Request for Proposal (RFP) for Security Solutions Products and Services

Solicitation Number: 25-16

Publication Date: Thursday, September 29th, 2016

Notice to Respondent:

Submittal Deadline: Thursday, November 3rd, 2016 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, October 27th, 2016. All questions and answers will be posted to http://www.ncpa.us/solicitations.

It is the intention of Region 14 Education Service Center (herein “Region 14 ESC”) to establish a Master Agreement for Security Solutions Products and Services for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an “as needed” basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Security Solutions Products and Services, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

Region 14 Education Service Center
1850 Highway 351
Abilene, Texas  79601

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.
Competitive Solicitation by
Region 14 Education Service Center
For
Security Solutions Products and Services
On behalf of itself and other Government Agencies
And made available through the
National Cooperative Purchasing Alliance
RFP # 25-16
Introduction / Scope

- Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Security Solutions Products and Services.

- Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.

- Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Respondents must provide explanation on how they will provide either Catalog and/or price lists in their accompanying proposal. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

- Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.

- National Cooperative Purchasing Alliance (NCPA)
  ➢ The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.

- It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  ➢ Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  ➢ Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
  ➢ Combine the purchasing power of Public Agencies to achieve cost effective pricing;
  ➢ Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.
Vendor Scope

➢ It is the intention of Region 14 ESC to establish a contract with vendor(s) for **Security Solutions Products and Services**. Awarded vendor(s) shall perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount from a manufacturer’s or servicer’s price list or catalog, or fixed price, or a combination of both with indefinite quantities. Additional pricing and/or discounts may be included. If Offeror has existing cooperative contracts in place, Offeror is requested to submit pricing equal to or better than those in place. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply.

➢ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.

➢ Region 14 ESC is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, NCPA also requests any value add commodity or service that could be provided under this contract.

➢ While this solicitation specifically covers Security Solutions Products and Services, respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business to include internal networking, cabling, wiring, software, computer technologies, peripherals, training and Professional Development if offered.

➢ Responder(s) shall establish a bundle of service delivery solutions to be structured & supported within their strategically targeted national network.
Instructions to Respondents

♦ Submission of Response
  ➢ Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
  ➢ Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
  ➢ Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
  ➢ Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

♦ Required Proposal Format
  ➢ Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

♦ Binder Tabs
  ➢ Tab 1 – Signature Form
  ➢ Tab 2 – NCPA Administration Agreement
  ➢ Tab 3 – Vendor Questionnaire
  ➢ Tab 4 – Vendor Profile
  ➢ Tab 5 – Products and Services / Scope
  ➢ Tab 6 - References
  ➢ Tab 7 - Pricing
  ➢ Tab 8 – Value Added Products and Services
  ➢ Tab 9 – Required Documents

♦ Shipping Label
  ➢ The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packages must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From:  
Company:  
Address:  
City, State, Zip:  
Solicitation Name and Number:  
Due Date and Time:  
**Tab 1 – Master Agreement**  
**General Terms and Conditions**

- **Customer Support**
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- **Assignment of Contract**
  - No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

- **Disclosures**
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- **Renewal of Contract**
  - Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 14 ESC and the vendor.

- **Funding Out Clause**
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
    - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- **Shipments (if applicable)**
  - The awarded vendor shall ship ordered products within the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.
Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding authorized distributors/dealers

• Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
• Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
• Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
• All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

• All pricing submitted to shall include, as a cost of sale to the awarded vendor, the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor’s responsibility to keep all pricing up to date and on file with NCPA. For those pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.
• All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
• All supplies, equipment and services shall include manufacturer’s minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

Best Price Guarantee

• The awarded vendor agrees to provide pricing to Region 14 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract.
• The awarded vendor agrees to lower the cost of any product purchased through NCPA following a reduction in the manufacturer or publisher's direct cost.
• The awarded vendor agrees all prices, terms, warranties, and benefits granted by the vendor to Members through this contract are comparable to or better than the equivalent terms offered by vendor to any present customer meeting the same qualifications or requirements.
♦ Warranty  
  ➢ Proposals should address each of the following:
    ▪ Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    ▪ Availability of replacement parts
    ▪ Life expectancy of equipment under normal use
    ▪ Detailed information as to proposed return policy on all equipment

♦ Administrative Fee  
  ➢ All pricing submitted to Region 14 ESC shall include the administrative fee to be remitted to NCPA by the awarded vendor.
    ➢ The awarded vendor agrees to pay administrative fees to NCPA of three (3%). (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

♦ Audit rights  
  ➢ Vendor shall, at Vendor’s sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
  ➢ Region 14 ESC shall have the authority to conduct random audits of Vendor’s pricing that is offered to eligible entities at Region 14 ESC’s sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 14 ESC shall have the ability to conduct an extensive audit of Vendor’s pricing at Vendor’s sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC or NCPA.

♦ Indemnity  
  ➢ The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
Licenses and Duty to keep current licenses

- Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 14 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated. Vendor is expected to provide all required license(s) with this RFP response.

Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days’ notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

- It is the Respondent’s responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
  - Name, address and telephone number of protester
  - Original signature of protester or its representative
  - Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
  - Any protest review and action shall be considered final with no further formalities being considered.
- Force Majeure
  - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
  - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty
- Prevailing Wage
  - It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor 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.
- Miscellaneous
  - Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- Cancellation for Non-Performance or Contractor Deficiency
  - Region 14 ESC may terminate any contract if awarded vendor has not used the contract, or if purchase volume is determined to be low volume in any 12-month period.
  - Region 14 ESC reserves the right to cancel the whole or any part of this contract due to
failure by contractor to carry out any obligation, term or condition of the contract.

Region 14 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Region 14 ESC reason to believe that contractor will not or cannot perform the requirements of the contract;

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 14 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of Region 14 ESC on demand.

If awarded vendor is going to do business in the State of Arizona, the following terms and conditions shall apply

- Cancellation for Conflict of Interest

  Per A.R.S. 38-511 a School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the awarded vendor receives written notice of the cancellation unless the notice specifies a later time.

- Registered Sex Offender Restriction

Pursuant to this order, the awarded vendor agrees by acceptance of this order that no employee of the awarded vendor or a subcontractor of the awarded vendor, who has been adjudicated to be a registered sex offender, will perform work on any School District’s premises or equipment at any time when District students are, or are reasonably expected to be, present. The awarded vendor further agrees by acceptance of this order that a
violation of this condition shall be considered a material breach and may result in a
cancellation of the order at the District’s discretion.

♦ Contract’s Employment Eligibility

➢ By entering the contract, awarded vendor warrants compliance with A.R.S. 41-4401, A.R.S.
23-214, the Federal Immigration and Nationality Act (FINA), and all other federal
immigration laws and regulations. A School District/public entity may request verification
of compliance from any contractor or subcontractor performing work under this contract.
A School District/public entity reserves the right to confirm compliance in accordance with
applicable laws. Should the School District/public entity suspect or find that the awarded
vendor or any of its subcontractors are not in compliance, the School District/public entity
may pursue any and all remedies allowed by law, including, but not limited to: suspension
of work, termination of the contract for default, and suspension and/or debarment of the
awarded vendor. All costs necessary to verify compliance are the responsibility of the
awarded vendor.

♦ Terrorism Country Divestments

➢ Per A.R.S. 35-392, a School District/public entity is prohibited from purchasing from a
company that is in violation of the Export Administration Act.

♦ Fingerprint Checks

➢ If required to provide services on School District/public entity’s property, awarded vendor
shall comply with A.R.S. 15-511(h).

♦ Indemnification

➢ Notwithstanding all other provisions of this agreement, School District/public entity does
not agree to accept responsibility, waive liability, or indemnify the awarded vendor, in
whole or in part, for the errors, negligence, hazards, liabilities, contract breach and/or
omissions of the awarded vendor, its employees and/or agents.

➢ Pricing

➢ All supplies, equipment and services shall include manufacturer’s minimum standard
warranty and two (2) year labor warranty unless otherwise agreed to in writing.

♦ Open Records Policy

➢ Because Region 14 ESC is a governmental entity responses submitted are subject to release
parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

➢ The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.
Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor(s) whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- **Contract Administration**
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

- **Contract Term**
  - The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to four (4) additional one-year terms.

- **Contract Waiver**
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

- **Products and Services additions**
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP and has written approval of NCPA and Region 14 ESC.

- **Competitive Range**
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

- **Deviations and Exceptions**
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

- **Estimated Quantities**
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $15 - $20 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.

- **Evaluation**
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
Formation of Contract

➢ A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

NCPA Administrative Agreement

➢ The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications / Discussions

➢ Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent’s whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent’s are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents’ proposals or prices.

Multiple Awards

➢ Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance

➢ Past performance is relevant information regarding a vendor’s actions under previously awarded contracts; including the administrative aspects of performance; the vendor’s history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor’s businesslike concern for the interests of the customer.
Evaluation Criteria

- **Product & Services/Pricing (40 points)**
  - Respondent(s)' products and services (e.g.; quality and breadth of product(s)/service(s), description(s) quality, reputation in the marketplace, average on time delivery rate and historical shipping timelines, return and restocking policies and applicable fees, average Fill Rate, shipping charges and other)
  - Competitive Level of Pricing for vendor’s available products and services
  - Warranties on Respondent(s)' products and services (e.g.; availability of standard/extended warranties, pricing, detailed descriptions, ease of process and others)
  - Evidence of the ability of Respondent(s)' products and services to save members time and money (e.g.; breadth of service departments, technological advances, personnel experience, product(s) efficiencies, and others)
  - Other factors relevant to this section as submitted by the responder(s)

- **Ability to Provide and Perform the Required Services for the Contract (25 points)**
  - Response to emergency orders & service (e.g.; response time, breadth of service coverage, strength of meeting service and warranty needs of members)
  - Customer service/problem resolution (e.g.; technical abilities of service personnel; quality of processes,)
  - Invoicing process (e.g.; ease of use; transparency, billing resolutions)
  - Respondent(s)' processes, and quality of organizational structure
  - Contract implementation/Customer transition
  - Financial condition of vendor
  - Offeror's safety record (e.g.; benchmarks, lost hours, reporting)
  - Instructional materials and training (e.g.; administrative documentation, internal technical training, training of agencies)
  - Other factors relevant to this section as submitted by the proposer

- **References (10 points)**
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- **Qualification and Experience (15 points)**
  - Respondent(s)' reputation in the marketplace
  - Past relationship with Region 14 ESC and/or NCPA members
  - Experience with cooperative selling (e.g.; number of other cooperatives, Exhibited understanding of cooperative purchasing)
  - Experience and qualification of key employees
  - Location and number of sales persons who will work on this contract
  - Marketing plan and capability
  - Past experience working with the government sector
  - Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
➢ Completeness of response (e.g.; filled out all sections, answered all questions, provided pricing)
➢ Other factors relevant to this section as submitted by the proposer

♦ Value Added Services Description, Products and/or Services (10 points)
  ➢ Marketing and agency Training
  ➢ Customer Service
  ➢ Sales force training (e.g.; internal training plan, corporate officer involvement, orientation commitment)
  ➢ Marketing plan and capability (e.g.; contract rollout plan, benchmarks, goals)
  ➢ Green initiative(s) (e.g.; philosophy, certificates, awards)
  ➢ Quality and breadth of value add(s)
  ➢ Other factors relevant to this section as submitted by the proposer
Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

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<thead>
<tr>
<th>Company name</th>
<th>ADANI Systems Inc.</th>
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<tbody>
<tr>
<td>Address</td>
<td>13614 Poplar Circle Suite 203</td>
</tr>
<tr>
<td>City/State/Zip</td>
<td>Conroe, TX 77304</td>
</tr>
<tr>
<td>Telephone No.</td>
<td>786-473-0038 (S. Ortolani)</td>
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<tr>
<td>Fax No.</td>
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<tr>
<td>Email address</td>
<td><a href="mailto:mgregorio@adanisystems.com">mgregorio@adanisystems.com</a></td>
</tr>
<tr>
<td>Printed name</td>
<td>Marc Gregorio 301-922-4271</td>
</tr>
<tr>
<td>Position with company</td>
<td>Director, Business Development</td>
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<td>Authorized signature</td>
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This Administration Agreement is made as of November 14, 2016, by and between National Cooperative Purchasing Alliance ("NCPA") and ADANI SYSTEMS INC. "Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated November 14, 2016 referenced as Contract Number 12-07, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Security Solutions Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA;

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

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

♦ General Terms and Conditions
  ➢ The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
  ➢ NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
  ➢ Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
  ➢ NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
  ➢ With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region
14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

➢ The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

♦ Term of Agreement
➢ This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

♦ Fees and Reporting
➢ The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at facilities.reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Zip Code</th>
<th>State</th>
<th>PO or Job #</th>
<th>Sale Amount</th>
<th>Registered Vendor Quotation #</th>
</tr>
</thead>
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</table>

➢ Each month NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA THREE (3) % administrative fee on the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Vendor's annual sales shall be measured on a calendar year basis.

Deadline for term of payment will be included in the invoice NCPA provides.

➢ Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a
resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

- **General Provisions**

  - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

  - Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.

  - 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 such party may be entitled.

  - Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.

  - This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

  - All written communications given hereunder shall be delivered to the addresses as set forth below.

---

**National Cooperative Purchasing Alliance:**

<table>
<thead>
<tr>
<th>Name</th>
<th>ADANI SYSTEMS INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Matthew Mackel</td>
</tr>
<tr>
<td>Title:</td>
<td>Director, Business Development</td>
</tr>
<tr>
<td>Address:</td>
<td>PO Box 701273</td>
</tr>
<tr>
<td>Address:</td>
<td>13614 Poplar Circle Suite 203</td>
</tr>
<tr>
<td>Address:</td>
<td>Conroe TX 77304</td>
</tr>
<tr>
<td>Signature:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td>November 14, 2016</td>
</tr>
</tbody>
</table>

**Vendor:**

<table>
<thead>
<tr>
<th>Name</th>
<th>ADANI SYSTEMS INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Marc Gregorio</td>
</tr>
<tr>
<td>Title:</td>
<td>Director, Business Development</td>
</tr>
<tr>
<td>Address:</td>
<td>13614 Poplar Circle Suite 203</td>
</tr>
<tr>
<td>Address:</td>
<td>Conroe TX 77304</td>
</tr>
<tr>
<td>Signature:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td>11-03-16</td>
</tr>
</tbody>
</table>
NCPA Registered Vendor Quotation Number

RFP responders are requested to agree to a quotation number registration program to provide consistency and faster service for our facility awarded vendors, agency members and participants. The process will require Facility Contract holders to register and receive a NCPA Vendor Registered Quotation Number that must be prominently displayed on each proposal(s) that you present to the agencies. The system will track Facility transactions from the initial proposal stage to the completion of each project. NCPA has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to the awarded vendor’s organization. Failure to receive the Vendor Registered Quotation Number can result in potential delays to your services and the only acceptable proposals need to have a NCPA Vendor Registered Quotation Number.

NCPA Registered Vendor Quotation Number Process

Fill out the form on the Facilities page at www.NCPA.us

(Direct link is http://www.ncpa.us/Facilities/Register)

* Fill out and submit.

- All registered vendor quotation number requests must be submitted and a proposal number received before you present it to your potential customer.

- You will have a response with a NCPA Vendor Registered Quotation Number within several minutes.

- If you have an emergency and need a quotation number sooner, call any member of the Facility Management team and we will help you.

- Include the quotation number on all proposals.

This document acknowledges that you have received and agree to the details, directions and expectations of the NCPA Vendor Registered Quotation Number process.

<table>
<thead>
<tr>
<th>Date</th>
<th>11-03-2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Number</td>
<td>#25-16</td>
</tr>
<tr>
<td>Company Name</td>
<td>ADANI SYSTEMS INC.</td>
</tr>
<tr>
<td>Printed Name</td>
<td>Marc Gregorio</td>
</tr>
<tr>
<td>Signature</td>
<td></td>
</tr>
</tbody>
</table>
Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

- **States Covered**
  - Bidder must indicate any and all states where products and services can be offered.
  - Please indicate the price co-efficient for each state if it varies.

<table>
<thead>
<tr>
<th>States Covered</th>
<th>Coefficient Indication</th>
<th>Price Co-efficient</th>
</tr>
</thead>
<tbody>
<tr>
<td>XX 50 States &amp; District of Columbia (Selecting this box is equal to checking all boxes below)</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

- ☐ Alabama
- ☐ Alaska
- ☐ Arizona
- ☐ Arkansas
- ☐ California
- ☐ Colorado
- ☐ Connecticut
- ☐ Delaware
- ☐ District of Columbia
- ☐ Florida
- ☐ Georgia
- ☐ Hawaii
- ☐ Idaho
- ☐ Illinois
- ☐ Indiana
- ☐ Iowa
- ☐ Kansas
- ☐ Kentucky
- ☐ Louisiana
- ☐ Maine
- ☐ Maryland
- ☐ Massachusetts
- ☐ Michigan
- ☐ Minnesota
- ☐ Mississippi
- ☐ Missouri
- ☐ Montana
- ☐ Nebraska
- ☐ Nevada
- ☐ New Hampshire
- ☐ New Jersey
- ☐ New Mexico
- ☐ New York
- ☐ North Carolina
- ☐ North Dakota
- ☐ Ohio
- ☐ Oklahoma
- ☐ Oregon
- ☐ Pennsylvania
- ☐ Rhode Island
- ☐ South Carolina
- ☐ South Dakota
- ☐ Tennessee
- ☐ Texas
- ☐ Utah
- ☐ Vermont
- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☐ Wyoming
All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- American Samoa
- Northern Marina Islands
- Federated States of Micronesia
- Puerto Rico
- Guam
- U.S. Virgin Islands
- Midway Islands

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
  - Minority / Women Business Enterprise
    - Respondent Certifies that this firm is a M/WBE
  - Historically Underutilized Business
    - Respondent Certifies that this firm is a HUB

Residency

- Responding Company's principal place of business is in the city of CONROE, State of TX.

Felony Conviction Notice

- Please Check Applicable Box;
  - A publically held corporation; therefore, this reporting requirement is not applicable
  - XX Is not owned or operated by anyone who has been convicted of a felony.
  - Is owned or operated by the following individual(s) who has/have been convicted of a felony
  - If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

Distribution Channel

- Which best describes your company's position in the distribution channel:
  - Manufacturer Direct
  - Authorized Distributor
  - Value-added reseller
  - Manufacturer marketing through reseller
  - Certified education/government reseller
  - Other: ________________________________

Processing Information

- Provide company contact information for the following:
  - Sales Reports / Accounts Payable
    - Contact Person: Michelle Ortolani
    - Title: Administrative Manager
    - Company: ADANI SYSTEMS INC
    - Address: 13614 Poplar Circle Suite 203
    - City: Conroe State: TX Zip: 77304
    - Phone: 720-839-0350 Email: michelle@ADANIsystems.com
Purchase Orders
Contact Person: SAME
Title: 
Company: 
Address: 
City: State: Zip: 
Phone: Email: 

Sales and Marketing
Contact Person: Marc Gregorio
Title: Director, Business Development
Company: ADANI SYSTEMS INC
Address: SAME
City: State: Zip: 
Phone: 301-922-4271 Email: mgregorio@ADANIsystems.com

♦ Pricing Information
➢ In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  ▪ If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
    □ XX Yes □
➢ Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
    □ XX Yes □
➢ Vendor will provide additional discounts for purchase of a guaranteed quantity.
    □ XX Yes □
Tab 4 – Vendor Profile

Please provide answers to the following questions in a clear and concise manner. Provide the question number in your response:

1. Company’s official registered name.
   
   ADANI SYSTEMS INC.

2. Brief history of your company, including the year it was established.

   ADANI Systems Inc. and the CONPASS Story:

   ADANI Systems Inc. (est. 2006) is a certified U.S. Small Business and the exclusive source for ADANI products in the United States of America. ADANI (est. 1991) is an innovative high-tech enterprise with full production cycle including research, development, design, manufacturing, sales and maintenance. We are one of the world’s premier manufacturer of X-Ray Imaging systems for the non-destructive testing/process control, medical imaging, and security inspection markets.


   The company employs about 405 people globally. ADANI is specialized in development of fundamentally new technologies in the spheres of security X-ray inspection systems, medical X-ray equipment and analytical instruments. The company’s quality management system is certified since 2002 for compliance with ISO 9001 and ISO 13485 standards. ADANI, as a security technology company, offers complex technical solutions that ensure security and has created a range of X-Ray inspection systems for personnel security screening, baggage, parcel, cargo and vehicle inspection.

   The strategic goal of ADANI is to provide the highest image quality at competitive prices, ensuring a cost effective solution for all our customers. The security and inspection systems have robust design, long lifetime with local maintenance and application support, thereby creating a comprehensive package for users.

3. Company’s Dun & Bradstreet (D&B) number.

   00-606-1125

4. Company’s organizational chart of those individuals that would be involved in the contract.

   Scott Ortolani, VP Operations
   Vladimir Klokov, VP Administration
   Marc Gregorio, Director, Business Development
   Paul Rivello, Director Service and Support

5. Corporate office location.

   ADANI Systems Inc.
   901 N Pitt Street Suite 325
   Alexandria, VA, 22314-1549
6. List the total number of sales persons employed by your organization within the United States.

   Currently four (4)

7. List the number and location of offices for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

   Vladimir Klokov VP Administration                   Scott Ortolani VP Operations
   5731 NW 151st Street                                13614 Poplar Circle Suite 203
   Miami Lakes, FL 33014                               Conroe, TX 77304
   703-528-0035                                         786-473-0038
   klokov@ADANIsystems.com                              sortolani@ADANIsystems.com

   Paul Rivello, Director Service/Support                 Marc Gregorio, Director, Bus. Dev.
   77639 Yardley Way                                      c/o 3 Tom Fox Court
   Valencia, CA 91354                                     Poolesville, MD 20837
   661-297-0280                                          301-922-4271
   privello@ADANIsystems.com                             mgregorio@ADANIsystems.com

8. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

   Sales & Marketing
   Marc Gregorio, Director, Business Development
   https://www.linkedin.com/in/marc-gregorio-33b94b9

   Sales Support
   Paul Rivello, Director Service/Support
   https://www.linkedin.com/in/paul-rivello-4a091476

   Financial Reporting, Executive Support
   Scott Ortolani, VP Operations
   https://www.linkedin.com/in/scott-ortolani-0214649

9. Define your standard terms of payment.

   NET 30 DAYS ON APPROVAL OF CREDIT
13. What is your strategy to increase market share?

ADANI is launching a national sales and marketing campaign, focusing on State and Local entities, through trade shows (Law Enforcement, Corrections, Judicial and School Security), association memberships, web-based and print advertising, editorial advertising in selected print and digital media outlets.

14. What differentiates your company from competitors?

Our CONPASS Body Scanner technology is best-in-class in imaging performance, operation flexibility, and robust construction. We are the first to deploy automated detection technology in this class of system. We are the world leader in continual development of whole body security imaging solutions. Our BV Line of Conveyor X-Ray feature class leading threat detection automation technologies, best-in-class image, world class touch screen operator interface, robust construction and advantageous pricing. We are the only manufacturing this space to offer ALL types on non-intrusive security scanning systems, from small packages up through fully loaded tractor-trailers.

15. List your company’s current capabilities for Security Solutions Products and Services.

Whole Body Scanners, Package, Parcel, Freight and full vehicle/truck non-intrusive X-Ray inspection technologies for prisons, jails, courthouses, schools, and mailrooms.

16. Describe your company’s steps for analyzing the client’s existing IT Security system.

N/A

17. Provide who will provide the administrative support services including the person(s) title, phone number (s), fax number(s), and e-mail(s).

Michelle Ortolani
13614 Poplar Circle Suite 203
Conroe TX 77304
720-839-0350
michelle@ADANIsystems.com

18. What support documents does your company provide to the government entity after purchase?

Depending on the system procured, ADANI Systems provides up to 8 hours on-site operator and manager training for our security systems. We also provide printed and digital copy of operator guides, maintenance and will offer to supply technical service information and training to large-scale customer that possesses this in-house expertise.

19. Describe what technical resources your company will provide to support the government entities’ projects.

ADANI Systems provides flexible, customer selectable levels of post sales service and maintenance programs. In addition to ADANI Field Service Engineers, we have
All ADANI Systems are fully network capable, enabling ADANI Customer Service to provide remote diagnostic and service capabilities. Many issues can be resolved online, ensuring maximum uptime for customer’s critical security screening activities.

20. Describe the measurement options your company intends on providing the government entities.

N/A

21. What states would your company not honor pricing and services for this contract, in the event that this contract is made available to all states?

Pricing will be honored in all 50 States and Territories, however outside CONUS (including States of AK and HI) freight will be quoted on a case-by-case basis.

22. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

ADANI Systems in not currently, nor has been, involved with litigation pertinent to the execution of this contract.

23. Describe your company’s safety program.

N/A

24. Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record.

N/A

25. What safety reports does your company provide to the customer upon completion of any project?

Upon completion of any x-ray system installation, ADANI FSE conduct a radiation safety survey in accordance with applicable NRC and ASNI standards and provide this report to the customer. This survey information also retained by ADANI Systems as part of their ongoing quality control program.

Marketing / Sales

26. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:

27. A co-branded press release within first 30 days

a. Announcement of award through any applicable social media sites – ADANI participates in several online user forums, such as “CorrectionsOne”, for prison and jail customers. We will agree to expand this to any other such web-based communities as Region 14 suggests, to touch other communities served by this contract – state & county purchasing groups, educational security and administration, law enforcement.

b. Direct mail campaigns – ADANI currently uses e-mail and newsletters to select customer groups; we are planning to expanding this effort using mass e-mail marketing and automated follow tools, such as Mail Chimp (TBD), to initiate quotations and online technology demonstrations/webinars.
c. Co-branded collateral pieces – We will be happy to work with NCPA to co-brand specific marketing pieces for their membership, and distribute in a fashion approved by NCPA.

d. Advertisement of contract in regional or national publications – ADANI is already engaged in National advertising (Corrections Today, etc.). AT NCPA’s suggestion, we can easily expand this effort to educational security or other niche market publications.

e. Participation in trade shows – ADANI historically participates in both national and regional security, corrections and law enforcement trade shows – we will expand this as appropriate for other groups within NCPA stakeholder membership communities.

f. Dedicated NCPA and Region 14 ESC internet web-based homepage with:
   i. NCPA and Region 14 ESC Logo
   ii. Link to NCPA and Region 14 ESC website
   iii. Summary of contract and services offered
   iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

   ADANI will be pleased to jointly develop this web page with NCPA and Region 14 with links on both sites pointing to our contract contents.

28. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

   We believe the advantages of this contract to eligible entities will be:
   • Fixed, established terms and pre-negotiated pricing
   • Quick turnaround and streamlined acquisitioning
   • Elimination of RFP/Bid specification development, advertisement and administration
   • Pre-established order, invoicing and payment channels
   • Projected volume discounts spread across the entire membership community

29. Explain how your company plans to market this agreement to existing government customers.

   ADANI Systems will initiate an outreach campaign to all pertinent State and County government entities (Courts, Schools, Jails, Prisons, etc.) announcing the establishment of our NCPA Contract.

   This announcement would include information on how to receive product information, technical specifications, features/benefits, links to NCPA Procurement and contract information, quote request information, etc. (precise details to be resolved after award).

30. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.

   Upon Award, ADANI systems will:
   Assign a lead NCPA Program Manager, who will manage implementation of Customer Outreach, Advertising and Socialization of the NCPA Contract to user communities
   Establish financial tools – quote log, order acknowledgement, billing, reporting, and
administrative fee payment schedules. 
Set up and monitor EFT and other banking lines as appropriate per NCPA requirements.

31. Describe how you intend on train your national sales force on the Region 14 ESC agreement.

All ADANI Direct Sales and representative/agents will be instructed on the mechanics of the NCPA Contract within 30 days of award. This will include live training and webinar-type sessions; this will pay particular attention to the requirements of NCPA Registered Vendor Quotation Number Process outlined in Tab 3.

32. Acknowledge that your organization agrees to provide its company logo(s) to Region 14 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Upon award, ADANI Systems agrees to provide our Company logo to NCPA region 14 for uses in their marketing and promotional activities. ADANI Systems reserves right of approval for proper use info theses logos, tradenames, and product information in such communications.

Administration

34. Describe your company’s implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative’s name(s), contact person(s) and contact information as reference(s).

N/A No existing Cooperative Contracts at present

35. Describe the capacity of your company to report monthly sales through this agreement.

Through the implementation of the NCPA Registered Vendor Quotation Number Process, ADANI will reference NCPA Quotation Number and Contract Number on all orders, billing and payment information. This data will be automatically assembled into a monthly report and forwarded to the appropriate parties.

ADANI Systems records a “sale” when fill payment of invoices is received. The NCPA Administrative Fee will be paid in the month following receipt of payment of NCPA Contract Invoices.

36. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

N/A ADANI Systems does not anticipate repeat monthly billing to customers that would require reporting as detailed above.

37. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

TBD
Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 14 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

38. Please provide your company's environmental policy and/or green initiative.

N/A

Vendor Certifications (if applicable)
ISO 9001:2008

For the following activities / Для следующих областей применения

Design, manufacturing, assembling and service of devices and equipment based on using of X-ray, ionizing and electromagnetic radiation.

Проектирование, изготовление, монтаж и обслуживание приборов и оборудования, основанного на использовании рентгеновского ионизирующего и электромагнитного излучения.

Further clarifications regarding the scope of this certificate and the applicability of ISO 9001:2008 requirements may be obtained by consulting the organisation / Более подробную информацию о области применимости настоящего сертификата и требованиях ISO 9001:2008 можно получить у организации.

This certificate is valid from 17 January 2015 until 17 January 2018 and remains valid subject to satisfactory surveillance audits. / Сертификат действителен с 17 января 2015 г. по 17 января 2018 г. и остается в силе при положительных результатах визуальных аудитов.


Advisory by / Руководитель

UKAS
Management Systems

SGS United Kingdom Ltd. / SGS United Kingdom Ltd.
System & Service Certification
Certification PL02/56837.00

The management system of

ADANI UP
7 Seitysk Str., Room 2/1, Minsk, 220075, Belarus

has been assessed and certified as meeting the requirements of

ISO 13485:2003
EN ISO 13485:2012

For the following activities

Design, manufacturing, assembling and service of medical devices and
equipment based on using of X-ray, ionizing and electromagnetic
radiation.

Проектирование, изготовление, монтаж и обслуживание медицинских
приборов и оборудования, основанного на использовании
рентгеновского ионизирующего
и электромагнитного излучений.

This certificate is valid from 17 April 2015 until 17 January 2018 and remains valid
subject to satisfactory surveillance audits.

Re-certification audit due before 17 November 2017
Issue 7. Certified since 11 September 2002

Данный сертификат действителен с
17 апреля 2015 г. по 17 января 2018 г. и действует при удовлетворительном
прохождении исходных аудитов.
Re-сертификационный аудит до 17 ноября 2017 г.
Выпущен 7. Сертифицировано с 11 сентября 2002 г.

Approved by

SGS United Kingdom Ltd. System & Services Certification
Romwell Business Park, Chelmsford, Chelmsford CM18 6BU UK
T: +44 (0)1245 330 666, F: 944 (0)1245 386662, W: www.sgs.com

SGS 13485-2012
Page 1 of 1

This document is issued by the Company subject to the General Terms of
Certification Services acceptable at www.sgs.com/terms_and_conditions.htm.

Attention is drawn to the limitations of validity, renewals and juridical
issues established therein. The authenticity of this document may be verified at

Direction pays. Any unauthorized alteration, forgery or falsification of the
content or appearance of this document is a violation and other consequences
may be imposed under the fullest extent of the law.
State of Florida
Department of State

I certify from the records of this office that ADANI SYSTEMS, INC. is a Virginia corporation authorized to transact business in the State of Florida, qualified on May 29, 2012.

The document number of this corporation is F12000002283.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 21, 2015, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-first day of January, 2016

[Signature]

Secretary of State

Tracking Number: CU0097635587

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication
<table>
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<tr>
<td>Trade Name:</td>
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<tr>
<td>Address:</td>
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</tr>
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<td>MIAMI LAKES, FL 33014</td>
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<tr>
<td>Certificate Number:</td>
<td>2069942</td>
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<tr>
<td>Effective Date:</td>
<td>September 01, 2016</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>October 07, 2016</td>
</tr>
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For Office Use Only:
20161007155451022
Adani Systems is a world leader in the design and manufacturer of Security X-Ray Scanning Systems. Our systems in use globally in aviation, building and infrastructure, port and border, judicial, correctional and educational security screening applications.

Security Screening of all types is one of our two main core business lines, along with our advanced Medical Imaging products. We lead the world in imaging capabilities in both of these key areas; advances in one area transfer to the other regularly.

➢ Metal Detection Equipment –

Metal Detection Equipment (both Walk-Thru and Hand-Held) is used at checkpoints to screen for weapons and contraband carried on a person's body. More often than not, it is used in conjunction with an X-Ray system to screen that person's belongings.

Thus, in this category we submit our BV Line of checkpoint X-ray systems. We strongly believe the Region 14 and NCPA Community can greatly benefit from an established contract vehicle to quickly procure these systems to counter increased threats to persons and property presented by weapons and explosive devices.

These include the Models BV5030, 5030CA, and 5030CAM, BV6045, BV6080, and BV100100. The product nomenclature denotes the size, in centimeters, of the x-Ray tunnel's opening aperture, and thereby the size if the packages that may be inspected therein.

The BV Line all incorporate a Touch Screen Operator Interface (control panel). It is the industry's' most intuitive and user friendly design. Unlike other manufacturers, our Touch Screen design helps to keep the operators attention where it belongs...on the items he or she is analyzing for the presence of threats.

We are also a leader in providing software algorithms that assist the operator in detecting the presence of weapons, explosives, drugs, and other contraband, making their job easier and leading to higher detection and intercept rates.

Full technical data is attached in this Tab Section.
Law Enforcement Products –

Under the category of Law Enforcement Products, we include those focused on the security screening of Law Enforcement – and their cooperative partners in the Judicial Security, City/County Corrections and State Prisons subsets. All of the BV Line described above have applications in this market, as well as the systems outlined below:

BV-MAX – Correctional facilities have long struggled with the problem of contraband being hidden in prison mattresses – until now. The BV-MAX system is the world’s first X-Ray system specifically designed to address this problem for our corrections customers.

The tunnel opening and conveyor design allows for the rapid inspection of both mattresses and personal property, and can easily be transported into housing areas to conduct these searches without notice.

CONPASS SV and DV –

The effort to prevent the introduction of weapons, narcotics, and other contraband into correctional facilities is a constant battle of wits between inmates and staff. Besides the obvious danger in having these threats present in the facility, commonly employed hands-on searches breeds resentment and may put staff in potentially dangerous physical contact with inmates or inductees.

The single most effective way to intercept these threats is with a low-dose, through-the-body imaging system, like the CONPASS SV and DV Whole Body Imaging System from Adani Systems, Inc. - it is the original whole body imaging system in service globally for 15+ years.

Our CONPASS systems are the world’s most advanced Transmission X-Ray Full Body Scanning systems available. IT is the ONLY technology capable of detecting threats items, - including non-metallic items, contraband, and narcotics hidden INSIDE the human body.

The CONPASS SV (Single View) presents a high-resolution, full body X-Ray image of the subject person in a fast 7-second scan.

The CONPASS DV (Dual View) adds a second high resolution image focused on the torso are to the SV’s Full I Body image. Both views, full body and torso, are presented simultaneously to the operator.
Tab 8 – Value Added Products and Services

Not Applicable

All Adani Products and Services offered are listed under Tab 5, Product and Services/Scope and Tab 7, Pricing.
Tab 9 – Required Documents

- Clean Air and Water Act / Debarment Notice
- Contractors Requirements
- Antitrust Certification Statements
- FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- Required Clauses for Federal Assistance by FTA
- State Notice Addendum

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


Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.
Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment 0, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension”, as described in the Federal Register and Rules and Regulations

Potential Vendor: ADANI SYTEMS INC.
Print Name: Marc N. Gregorio, Director Business Development
Address: 13604 Poplar Circle Suite 203
City, State, Zip: Conroe, TX 77304
Authorized Signature: ___________________________
Date: 11-03-2016
Contractor Requirements

Contractor Certification

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed
Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature  

Date  

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name  Adani Systems Inc.  
Address  13604 Poplar Circle Suite 203  
City/State/Zip  Conroe TX 77304  
Telephone No.  301-922-4271 (M.Gregorio)  
Fax No.  
Email address  mgregorio@adanisystems.com  
Printed name  Marc N. Gregorio  
Position with company  Director, Business Development  
Authorized signature
FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
   a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
   b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
   c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
   d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
   e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
   f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation play issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions 72 regarding patents:
   a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
   a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
      1) The copyright in any work developed under a grant or contract; and
      2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS


2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
a. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

b. **Age.** In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act”, 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

c. **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. **Segregated Facilities.** Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor’s control where segregated facilities are maintained. As used in this certification the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor’s obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
4) **Sanctions of Non-Compliance.** In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) **Non-Discrimination Assurances.** Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor’s receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor’s work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

**ENERGY CONSERVATION REQUIREMENTS**
Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

**FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this Contract.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

**NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government’s express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

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

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

Street: 13604 Poplar Circle Suite 203

City, State, Zip Code: Conroe, TX 77304

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 Marc N. Gregorio, an authorized representative of ADANI SYSTEMS INC., 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.)

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<th>Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vladimir Linev</td>
<td>5731 NW 151st St., Miami Lakes, FL 33014</td>
<td>50%</td>
</tr>
<tr>
<td>Elena Lineva</td>
<td>5731 NW 151st St., Miami Lakes, FL 33014</td>
<td>50%</td>
</tr>
</tbody>
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I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

11-03-2016

Date

Authorized Signature and Title
NON-COLLUSION AFFIDAVIT

Company Name:
Street:
City, State, Zip Code:

State of New Jersey

County of ____________________________

I, ________________________________ of the ________________________________

NameCity

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 Harrison Township Board of Education 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 the Harrison Township Board of Education 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

_________________________________________ Authorized Signature & Title

Company Name

Subscribed and sworn before me

this _____ day of ____________, 20____

_________________________________________

Notary Public of New Jersey
My commission expires _______________________, 20____

SEAL

PRIOR EXECUTED AND NOTARIZED NJ NON-COLLUSION AFFIDAVIT ATTACHED
AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____________________________
Street: _____________________________
City, State, Zip Code: _____________________________

Proposal Certification:
Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are 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 Harrison Township Board of Education

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

PRIOR EXECUTED NJ AFFIRMATIVE ACTION FORM ATTACHED
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

__________________________________________
Signature of Procurement Agent
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

1. The disclosure is required for all contracts in excess of $17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

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

3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

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

   a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.

   b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.

   c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.

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

   e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.

   f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package.
and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  o of the public entity awarding the contract
  o of that county in which that public entity is located
  o of another public entity within that county
  o 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.”
### Part I – Vendor Information

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<tr>
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<tr>
<td>City</td>
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<td>Zip</td>
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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.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Printed Name</th>
<th>Title</th>
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### 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.

- **NONE**

[ ] Check here if disclosure is provided in electronic form.

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Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of ____

Vendor Name:

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List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
   State Senator and two members of the General Assembly per district.

County:
   Freeholders    County Clerk    Sheriff
   {County Executive}    Surrogate

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.
State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other States: Cities, Towns, Villages, and Boroughs

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6 ALZHEIMERS NETWORK OF OREGON
7 ASHLAND COMMUNITY HOSPITAL
8 ATHENA LIBRARY FRIENDS ASSOCIATION
9 BARLOW YOUTH FOOTBALL
10 BAY AREA FIRST STEP, INC.
11 BENTON HOSPICE SERVICE

No.  
12 BETHEL CHURCH OF GOD
13 BIRCH COMMUNITY SERVICES, INC.
14 BLACKLY LANE ELECTRIC COOPERATIVE
15 BLIND ENTERPRISES OF OREGON
16 BONNEVILLE ENVIRONMENTAL FOUNDATION
17 BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
18 BROAD BASE PROGRAMS INC.
19 CANBY FOUR SQUARE CHURCH
20 CANCER CARE RESOURCES
21 CASCADIA BEHAVIORAL HEALTHCARE
22 CASCADIA REGION GREEN BUILDING COUNCIL
23 CATHOLIC CHARITIES
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25 CENTER FOR RESEARCH TO PRACTICE
26 CENTRAL BIBLE CHURCH
27 CENTRAL CITY CONCERN
28 CENTRAL DOUGLAS COUNTY FAMILY YMCA
29 CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
30 CHILDPEACE MONTESSORI
31 CITY BIBLE CHURCH
32 CLACKAMAS RIVER WATER
33 CLASSROOM LAW PROJECT
34 COAST REHABILITATION SERVICES
35 COLLEGE HOUSING NORTHWEST
36 COLUMBIA COMMUNITY MENTAL HEALTH
37 COMMUNITY ACTION ORGANIZATION
38 COMMUNITY ACTION TEAM, INC.
39 COMMUNITY CANCER CENTER
40 COMMUNITY HEALTH CENTER, INC
41 COMMUNITY VETERINARY CENTER
42 CONFEDERATED TRIBES OF GRAND RONDE
43 CONSERVATION BIOLOGY INSTITUTE
44 CONTEMPORARY CRAFTS MUSEUM AND GALLERY
45 CORVALLIS MOUNTAIN RESCUE UNIT
46 COVENANT CHRISTIAN HOOD RIVER
47 COVENANT RETIREMENT COMMUNITIES
48 DECISION SCIENCE RESEARCH INSTITUTE, INC.
49 DELIGHT VALLEY CHURCH OF CHRIST
50 DOGS FOR THE DEAF, INC.
51 DOUGLAS ELECTRIC COOPERATIVE, INC.
52 EAST HILL CHURCH
53 EAST SIDE FOUR SQUARE CHURCH
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60 ENTERPRISE FOR EMPLOYMENT AND EDUCATION
61 EUGENE BALLET COMPANY
62 EUGENE SYMPHONY ASSOCIATION, INC.
63 EUGENE WATER & ELECTRIC BOARD
64 EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
65 FAIR SHARE RESEARCH AND EDUCATION FUND
66 FAITH CENTER
67 FAITHFUL SAVIOR MINISTRIES
68 FAMILIES FIRST OF GRANT COUNTY, INC.
69 FANCONI ANEMIA RESEARCH FUND INC.
70 FARMWORKER HOUSING DEV CORP
71 FIRST CHURCH OF THE NAZARENE
72 FIRST UNITARIAN CHURCH
73 FORD FAMILY FOUNDATION
74 FOUNDATIONS FOR A BETTER OREGON
75 FRIENDS OF THE CHILDREN
76 GATEWAY TO COLLEGE NATIONAL NETWORK
77 GOAL ONE COALITION
78 GOLD BEACH POLICE DEPARTMENT
79 GOOD SHEPHERD COMMUNITIES
80 GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
81 GRANT PARK CHURCH
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83 GREATER HILLSBORO AREA CHAMBER OF COMMERCE
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<td>YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT</td>
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