

Telephone: 954-597-3567 Fax: 954-597-3565

**AMENDMENT 1 TO OMNIA PARTNERS CITY OF TAMARAC CONTRACT #19-12R**

This Amendment 1 to Omnia Partners City Of Tamarac Contract #19-12R ("**Amendment 1**") is made and entered into as of May 1, 2022 ("**Amendment 1 Effective Date**"), among Office Depot, LLC, a Delaware limited liability company, as successor-in-interest by merger to Office Depot, Inc. ("**Office Depot**" or "**Contractor**"), ODP Business Solutions, LLC, a Delaware limited liability company ("**ODP BSD**"), and The City of Tamarac, Florida ("**Customer**" or "**City**").

**WHEREAS**, Office Depot and Customer are parties to that certain Omnia Partners City Of Tamarac Contract #19-12R, dated as of October 14, 2019 (the "**Agreement**"); and

**WHEREAS**, Office Depot desires to assign all of its right, title, and interest under the Agreement to ODP BSD, and ODP BSD desires to assume all obligations under the Agreement, on the terms set forth herein; and

**WHEREAS**, ODP BSD and Customer desire to amend the Agreement on the terms and conditions as provided herein; and

**WHEREAS**, the parties hereto agree that the Agreement is amended as stated herein and that this Amendment 1 shall be incorporated into the Agreement and made a part thereof.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein the parties agree as follows:

1. Office Depot hereby assigns all of its right, title, and interest under the Agreement to ODP BSD, and ODP BSD hereby assumes all obligations under the Agreement. Any references to the term "Office Depot", as used in the Agreement, shall now refer to "ODP BSD."
2. Customer hereby consents to the assignment of the Agreement from Office Depot to ODP BSD, and Customer hereby releases Office Depot from any and all obligations due and owing under the Agreement following the Amendment 1 Effective Date.
3. The following terms and conditions of the Agreement shall be amended:
  - a. All references in the Agreement to "www.officedepot.com" and "www.business.officedepot.com" shall be deleted and replaced with "www.odpbusiness.com".
  - b. All references in the Agreement to "hard copy catalog" and "printed catalog," shall be amended as follows:
    - i. Delete the word "printed", and after the term "catalog", insert ", which may be either printed or virtual,".
    - ii. Delete the words "hard copy", and after the term "catalog", insert ", which may be either printed or virtual,".
  - c. All references in the Agreement to "SPC" or "Store Purchasing Card" shall be deleted.
  - d. A new Section 25 shall be added to the Agreement as follows:

"Section 25 E-Verify. As a condition precedent to entering into Amendment 1, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention

requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section."

4. Reaffirm Section 13 -- Scrutinized Companies. By execution of this Amendment 1, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor restates that Contractor is not participating in a boycott of Israel. Contractor further reaffirms that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.
5. Capitalized terms not otherwise defined in this Amendment 1 shall have the same meaning as set forth in the Agreement. This Amendment 1 may be executed in any number of multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. Facsimile signatures will be considered original signatures. Any provision not specifically modified by this Amendment 1 shall remain in full force and effect. If any provision of this Amendment 1 conflicts with any of the provisions of the Agreement, then the provisions of this Amendment 1 shall govern and control.

IN WITNESS WHEREOF, the undersigned have executed this Amendment 1 as of the Amendment 1 Effective Date.

[Signatures on Next Page]

Execution Copy

OFFICE DEPOT, LLC

By: Brian Abromovage  
Name: Brian Abromovage  
Title: VP, BSD  
Date: 3/24/2022

ODP BUSINESS SOLUTIONS, LLC

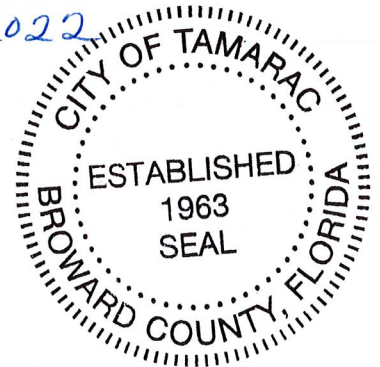
By: Brian Abromovage  
Name: Brian Abromovage  
Title: VP, BSD  
Date: 3/24/2022



THE CITY OF TAMARAC

By: Kathleen Gonn 4/5/22  
Name: Kathleen Gonn  
Title: City Mgr  
Date: 4/8/22

Attest:  
Jennifer Johnson  
City Clerk  
4-12-2022



**CITY OF TAMARAC**  
**INTEROFFICE MEMORANDUM**  
**FINANCIAL SERVICES DEPARTMENT**

**TO: Michael C. Cernech, City  
Manager**

**DATE: June 24, 2019**

**THROUGH Mark Mason**   
**Director of Financial Services**

**FROM: Keith K. Glatz**   
**Purchasing & Contracts  
Manager**

**RE: Temp. Reso. #13307 Office  
Supplies**

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**Recommendation:**

Award an Agreement to Office Depot, Inc. to provide Office Supplies to the City, and the members of the Southeast Florida Governmental Purchasing Cooperative (Co-Op) and the Omnia Partners, LLC national consortium based on pricing received on Request for Proposal #19-12R for the period October 14, 2019 through October 13, 2023, and approving the termination for convenience of the current Agreement dated October 18, 2016 for the period from October 14, 2019 through October 17, 2019.

**Issue:**

The City is in need of an agreement for the purchase of office supplies for the City and the members of the Co-Op, with an estimated value of \$100,000 for the City, and an aggregate value of \$4 million for the Co-Op, and up to \$49.8 million annually for all members of the Omnia Partners, LLC national consortium.

**Background:**

The Current Office Supply Agreement with Office Depot is set to expire on October 17, 2019. The City of Tamarac acts as the lead agency for the Co-Op for the procurement of office supplies. Since 2016, the City has also been the lead agency for the Omnia Partners, LLC (formerly National IPA) national consortium, which includes members from across the United States.

The City issued Request for Proposal # 19-12R on March 5, 2019 which was advertised in the South Florida Sun Sentinel, and online through the City's Bids and Tenders solicitation management web-site, as well as online through the DemandStar.com web-site. As a result of these efforts, 23 firms downloaded the RFP document, however, only two firms responded despite an active recruiting effort on the part of staff. We learned that some of the firms decided not to respond either because they already have a national contract through another consortium, or because they were unable to coordinate national distribution channels. The two (2) firms who submitted proposals which were due on May 9, 2019 were as follows:

Office Depot, Inc.	Boca Raton, Florida
The Office Cart, LLC	Fort Lauderdale, Florida

An Evaluation Committee was formed from public procurement professionals who are members of the Southeast Florida Government Co-operative, as well as the representative who serves as the project liaison for this contract from Omnia Partners, LLC who served in a strictly non-voting advisory role. The Evaluation Committee was chaired and facilitated by the City's Purchasing & Contracts Manager and members included procurement professionals from the cities of Coral Springs, Margate and Sunrise, as well as the Financial Services Purchasing and Contracts Division Procurement Coordinator.

Quantities utilized in this RFP were based on the actual historic usage of Co-Op agencies combined with the estimated quantities from across the nation through Omnia Partners, LLC, and included approximately 500 of the top utilized items, known as “core” items, which were the primary items evaluated in the pricing component. Additionally, the City requested pricing for approximately 2,500 items which are representative of the types of product groups that have been purchased across the nation by members of the Omnia Partners, LLC national consortium. These items are referred to as “market basket” items since they reflect a diverse mixture of the types of items commonly ordered.

The Evaluation Committee convened on May 30, 2019, and evaluated the two proposals against criteria for pricing (50% of the weighted value) and qualifications, availability of items and services provided (also 50% of the weighted value). As a result of this review, the Committee determined that the proposal submitted by Office Depot, Inc. best met the requirements of the City and the Co-op, as well as Omnia Partners, LLC.

Based on the national quantities provided in the bid, the following aggregate pricing was received.

Proposer	Core List	Market Basket	Aggregate	Items NOT Priced
Office Depot	\$23,996,412.27	\$25,835,379.48	\$49,831,791.75	None
The Office Cart	\$44,644,182.38	\$27,862,783.23	\$72,506,965.61	Core: 60; Market Basket: 460

Office Depot also provided category discounts for several categories of supplies, equipment and furniture not included in the core or market basket list as requested by the RFP document. Representative discounts include percentage off of list price discounts of 62% for other office consumables, 75% for white recycled and virgin copy paper, 78% for palletized paper, 60% for toner for re-manufactured toner, which the City has used extensively, 43% for original equipment manufacturer (OEM) toner, 69% for folders, binders and writing instruments, and several other category discounts. The Office Cart did not provide any specific category discounts beyond their core and market basket pricing as requested by the proposal document issued by the City.

Office Depot has been successfully providing service to the members of the Co-Op for over fifteen (15) years. The proposal includes requirements for multiple value-added services such as on-line ordering and next day delivery with easy returns, which have become standard in the marketplace within the past few years; however Office Depot has also provided some additional value-added services including their print and copy services, interior design services for furniture and managed print services, but most importantly they guarantee a 98% order accuracy rate, and a 99.5% price accuracy rate, which is professionally audited on a quarterly basis by a third-party independent accounting firm. The current firm being used by Office Depot to perform this function is Price Waterhouse Coopers, LLC.

Since the inception of our partnership with Omnia Partners, LLC (formerly National IPA) our contract has become the “go-to” contract for the K-12 market and Office Depot provides such diverse materials including materials that assist in curriculum development as well as assessment tools; and featuring a wide range of course material for classroom training up to the college level.

Office Depot has also established multiple sustainability programs including offering numerous environmentally “green” products.

Another part of the overall sustainability efforts by Office Depot, includes the pro-active utilization of minority / women-owned and disadvantaged businesses both as suppliers of office supply materials (Tier 2 Suppliers), and to provide other services under the Agreement in partnership with Office Depot (Tier 1 Suppliers). This program allows for M/WBE and DBE suppliers to take an active part in the Agreement providing product fulfillment and other services to participating entities. An entity taking part in this program will pay an additional percentage fee for their office supply purchases to fund this activity. The typical fee is about ten percent (10%) of the product cost but is open to negotiation between Office Depot, the Tier 1 Supplier, and the requesting entity. Office Depot maintains a

dedicated Vendor Development Team tasked with empowering diverse suppliers by raising their capabilities to generate greater spend. This team was responsible for generating \$121.6 million in spend during 2018, with over \$3.5 billion in spend generated since the inception of their program in 1999.

As a means of preparing for potential emergencies, this proposal was solicited in conformance with the Procurement Standards of federal requirements 2 CFR Part 200 in order to make purchases under this Agreement during a federally declared emergency eligible for reimbursements by FEMA or other grant agencies.

Finally, staff wishes to exercise our right to terminate the existing Agreement dated October 18, 2016 for the period from October 14, 2019 through October 17, 2019 in order to effectuate a more efficient implementation of the Agreement for Office Depot, Inc. October 18, 2019 falls on a Friday, and Office Depot, Inc. has requested that they be able to utilize a weekend to load required documentation into their IT system to start on a Monday morning.

**Fiscal Impact:**

Pricing on the new Agreement is fairly similar to the current pricing being paid by the City and the Co-Op. It is anticipated that the City will expend approximately \$100,000 annually. Each City department is funded for office supply expenditures. The more important impact, however, is that Omnia Partners, LLC will pay the City of Tamarac a commission of 6.9% of the administrative fee that the supplier pays to Omnia Partners. The most recent check for 2018 was for approximately \$62,000. We will receive this payment annually.

CITY OF TAMARAC, FLORIDA  
RESOLUTION NO. R-2019- 76

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDED REQUEST FOR PROPOSAL #19-12R TO OFFICE DEPOT, INC.; AND AUTHORIZING THE APPROPRIATE OFFICIALS TO APPROVE AND EXECUTE AN AGREEMENT FOR OFFICE SUPPLY NEEDS WITH OFFICE DEPOT, INC. ON BEHALF OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE AND THE OMNIA PARTNERS, LLC, CONSORTIUM UTILIZING PRICING PROVIDED THROUGH REQUEST FOR PROPOSAL #19-12R FOR THE PERIOD OF OCTOBER 14, 2019 THROUGH OCTOBER 13, 2023, WITH ONE (1) FOUR (4) YEAR RENEWAL OPTION; APPROVING THE EARLY TERMINATION FOR CONVENIENCE OF THE AGREEMENT WITH OFFICE DEPOT DATED OCTOBER 18, 2016 FOR THE PERIOD FROM OCTOBER 14, 2019 THROUGH OCTOBER 17, 2019; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPROVE AND ACCEPT RENEWAL OPTIONS AND ANY REQUIRED AGREEMENTS WITH OMNIA PARTNERS, LLC RELATING TO ADMINISTRATION OF THE OFFICE SUPPLY AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE  
AND CORRECT COPY OF

R-2019-76

THE ORIGINAL OF WHICH IS ON FILE IN CITY HALL

WITNESS MY HAND AND OFFICIAL SEAL

OF THE CITY OF TAMARAC, FLORIDA

THIS 16<sup>th</sup> DAY OF October, 2019

*[Signature]*

CITY CLERK

WHEREAS, the City of Tamarac has need to purchase office supplies to support all City operations; and

WHEREAS, the utilization of a term contract agreement provides for volume savings through quantity discounts; and

WHEREAS, the City of Tamarac served as the "lead agency" for the Southeast Florida Governmental Purchasing Cooperative and for the Omnia Partners, LLC, consortium for the purchase of office supply needs; and

WHEREAS, thirty-one (31) governmental agencies within the Southeast Florida Governmental Purchasing Cooperative and all members of the Omnia Partners, LLC Consortium across the United States are eligible to utilize this agreement for the purchase of approximately \$49 million in annual office supplies estimated to be purchased on a national basis; and

WHEREAS, the City of Tamarac formally advertised and issued Request for Proposal # 19-12R in order to obtain pricing and service capability information for vendors in the office supply marketplace, a copy of which is on file with the City Clerk; and

WHEREAS two (2) firms responded to the RFP as follows:

Office Depot, Inc., Boca Raton, Florida

The Office Cart, LLC, Fort Lauderdale, Florida; and

WHEREAS, an evaluation team facilitated and chaired by the City of Tamarac Purchasing and Contracts Manager, and including procurement professionals from the City of Coral Springs, Florida, the City of Margate, Florida, the City of Sunrise, Florida, and the Financial Services Purchasing and Contracts Division Procurement Coordinator, as well as a non-voting member from Omnia Partners, LLC who solely served in an advisory role, evaluated and ranked all responses to the proposal; and

WHEREAS, the proposal offering submitted by Office Depot, Inc. was ranked by the Evaluation Committee as the most advantageous, best value overall response to the solicitation in terms of service capabilities and pricing, a copy of the proposal evaluation scores are included herein as Exhibit "1"; and

WHEREAS, Office Depot, Inc. has successfully supplied the needs of the Southeast Florida Governmental Purchasing Cooperative and the Omnia Partners, LLC Consortium in the past; and

WHEREAS, the proposal provides for one (1) four (4) year renewal option based on satisfactory performance under the Agreement; and

WHEREAS, sufficient funds are available from all Departments' Operating funds; and

WHEREAS, the City Commission of the City of Tamarac finds it to be in the best interest of the City of Tamarac to award RFP #19-12R to Office Depot, Inc. and to authorize the appropriate City Officials to execute an Agreement with Office Depot, Inc. for the purchase of Office Supplies by the City and members of the Southeast Florida Governmental Purchasing Cooperative and the Omnia Partners, LLC consortium using pricing provided by Office Depot, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THAT:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of

this Resolution upon adoption hereof and all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: The City Commission hereby awards Request for Proposal #19-12R to Office Depot, Inc., and authorizes the appropriate City Officials to execute an Agreement with Office Depot, Inc. for the purchase of Office Supplies using pricing provided by Office Depot, Inc., a copy of said Agreement is included herein as Exhibit "2", for the City and the members of the Southeast Florida Governmental Purchasing Cooperative, and the national members of the Omnia Partners, LLC consortium.

SECTION 3: The City Manager or designee furthermore is hereby authorized to approve and accept renewal options and other contract amendments pursuant to the requirements of the Agreement, attached hereto as Exhibit "2" as well as any administrative Agreements between the City and Omnia Partners, LLC which may be required to administer the Office Supply Agreement with Office Depot, Inc.

SECTION 4: The City Commission authorizes the early termination for convenience of the current Agreement in force between the City and Office Depot, Inc., which was effective on October 18, 2016 for the period from October 14, 2019 through October 17, 2019, to provide for a more efficient transition between Agreements.

SECTION 5: All resolutions or parts of resolutions in conflict herewith are HEREBY repealed to the extent of such conflict.

SECTION 6: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 7: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 10<sup>th</sup> day of July 2019.

Michelle J. Gomez  
MICHELLE J. GOMEZ  
MAYOR

ATTEST:

Patricia Teufel  
PATRICIA TEUFEL, CMC  
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ

DIST 1: COMM. BOLTON

DIST 2: COMM. GELIN

DIST 3: COMM. FISHMAN

DIST 4: V/M PLACKO

yes  
yes  
yes  
yes  
yes

I HEREBY CERTIFY THAT I HAVE  
APPROVED THIS RESOLUTION  
AS TO FORM

Samuel S. Goren 7/10/19.  
SAMUEL S. GOREN  
CITY ATTORNEY

May 30, 2019

**OFFICE SUPPLIES**  
Committee Evaluation Totals

RFP 19-12R

Proposer's Name:	Office Depot	The Office Cart
No Conflict of Interest	X	X
Adhered to the Instructions	X	
Cost (Price)	Core: \$23,996,412.27    Total: \$49,831,791.75	Core: \$44,644,182.38    Total: \$72,506,965.61
		Items not complete. Did not provide Category Discounts
<b>RANKING</b>		
Purchasing Agent, City of Coral Springs	1	2
Procurement Manager, City of Margate	1	2
Contracts Manager, City of Sunrise	1	2
Procurement Coordinator, City of Tamarac	1	2
<b>TOTAL POINTS</b>		
	4	8
<b>TOTAL RANKING</b>		
	1	2



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**AGREEMENT**  
**BETWEEN THE CITY OF TAMARAC**  
**AND**  
**OFFICE DEPOT, INC.**

THIS AGREEMENT is made and entered into this 14th day of October, 2019 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Office Depot, Inc. a Delaware corporation duly registered as a Florida Foreign Corporation, with principal offices located at 6600 North Military Trail, Boca Raton, Florida 33496-2434 (the "Contractor") to provide Office Supplies for CITY and other participating agencies in the Southeast Florida Governmental Purchasing Cooperative and nationwide through OMNIA Partners, Public Sector ("Omnia Partners").

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

**1. The Contract Documents**

The contract documents consist of this Agreement, Request for Proposal Document No.19-12R for Office Supplies, Products and Related Services issued March 5, 2019, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), Technical Specifications, all addenda, the Contractor's bid/proposal dated May 9, 2019 incorporated herein as if attached hereto, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

**2. The Work**

**2.1.** The Contractor shall perform all work for the City required by the contract documents as set forth below:

**2.1.1** Contractor shall furnish all labor, materials, and equipment necessary to provide just-in-time desktop delivery of office supplies to the City of Tamarac and participating members of the Southeast Florida Governmental Purchasing Cooperative and to agencies participating in this Agreement through Omnia Partners.

**2.1.2** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

- 2.2** The Contractor and the City shall extend this Agreement to other public sector entities ("entities") within the State of Florida, including but not limited to agencies, school districts, universities, community colleges, counties, cities, towns, villages and special districts. Purchases may be made under the terms and conditions of this Agreement by governmental and educational entities located outside the State of Florida.
- 2.3** The City (also referred to as "Principal Procurement Agency" in material provided by Omnia Partners) and Contractor are partnering with Omnia Partners to offer the Agreement (also referred to as the "Master Agreement" in material distributed by Omnia Partners) on a national basis to public agencies who register with Omnia Partners ("Participating Agencies"). Participating Agencies that choose to access the Agreement via their participation with Omnia Partners do not need to register with the Southeast Florida Governmental Purchasing Cooperative and vice versa.
- 2.4 Third-Party Audits:** The Contractor shall obtain a third-party firm (to be approved by the City) at no additional cost to the City to conduct external price audits for the Agreement. The third-party firm will perform a quarterly audit with a minimum of 500 items to confirm the accuracy of the discount from list price and final sell price. Specifically, the third-party firm will verify that prices offered to the City under the Agreement which are displayed on the Contractor's website are less than or equal to the discounts offered in the Agreement. The third-party firm shall submit a quarterly report to the City confirming the "Price Accuracy Rate" within 15 days after the close of each quarter. The "Price Accuracy Rate" shall be calculated using the following formula:  $\text{Price Accuracy Rate} = \frac{\text{the number of audited items each quarter where the net price is less than or equal to the Agreement price}}{\text{the number of audited items}}$  (Example: 490 items priced at or below the approved Agreement price/500 items audited = 98.0% pricing accuracy). The Contractor shall maintain a Price Accuracy Rate of 98% or greater.

At a minimum, the quarterly report will identify items not in compliance with the Agreement terms, provide the date of the audit and screenshots of the items on the Contractor's website that were not in compliance with the Agreement terms. **Tier 1 Provider Option (Small, Minority- Women-Owned and Service Disabled Veteran Suppliers)**

- 2.4.1** Contractor partners with certain small businesses and minority- or women-owned supplies and services disabled veteran suppliers ("Tier One Providers") to assist Participating Agencies in meeting diversity goals. Tier One Providers perform services and resell products from Contractor to Participating Agencies. Participating Agencies may request Contractor to provide products and services available under the Agreement through Tier One Providers. Contractor will report all applicable invoiced sales to Omnia Partners in accordance with the Agreement.

**2.4.2** Pricing offered to Tier One Providers will be the pricing offered under the Agreement marked-up by the percentage of compensation negotiated by Contractor and Tier One Provider, and mutually agreed to by the Participating Agency.

### **3. Insurance**

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in section 3.4 herein of this Agreement or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's General Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.
- 3.3.** Contractor agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.
- 3.4** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Contractor shall indemnify and save the City harmless from any damage resulting to it for failure of either Contractor or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Contractor agrees to maintain during the term of this contract:

Insurance Requirements		
Line of Business / Coverage	Occurrence	Aggregate
Commercial General Liability Including:	\$1,000,000.00	\$2,000,000.00
Premises / Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard		
Products / Completed Operations		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Commercial Automobile Liability	\$1,000,000.00	\$1,000,000.00
Workers' Compensation & Employer's	Statutory	
Professional Liability (Errors and Omissions)	\$1,000,000.00	\$2,000,000.00
The Bidder must provide the City with evidence of Professional Liability insurance with at a minimum of One Million dollars (\$1,000,000.00) per occurrence and in the aggregate "Claims-Made" forms are acceptable for Professional Liability.		
Excess liability is not required but will accept it if the General Liability cannot cover the \$2M/\$3M		

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Contractor or any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Contractor will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement. Contractor will be responsible to provide proof of insurance and certificates of insurance to participating agencies.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

The Contractor's liability insurance policies shall be endorsed to add the City of Tamarac (or participating agencies utilizing this Agreement) as an "additional insured. The Contractor shall be responsible for the payment of all deductibles and self-insured retentions.

If the Contractor is to provide professional services. The City reserves the right to request the successful Contractor to provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate.

"Claims-Made" forms are acceptable for Professional Liability insurance in the event that the successful Contractor provides professional services as agreed upon with City.

#### **4. Contract Term and Renewal**

This Agreement shall be effective October 14, 2019 for a period of four (4) years until October 13, 2023. City and Contractor reserve the right to exercise one (1) additional four (4) year agreement, upon the written agreement by both Contractor and City, subject to satisfactory performance by Contractor. In the event that an Agreement is not in place as of the termination date of this Agreement, the Agreement shall remain in effect on a month-to-month basis until terminated, but not for longer than six (6) months following the October 13<sup>th</sup> termination date.

#### **5. Contract Sum, Pricing, Payments, Discounts, Deliveries and Warranties**

**5.1 Contract Sum:** The Contract Sum for the above work is based on the core, market basket and discounted catalog pricing provided by Contractor as part of its response to Request for Proposal #19-12R dated May 9, 2019. Contract shall be for the actual amount ordered by all qualified user agencies including the City of Tamarac, members of the Southeast Florida Governmental Purchasing Cooperative, and to participating agencies with Omnia Partners.

##### **5.2 Pricing Escalation/De-escalation**

**5.2.1** Contractor shall submit requests for escalation or de-escalation within a reasonable time period prior to the desired effective date of the change. The changes shall be based on changes to the list unit pricing for each item, and the percentage discounts for each category/item shall remain unchanged throughout the term of the Agreement.

**5.2.2** The City recognizes that at certain times during the term of this Agreement, pricing in some industries may become volatile due to various changes not limited to changes in economic conditions such as product shortages, raw material shortages, labor stoppages, tariffs, government regulation, foreign interference or other changes which create volatile market pricing. The successful Contractor shall be responsible to provide adequate notice to the City of such situations. It is desired that such pricing remain fixed and firm through the remaining three (3) month period in place at the time, with adjustments to be made at the beginning of the next three (3) month period; however, in the event of extreme changes in market conditions, the Contractor shall advise the City as soon as feasibly possible regarding the circumstances surrounding such extreme market condition changes.

- 5.2.3** The Contractor may offer promotional discounts for specific items or categories of items. The Contractor may provide the City with temporary promotional discounts to pricing during the term of the Agreement. The promotional discounts may be provided based on the actual effective dates of such promotions and shall not penalize the Contractor when pricing is audited.
- 5.3 Deliveries:** Deliveries shall be FOB destination with all costs and charges included in the contract price. The pricing shall include desktop delivery and dock and/or mailroom delivery as specified by the individual participating agency; however additional freight charges may be applied for items exceeding 70 lbs. in weight, and/or 110" in length/width, furniture, bulk items, cases of bottled water and other beverages, orders delivered to Hawaii, Alaska and Puerto Rico, special or customized orders and/or rush deliveries.
- 5.4 Minimum Order / Minimum Order Fee:** Contractor is permitted to impose a minimum order fee of \$5.95 for orders valued at \$25.00 or less. The \$25.00 minimum order will remain in place for the life of this Agreement and any renewals expressly authorized under this Agreement. Beginning on the first anniversary of the effective date of this Agreement, and on each anniversary date thereafter, Contractor reserves the right to escalate the minimum order fee by a maximum of 10% of the current fee then being charged; however, the minimum order fee shall never exceed a cap of \$7.95 for the lifetime of the Agreement. Contractor agrees to utilize technology web-based solutions to provide sufficient notifications and / or other controls necessary to alert Participating Entities that a fee will be charged for orders valued at \$25.00 or less. Such technology based tools shall provide the capability to allow the Participating Agency to meet the minimum order value in order to avoid the Minimum Order Fee.
- 5.5** All materials and products supplied by the Contractor in association with this Agreement shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Contractor in accordance with the requirements of the Contractor's Return Authorization Policy.

Contractor's warranties will be limited to Contractor-branded products only, and for all other products, Contractor will pass through to participating agencies, all manufacturer-supplied end-user warranties. The warranty period shall commence upon final acceptance of the product in accordance with Contractor's or manufacturer's end-user warranties as applicable.

## **6. Payments**

Invoices are due thirty (30) days from the date of invoice. Invoices not paid within thirty (30) days shall bear interest at the rate of 1.5% per month or the maximum amount allowed under law, whichever is less, from the due date of the invoice. City's credit limit shall be established by Contractor, who reserves the right to lower City's credit limit or refuse to ship any orders if at any time: (a) City is delinquent in making payments to Contractor or is otherwise in breach of this Agreement; or (b) City's credit standing becomes impaired or reasonably unsatisfactory to Contractor. When payment is made by purchase order or ACH transaction, payment will be made only after receipt and acceptance of materials/services, and upon receipt of a properly prepared invoices as applicable for goods properly delivered. Payments by procurement card shall only be permitted at the time of order entry. The City of Tamarac will pay all office supply invoices by procurement card. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

## **7. Indemnification**

- 7.1** The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by or resulting from, the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- 7.2** Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 7.3** The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 7.4** The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such

indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

**7.5** City reserves the right to select its own legal counsel at the City's cost to conduct any defense in any such proceeding.

**7.6** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

## **8. Non-Discrimination & Equal Opportunity Employment**

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; 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 and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

## **9. Independent Contractor**

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent

enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

### **10. Assignment and Subcontracting**

Contractor or City shall not transfer or assign the performance required by this Agreement without the prior consent of the other party. This Agreement, or any portion thereof, shall not be subcontracted by Contractor without the prior written consent of the City; and shall not be subcontracted by City without the prior written consent of the Contractor. For purposes of this Agreement, any change of ownership of the Contractor shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of the City and its successors and assigns. The prohibition on assignment and subcontracting does not apply to subcontractors involved in Contractor's or City's day-to-day operations.

### **11. Notice**

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

#### **CITY**

City Manager  
City of Tamarac  
7525 N.W. 88th Avenue  
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Blvd., Suite 200  
Fort Lauderdale, FL 33308

#### **CONTRACTOR**

Office Depot, Inc.  
6600 North Military Trail  
Boca Raton, FL 33496-2434  
Attn: Thomas Riccio, Senior Vice President  
[Thomas.Riccio@officedepot.com](mailto:Thomas.Riccio@officedepot.com)

## **12. Termination**

- 12.1 Termination for Convenience:** The City recognizes that this is a national Agreement, and as such will require sufficient notice to participating entities prior to any contract termination. This Agreement may be terminated by the City or Contractor for convenience, upon a minimum of one-hundred eighty (180) days of written notice by the City to the Contractor or by the Contractor to the City, for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination.
- 12.2 Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a minimum period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the City against loss pertaining to this termination.
- 12.3 Default by City:** In addition to all other remedies available to the Contractor, this Agreement shall be subject to cancellation by the Contractor for cause, should the City neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a minimum period of thirty (30) days after receipt by City of written notice of such neglect or failure.

## **13. Scrutinized Companies F.S. 287.135 and 215.473**

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

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## **14. Public Records**

**14.1** The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, Contractor shall:

14.1.1. Keep and maintain public records required by the City in order to perform the service;

14.1.2. Upon request from the City, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the City.

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

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

**14.2** During the term of this Agreement and any renewals, Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. Notwithstanding the requirements enumerated in Section 2.4 "Third-Party Audits" contained herein under this Agreement, and subject to Confidentiality agreements between Contractor and third parties, and no more than annually, City, at its expense, may audit Contractor's books and records

directly pertaining to this Agreement, to determine whether Contractor extended correct pricing. Any third-party auditor used must be approved by Contractor and must execute a non-disclosure agreement. Contractor may dispute the result of any audit by City and will refund any overcharges to customer (and customer shall be requested to refund any undercharges to Contractor, however, City will not be responsible for the actions of other participating agencies utilizing this Agreement, and Contractor shall not involve City in any enforcement actions against any participating agency). Other conditions may apply.

## **15. Uncontrollable Forces**

**15.1** Neither the City nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

**15.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

## **16. Agreement Subject to Funding**

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

## **17. Venue**

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

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### **18. Signatory Authority**

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

### **19. Severability; Waiver of Provisions**

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

### **20. Merger; Amendment**

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

### **21. No Construction Against Drafting Party**

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

### **22. Public Records Custodian:**

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

**CITY CLERK  
7525 NW 88TH AVENUE  
ROOM 101  
TAMARAC, FL 33321  
(954) 597-3505  
CITYCLERK@TAMARAC.ORG**

### **23. Special Provisions for Florida Schools:**

It is anticipated that this Agreement will be utilized by various school districts within the State of Florida. Accordingly, Contractor or any Sub-contractor making deliveries to the facilities of any School District in the State of Florida with children present shall comply with the following requirements:

- 23.1 Background Screening:** Contractor does not share its employees' personal identifiable information. However, upon receipt of award, Contractor will run background checks as required by any State Department and will provide attestations certifying that the background checks have been run on the employees who will be performing the work and that such persons have not been convicted of a violent or serious felony.
- 23.2 Child Neglect:** The Contractor and its employees shall be subject to the requirements of §39.201 Florida Statute that requires the reporting of child abuse or child neglect to the State of Florida, Department of Children and Families via the Florida Abuse Hotline 1-800-962-2873.
- 23.3 Confidential Student Information:** Notwithstanding any provision to the contrary contained in this agreement between the Contractor and the City; Contractor and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Contractor for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the City of Tamarac as well as any Florida school district using this Agreement, and its officers and employees harmless for any violation of this covenant, including but not limited to defending the City and any Florida school district using this Agreement, its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the City or Florida school district using this Agreement or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the City or Florida school district using this Agreement arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

**24. Compliance with Statutes:**

It shall be Contractor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state and federal agencies as applicable; specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or contractors with a Florida public school or district.

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City of Tamarac

Purchasing and Contracts Division

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its duly authorized to execute same.



ATTEST:

Patricia A. Teufel  
Patricia A. Teufel, CMC  
City Clerk

Date

7/15/19

ATTEST:

Kristen Sampo  
Signature of Corporate Secretary

Kristen Sampo  
Type/Print Name of Corporate Secy.  
Assistant

(CORPORATE SEAL)

CITY OF TAMARAC

Michelle J. Gomez  
Michelle J. Gomez, Mayor

7-10-19

Date

Michael C. Cernech  
Michael C. Cernech, City Manager

Date

7/15/19

Approved as to form and legal sufficiency:

Sam A. G...  
City Attorney

Date

7/10/18

Office Depot, Inc.

Company Name

Thomas Riccio  
Signature of Senior Vice President/Owner

Thomas Riccio  
Type/Print Name of Senior Vice  
President/Owner

Date

June 26, 2019



# CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :  
 COUNTY OF Palm Beach :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Thomas Riccio, of Boca Raton, Fl.

a \_\_\_\_\_ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 26th day of June, 2019.



[Signature]  
 Signature of Notary Public  
 State of Florida at Large

Gerri Pinvidic  
 Print, Type or Stamp  
 Name of Notary Public

☒ Personally known to me or  
☐ Produced Identification

\_\_\_\_\_  
 Type of I.D. Produced

☐ DID take an oath, or  
☒ DID NOT take an oath.

Date Issued: March 3, 2019

**REQUEST FOR PROPOSAL –  
19-12R OFFICE SUPPLIES, PRODUCTS AND RELATED SERVICES  
Due Date: April 18, 2019 @ 3:00 P.M. E.D.T.**

**ALL QUALIFIED FIRMS:**

The City of Tamarac (City) is soliciting proposals for the furnishing of Office Supplies, Products and Related Services.

A questionnaire has been provided related to specific requirements and we ask that you submit your response to this request including all of your pricing, the Omnia Partners Attachment B, Exhibit and questionnaire responses electronically via <https://tamarac.bidsandtenders.org/Module/Tenders/en>, **on or before the date and time referenced above**. The City's solicitation management system will not accept electronic responses after 3:00 p.m. with no exceptions. Any uncertainty regarding the time a submittal is received will be resolved against the submitting vendor. Bidder shall be required to register with bidsandtenders™ at [www.tamarac.org/bids](http://www.tamarac.org/bids) in order to obtain access to the bid documents, and to submit their electronic response. Additionally, all written inquiries shall be submitted through bidsandtenders™ and all written addenda shall be communicated through bidsandtenders™ as well. For inquiries, contact the Purchasing & Contracts Division Office at (954) 597-3570.

A Non-Mandatory Pre-Bid Conference will be held on **March 19, 2019, @ 10:00AM**, located at 7525 NW 88th Avenue, Tamarac, Florida 33321, Room 105. It is highly encouraged that all parties interested in submitting a proposal attend this meeting.

The Contractor may be required to perform these services in the City of Tamarac, Florida or in other jurisdictions within the United States or its territories in accordance with applicable regulations contained in Title 2 Code of Federal Regulations (CFR) Part 200, as well as regulations promulgated by Federal Agencies including OMB, FEMA or other Federal Agencies.

**MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION:** The City of Tamarac, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible either as prime contractors or subcontractors.

City reserves the right to reject any or all Bidder, to waive any informalities or irregularities in any Bids received, to re-advertise for Bids, to award in whole or in part to one or more Bidders, or take any other such actions that may be deemed to be in the best interests of the City.



Keith K. Glatz, CPPO  
Purchasing and Contracts Manager

Advertise in Sun Sentinel: March 7, 2019



## **A. SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE**

The City anticipates entities in the Southeast Florida Governmental Purchasing Cooperative will access the resulting contract through OMNIA Partners.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The government agencies participating in the particular procurement shall provide their respective delivery locations at the time of submitting orders.

## **“WORKING TOGETHER TO REDUCE COSTS”**

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## **REQUEST FOR PROPOSAL**

### **RFP 19-12R**

#### **OFFICE SUPPLIES, PRODUCTS AND RELATED SERVICES**

**Definition:** A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible Offerors and revisions to proposals prior to award of a contract. Proposals will be opened in private. Award will be based on the criteria set forth herein.

### **I. INTRODUCTION**

The City is soliciting proposals as the lead agency on behalf of the City of Tamarac, participating agencies of the Southeast Florida Governmental Purchasing Cooperative and OMNIA Partners, to obtain the services of a qualified firm to provide and deliver office supplies on a just-in-time basis.

#### **A. NATIONAL CONTRACT**

City of Tamarac, Florida, as the Principal Procurement Agency, defined in Attachment B, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Tamarac 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"). Attachment B contains additional information about OMNIA Partners and the cooperative purchasing agreement.

The City anticipates entities in the Southeast Florida Governmental Purchasing Cooperative will access the resulting contract. For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items. The government agencies participating in the particular procurement and their respective delivery locations are listed in the document.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners' public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting

process continues to be the foundation on which we operate. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Attachment B).

The City of Tamarac anticipates spending approximately \$4,240,000 over the full potential Master Agreement term for office supplies, products and related services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of office supplies, related products and services purchased under the Master Agreement through OMNIA Partners Public Sector is approximately \$500M. This projection is based on the current annual volumes among the City of Tamarac, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

## **II. INFORMATION**

For information pertaining to this Request for Proposals (RFP), contact Purchasing and Contracts Manager Keith Glatz at (954) 597-3567. Such contacts shall be for clarification purposes only. Material changes, if any, to the scope of services or proposal procedures will be transmitted only by written addendum.

It is preferred that all questions be submitted in writing, either via fax or email. Fax questions to (954) 597-3565 or email to [purchasing@tamarac.org](mailto:purchasing@tamarac.org).

## **III. SCHEDULE OF EVENTS**

The schedule of events related to this Request for Proposals shall be as follows:

RFP Document issued

March 7, 2019

Pre-Proposal Meeting AM	<u>March 19, 2019@10:00</u>
Deadline for Written Questions	<u>April 5, 2019</u>
Deadline for Receipt of Proposals	<u>April 18, 2019 @ 3 PM EDT</u>
Evaluation of Proposals 2019	<u>End of April/Early May</u>
Presentations by Short-listed Proposers (Optional)	<u>TBD</u>
Final Ranking of Firms	<u>Mid-May 2019</u>
Anticipated Award by Tamarac City Commission	<u>May/June 2019</u>
Contract Effective	<u>August 1, 2019</u>

*All dates are tentative. City reserves the right to change scheduled dates.*

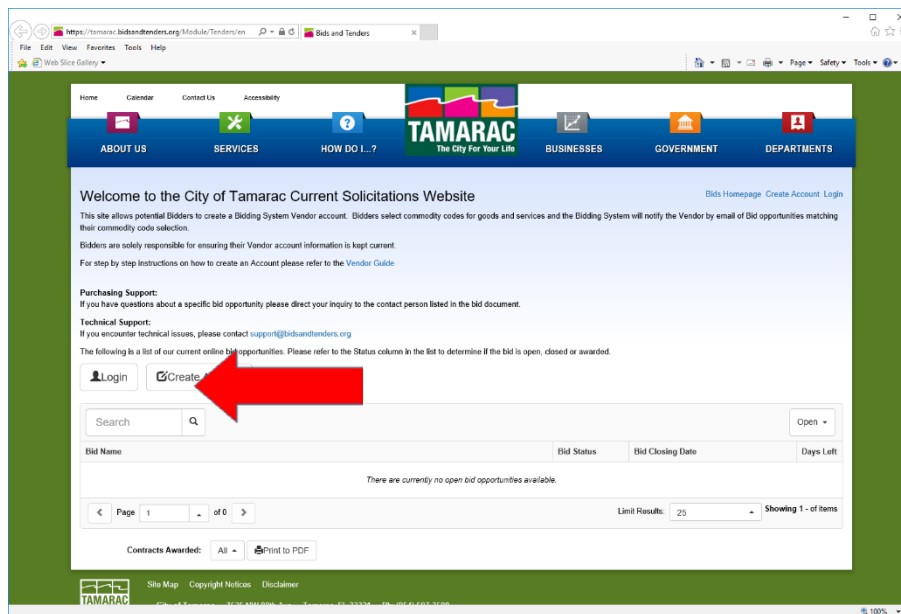
## REQUEST FOR PROPOSAL 19-12R OFFICE SUPPLIES, PRODUCTS AND RELATED SERVICES

**Definition:** A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract, which may be evaluated by the use of criteria in addition to price.

### 1. HOW TO REGISTER FOR OUR E-PROCUREMENT WEBSITE

1.1 Follow the step-by-step below to see how to sign up for our new e-Procurement system.

**A. Once you arrive at the registration page, you may sign-up by clicking-on the “Create Account” tab as shown below:**



**B. Fill-in your firm's contact information on the next page where the blue arrows are shown:**

The screenshot shows the 'Organization Details' registration form. The form is titled 'Note: It is the vendor's responsibility to keep his or her profile information current and correct.' The form fields are as follows:

- Legal Company Name \***: Acme Roofing, Inc.
- Address 1 \***: 123 Main Street
- Address 2**: (empty)
- City \***: Main City
- Postal Code / Zip Code \***: 55555
- Province / State \***: FL
- Country \***: USA
- Fax**: 555 555 5555
- Website**: www.AcmeRoofing.com
- HS1# / CS1#**: (empty)
- Fill in your Taxpayer Identification Number (TIN) / Employer Identification Number (EIN) in this space!**: (empty)
- Would you like to be an Emergency Vendor? In the event of an emergency for example power outages, extreme weather situation, fires, floods hazardous spills and health emergencies the City of Tamarac is developing a Vendor Emergency List**: (empty)
- City of Tamarac is interested in receiving emergency contact information that would be useful during an emergency. This is not a commitment to purchase. Please provide specific emergency contact information in the contacts section below**: (empty)
- Emergency Vendor**: ☒ Yes ☐ No
- Categories**: (empty)

Blue arrows point to the following fields: Legal Company Name, Address 1, City, Province / State, Postal Code / Zip Code, Country, Website, HS1# / CS1#, Taxpayer Identification Number (TIN) / Employer Identification Number (EIN), Would you like to be an Emergency Vendor?, City of Tamarac is interested in receiving emergency contact information, and Categories.

- C. Use the Search Function to find the categories that you wish to bid on (example: Roofing). Then select the categories for which you are interested in receiving bid notifications.
- D. Select the City of Tamarac as an entity. The default is checked to all, but you can clear the selections, and just click on the City of Tamarac (which will be **ABSOLUTELY FREE** for you.) You may also wish to choose other entities as well, but some entities may require you to pay a small fee. Please note that most entities, at this point, are located in Canada.

The screenshot shows the 'Categories' and 'Agency Notifications' sections of the Tamarac Bidding System. In the 'Categories' section, 'Roofing' is selected under the 'Roofing and Siding' category. In the 'Agency Notifications' section, 'City of Tamarac' is selected from a list of entities.

- E. Add your contact information and set-up your user name and password. (The password parameters are shown to assist you in developing your USERID and password). We recommend that you specify emergency contact information as shown. After you press “Continue”, you will receive an acknowledgement of successful entry.

The screenshot shows the 'Contact(s)' page of the Tamarac Bidding System. Blue arrows point to the following fields: 'First Name', 'Last Name', 'Email', 'Phone', 'Address', and 'Emergency Contact'. The 'Password' field is also visible, with a note indicating it should be at least 8 characters long and contain at least one uppercase letter, one lowercase letter, and one digit.

## INSTRUCTIONS TO OFFERORS & STANDARD TERMS AND CONDITIONS

19-12R

### OFFICE SUPPLIES, PRODUCTS AND RELATED SERVICES

#### OUR VISION & MISSION

*Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.*

*Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that*

*Responds to the Customer  
Creates and Innovates  
Works as a Team  
Achieves Results, and  
Makes a Difference*

*In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.*

*Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team and exhibit the highest level of integrity when dealing with any office or department of the City.*

*Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.*

#### ACCESSIBILITY

The information contained in this document is available in an accessible format at:  
<https://tamarac.bidsandtenders.org/Module/Tenders/en>.

#### A. INSTRUCTIONS TO OFFERORS

##### 1. INTRODUCTION & AUTHORITY

It is the intent of the City to award to the most responsible and responsive Responding firm. The City reserves the right to accept or reject any or all responses and to waive any informality concerning the responses when such rejection or

waiver is deemed to be in the best interest of the City. The City reserves the right to award the response on a split order basis, lump sum or individual item basis unless otherwise stated, whichever is in the best interest of the City.

This solicitation is issued pursuant to the City of Tamarac Code, Chapter 6, "Finance & Taxation", Article V, "Purchasing Procedures", Section 6-141 et seq.

#### 2. TYPES OF SOLICITATIONS ISSUED BY THE CITY

Anytime the City releases a new solicitation it will contain a suffix of one of the following types:

B = Invitation for Bid (ITB)  
R = Request for Proposal (RFP)  
L = Letter of interest (LOI)  
Q = Request for Qualifications (RFQ)  
RB = Re-Bid  
RP = Re-Proposal  
FQ = Formal Quotation (RFFQ)  
IQ = Informal Quotation (RFIQ)  
HQ = Housing Quotation (RFHQ)

This prefix/suffix will determine what type of solicitation the City will be utilizing.

#### 3. DEFINED TERMS

- 3.1 "Addenda" – Written or graphic instruments issued prior to the opening of Solicitations which clarify, correct, or change the solicitation requirements or the contract document.
- 3.2 "Agreement" – The written agreement between the City and the Contractor covering the Work to be performed including other Contract Documents that are attached to the Agreement and made a part thereof.
- 3.3 "City" - the City of Tamarac, a municipal corporation of the State of Florida.
- 3.4 "Contract Administrator" – The Department's Director, or some other employee expressly designated as Contract Administrator in writing by the Director, who is the representative of the Board concerning the Contract Documents.
- 3.5 "Contract Documents" – The contract documents consist of this Agreement, conditions of the contract (General, Supplementary and other Conditions), drawings, specifications of this Solicitation, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any additional modifications and supplements,

Change Orders and Work directive changes issued on or after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

- 3.6 **"Contractor"** - the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.
- 3.7 **"On-line e-procurement system" or "e-procurement system"** – The City of Tamarac's solicitation management partner "bidsandtendersTM"
- 3.8 **"bidsandtendersTM"** -- The City of Tamarac's on-line solicitation management partner and the e-procurement system used by the City. The terms "on-line e-procurement system" and "bidsandtendersTM" may be used interchangeably herein.
- 3.9 **"Request for Proposals (RFP)"** -- A Request for Proposals (RFP) is a method of procurement permitting discussions with responsible respondents and revisions to proposals **prior to** award of a contract. Proposals will be opened in private. Award may be made based on the responses based on the criteria set forth herein.
- 3.10 **"Respondent/Offeror/Proposer"** - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Respondent, who submits a Proposal to the Offeror.
- 3.11 **"Response Documents/Proposal"** - the Request for Qualifications, Instructions to Offerors, Respondent's Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Respondent's Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).
- 3.12 **"Successful Offeror/Respondent"** - the qualified, responsible and responsive Offeror/Respondent to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.

#### 4. CLARIFICATION & ADDENDA

- 4.1 Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Scope of Work outlined in this document, the Special Conditions and/or the Scope of Work shall prevail.

- 4.2 The responding firm shall examine all response documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found, the Responding firm shall contact the Purchasing & Contracts Division Office immediately.

- 4.3 Any inquiries, suggestions, requests concerning clarification, or requests for additional information shall be submitted online at <https://tamarac.bidsandtenders.org/>.

- 4.4 The City of Tamarac reserves the right to amend this proposal document prior to the response opening date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

- 4.5 \*\*\*\*\* SPECIAL NOTE -- Addendums will only be issued electronically through the City's web-site. Vendors will be notified of the availability of new solicitations and addendums via e-mail (per the vendor's selected commodity choice).

It is essential that all vendors receiving a bid or proposal download the document from the City's web-site.

All responding firms must visit <https://tamarac.bidsandtenders.org/> to download response documents. Responders must create a New Account with the City's solicitation distribution partner, bids&tenders™, and must select the commodity codes for which they wish to be notified. Upon selection of commodity codes and the completion of registration, responders will receive electronic e-mail notifications any time new solicitations are uploaded for the specific commodity codes selected. The notifications will provide vendors a link, allowing the vendor to download the package and receive all new addendums released by the City for that solicitation. It is the Contractor's responsibility to select the correct Commodity Code associated with what type of items or services they can provide to the City.

Upon completion of the registration process, a confirming e-mail will be sent to the individual who registered. Addendums will be uploaded to the City's website but regardless of the means of transmission of an Addendum it is the responsibility of the bidder or proposer to ensure that they have received all addendums issued for a solicitation prior to submitting a response. Offerors shall be solely responsible for maintaining accurate contact data with the Responses and Tenders. The City shall under no circumstances be responsible for and errors or omissions in vendor's contact information on file with. Updates to contact information may be requested by contacting Bids and Tenders at [support@bidsandtenders.org](mailto:support@bidsandtenders.org).

#### 5. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

The following is a summary of documents required to be submitted, or agreed to electronically for this proposal. Failure to include a technical proposal, cost proposal (**Attachment A, Price Matrix**), the national program response (Attachment B, Exhibit A), bid surety (if required below), or any other document that, by its omission, may prejudice the rights of other respondents, may result in immediate rejection of your proposal. Other forms or documents which, by their nature do not impact price or the Offeror's cost of doing business should accompany the Proposal; but must be provided within three (3) business days of the City's request to be considered responsive:

- Letter of Transmittal
- Required Narratives responding to requirements outlined in the Scope of Work/Specifications
- Certification Forms
- Offeror's Response to Questions & References
- Vendor Drug Free Workplace Requirement
- Non-Collusive Affidavit Form
- Scrutinized Nations Requirement
- Proof of applicable insurance
- Listing of any Subcontractors to be utilized.
- The City reserves the right to request the most recently completed audited financial statement, or other approved documentation to verify financial viability.

## 6. SUBMISSION OF PROPOSALS

- 6.1 The Proposer is directed to access proposal documents by registering on-line with bidsandtendersTM at [www.tamarac.org/bids](http://www.tamarac.org/bids). All proposal documents will be made available at this site.
- 6.2 The Proposer is furthermore directed to deliver sealed proposals online at: <https://tamarac.bidsandtenders.org/Module/Tenders/en>
- 6.3 All proposals shall be submitted in the English language, and pricing expressed in U.S. Dollars.
- 6.4 Proposers shall electronically acknowledge the receipt of all addenda.
- 6.5 Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.
- 6.6 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear in the document.
- 6.7 Proposals shall be electronically submitted to the Purchasing and Contracts Division on or before the time indicated in the Request for Proposals via the bidsandtendersTM on-line solicitation system. Proposals will be held on the bidsandtendersTM server as an encrypted document, with no access by the City of Tamarac or others until immediately following the proposal closing date and time, at which time all responses shall be securely released to the City.
- 6.8 In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information or trade secrets considered confidential and/or proprietary which may be considered exempt under Florida Statute §119.07(t).
- 6.9 All Proposals received from Offerors in response to the Request for Proposals will become the property of City. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.
- 6.10 The Proposer preparing a submittal in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.
- 6.11 Electronic Media Submission: The City may require that machine readable information and data, including computer assisted drafting designs (AutoCAD files) be provided by the proposing firm as a part of its submittal. The proposing firm shall not be liable for claims or losses arising out of, or connected with, modification by the City, or anyone authorized by the City, decline of accuracy or readability of data due to storage or obsolescence of equipment or software, any use by the City or anyone authorized by the City, of such data for additions to projects except as authorized in writing by the proposing firm. Such files should be submitted on-line at <https://tamarac.bidsandtenders.org/Module/Tenders/en>.

## 7. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 7.1 Proposals may be modified or withdrawn by a duly executed document signed by a corporate officer or other employee with designated signature authority. Evidence of such authority must accompany the request for withdrawal or modification. The request must be delivered to the Purchasing and Contracts Division Office at any time prior to the deadline for submitting Proposals, and may be alternatively completed on-line at <https://tamarac.bidsandtenders.org/Module/Tenders/en>. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time.
- 7.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with the Purchasing Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly

evident on the face of the Proposal, but the intended correct Proposal is not similarly evident, Offeror may withdraw its Proposal and any bid security will be returned. Thereafter, the Offeror may be disqualified from further bidding on the subject Contract.

## **8. REJECTION OF PROPOSALS**

- 8.1** To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 8.2** City reserves the right to reject the Proposal of any Offeror if City believes that it would not be in its best interest to make an award to that Offeror, whether because the Proposal is not responsive, the Offeror is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of the solicitation.

## **9. QUALIFICATIONS OF PROPOSERS**

- 9.1** Proposals will be considered from firms normally engaged in providing the service requested. The proposing Firm must demonstrate adequate experience, organization, facilities, equipment and personnel to ensure prompt and efficient service to the City of Tamarac. The City of Tamarac will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject proposals where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.
- 9.2** Each Offeror shall complete the Offeror's Qualifications Statement and submit the form with the Proposal. Failure to submit the Offeror's Qualifications Statement and the documents required thereunder may constitute grounds for rejection of the Proposal.
- 9.3** No proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to City for any debt or contract, who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed irresponsible or unreliable by City. City will be the sole judge of said determination. The City reserves the right, before recommending any award, to inspect the facilities, equipment and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions.
- 9.4** Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable.

Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

## **10. OMISSION OF DETAILS**

- 10.1** The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.
- 10.2** For the purpose of evaluation, the Respondent must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the requirements in every respect.

## **11. NON-COLLUSIVE AFFIDAVIT**

Each Offeror shall complete the Non-Collusive Affidavit Form and shall submit this form with the response/proposal. The City considers the failure of the Offeror to submit this document to be a major irregularity, and may be cause for rejection of the response

## **12. CONFLICT OF INTEREST**

The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Responding firms shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies.

## **13. QUANTITIES**

Any quantities which may be shown herein, as applicable, are estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contract. The City reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the City.

## **14. DELIVERY**

All items shall be delivered F.O.B. destination to an address specified by the using agency. All delivery costs and charges must be included in the proposal price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the proposal.

## **15. SAMPLES AND DEMONSTRATIONS**

When requested, samples are to be furnished free of charge to the City. If a sample is requested, it must be delivered within seven days of the request unless otherwise stated in the proposal. Each sample must be marked with the Proposer's name and manufacturer's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Proposer.

## 16. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

**Firm Pricing:** Any pricing provided shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, pricing submitted shall be fixed and firm for a period of ninety (90) calendar days including when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for response evaluation.

**Prompt Payment Discounts:** Offerors are encouraged to provide prompt payment terms. If no payment discount is offered, the Offeror shall enter zero (0) for the percentage discount to indicate net 30 days. If the Offeror does not enter a percentage discount, it is understood and agreed that the payment terms shall be two percent (2%) ten (10) days, net thirty (30) days effective on the date that the City receives an accurate invoice or accepts the product, whichever is the later date. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the Local Government Prompt Payment Act, F.S. Chapter 218. (See link for more information)

### \*\*\*\*\*IMPORTANT NOTE\*\*\*\*\*

**Payments by Electronic Funds Transfer:** ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at <https://tamarac.seamlessdocs.com/f/DirectDeposit>.

Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

## 17. TAXES

The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

## 18. RESPONSE TABULATION

After the response time has closed, and after review by the Evaluation Committee, a tabulation of points awarded to each

response will be posted online at: <https://tamarac.bidsandtenders.org>. Offerors will be able to download the tabulation at the link provided directly above. The City may or may not notify unsuccessful Responding firms of contract awards.

Pursuant to Florida Statute Chapter 119, Section 7(m), sealed responses and quotations or proposals received by an agency pursuant to invitations for bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §120.57(3) (a), or within 30 days after bid/proposal opening, whichever is earlier.

## 19. FORM AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Form Agreement document. Proposers shall be responsible for complying with all of the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Proposers shall note any deviation or variance with the Form Agreement document at the time of bid submission.

## 20. OTHER GOVERNMENTAL ENTITIES

If a Proposer is awarded a contract as a result of this RFP, Proposer will, if Proposer has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the Request for Proposals and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

## 21. UNBALANCED RESPONSES

When a unit price proposed has variable or estimated quantities, and the response shows evidence of unbalanced pricing, the City reserves the right to reject such response.

## 22. INFORMATION REQUESTS AFTER DUE DATE

Pursuant to Florida Statute Chapter 119, Section 071(1), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §119.071(1) (b) (2), or within 30 days after bid/proposal opening, whichever is earlier.

## 23. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may

be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

## 24. CONTINGENT FEES PROHIBITED

The Offeror must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

## 25. PROHIBITION AGAINST LOBBYING

During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any City Commission members, candidates for City Commission or any employee of the City.

**25.1** Contact should only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing and Contracts Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.

**25.2** During a formal solicitation process, contact with personnel of the City of Tamarac other than the Purchasing and Contracts Manager or designated representative regarding any such solicitation may be grounds for elimination from the selection process. (Reference: Tamarac Procurement Code Section 6-156.)

## 26. PROTESTS

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the purchasing and contracts manager. The protest shall be submitted in writing within five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto and shall be submitted with the procedures outlined in section 6-154 "Appeals and remedies" of the Tamarac procurement code, available at the following link: [https://www.municode.com/library/fl/tamarac/codes/code\\_ofordinances?nodeId=PTIICO\\_CH6FITA\\_ARTVTAPRCO](https://www.municode.com/library/fl/tamarac/codes/code_ofordinances?nodeId=PTIICO_CH6FITA_ARTVTAPRCO)

## 27. WITHDRAWAL OF PROPOSAL

Any Responding firm may withdraw its proposal prior to the indicated opening time. The request for withdrawal must be completed online at <https://tamarac.bidsandtenders.org/Module/Tenders/en>. This must be requested prior to the proposal opening date and time.

## 28. BACKGROUND INVESTIGATION

As a part of the proposal evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and/or employees, by the Broward County Sheriff's Office. Proposer's submission of a proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.

## 29. GRANT FUNDED PROJECTS

The City of Tamarac and any other using agency may use Federal Procurement Standards including Title 2 CFR Part 200, which requires the non-Federal entity (City of Tamarac or other non-Federal agency) to conduct procurements in a manner that prohibit the use of statutorily or administratively imposed in-State or local geographic preferences in the evaluation of bids or proposals. Therefore, consistent with Title 2 CFR Section 200.319(b), the Office of Economic and Small Business Development (OESBD) is unable to establish a County Business Enterprise (CBE) goal on this project.

Title 2 CFR Part 200 requires that the using agency take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Section 200.321 requires the non-Federal entity (City of Tamarac) to take the following necessary affirmative steps in its procurement process:

- (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;
- (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; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

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## B. STANDARD TERMS & CONDITIONS

These standard terms and conditions apply to all offers made to the City of Tamarac by all prospective Proposers including but not limited to Request for Quotes, Request for Bids and Request for Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Proposers. Any and all special conditions in this RFP or any sample agreement document that may be in variance or conflict with these Standard Terms and Conditions shall have precedence over these Standard Terms and Conditions. If no changes or deletions to Standard Terms and Conditions are made in any Special Conditions which may be contained herein, or in the Scope of Work, then the Standard Terms and Conditions shall prevail in their entirety.

### 1. PERFORMANCE

Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirements of the proposal shall be just cause for cancellation of the proposal award; notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Proposer, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

### 2. CONDITIONS OF MATERIALS

All materials and products supplied by the Proposer in conjunction with this proposal shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Proposer at no cost to the City. Successful Proposer shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

### 3. COPYRIGHTS OR PATENT RIGHTS

The Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this proposal. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

### 4. SAFETY STANDARDS

The Proposer warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

### 5. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

### 6. TERMINATION

**a. DEFAULT:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

**b. TERMINATION FOR CONVENIENCE OF CITY:** Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

**c. FUNDING OUT:** This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

### 7. ASSIGNMENT

The Proposer shall not transfer or assign the performance required by this proposal without the prior written consent of the City. Any award issued pursuant to this proposal and monies that may become due hereunder are not assignable except with prior written approval of the City. For purposes of this Agreement, any change of ownership of the proposer shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of the City and its successors and assigns.

### 8. EMPLOYEES

Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

### 9. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; 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 and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

## 10. INSURANCE REQUIREMENTS

Proposer agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein. Proposer shall obtain at Proposer's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Proposer shall maintain such insurance in full force and effect during the life of this Agreement. Proposer shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Proposer shall indemnify and save the City harmless from any damage resulting to it for failure of either Proposer or any subcontractor to obtain or maintain such insurance. The following are required types and minimum limits of insurance coverage, which the Proposer agrees to maintain during the term of this contract:

Insurance Requirements		
Line of Business/ Coverage	Occurrence	Aggregate
	Limits	
Commercial General Liability Including: Premises/Operations Contractual Liability Personal Injury Explosion, Collapse, Underground Hazard Products/Completed Operation Broad Form Property Damage Cross Liability and Severability of Interest Clause	\$1,000,000	\$1,000,000
Automobile Liability	\$1,000,000.00	\$1,000,000.00
Workers' Compensation & Employer's Liability	Statutory	

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Proposer nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Proposer will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

The Proposer's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Proposer's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Proposer shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Proposer purchase a bond to cover the full amount of the deductible or self-insured retention. If the Proposer is to provide professional services. The City reserves the right to request the successful Proposer to provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance in the event that the successful Proposer provides professional services as agreed upon with City.

## 11. INDEMNIFICATION

The Proposer shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Proposer or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

## 12. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative

Preprocedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

### **13. SCRUTINIZED COMPANIES F.S. 287.135 and 215.473**

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

### **14. RECORDS/AUDITS**

The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes.

14.1 The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- i. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- ii. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- iii. Ensure that public records that are exempt

or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

- iv. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce any available contract remedies in force including termination of the Agreement.

- 14.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

### **15. UNBALANCED PROPOSALS**

When a unit price proposal has variable or estimated quantities, and the proposal shows evidence of unbalanced proposal pricing, such proposal may be rejected.

### **16. UNIT PRICES**

Where a discrepancy between unit price and total price is indicated on a Proposer's submitted Schedule of Proposal Prices or Price Proposal Form, the unit prices shall prevail.

### **17. VENUE**

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

### **18. PUBLIC RECORDS CUSTODIAN**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE**

**PUBLIC RECORDS RELATING TO  
THIS CONTRACT, CONTACT THE  
CUSTODIAN OF PUBLIC RECORDS  
AT:**

**CITY CLERK  
7525 NW 88TH AVENUE  
ROOM 101  
TAMARAC, FL 33321  
(954) 597-3505  
[CITYCLERK@TAMARAC.ORG](mailto:CITYCLERK@TAMARAC.ORG)**

**19. SPECIAL PROVISIONS FOR FLORIDA SCHOOLS**

It is anticipated that this Agreement will be utilized by School Districts within the State of Florida. Vendors making deliveries to the facilities of any School District in the State of Florida with children present shall comply with the following requirements:

19.1 Background Screening: In the event the requirements include the need for Contractor to visit any Florida schools with students present, Contractor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by the individual school district(s) in advance of Contractor or its personnel providing any services under the conditions described in the previous sentence. Contractor shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its personnel. The Parties agree that the failure of Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the City of Tamarac to terminate this Agreement immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless The City or any Florida school district using this Agreement, its officers and employees resulting from liability or claims made by any person who may suffer physical or mental injury, death or property damage resulting in the Contractor's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

19.2 Child Neglect: The Contractor and its employees shall be subject to the requirements of §39.201 Florida Statute that requires the reporting of child abuse or child neglect to the State of Florida, Department of Children and Families via the Florida Abuse Hotline 1-800-962-2873.

19.3 Confidential Student Information: Notwithstanding any provision to the contrary contained in this agreement between the Contractor and the City; Contractor and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Contractor for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the City of Tamarac as well as any Florida school district using this Agreement, and its officers and employees harmless for any violation of this covenant, including but not limited to defending the City and any Florida school district using this Agreement, its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the City or Florida school district using this Agreement or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the City or Florida school district using this Agreement arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

**20. COMPLIANCE WITH STATUTES**

It shall be proposer's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state and federal agencies as applicable, specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or contractors with a Florida public school or district.

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**SCOPE OF WORK/SPECIFICATIONS**  
**19-12R**  
**OFFICE SUPPLIES, PRODUCTS AND RELATED SERVICES**

**1. SERVICES AVAILABLE**

The Respondent shall provide a synopsis of the terms and requirements of the program that will be made available to users, including information regarding office supplies, school supplies, copy and print services, promotional materials and services, office furniture, cleaning and break room, and other applicable products and service solutions, propose pricing, ordering, e-commerce, deliveries, returns, reporting capabilities, value-add, etc.

**2. DISCOUNTED PRICING REQUIREMENTS -- PRICING MATRIX**

2.1 Offerors shall provide pricing based on a discount from a verifiable price list or catalog, or fixed price, or a combination of both with indefinite quantities. Multiple percentage discounts by category are acceptable if, where different percentage discounts apply, different percentages are specified. Any exceptions to the discounts proposed must be clearly identified. Additional pricing and/or discounts may be included. The respondent shall provide pricing for a specific list of core or high volume use items, attached herein as Attachment A, pricing for Market Basket or representative diverse items, as well as a percentage discount off of the verifiable price list or catalog for other items which may be considered as Value added items that may be purchased. Respondent shall list all applicable discounts by group and enumerate any areas within the catalog where additional restrictions may apply. All pricing shall be provided based on a national scope for any and all government agencies within the United States.

2.2 The Pricing Matrix – Core items reflect high use items and are intended to provide information for comparison only and will not be the sole determining factor in any award of an agreement resultant from this Request for Proposal process. The pricing matrix for core, or high use items, is based on the highest quantity, most commonly used items on the current City of Tamarac contract available through Omnia Partners. The Market Basket items reflect additional items from various diverse categories of items which the City and Omnia Partners wish to make available to agencies on the final Agreement. The purpose of the Market Basket is allow the City to evaluate the proposer's non-core pricing.

Therefore, if an OEM product is specified on the Pricing Matrix proposer MUST provide pricing for that manufacturer's product and/or equivalent OEM product specified. DO NOT submit a generic equivalent or reconditioned or re-loaded item unless the item SKU specifically describes an item that may fall into one of those categories. In the event that the reference SKU reflects a generic equivalent, reconditioned or re-loaded item, then the proposer may submit their own generic item for consideration. Generic items will also be

identified on the Pricing Matrix document. It should be noted that the successful awarded proposer will be able to market generic, reconditioned, reloaded of items that proposer considers to be equal to the listed SKU's to agencies after contract award.

- 2.3 The respondent shall provide pricing for diverse groups of products which may include but not be limited to such items on the Pricing Matrix, office and school consumables, folders, binders & accessories, breakroom & cleaning supplies, office equipment and furniture, copy and print services, promotional materials and services, technology items including IT peripherals, paper (white recycled, virgin, other), toner (original manufacture and remanufactured) and other applicable products and services. Other applicable products and service solutions: This includes private label that are equal to or superior to the originally manufacturer product. While the City has attempted to include diverse product categories under the Market Basket section of the Pricing Matrix, this may not reflect all potential product categories listed herein.
- 2.4 Core items shall be clearly designated as "Core Items" in successful Contractor's online catalog.
- 2.5 Customized Market Baskets. In addition to the National Market Basket, Offerors may provide customized market baskets to participating agencies after Contract award.

### **3. ORDERING REQUIREMENTS & E-COMMERCE**

- 3.1 The successful respondent shall provide for complete on-line ordering by use of an electronic catalog methodology, which will permit customers to order on-line over the internet. The successful respondent shall maintain all servers at their location(s) and provide for appropriate data security to safeguard orders entered on-line.
- 3.2 The on-line ordering system shall be populated with all appropriate and correct pricing for, based on the respondent's consortium pricing. In the event an error in pricing is discovered in favor of the user, the successful contractor shall provide a refund and/or credit memo to be issued within ten (10) days after the discovery of the discrepancy.
- 3.3 The on-line ordering system shall be structured in such a manner to allow for multiple approval levels which may be customized for individual agencies.
- 3.4 The on-line ordering system shall be set-up to provide for billing to a specific address and shall be capable of accepting procurement cards as a means of payment at the time of order entry.
- 3.5 It is preferable that the on-line ordering system be capable of providing the appropriately discounted price to individuals who may wish to purchase supplies at one of the respondent's retail stores. The system shall provide pricing based on the entry of an entity's account number, or by the use of

an entity pro-card.

- 3.6 Upon delivery of the order, the successful respondent's e-commerce system shall be capable of providing electronic invoicing if desired.
- 3.7 In addition to the use of pro-cards for payment, the successful respondent's e-commerce system shall be capable of receiving payment via Electronic Funds Transfer (EFT) from the entity.

#### **4. MINIMUM ORDERING QUANTITIES & SUSTAINABILITY FEE**

The Proposer shall submit their minimum order quantity, which shall reflect the minimum value of an order to be delivered. In the event that a using agency desires to submit an order less than the minimum ordering quantity, the successful proposer may charge a sustainability fee for orders under the required minimum order quantity. Proposer shall include the proposed sustainability fee at the time of proposal submittal. The City shall consider the value of the minimum order quantity as well as any sustainability fee as a part of the evaluation of proposal responses.

#### **5. DELIVERY REQUIREMENTS**

- 5.1 The successful respondent shall provide for next day delivery of products ordered by a specific time. The respondent shall utilize a Just in Time Delivery system/process in order to guarantee next day delivery.
- 5.2 It is desirable that the successful respondent deliver supplies using their own transportation, in order to provide for delivery to the specific location of the ordering entity (commonly known as "Desktop Delivery").

#### **6. REBATE PROGRAM**

The successful respondent may propose a rebate program as an option. Rebates may be offered for large quantity orders, single ship locations, growth, annual spend, guaranteed quantity, etc. The proposal response shall outline any applicable rebate program that may be available.

#### **7. RETURN POLICY**

The successful respondent shall have a policy which provides for the return of incorrect merchandise at no cost to the governmental entity provide a policy which will ease in handling returns.

#### **8. CUSTOMER SERVICE, BILLING**

Participating agencies place a high value on excellent customer service. Service provided by the respondent, including past customer service history, services available, reduced paperwork, easily understood invoicing, and quick turnaround time for orders as well as inquiries will be a factor in the determination of the successful respondent to this request.

- 8.1 It is highly desirable that the successful respondent utilize dedicated inside and outside representatives to service this Agreement. The respondent may utilize multiple representatives to cover the nation; but shall appoint a single point of contact to provide for consistency and continuity of service.
- 8.2 Additionally, the successful respondent shall also provide individual dedicated inside and outside representatives to service this Agreement on a national basis for members of who utilize this Agreement.
- 8.3 Successful respondent shall provide for accurate billing of items ordered, timely credits (within 24 hours), and invoices that are easy to understand.

## **9. REPORTING CAPABILITIES**

The successful respondent shall provide for robust reporting capabilities to assist participating agencies members as a whole in identifying their ordering patterns, and product usage. A listing of standard reports available should be provided with the proposal response.

## **10. CONTRACT TERM & RENEWALS**

The contract term shall be for a minimum of four (4) years beginning on or around October 18, 2019 with the right to extend for up to one (1) additional four (4) year period upon mutual written agreement of the City and the contractor.

## **11. PRICING - ESCALATION/DESCALATION**

- 11.1 Contractor shall submit requests for escalation or de-escalation within a reasonable time period prior to the desired effective date of the change. The changes shall be based on changes to the list unit pricing for each item, and the percentage discounts for each category/item shall remain unchanged throughout the term of the Agreement.
- 11.2 The City recognizes that at certain times during the term of this Agreement, pricing in some industries may become volatile due to various changes not limited to changes in economic conditions such as product shortages, raw material shortages, labor stoppages, tariffs, government regulation, foreign interference or other changes which create volatile market pricing. The successful Contractor shall be responsible to provide adequate notice to the City of such situations. It is desired that such pricing remain fixed and firm through the remaining three (3) month period in place at the time, with adjustments to be made at the beginning of the next three (3) month period; however, in the event of extreme changes in market conditions, the Contractor shall advise the City as soon as feasibly possible regarding the circumstances surrounding such extreme market condition changes. The City reserves the right to accept or reject such requests based on their merit. Such pricing changes must be approved by the City prior to implementation.
- 11.3 The Contractor may offer promotional discounts for specific items or categories of items. The Contractor may provide the City with temporary

promotional discounts to pricing during the term of the Agreement. The promotional discounts may be provided based on the actual effective dates of such promotions and shall not penalize the Contractor when pricing is audited.

## **12. THIRD PARTY AUDITS**

- 12.1 The Contractor shall obtain a third-party firm at no additional cost to the City to conduct external price audits on this contract. The Contractor shall contract with a third-party firm (to be approved by the City) to conduct a quarterly random sampling (a minimum of 500 items per quarter) of contract items to confirm the accuracy of contract price or percentage discount and final sell price. Specifically, the third-party firm will confirm the prices displayed on the Contractor's website are equal to or less than the contract terms. The third-party firm shall provide a quarterly report to the City indicating a Price Accuracy Percentage Rate of 98% or higher. The Price Accuracy Percentage Rate shall be calculated using the following formula: the total sum of the contract price for 500 products sampled divided by the total sum of the purchase price for 500 products. Example: \$5,050 divided by \$4,900 = 103%. At a minimum, the quarterly report will identify items not in compliance with the contract terms, provide the date of the audit, and screenshots of the items on the Contractor's website that were not in compliance with the contract terms. If the City deems it is in the best interest of the City, the City reserves the right to increase the frequency of the Third-Party Audit.

## **13. SUSTAINABILITY PROGRAMS**

The City requires the Proposer to provide various sustainability programs a part of this Agreement. The Proposer shall at a minimum provide the following sustainability programs:

- 8.4 An environmental program providing that agencies may purchase environmentally sustainable "green" products from the successful Contractor in order to encourage the use of environmentally friendly products by using agencies.
- 8.5 A program to encourage the participation of Minority owned businesses, Women's business enterprises, Veteran owned businesses, firms in labor surplus areas and other Disadvantaged Businesses. Such programs shall encourage the use of such businesses as both product suppliers to the successful Contractor as well as Tier One suppliers who serve to contract directly with using agencies, such as firms engaged in the direct delivery of products utilizing the terms and pricing of this Agreement.

## **14. COMPLIANCE WITH FEDERAL REGULATIONS 2 CFR Part 200**

Refer to Attachment B, Exhibit G for document governing federal funds under this agreement.

**15. SURVIVAL CLAUSE**

All applicable software license agreements, warranties or service agreements that were entered into between Contractor and participating agency under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

**16. PROPOSAL EVALUATION**

An Evaluation Committee consisting of member agencies of the Southeast Florida Governmental Purchasing Cooperative will evaluate and rank proposals received in response to the Request for Proposals. OMNIA Partners will be represented as a non-voting committee member. The evaluation will be based on an overall ranking of proposal responses from “1” (i.e. first ranked) to the total number of proposal submittals.

The Core Items, the Market Basket and the overall discount for non-high use items will be used to evaluate pricing, and the responses to the questionnaire, and service documentation provided as a part of the response will be used to evaluate the quality and availability of services under the Agreement. The Pricing component and the quality and availability of services component will be equally ranked during the evaluation process.

The Evaluation Committee shall review all pricing submittals for Core, Market Basket and Non-Core item discounts to determine the most advantageous overall pricing structure.

Breakdown of Criteria:

- Pricing
  - Core
  - Market Basket
  - Non-Core Discounted Items
- Quality and Availability of Services

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## QUESTIONNAIRE

Respondent shall provide answers to each of the following questions. Answers to this Questionnaire shall be returned along with the Response. Additional pages may be used as may be required.

Name of your firm: \_\_\_\_\_

1. Provide a response to the national program.
  - a. Include a detailed response to Attachment B, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide and describe how volume will be tracked and reported to OMNIA Partners.
  - b. The successful offeror will be required to sign Attachment B, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement. Include completed Attachment B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
2. Describe how services proposed will be priced. Provide any blanket discounts:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. How many total items are included and available under your discounted pricing?  
\_\_\_\_\_
4. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculations, formulas, components, index, etc. to be used. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.
5. Describe Offeror's ability to provide customized market baskets to participating agencies. Describe any limitations to customized market baskets (number of items, excluded categories, agency size limitations, etc.). How frequently does Offeror propose to update customized market baskets?

6. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, special programs, minimum order quantity, free goods programs, total annual spend, etc.
7. Does your firm offer any type of rebate program for governmental agencies that allows for cash back to the entity for using your agreement? \_\_\_\_\_ Yes  
\_\_\_\_\_ No. If yes, please provide the details of your rebate plan:  
\_\_\_\_\_  
\_\_\_\_\_
8. Do you offer Just-in-Time "next day" delivery? \_\_\_\_\_ Yes \_\_\_\_\_ No
9. Are all items in your catalog available for Just-in-Time "next day" delivery?  
\_\_\_\_\_ Yes \_\_\_\_\_ No. Please specify items for which next day delivery is  
available, as well as items for which next day delivery is NOT available:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. Do you provide free shipping for the delivery of orders? \_\_\_\_\_ Yes  
\_\_\_\_\_ No If no, please detail your shipping program \_\_\_\_\_
11. Do you provide "desk-top" delivery for no additional charge (i.e. delivery to the end-user's actual office instead of to a central receiving location)? \_\_\_\_\_ Yes  
\_\_\_\_\_ No
12. Do you provide for on-line (Internet) ordering using an electronic catalog methodology, with prices specifically coded to reflect the customer's pricing?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
13. Is your on-line ordering system structured in such a manner to allow for multiple approval levels which may be customized for individual agencies? \_\_\_\_\_ Yes  
\_\_\_\_\_ No. If no, please detail your system structure: \_\_\_\_\_  
\_\_\_\_\_
14. Is your on-line ordering system set-up to provide for billing to multiple addresses within the entity as required by the entity, and is the system capable of accepting procurement cards as a means of payment at the time of order entry?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
15. Is your on-line ordering system capable of providing the appropriately discounted price to governmental clients at the time of order entry based on the entry of an entity's account number, or by the use of an entity pro-card?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
16. Provide a website link in order to review ease of use, availability, capabilities

related to ordering, returns and reporting.

17. Will your firm offer the same discounts and pricing when an employee, in their official capacity on behalf of the entity, uses their entity issued pro-card in one of your retail outlets? \_\_\_\_\_ Yes \_\_\_\_\_ No
18. Is your e-commerce system set-up to provide electronic invoicing if desired? \_\_\_\_\_ Yes \_\_\_\_\_ No
19. In addition to the use of pro-cards for payment, is your e-commerce system capable of receiving payment via Electronic Funds Transfer (EFT) from a governmental entity? \_\_\_\_\_ Yes \_\_\_\_\_ No
20. Describe Offerors ability and experience with e-commerce and web-based procurement providers such as ESM, Jagger, Coupa, WorkDay, Lawson, SAP, PeopleSoft, and all others your company has successfully interfaced with. Describe electronic online catalog, punch out programs, purchasing authorization limits, store front, etc.
21. Do you have a minimum dollar value for orders? \_\_\_\_\_ Yes \_\_\_\_\_ No.  
If yes, what is your minimum dollar value for orders? \$\_\_\_\_\_
22. If you do not have a minimum dollar value for orders, do you charge any additional sustainability fees to deliver items under a certain dollar value? \_\_\_\_\_ Yes \_\_\_\_\_ No. If yes, what is your additional delivery fee? \$\_\_\_\_\_
23. Describe your audit program to measure pricing accuracy. Describe how Offeror proposes to insure pricing offered to the City and participating agencies under the agreement and displayed on contractor's website are less than or equal to the pricing in the agreement. Describe if a third-party audit firm will be used and if there are additional fees for this service. Does the contractor ensure a price accuracy of 98% or greater? Describe the frequency in which any audits will be performed.
24. Do you use your own transportation or a common or contract carrier or other sub-contractor to make deliveries, and NOT a courier service that will only deliver to one central location?  
\_\_\_\_\_ Yes \_\_\_\_\_ No If yes, please provide name(s) of carrier(s) or sub-contractor(s) \_\_\_\_\_  
\_\_\_\_\_
25. Do you currently have a return policy which provides that returns may be made at no charge to the entity for incorrect merchandise? \_\_\_\_\_ Yes \_\_\_\_\_ No
26. Please detail your return policy which provides for the return of incorrect merchandise: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

27. If awarded a contract, will your firm provide a single point of contact to coordinate the efforts of all local sales representatives in the area to provide for continuity?  
\_\_\_\_\_ Yes \_\_\_\_\_ No. If yes, please provide the name of the individual who will be the coordinating account manager:  
\_\_\_\_\_

28. Do you provide dedicated inside customer service support specifically dedicated to serving governmental clients using your agreement? \_\_\_\_\_ Yes \_\_\_\_\_ No. If yes, please detail your customer service support structure: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

29. Please provide information regarding your policy for providing credit(s) for incorrect orders: \_\_\_\_\_  
\_\_\_\_\_

30. Please provide a synopsis of the type of management reports that you are able to generate and provide for governmental clients, and what process is required to obtain reports:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

31. Describe the financial condition of the Offeror.

32. Please provide information about any Environmental Sustainability "Green" initiatives supported by your firm, which would assist participating agencies in meeting requirements for sustainable procurements:  
\_\_\_\_\_  
\_\_\_\_\_

33. Please provide information about any program designed to encourage the participation of Minority owned businesses, Women's business enterprises, Veteran owned businesses, firms in labor surplus areas and other Disadvantaged Businesses either as a product supplier or as a Tier One supplier who serves to contract directly with using agencies, such as firms engaged in the direct delivery of products utilizing the terms and pricing of this Agreement.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

34. Do you provide ancillary services in your stores for which contract pricing may be extended (e.g., reproduction services, binding, etc.)? \_\_\_\_\_ Yes \_\_\_\_\_ No. If yes, please indicate the types of services provided. \_\_\_\_\_  
\_\_\_\_\_

35. Please provide reference information as requested on the next page.

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## REFERENCES

Please list government agencies (preferred) and/or private firms with whom you have done business during the last five years:

**Your Company Name**

**Address**

**City State Zip**

**Phone/Fax**

**E-mail**

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_)

)ss.

County of \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn,  
deposes and says that:

1. He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## ACKNOWLEDGMENT

### NON-COLLUSIVE AFFIDAVIT

State of Florida

County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared

\_\_\_\_\_ and  
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print,  
Stamp, or Type as Commissioned)

- ☐ Personally known to me, or  
☐ Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

☐ DID take an oath, or ☐ DID NOT take an oath

---

**SAMPLE FORM AGREEMENT  
BETWEEN THE CITY OF TAMARAC  
AND**

\_\_\_\_\_

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and \_\_\_\_\_, a \_\_\_\_\_ corporation with principal offices located at \_\_\_\_\_ (the "Contractor") to provide Office Supplies for CITY and other participating agencies nationwide through OMNIA Partners, Public Sector.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

**1. The Contract Documents**

The contract documents consist of this Agreement, Request for Proposal Document No. 19-12R issued XXXXXX XX, 2019, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Request for Proposal document #19-12R as issued by the City, and the Contractor's Proposal, \_\_\_\_\_ as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

**2. The Work**

**2.1.** The Contractor shall perform all work for the City required by the contract documents as set forth below:

**2.1.1** Contractor shall furnish all labor, materials, and equipment necessary to provide just-in-time desktop delivery of office supplies to the City of Tamarac and participating members of the Southeast Florida Governmental Purchasing Cooperative.

**2.1.2** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

### **3. Insurance**

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original proposal document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's General Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

### **4. Contract Term and Renewal**

This Agreement shall be effective \_\_\_\_\_, for a period of four (4) years. City and Contractor reserve the right to exercise one (1) additional four (4) year agreement, upon the written agreement by both Contractor and City, subject to satisfactory performance by Contractor.

### **5. Contract Sum**

The Contract Sum for the above work is based on the high-use pricing matrix and discounted catalog pricing provided proposed by Contractor as part of its response to Request for Proposal #19-12R.

### **6. Payments**

Payment will be made monthly for goods properly delivered during the previous month. The City of Tamarac will pay all office supply invoices by procurement card. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

### **7. Indemnification**

- 7.1** The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage,

including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

- 7.2** Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 7.3** The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 7.4** The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.
- 7.5** City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.
- 7.6** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

## **8. Non-Discrimination & Equal Opportunity Employment**

During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual

orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; 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 shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

#### **9. Independent Contractor**

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

#### **10. Assignment and Subcontracting**

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city. For purposes of this Agreement, any change of ownership of the proposer shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of the City and its successors and assigns.

#### **11. Notice**

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

---

**CITY**

City Manager  
City of Tamarac  
7525 N.W. 88th Avenue  
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Blvd., Suite 200  
Fort Lauderdale, FL 33308

**CONTRACTOR**

**12. Termination**

**12.1 Termination for Convenience:** This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

**12.2 Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

**13. Scrutinized Companies F.S. 287.135 and 215.473**

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that

is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

#### **14. Public Records**

**14.1** The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, Contractor shall:

- 14.1.1. Keep and maintain public records required by the City in order to perform the service;
- 14.1.2. Upon request from the City, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the City.
- 14.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement and any renewals thereof if Contractor does not transfer the records to the City.
- 14.1.4. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of Contractor, or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a

format that is compatible with the information technology systems of the City.

- 14.2** During the term of this Agreement and any renewals, Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

## **15. Uncontrollable Forces**

**15.1** Neither the City nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

**15.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

## **16. Agreement Subject to Funding**

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

## **17. Venue**

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

## **18. Signatory Authority**

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

**19. Severability; Waiver of Provisions**

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**20. Merger; Amendment**

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

**21. No Construction Against Drafting Party**

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

**22. Public Records Custodian:**

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

**CITY CLERK  
7525 NW 88TH AVENUE  
ROOM 101  
TAMARAC, FL 33321  
(954) 597-3505  
CITYCLERK@TAMARAC.ORG**

**23. Special Provisions for Florida Schools:**

It is anticipated that this Agreement will be utilized by various school districts within the

State of Florida. Accordingly, Contractor or any Sub-contractor making deliveries to the facilities of any School District in the State of Florida with children present shall comply with the following requirements:

- 23.1 Background Screening:** In the event the requirements include the need for Contractor to visit any Florida schools with students present, Contractor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by the individual school district(s) in advance of Contractor or its personnel providing any services under the conditions described in the previous sentence. Contractor shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its personnel. The Parties agree that the failure of Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the City of Tamarac to terminate this Agreement immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless The City or any Florida school district using this Agreement, its officers and employees resulting from liability or claims made by any person who may suffer physical or mental injury, death or property damage resulting in the Contractor's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.
- 23.2 Child Neglect:** The Contractor and its employees shall be subject to the requirements of §39.201 Florida Statute that requires the reporting of child abuse or child neglect to the State of Florida, Department of Children and Families via the Florida Abuse Hotline 1-800-962-2873.
- 23.3 Confidential Student Information:** Notwithstanding any provision to the contrary contained in this agreement between the Contractor and the City; Contractor and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Contractor for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the City of Tamarac as well as any Florida school district using this Agreement, and its officers and employees harmless for any violation of this covenant, including but not limited to defending the City and any Florida school district using this Agreement, its officers and employees against any complaint,

administrative or judicial proceeding, payment of any penalty imposed upon the City or Florida school district using this Agreement or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the City or Florida school district using this Agreement arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

**24. Compliance with Statutes:**

It shall be Proposer's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state and federal agencies as applicable; specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or contractors with a Florida public school or district.

*Remainder of Page Intentionally Blank*

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its \_\_\_\_\_ duly authorized to execute same.

**CITY OF TAMARAC**

\_\_\_\_\_  
Michelle J. Gomez, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Michael C. Cernech, City Manager

\_\_\_\_\_  
Patricia A. Teufel, CMC  
City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form and legal sufficiency:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Corporate Secretary

\_\_\_\_\_  
Signature of President/Owner

\_\_\_\_\_  
Type/Print Name of Corporate Secy.

\_\_\_\_\_  
Type/Print Name of President/Owner

(CORPORATE SEAL)

\_\_\_\_\_  
Date

## CORPORATE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public  
State of Florida at Large

\_\_\_\_\_  
Print, Type or Stamp  
Name of Notary Public

☐ Personally known to me or  
☐ Produced Identification

\_\_\_\_\_  
Type of I.D. Produced

☐ DID take an oath, or  
☐ DID NOT take an oath.

## Attachment A

# PRICING MATRIX

Proposer shall provide unit prices based on the items and quantities shown. Proposer shall propose the exact manufacturer and model number as specified, except where a generic item may be accepted, as indicated on the price matrix.

When generic items are specified, please provide the manufacturer and model number for each generic item. Failure to provide this information may result in rejection of proposal.

**PLEASE SEE EXCEL SPREADSHEETS INCLUDED IN THE ELECTRONIC EXHIBITS! Proposers shall download Excel Spreadsheets, add pricing as required, and upload completed Spreadsheet for submittal with bid. When OEM SKU'S are shown, please do not substitute other products or generic items. The successful Contractor will have the ability to make generic items or equal SKU's available under the final agreement.**

## Attachment B



### Requirements for National Cooperative Contract To be Administered by OMNIA Partners

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

OMNIA Partners Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

OMNIA Partners Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA Partners Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE  
PURCHASING AGREEMENT, EXAMPLE

OMNIA Partners Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE,  
EXAMPLE

OMNIA Partners Exhibit E – CONTRACT SALES REPORTING TEMPLATE

OMNIA Partners Exhibit F – FEDERAL FUNDS CERTIFICATIONS

OMNIA Partners Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

OMNIA Partners Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

## **OMNIA PARTNERS EXHIBIT - EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

### **1. Scope of National Cooperative Contract**

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

#### **1.1 Requirement**

The City of Tamarac, Florida (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector ("OMNIA Partners"), is requesting proposals for PRODUCT. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

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

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

These requirements are incorporated into and are considered an integral part

of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

## **1.2 Marketing, Sales and Administrative Support**

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

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

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

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

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

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

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

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

### **1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$500M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

### **1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

### **1.5 Objectives of Cooperative Program**

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

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to

multiple solicitations and Public Agencies need to conduct their own solicitation process;

Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing

## **2. Representations and Covenants**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

### **2.1 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

### **2.2 Pricing Commitment**

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

### **2.3 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

**3. SUPPLIER RESPONSE**

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

**3.1 Company**

- A. Brief history and description of Supplier.
- B. Total number and location of sales persons 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.
- E. Submit FEIN and Dunn & Bradstreet report.
- F. Describe any green or environmental initiatives or policies.
- G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.
- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
  - a. is a publicly held corporation and this reporting requirement is not applicable;
  - b. is not owned or operated by anyone who has been convicted of a felony; or
  - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

**3.2 Distribution, Logistics**

- A. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

**3.3 Marketing and Sales**

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
  - i Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - ii Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
  - i Creation and distribution of a co-branded press release to trade publications
  - ii Announcement, contract details and contact information published on the Supplier's website within first 90 days
  - iii Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
  - v Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
  - vi Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - vii Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
  - viii Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
    - OMNIA Partners standard logo;
    - Copy of original Request for Proposal;
    - Copy of contract and amendments between Principal Procurement Agency and Supplier;
    - Summary of Products and pricing;
    - Marketing Materials
    - Electronic link to OMNIA Partners' website including the online registration page;
    - A dedicated toll-free number and email address for OMNIA Partners
  - ix 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.
- x Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
  - xi Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
    - i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
    - ii. Best government pricing
    - iii. No cost to participate
    - iv. Non-exclusive contract
- C. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
  - iv. Knowledge of benefits of the use of cooperative contracts
- D. 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
- E. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- F. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- G. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- H. 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.

- I. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- J. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company 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 administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- K. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
  - i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
  - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
  - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
  - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

OMNIA PARTNERS EXHIBITS  
**EXHIBIT B- ADMINISTRATION AGREEMENT, EXAMPLE**



**ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector ("OMNIA Partners"), and \_\_\_\_\_ ("Supplier").

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (the "Principal Procurement Agency") has entered into a Master Agreement dated \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of \_\_\_\_\_ (the "Product");

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

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

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

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

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

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the

mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

### **DEFINITIONS**

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

### **TERMS AND CONDITIONS**

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

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

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

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

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A 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 – 8 and 12 – 23, 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.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners shall have the right to terminate this Agreement, at OMNIA Partners' sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

### **NATIONAL PROMOTION**

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

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

## **ADMINISTRATIVE FEE, REPORTING & PAYMENT**

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

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

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

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

## **GENERAL PROVISIONS**

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

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

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

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

A. OMNIA Partners:

OMNIA Partners  
Attn: President  
840 Crescent Centre Drive  
Suite 600  
Franklin, TN 37067

B. Supplier:


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

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

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

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

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

**[INSERT SUPPLIER ENTITY NAME]**

NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE  
COMPANY  
d/b/a OMNIA Partners Public Sector

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Sarah Vavra

\_\_\_\_\_  
Name

Sr. Vice President, Public Sector  
Contracting

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**OMNIA PARTNERS EXHIBITS  
EXHIBIT C – MASTER INTERGOVERNMENTAL COOPERATIVE  
PURCHASING AGREEMENT, EXAMPLE**

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this “Agreement”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“Principal Procurement Agencies”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector (“OMNIA Partners”) to be appended and made a part hereof and such other public agencies (“Participating Public Agencies”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “OMNIA Partners Parties”) by either registering on a OMNIA Partners Party website (such as [www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector) or [www.nationalipa.org](http://www.nationalipa.org) or any successor website), or by executing a copy of this Agreement.

**RECITALS**

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

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

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

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

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable

“safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

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

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“GPO”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners affiliates and subsidiaries; provided the purchase of Products through a OMNIA Partners Party or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “Procuring Party”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “GPO Contract”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “Supplier”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO

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

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

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

**OMNIA PARTNERS EXHIBITS  
EXHIBIT D – OMNIA PARTNERS PRINCIPAL PROCUREMENT AGENCY  
CERTIFICATE, EXAMPLE**

**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector ("OMNIA Partners"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

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

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

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

EXAMPLE



**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**  
**FEDERAL CERTIFICATIONS**

**ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

**TO WHOM IT MAY CONCERN:**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at

a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with

the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

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

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant 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 covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

---

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

---

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and

open competition.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

---

**PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322**

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Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year 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..

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

---

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

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Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly 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 AFFORDABLE CARE ACT**

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Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

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

---

**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: \_\_\_\_\_

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- New JERSEY BUSINESS COMPLIANCE**

**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey, **these forms to do not apply to agencies within the State of Florida or any other states**. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

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.

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE  
DOC # 1 - OWNERSHIP DISCLOSURE FORM  
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Complete as appropriate:**

*I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.*

**OR:**

*I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.*

**OR:**

*I \_\_\_\_\_, an authorized representative of \_\_\_\_\_, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest

*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**

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**DOC # 2 - NON-COLLUSION AFFIDAVIT**

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**State of** \_\_\_\_\_

**County of** \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_  
Name City

in the County of \_\_\_\_\_, State of \_\_\_\_\_  
of full age, being duly sworn according to law on my oath depose and say that:

I am the \_\_\_\_\_ of the firm of \_\_\_\_\_  
Title Company Name

*the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror 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 proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*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*

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature & Title

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_

SEAL

**DOC # 3 - AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval  
  
OR
2. A photo copy of their Certificate of Employee Information Report  
  
OR
3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

**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 upon receipt from the
- 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**

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #3, continued

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

**PROCUREMENT, PROFESSIONAL AND SERVICE  
CONTRACTS**

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

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

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

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

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

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

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

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

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

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

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Signature of Procurement Agent

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**DOC #4**      **DOC # 4 - C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**  
**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](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.

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).

Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.

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.

The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.

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.

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.

The form may be used “as-is”, subject to edits as described herein.

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.

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.

It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions.

NOTE: This section is not applicable to Boards of Education.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**  
**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

Doc #4,  
continued

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

Doc #4,  
continued

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**  
**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**  
**Required Pursuant to N.J.S.A. 19:44A-20.26**

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

**Part I – Vendor Information**

Vendor Name:			
Address:			
City:		State:	Zip:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Part II – Contribution Disclosure**

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

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

Doc #4,  
continued

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

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

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

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

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**DOC # 5 - STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

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

**OR**

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

**Check the box that represents the type of business organization:**

☐ Partnership      ☐ Corporation      ☐ Sole Proprietorship

☐ Limited Partnership      ☐ Limited Liability Corporation      ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

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

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_.

(Notary Public)

My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name & title of affiant)

\_\_\_\_\_  
(Corporate Seal)

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**DOC # 6 - CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN  
IRAN**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- New JERSEY BUSINESS COMPLIANCE**

**DOC # 7 - NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A. 52:32-44)**

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

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

## OMNIA PARTNERS EXHIBITS EXHIBIT H- OMNIA PARTNERS ADVERTISING COMPLIANCE REQUIREMENT

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

Nationwide:

State of Alabama	State of Hawaii	State 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	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHES  
INCLUDING BUT NOT LIMITED TO:**

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

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

COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT  
ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT  
ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT

IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT  
LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNN DYLL, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT

PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT  
RICHFIELD, UT  
RICHMOND, UT  
RIVERDALE, UT  
RIVER HEIGHTS, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT

UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA, CLEAR OF COURT  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF  
TRANSPORTATION, OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS  
COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR

LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND  
COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF Uintah, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT

COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

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

BANKS FIRE DISTRICT, OR  
BATON ROUGE WATER COMPANY  
BEND METRO PARK AND RECREATION DISTRICT  
BIENVILLE PARISH FIRE PROTECTION DISTRICT  
6, LA  
BOARDMAN PARK AND RECREATION DISTRICT  
CENTRAL CITY ECONOMIC OPPORTUNITY CORP,  
LA  
CENTRAL OREGON INTERGOVERNMENTAL  
COUNCIL  
CITY OF BOGALUSA SCHOOL BOARD, LA  
CLACKAMAS RIVER WATER  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLEAN WATER SERVICES  
CONFEDERATED TRIBES OF THE UMATILLA  
INDIAN RESERVATION  
COOS FOREST PROTECTIVE ASSOCIATION  
CHEHALEM PARK AND RECREATION DISTRICT  
DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
EUGENE WATER AND ELECTRIC BOARD  
HONOLULU INTERNATIONAL AIRPORT  
HOODLAND FIRE DISTRICT #74  
HOUSING AUTHORITY OF PORTLAND  
ILLINOIS VALLEY FIRE DISTRICT  
LAFAYETTE AIRPORT COMMISSION, LA  
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH  
REGION 3  
LOUISIANA PUBLIC SERVICE COMMISSION, LA  
LOUISIANA WATER WORKS  
MEDFORD WATER COMMISSION  
MELHEUR COUNTY JAIL, OR  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METROPOLITAN EXPOSITION RECREATION  
COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
MULTNOMAH EDUCATION SERVICE DISTRICT  
NEW ORLEANS REDEVELOPMENT AUTHORITY,  
LA  
NORTHEAST OREGON HOUSING AUTHORITY, OR  
PORT OF BRANDON, OR  
PORT OF MORGAN CITY, LA  
PORTLAND DEVELOPMENT COMMISSION, OR  
PORTLAND FIRE AND RESCUE  
PORTLAND HOUSING CENTER, OR  
OREGON COAST COMMUNITY ACTION  
OREGON HOUSING AND COMMUNITY SERVICES  
OREGON LEGISLATIVE ADMINISTRATION  
ROGUE VALLEY SEWER, 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 MASS TRANSIT DISTRICT  
SEWERAGE AND WATER BOARD OF NEW  
ORLEANS, LA  
SOUTH LAFOURCHE LEVEE DISTRICT, LA  
TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
TUALATIN VALLEY WATER DISTRICT  
WILLAMALANE PARK AND RECREATION  
DISTRICT  
WILLAMETTE HUMANE SOCIETY

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BOGALUSA HIGH SCHOOL, LA  
BOSSIER PARISH SCHOOL BOARD  
BROOKING HARBOR SCHOOL DISTRICT  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADE SCHOOL DISTRICT  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
CORVALLIS SCHOOL DISTRICT 509J  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DOUGLAS EDUCATIONAL DISTRICT SERVICE  
DUFUR SCHOOL DISTRICT NO.29  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GEORGE MIDDLE SCHOOL  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
GRESHAM BARLOW JOINT SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HILLSBORO SCHOOL DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
JUNCTION CITY SCHOOLS, OR  
KLAMATH COUNTY SCHOOL DISTRICT

KLAMATH FALLS CITY SCHOOLS  
LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MARIST HIGH SCHOOL, OR  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MORROW COUNTY SCHOOL DIST, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY  
MYRTLE PINT SCHOOL DISTRICT 41  
NEAH-KAH-NIE DISTRICT NO.56  
NEWBERG PUBLIC SCHOOLS  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH DOUGLAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE  
DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
ORLEANS PARISH SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PLEASANT HILL SCHOOL DISTRICT  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
RAPIDES PARISH SCHOOL DISTRICT  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SAINT TAMMANY PARISH SCHOOL BOARD, LA  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE  
DISTRICT  
SPRINGFIELD PUBLIC SCHOOLS  
SUTHERLIN SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT

ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES) , UT  
ALIANZA ACADEMY , UT  
ALPINE DISTRICT , UT  
AMERICAN LEADERSHIP ACADEMY , UT  
AMERICAN PREPARATORY ACADEMY , UT  
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES , UT  
BEAR RIVER CHARTER SCHOOL , UT  
BEAVER SCHOOL DISTRICT , UT  
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT  
BOX ELDER SCHOOL DISTRICT , UT  
CBA CENTER , UT  
CACHE SCHOOL DISTRICT , UT  
CANYON RIM ACADEMY , UT  
CANYONS DISTRICT , UT  
CARBON SCHOOL DISTRICT , UT  
CHANNING HALL , UT  
CHARTER SCHOOL LEWIS ACADEMY , UT  
CITY ACADEMY , UT  
DAGGETT SCHOOL DISTRICT , UT  
DAVINCI ACADEMY , UT  
DAVIS DISTRICT , UT  
DUAL IMMERSION ACADEMY , UT  
DUCHESNE SCHOOL DISTRICT , UT  
EARLY LIGHT ACADEMY AT DAYBREAK , UT  
EAST HOLLYWOOD HIGH , UT  
EDITH BOWEN LABORATORY SCHOOL , UT  
EMERSON ALCOTT ACADEMY , UT  
EMERY SCHOOL DISTRICT , UT  
ENTHEOS ACADEMY , UT  
EXCELSIOR ACADEMY , UT  
FAST FORWARD HIGH , UT  
FREEDOM ACADEMY , UT  
GARFIELD SCHOOL DISTRICT , UT  
GATEWAY PREPARATORY ACADEMY , UT  
GEORGE WASHINGTON ACADEMY , UT  
GOOD FOUNDATION ACADEMY , UT  
GRAND SCHOOL DISTRICT , UT  
GRANITE DISTRICT , UT  
GUADALUPE SCHOOL , UT  
HAWTHORN ACADEMY , UT  
INTECH COLLEGIATE HIGH SCHOOL , UT  
IRON SCHOOL DISTRICT , UT  
ITINERIS EARLY COLLEGE HIGH , UT  
JOHN HANCOCK CHARTER SCHOOL , UT  
JORDAN DISTRICT , UT  
JUAB SCHOOL DISTRICT , UT  
KANE SCHOOL DISTRICT , UT  
KARL G MAESER PREPARATORY ACADEMY , UT  
LAKEVIEW ACADEMY , UT  
LEGACY PREPARATORY ACADEMY , UT  
LIBERTY ACADEMY , UT  
LINCOLN ACADEMY , UT  
LOGAN SCHOOL DISTRICT , UT  
MARIA MONTESSORI ACADEMY , UT  
MERIT COLLEGE PREPARATORY ACADEMY , UT  
MILLARD SCHOOL DISTRICT , UT  
MOAB CHARTER SCHOOL , UT  
MONTICELLO ACADEMY , UT

MORGAN SCHOOL DISTRICT , UT  
MOUNTAINVILLE ACADEMY , UT  
MURRAY SCHOOL DISTRICT , UT  
NAVIGATOR POINTE ACADEMY , UT  
NEBO SCHOOL DISTRICT , UT  
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES) , UT  
NOAH WEBSTER ACADEMY , UT  
NORTH DAVIS PREPARATORY ACADEMY , UT  
NORTH SANPETE SCHOOL DISTRICT , UT  
NORTH STAR ACADEMY , UT  
NORTH SUMMIT SCHOOL DISTRICT , UT  
ODYSSEY CHARTER SCHOOL , UT  
OGDEN PREPARATORY ACADEMY , UT  
OGDEN SCHOOL DISTRICT , UT  
OPEN CLASSROOM , UT  
OPEN HIGH SCHOOL OF UTAH , UT  
OQUIRRH MOUNTAIN CHARTER SCHOOL , UT  
PARADIGM HIGH SCHOOL , UT  
PARK CITY SCHOOL DISTRICT , UT  
PINNACLE CANYON ACADEMY , UT  
PIUTE SCHOOL DISTRICT , UT  
PROVIDENCE HALL , UT  
PROVO SCHOOL DISTRICT , UT  
QUAIL RUN PRIMARY SCHOOL , UT  
QUEST ACADEMY , UT  
RANCHES ACADEMY , UT  
REAGAN ACADEMY , UT  
RENAISSANCE ACADEMY , UT  
RICH SCHOOL DISTRICT , UT  
ROCKWELL CHARTER HIGH SCHOOL , UT  
SALT LAKE ARTS ACADEMY , UT  
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
SALT LAKE SCHOOL DISTRICT , UT  
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT  
SAN JUAN SCHOOL DISTRICT , UT  
SEVIER SCHOOL DISTRICT , UT  
SOLDIER HOLLOW CHARTER SCHOOL , UT  
SOUTH SANPETE SCHOOL DISTRICT , UT  
SOUTH SUMMIT SCHOOL DISTRICT , UT  
SPECTRUM ACADEMY , UT  
SUCCESS ACADEMY , UT  
SUCCESS SCHOOL , UT  
SUMMIT ACADEMY , UT  
SUMMIT ACADEMY HIGH SCHOOL , UT  
SYRACUSE ARTS ACADEMY , UT  
THOMAS EDISON - NORTH , UT  
TIMPANOGOS ACADEMY , UT  
TINTIC SCHOOL DISTRICT , UT  
TOOELE SCHOOL DISTRICT , UT  
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS , UT  
UINTAH RIVER HIGH , UT  
UINTAH SCHOOL DISTRICT , UT  
UTAH CONNECTIONS ACADEMY , UT  
UTAH COUNTY ACADEMY OF SCIENCE , UT  
UTAH ELECTRONIC HIGH SCHOOL , UT  
UTAH SCHOOLS FOR DEAF & BLIND , UT  
UTAH STATE OFFICE OF EDUCATION , UT

UTAH VIRTUAL ACADEMY , UT  
VENTURE ACADEMY , UT  
VISTA AT ENTRADA SCHOOL OF PERFORMING  
ARTS AND TECHNOLOGY , UT  
WALDEN SCHOOL OF LIBERAL ARTS , UT  
WASATCH PEAK ACADEMY , UT  
WASATCH SCHOOL DISTRICT , UT  
WASHINGTON SCHOOL DISTRICT , UT  
WAYNE SCHOOL DISTRICT , UT  
WEBER SCHOOL DISTRICT , UT  
WEILENMANN SCHOOL OF DISCOVERY , UT

**HIGHER EDUCATION**

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTRAL OREGON COMMUNITY COLLEGE  
CENTENARY COLLEGE OF LOUISIANA  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
CONCORDIA UNIVERSITY  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
LOUISIANA STATE UNIVERSITY  
LOUISIANA STATE UNIVERSITY HEALTH  
SERVICES  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON INSTITUTE OF TECHNOLOGY  
OREGON STATE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY  
OF HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIVERSITY (OREGON  
UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY  
COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS

UNIVERSITY OF HAWAII-HONOLULU COMMUNITY  
COLLEGE  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY  
UTAH SYSTEM OF HIGHER EDUCATION, UT  
UNIVERSITY OF UTAH, UT  
UTAH STATE UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
SOUTHERN UTAH UNIVERSITY, UT  
SNOW COLLEGE, UT  
DIXIE STATE COLLEGE, UT  
COLLEGE OF EASTERN UTAH, UT  
UTAH VALLEY UNIVERSITY, UT  
SALT LAKE COMMUNITY COLLEGE, UT  
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

**STATE AGENCIES**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT  
AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE OF  
HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT  
ATTORNEY  
STATE OF UTAH