

400-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 2020

In the County Commission of said county, on the 15th day of September 2020

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby declare September 13-19, 2020 as Direct Support Professionals Week.

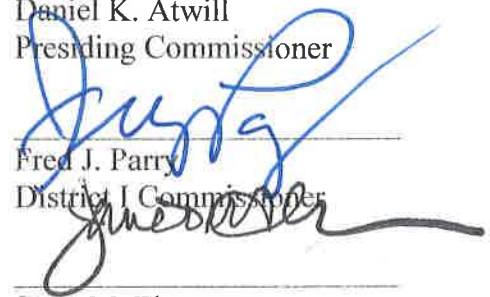
Done this 15th day of September 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

PROCLAMATION RECOGNIZING SEPTEMBER 13-19, 2020 AS DIRECT SUPPORT PROFESSIONALS WEEK

Whereas, direct support professionals, direct care workers, personal assistants, personal attendants, and in-home support workers are the primary providers of long-term services for millions of individuals with disabilities; and

Whereas, direct support professionals must build close, respectful, and trusted relationships with the individuals they help support; and

Whereas, direct support professionals provide a broad range of individualized support enabling individuals to live meaningful and productive lives; and

Whereas, direct support professionals help persons with disabilities participate fully in their communities and remain connected to family and friends; and


Whereas, the majority of direct support professionals are employed in home and community-based settings, and that number is projected to increase over the next decade; and


Whereas, approximately 725 direct support professionals currently provide support to over 700 people with disabilities in our community.

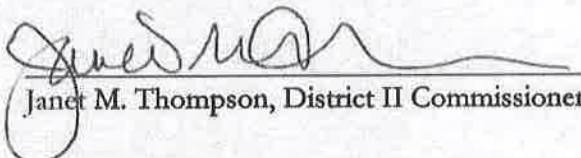
Therefore, in recognition of the dedication of and vital role played by direct support professionals in enhancing the lives of individuals with disabilities, the Boone County Commission does hereby declare September 13-19, 2020 as Direct Support Professionals Week.

IN TESTIMONY WHEREOF, this 15th day of September, 2020.

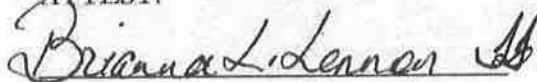



Daniel K. Atwill, Presiding Commissioner


Fred J. Parry, District I Commissioner


Janet M. Thompson, District II Commissioner

ATTEST:


Brianna L. Lennon, County Clerk

400-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20²⁰

County of Boone

} ea.

15th

day of September

20²⁰

In the County Commission of said county, on the
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Purchase Agreement for maintenance, repair and operations supplies and equipment between Boone County Commission and Lowes Home Centers, LLC

Done this 15th day of September 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 113
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: September 23, 2020
RE: Cooperative Contract: R192006 – Maintenance, Repair & Operations
(MRO) Supplies and Equipment

Purchasing requests permission for our offices to utilize the Omnia Partners Region 4 Education Service Center (ESC) cooperative contract for Maintenance, Repair & Operations (MRO) Supplies and Equipment with Lowes Home Centers, LLC.

The contract provides a 7% discount for in-store purchases and up to a 20% discount on online orders.

The contract expiration date is March 31, 2023. This is a county-wide term and supply contract.

cc: Contract File

**PURCHASE AGREEMENT FOR
Maintenance, Repair and Operations Supplies and Equipment**

THIS AGREEMENT dated the 15th day of September 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Lowe's Home Centers, LLC**, herein "Vendor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Lowe's Home Centers, LLC**, in compliance with all Request for Proposal specifications and any addendum issued for the **Omnia Partners Region 4 Education Service Center (ESC) Contract #R192006**, as well as the Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the proposal response may be permanently maintained in the County Purchasing Office proposal file for this Request for Proposal if not attached. In the event of conflict between any of the foregoing documents, this purchase agreement and the **ESC Contract R192006** shall prevail and control over the vendor's proposal response.
2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County, Maintenance, Repair and Operations Supplies and Equipment as identified and responded to in the vendor's proposal response in the attached **ESC** contract. Products will be provided as required in the proposal specifications and in conformity with the contract documents for the prices and with the discounts set forth in the **ESC** contract, as needed and as ordered by the County.

Walk-In:

7% discount at time of purchase on 40,000 + stock products plus special-order items at any nationwide store location when presenting Lowe's Omnia Partners contract savings card.

On-Line Benefit:

Receive up to 20% discount when placing order online through registered account on www.lowesforpros.com.

- Set price file
- Category discounts up to 20% off

eProcurement Benefits:

eProcurement customers can purchase from Lowe's utilizing Lowesforpros catalog.

- Set price file
- Category discounts up to 20% off

Note: For walk-ins, Omnia Partners contract savings card will need to be ordered and received prior to making purchases at <https://www.lowesforpros.com/l/government-buyer-solutions.html>. Customers can check out through any cashier attending register in the store. Cashiers - scan the Customer's Government Contract Savings card and receive a 7% discount at time of tender from Lowe's everyday low price.

3. **Contract Duration** - This agreement shall commence on **April 1, 2020** and extend through **March 31, 2023** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **two (2) additional one year periods** subject to the pricing clauses in the Vendor's RFP response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
4. **Delivery** - Vendor agrees to deliver Maintenance, Repair and Operation Supplies and Equipment per the proposal documents.
5. **Billing and Payment** - All billing shall be invoiced to the ordering department and billings may only include the prices listed in the Vendor's proposal response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's proposal response to the RFP. The County agrees to pay all correct monthly statements within thirty days of receipt; Vendor agrees to honor any cash or prompt payment discounts offered in its proposal response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or proposal specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with proposal specifications or variances authorized by County, or
 - c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

LOWES HOME CENTERS, LLC

BOONE COUNTY, MISSOURI

By  _____
DocuSigned by:
428A9EBAC2F6494...


By: Boone County Commission

Title VP Pro

 _____
DocuSigned by:
641B934C7D8E4EB...
Presiding Commissioner

APPROVED AS TO FORM:

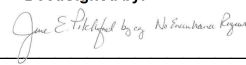
ATTEST:

 _____
DocuSigned by:
7D71DF7E89D74DD...
County Counselor

 _____
DocuSigned by:
81E44C837E964E3...
County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create in a measurable county obligation at this time.)

 _____
DocuSigned by:
752998A2B184244D...
Signature

9/8/2020

Date

County-Wide Term and Supply

Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.

13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Region 4 Education Service Center (ESC)

Contract # R192006

for

Maintenance, Repair and Operations (MRO) Supplies and Equipment

with

Lowe's Home Centers

Effective: April 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and Lowe's Home Centers effective April 1, 2020:

- I. Appendix A; Vendor Contract
- II. Offer & Contract Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of February 25, 2020 by and between Lowe's Home Centers, LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Maintenance, Repair and Operations (MRO) Supplies & Equipment ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 19-20 for ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 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 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 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 immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) 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 the State of Texas 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.

- e) Standard Cancellation. Region 4 ESC 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.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit; 4) change in market conditions.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves 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. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

sole cost and expense. Region 4 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 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, 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.

Company Name Lowe's Home Centers, LLC

Address 1000 Lowe's Blvd

City/State/Zip Mooresville, NC 28115

Telephone No. 888-310-7791

Email Address GovernmentSupport@lowes.com

Printed Name Scott Matthews

Title VP Pro Sales

Authorized signature *Scott Matthews*

Accepted by Region 4 ESC:

Contract No. R192006

Initial Contract Term April 1, 2020 to March 31, 2023

Margaret A. Bass 2/25/2020
 Region 4 ESC Authorized Board Member Date

Margaret A. Bass
Print Name

Carmen T. Moreno 2/25/2020
 Region 4 ESC Authorized Board Member Date

Carmen T. Moreno
Print Name



1605 Curtis Bridge Rd.
Mail Code: A3ECS
Wilkesboro, NC 28697
Phone: 888-310-7791

A. Include a detailed response to Appendix D, Exhibit A, Omnia Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to Omnia Partners.

- For nearly 70 years, we've served customers by remembering we do so much more than sell products. Lowe's stock tens of thousands of unique products and have thousands more available by Special Order. We help people achieve the dreams they have for their homes and communities. From our humble small-town hardware beginnings to a FORTUNE® 100 company, that commitment to the bigger picture has never wavered.
- Whether it's in one of our stores, through our contact and distribution centers or directly in a customer's home or at a job site, together our 300,000 employees help to provide the competitive advantage that sets Lowe's apart. Their belief in always giving their best and responding to the needs of customers, business partners and each other allows them to touch people's lives in a positive way.
- Lowe's has over 1,700 stores location in the United States to serve our customer needs.

Agencies are able to view Lowe's retail stores/storefront locations by visiting the following website:
<https://www.lowes.com/store/>

Get What you Need, When You Need It

At Lowe's we've learned a lot about business customers since we began in 1946. Our services are designed to help you save time and money and make your agency run smoother.

- Typical Store hours are as follows:
 - Monday – Thursday: 7am – 9pm
 - Friday & Saturday: 7am – 10pm
 - Sunday: 9am – 6pm
- Lowe's will offer a dedicated email support mailbox for Omnia Partners customers at GovernmentSupport@lowes.com.
- A dedicated Omnia Partners Hotline is put in place - Hours 8am – 5pm EST, 1-888-310-7791
- Customer Care Line for Customer Support, closest store location and hours: 1-800-445-6537
- Order on-line and pick up in store, have Lowe's deliver or select parcel shipped to your place of business



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- **Training and Support:**

The Omnia Partners contract would be managed by the Pro Sales/National Account Managers by Lowe's Home Centers, LLC. All contract compliance, negotiation; order processing, reporting and administrative payments will be handled by corporate personnel out of the Mooresville, NC location.

Our Corporate team, responsible for Pro Sales and Government Sales as well as comprehensive customer and store support, is closely linked to our team in the field to manage the same process. Upon award, a corporate communication through multiple channels would be distributed to all Regional Sales Directors, Market Directors, Field Directors, Pro Sales Managers of Pro Sales and in -store Pro Sales Specialist that would include:

Contract terms and conditions

Procedure to process incoming orders and execut pre-negotiated pricing for Omnia Partner members

A list of all current Omnia Partner members to support proactive marketing of the contract throughout all local markets across the country.

Lowe's distribution centers and local stores to ship orders in a timely matter

In addition, Lowe's personnel will be advised to offer the Omnia Partner contract to eligible agencies that are not currently members of Omnia Partners but that may benefit from this type of acquisition vehicle. It is understood that Omnia Partner personnel will be available to Lowe's representatives to help explain the membership process to prospective members.

Lowe's will support Omnia Partner members through multiple avenues to meet their purchasing needs. The following outlines Lowe's support team.

Government Sales Team:

Rochelle Komlosi -- Director of National Accounts

Lisa Minton -- Contract Compliance Manager

Will Craig -- National Account Manager (West)

Michelle Halverson -- National Account Manager (South)

Colleen Weaver -- National Account Manager (North)

Lowe's has over 250 Pro Sales Managers to help service this contract in our local store areas.

<https://www.lowespbm.com/LowesCBC/DCASPortal/AEPLookup.aspx>



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- **How agency will receive contract pricing:**

Lowe's offers Omnia Partner members everyday discounts to save your agency time and money. As a participating member of Omnia Partners, Public Sector, our exclusive program offers a walk-in or on-line solutions.

Dedicated ProServices Sales Specialist and National Account Managers to help you get the right products for every project.

Item number 155670 will show on the invoice when the contract savings card is scanned at time of purchase to show you received the discount per the awarded contract.

Walk-In Benefits:

- Receive a 7% discount at time of purchase on 40,000+ stock products plus special order items at any one of our 1,700+ store locations nationwide when presenting your Lowe's Omnia Partners contract savings card.

On-Line Benefits:

- Receive up to 20% discount when you place your order online through your registered account on www.lowesforpros.com
 - Set price file
 - Category discounts up to 20% off

eProcurement Benefits:

- eProcurement customers can purchase from Lowe's utilizing our Lowesforpros catalog.
 - Set price file
 - Category discounts up to 20% off

Dedicated ProServices Sales Specialist and National Account Managers to help you get the right products for every project.

How To Purchase – Walk-in:

- Lowe's walk-in solution was created for a fast convenient way for customers to use our Omnia Partners contract. Omnia Partners contract savings card will need to be ordered and received prior to making purchases at <https://www.lowesforpros.com/l/government-buyer-solutions.html>
- Customers can check out through any cashier attending register in the store. Cashiers – scan the Customer's Government Contract Savings card and receive a 7 % discount at time of tender from Lowe's everyday low price.
- The Government Contract Savings card works with any tender type.
- Government Contract Savings card usage is tied to contract compliance and must be scanned with each contract transaction



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• **How To Purchase – eProcurement:**

- Customers will place their order by logging into their www.lowesforpros.com eProcurement account
- Customer will need to email eProSupport@lowes.com to have the price file and category discount linked for their purchasing needs.
- Orders will be fulfilled by the local stores or fulfillment distribution centers
- Customer will choose their delivery options: Pickup in store, Parcel Ship or Lowe’s Delivery Truck

• **How To Purchase – On-line:**

- Customers will place their order by logging into their www.lowesforpros.com account
- Customer will need to email GovernmentSupport@Lowe.com to have the price file and category discount linked for their purchasing needs.
- Orders will be fulfilled by the local stores or fulfillment distribution centers
- Customer will choose their delivery options: Pickup in store, Parcel Ship or Lowe’s Delivery Truck

Go To Market Strategy

Print:	Web:	Networking:
<ul style="list-style-type: none"> Co-Branded Direct Mail Customer Handouts Advertisements in Print Publications Contract Savings Cards 	<ul style="list-style-type: none"> Dedicated Omnia Partners, Public Sector Lowe’s web portal Summary of Contract Benefits Links to Omnia Partners, Public Sector website Lowesforpros.com by E-Pro 	<ul style="list-style-type: none"> Customer <u>OnSite</u> Meetings Dedicated Customer Support Lines Onboarding Support Tradeshows – NIGP, NAEP, and regional tradeshows

• **Reporting**

- Lowe’s will submit a monthly report to OMNIA Partners, Public Sector each month by the 10th of the month.
 - The sales by agency is tracked when the key fob is scanned at point of sale to receive the discount.
 - Any purchase online will be tracked when the agency selects OMNIA Partners contract to purchase under.
- Lowe’s will have quarterly reviews of the sales volume with OMNIA Partners Development Manager.



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B. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administrative Agreement prior to Contract award. Offeror should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administrative Agreement on Appendix B, Terms and Conditions Acceptance Form.

- Lowe's has prepared Addendum 1 for your review.

C. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

- Lowe's has included the forms listed above in Tab 7

D. Describe how Offeror responds to emergency orders.

- For emergency orders, Lowe's will do everything possible to accommodate the urgency and product needed to take care of the agency needs

Helping residents of the communities, Lowe's Command Center serves by being there when weather threatens or a disaster occurs and in the recovery that follows. Lowe's Emergency Command Center and network of distribution centers allow Lowe's to respond to our customers' needs and quickly replenish store shelves with emergency products.

E. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

At Lowe's we've learned a lot about business customers since we began in 1946. Our services are designed to help you save time and money and make your agency run smoother. Any local Lowe's store can assist with order related issues by directly contacting them or by contacting the Government Support.

- Typical Store hours are as follows:
 - Monday – Thursday: 7am – 9pm
 - Friday & Saturday: 7am – 10pm
 - Sunday: 9am – 6pm
- Lowe's will offer a dedicated email support mailbox for Omnia Partners customers at GovernmentSupport@lowes.com.
- A dedicated Omnia Partners Hotline is put in place - Hours 8am – 5pm EST, 1-888-310-7791
- Customer Care Line for Customer Support, closest store location and hours: 1-800-445-6537
- Order on-line and pick up in store, have Lowe's deliver or select parcel shipped to your place of business

Lowe's will make every effort to contact the agency back within 24 hours of receiving the email or phone call.



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F. Describe Offeror's invoicing process.

Each agency will receive an invoice at point of sale to show the item purchased and the discount.

If an agency is utilizing the Lowe's Business Accounts, then they will be mailed an statement and duplicate invoice each month.

G. Describe Offeror's contract implementation/customer transition plan. As an example, attach a high-level project schedule with milestones from each implementation phase. Include training that customer will receive as part of the transition.

- Lowe's will "grandfather" any agencies using the existing contract (National IPA/Region 4) to the newly award contract with OMNIA Partners. The contract savings card will not expire, instead we would change the expiration date to the expiration date of the awarded contract.
- Lowe's will offer the OMNIA Partners, Public Sector as our lead cooperative contract to state and local agencies

Go To Market Strategy		
Print:	Web:	Networking:
<ul style="list-style-type: none"> • Co-Branded Direct Mail • Customer Handouts • Advertisements in Print Publications • Contract Savings Cards 	<ul style="list-style-type: none"> • Dedicated Omnia Partners, Public Sector Lowe's web portal • Summary of Contract Benefits • Links to Omnia Partners, Public Sector website • Lowesforpros.com by E-Pro 	<ul style="list-style-type: none"> • Customer OnSite Meetings • Dedicated Customer Support Lines • Onboarding Support • Tradeshows – NIGP, NAEP, and regional tradeshows

- Lowe's will send out a press release by 4-1-2020 to announce the newly awarded contract
- Lowe's will send out an internal announcement to the field teams about the newly awarded contract
- Direct Mail campaign to all existing agencies utilizing the Lowe's contract to announce the newly award contract by 4-30-20
- Lowe's will update it website by 4-1-2020
- OMNIA Partners, Public Sector to update their website by 4-1-2020



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H. Describe the financial condition of Offeror.

2018 – \$71,309M
2017 – \$68,619M
2016 - \$65, 017M

To review our Annual Reports, please visit, <https://lowes.gcs-web.com/financial-information/annual-reports>

I. Contracts that have retail stores shall have appropriate procedures in place to ensure contract pricing on all product lines to member agencies. Describe how agencies choosing to pick up orders will receive the correct contract pricing. Indicate how volume will be tracked and reported to OMNIA Partners.

Each agency will need to scan their key fob to receive the discount at point of sale.

If they are purchasing off the core marketbasket, MFG- Discount, Category-Discount they will have to purchase online at www.lowesforpros.com to receive the awarded contract pricing. They can select to pick up the merchandise from the local store.

The sales by agency is tracked when the key fob is scanned at point of sale to receive the discount.

Any purchases online will be tracked when the agency selects OMNIA Partners contract to purchase under.

J. Payment terms/options. Include standard payment terms, early payment discounts and form of payment accepted. Also state the Convenience Fee, if allowable, per the Visa Operating Regulations.

Lowe's does not charge a convenience fee for using credit cards at our stores. Lowe's accepts all major credit cards along with our business accounts outlined below.

Please review each business account to review the payment terms per the agreement.



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Lowe's is committed to offering Omnia Partners, Public Sector members the easiest, most convenient business credit program anywhere. Our business credit offers easy-to read itemized billing, secure online account management, customized account setup, employee spending control and a dedicated account representative.

1. Lowe's offers 3 types of business credit programs for our Pro business customers: Lowe's Account Receivable (LAR), Lowe's Business Accounts (LBA), and Lowe's Business Rewards Card (LBR) by American Express. These programs are private label credit programs for Lowe's. The terms and conditions are pre-established and will be between the Omnia Partners, Public Sector members who choose to open an account with either Synchrony Bank or American Express. Please visit <https://www.lowesforpros.com/l/business-credit-center.html> to learn more about the credit programs.



The following are high level exclusive features and benefits of each of the three business credit programs:

2. Lowe's Accounts Receivable (LAR)

- ✓ No Annual Fee
- ✓ Pay in full each month
- ✓ Discounted delivery on Lowe's Pro Sales purchases
- ✓ Manage your account online
- ✓ Finance charges are not applied to government entities accounts
- ✓ Please visit <https://www.lowesforpros.com/l/lowes-accounts-receivable.html> to learn more

3. Lowe's Business Account (LBA)

- ✓ No Annual Fee
- ✓ Low monthly payments
- ✓ Manage your account online
- ✓ Please visit <https://www.lowesforpros.com/l/lowes-business-account.html> to learn more

4. Lowe's Business Rewards Card (LBR)

- ✓ No Annual Fee
- ✓ Earn points for purchases at Lowe's and everywhere American Express is accepted
- ✓ Manager your account online
- ✓ Please visit <https://www.lowesforpros.com/l/business-credit-center.html> to learn more



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A. Provide a brief history of the Offeror, including year it was established and corporate office location.

Founded in 1946 and based in Mooresville, NC., Lowe's supports the communities it serves through programs focused on creating safe, affordable housing and helping to develop the next generation of skilled trade experts.

For nearly 70 years, we've served customers by remembering we do so much more than sell products. Lowe's stock tens of thousands of unique products and have thousands more available by Special Order. We help people achieve the dreams they have for their homes and communities. From our humble small-town hardware beginnings to a FORTUNE® 100 company, that commitment to the bigger picture has never wavered.

As a purpose-driven company, Lowe's is committed to delivering the right home improvement products, with the best service and value, across every channel and community we serve. That's the lens Lowe's uses to do what's right for customers and its communities.

"Building a Sustainable Foundation" is Lowe's sixteenth annual corporate responsibility report, outlining Lowe's management approach to sustainability topics and highlighting our goals, performance and progress to date. Our core focus areas include Product Sustainability, Our People & Our Communities and Operational Excellence.

In 2018, Lowe's and the Lowe's Foundation donated approximately \$46 million to K-12 schools and community organizations in the United States, Canada and Mexico, including disaster relief and rebuilding efforts.

Education is at the heart of Lowe's call to improve the communities we serve. By helping schools and students in need, we're investing in the long-term success of our communities. We believe education is the cornerstone to building stronger and more sustainable communities and Lowe's is committed to providing the resources our schools and children need to succeed.

Lowe's introduces students to trade skills careers – to learn more please visit <https://newsroom.lowes.com/fresh-thinking/lowes-introduces-students-to-trade-skills-careers/> to learn more.

Please take the time to review 2018 Corporate Responsibility Report at https://1g0r7s45brd833po5f1d5yyb-wpengine.netdna-ssl.com/wp-content/uploads/2019/06/Lowes_2018CRRReport_FINAL_6_2019-1.pdf



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B. Describe Offeror's reputation in the marketplace.

Lowe's has received several awards for our dedication to promoting diversity and inclusion:

Awards & Recognition



Black Enterprise has named Lowe's one of the 50 best companies for diversity



Named a Top 10 Military Friendly Brand



Lowe's recognized as a Top Veteran-Friendly Company by U.S. Veterans Magazine



Lowe's becomes first ten-time winner of EPA's SmartWay Excellence Award



Barron's names Lowe's as one of the top 100 most sustainable companies in the U.S.



Lowe's recognized as a top company in sustainability practices by FTSE4Good



2020 Women on Boards recognized Lowe's as a "W" company for having 20% or more of board seats held by women



Lowe's received the ENERGY STAR Excellence in Promotion Award for successful promotion of ENERGY STAR products



Black Enterprise recognized Janice Little, Vice President, Chief Diversity Officer, as a 2018 Top Corporate Diversity Executive

To learn more about Lowe's reputation in the marketplace, please visit:

<https://newsroom.lowes.com/csr-reports/>



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C. Describe Offeror's reputation of products and services in the marketplace.

2018 Highlights

Lowe's is proud of our corporate responsibility accomplishments and the recognition we received in 2018. Here are some highlights:



To learn more about Lowe's reputation in the marketplace, please visit:
<https://newsroom.lowes.com/csr-reports/>

D. Describe the experience and qualification of key employees.

The National Account Managers have been with Lowe's for over 40 years combined.

- They are experienced on how to sell the benefits of a cooperative contract.
- They have great customer service skills to assist any agency with their needs.
- They are friendly and approachable to help build rapport with the agencies.
- NAMs attend a quarterly training meeting on cooperative contracts to make sure they are aware of any new information/programs they need to share with their customers.

E. Describe Offeror's experience working with government sector.

Lowe's has focused on government sector since 2010.

- We have done dozens of RFPs to be awarded local and state government contracts
 - When allowed, Lowe's always responds with cooperative contract discount platform
- We have held a Omnia Partners, Public Sector contract since 2010 (formerly, TCPN or National IPA).
- Lowe's held a GSA contract until December 31, 2015



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F. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Claims, suits and judgements occur in the normal course of business. Lowe's discloses material legal proceedings in its annual 10K report, the most recent of which may be accessed through the U.S. Securities and Exchange Commission's website at: <https://www.sec.gov/edgar.shtml>

G. Provide a minimum of 5 customers references relating to the products and services within the RFP. Include entity name, contact name and title, contact phone and email, city, state, and years serviced.

Each month, Lowe's submits reporting to OMNIA Partners, Public Sector. Please use these reports to review our customer history with Lowe's as references.

H. Provide any additional information relevant to this section.



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A. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

<p>Pro Appreciation Events Lowe's provides a variety of events throughout the year just for our pro customers. Visit our events page to learn more.</p>	<p>Lowe's Business Credit The Lowe's Business Credit program gives you the flexibility, convenience and financial power to get the job done. Learn more about our Business Credit choices.</p>	<p>Easy Ordering & Delivery Lowe's offers you three ways to get what you want, when you need it. We make contractor ordering easy, no matter what size job. Learn more about our ordering and delivery services at https://www.lowes.com/l/shipping-delivery</p>
<p>Continuing Education Learn about continuing education opportunities through Wilkes Community College, the National Association of Home Builders, and the U.S. Small Business Administration.</p>	<p>Emergency Management Plan Helping residents of the communities, Lowe's Command Center serves by being there when weather threatens or a disaster occurs and in the recovery that follows. Lowe's Emergency Command Center and network of distribution centers allow Lowe's to respond to our customers' needs and quickly replenish store shelves with emergency products.</p>	<p>Lowe'sforpros.com Our ecommerce website Lowe'sforpros.com brings efficiency to Lowe's customers who are now able to take advantage of an even more powerful efficient online website to procure for their business, organization, or institution. Lowe'sforpros.com will support punch out via cXML. Ability to all eProcurement systems via punchout</p>
<p>Encouraging Supplier Diversity At Lowe's, our culture of diversity extends all the way to our supply chain. The aim of our supplier diversity program is to give small and diverse businesses an opportunity to provide products and services to Lowe's. We view our efforts with small and diverse businesses as an investment in our future. We focus on building relationships with women-, minority-, veteran- and service-disabled veteran-owned businesses, as well as those operating in Historically Underutilized Business zones (HUBZones).</p>	<p>Quote Support Program Receive volume savings when your purchase is over \$1,500 and your quote has been placed through Lowe's Quote Support Program (QSP)</p>	<p>Lowe's Hero's Projects We have a strong tradition of volunteering. Our employees are committed to improving their communities, and they show their support by volunteering thousands of hours each year. Whether participating in community revitalization efforts after a disaster, conducting how-to clinics to help community members develop construction skills, helping out at K-12 schools or simply cleaning up local parks and beaches, Lowe's employees are always there to lend a hand.</p>
<p>Paint Color Matching Service Bring us a sample of fabric, carpet or flooring and we'll locate or create a matching paint color in a matter of seconds. Lowe's paint color matching service is designed to help you find the right color and shade for any project</p>	<p>Green Initiative/Sustainability Becoming a more sustainable business is a journey, and Lowe's is committed to continuously working toward being a good steward of the environment. Developing our approach to sustainability has given us the opportunity to look beyond the traditional supply chain and focus on the entire product life cycle. We continue to expand our selection of ENERGY STAR qualified and WaterSense labeled products and offer a growing number of solar-powered solutions.</p>	

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

December 2, 2019

Date


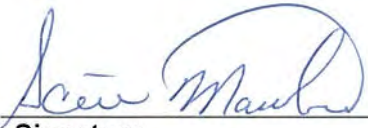
Authorized Signature & Title

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	<u>Lowe's Home Centers, LLC</u>	Contact	
	_____		Signature
			<u>Rochelle Komlosi</u>
			Printed Name
Address	<u>1000 Lowe's Blvd</u>		<u>Director National Accounts</u>
			Position with Company
	<u>Mooresville, NC 28115</u>		
	_____	Official Authorizing Proposal	
	_____		Signature
			<u>Scott Matthews</u>
			Printed Name
Phone	<u>1-888-310-7791</u>		<u>VP Pro Sales</u>
			Position with Company
Fax	<u>1-877-793-8455</u>		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2020-597244

Date Filed:
 03/10/2020

Date Acknowledged:
 3/10/2020

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Lowe's Home Centers, LLC
 Mooresville, NC United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 R192006
 Maintenance, Repair and Operations (MRO) Supplies & Related Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

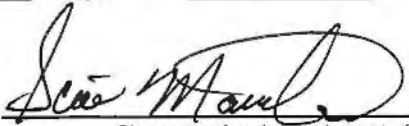
6 UNSWORN DECLARATION

My name is Lowe's Home Centers, LLC, and my date of birth is N/A

My address is 1000 Lowe's Blvd, Mooresville, NC, 28117, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Iredell County, State of NC, on the 10 day of March, 20 20
(month) (year)



Signature of authorized agent of contracting business entity
 (Declarant)

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Scott Matthews, as an authorized representative of

Lowe's Home Centers, LLC, a contractor engaged by

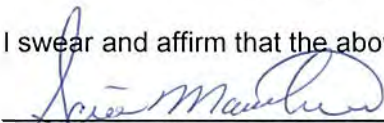
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.


VP Pro Sales
Signature of Named Authorized Company Representative

December 2, 2019
Date

Form Revised 10/27/201

Appendix C, DOC # 5

SPECIAL CONDITIONS

The below clauses are applicable to the Offer; by Submitting a Sealed Proposal the Offeror is accepting these Special Conditions:

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

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

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

Affirmative Steps

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

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

Federal Requirements

Services issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; Services issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining items below, located in this Special Conditions section, are activated and required when federal funding may be utilized.

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

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which 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 section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

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

5. Contract Work Hours and Safety Standards Act.

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

transmission of intelligence.

- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.

§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of

the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be

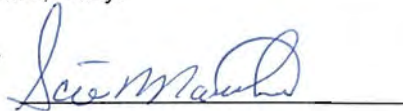
submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Lowe's Home Centers, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Scott Matthews VP Pro Sales

Name and Title of Contractor's Authorized Official

December 2, 2019

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a

state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.

- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

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

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

- d. The following provides a contract clause regarding access to records:

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

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

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

Offeror's Name: Lowe's Home Centers, LLC
Address, City, State, and Zip Code: 1000 Lowe's Blvd, Mooresville, NC 28115
Phone Number: 888-310-7791 Fax Number: 877-793-8455
Printed Name and Title of Authorized Representative: Scott Matthews VP Pro Sales
Email Address: GovernmentSupport@Lowe.com
Signature of Authorized Representative:  Date: December 2, 2019

* Subject to Lowes response in Addendum A, attached hereto

Addendum A
to
Contractor's Contract and Signature Form
Between Lowe's Home Centers, LLC (Lowe's)
and
Region 4 Education Service Center (ESC)
(being made available by OMNIA Partners, Public Sector (Omnia))
for
RFP 19-20
Maintenance, Repair and Operations (MRO) Supplies & Related Services

By awarding the above referenced project to Lowe's Home Centers, LLC, Region 4 ESC agrees that this Addendum will become a part of the Contract. This Addendum and the Contract collectively form the agreement between ESC, Omnia, and Lowe's. With respect to any inconsistencies between the Contract and this Addendum, this Addendum shall govern.

Further Information – Clause 3) Form of Contract.

Lowe's Home Centers, LLC, the entity submitting a response to this RFP, is a fully-owned subsidiary of Lowe's Companies, Inc. (LCI), a publicly traded company. LCI's operating entities (together or individually "Lowe's Co."), including Lowe's and MSH, operate over 1,700 stores, perform installation services nationwide, maintain relationships with thousands of suppliers, employ over 200,000 people, and serve millions of customers. Lowe's Co uses third party independent contractors to perform ancillary services for Lowe's Co during the normal course of business on a daily basis. These ancillary services may include, but are not limited to, appliance decommissioning, product delivery, and janitorial services for Lowe's stores, and are provided to Lowe's Co on an ongoing basis through pre-existing and established business relationships.

Lowe's does not consider the use of these ancillary services to trigger any subcontractor-specific or subcontractor approval requirements for this supply contract. Lowe's agrees to comply with all subcontracting requirements should Lowe's enter into a new contract to specifically fulfill Region 4 ESC's or Omnia's requirements thereof.

Further Information – Clause 5) Commencement of Work.

Use of Purchase Orders requires a Lowe's Accounts Receivable (LAR) or P-Cards. Lowe's does not agree to any additional Purchase Order Terms & Conditions. Aside from product, delivery, or shipping information, any terms, conditions, representations or certifications included in any purchase order, receipt, or other written instruments (Additional Terms), including from entities or persons authorized to purchase under this Agreement, are void and superseded by the terms and conditions of this Agreement. Lowe's gives notice of objection to all Additional Terms and specifically rejects all Additional Terms as a material alteration to this Agreement. Lowe's may accept Additional Terms in its sole discretion after receiving advance written notice of the Additional Terms, provided that no Additional Terms are valid until the entity presenting the Additional Terms receives a signed acknowledgement from Lowe's agreeing to the Additional Terms.

Further Information – Clause 8) Novation.

Clause 8 requires that any successor in interest must guarantee to perform all obligations under this Contract. Lowe's cannot guarantee this; Lowe's will therefore provide the following under this Contract in lieu of clause 8:

8) Novation. If Contractor sells or transfers all assts or the entire portion of the assets used to perform this Contract, the successor in interest ~~must~~ **may** guarantee to perform all obligations under this Contract. ~~Region 4 reserves the right to accept or reject any new party.~~ A change of name agreement will not change the contractual obligations of Contractor.

Further Information – Clause 10) Adding Authorized Distributors/Dealers.

Clause 10 requires Lowe's to identify to Region 4 ESC of its intent to use an authorized distributor or dealer.

Lowe's intends to fulfill a portion of this Contract through Maintenance Supply Headquarters, LLC, (MSH) a fully owned subsidiary of Lowe's Companies, Inc. As a fully owned subsidiary of Lowe's, Lowe's does not consider MSH a subcontractor for purposes of this Contractor.

Further Information – Clause 11) Termination of Contract.

11) e) Standard Cancellation.

The original Clause 11 subsection e) is removed and replaced with the following:

11) e) Standard cancellation. Region 4 ESC ~~or Contractor~~ 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.

Further Information – Clause 14) Delivery.

14. Delivery. ~~Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.~~ If requested, Lowe's will deliver products under this Agreement in accordance with the Lowe's delivery policies in effect at time of purchase, including without limitation, any additional fees for delivery. If using a LAR (Lowe's Account Receivable) any applicable delivery fee will be reduced to \$20.00. Products purchased under this Contract are subject to Lowe's return policies in effect at the time of purchase. Lowe's current policies can be found at <https://www.lowes.com/l/shipping-delivery> and <https://www.lowes.com/l/returns-policy.html>.

Further Information – Clause 16) Payments.

Based on Lowe's standard payment and billing processes customers must tender payment for walk-in and online purchases at the time of purchase. Moreover, Lowe's cannot include certain text in its invoices. Lowe's will therefore provide the following invoicing under this Contract in lieu of clause 16:

16) Payments. The entity using the contract will make payments directly to the awarded vendor. ~~Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.~~

Further Information – Clause 17 Price Adjustments.

Clause 17 provides mechanisms for review of price increases, price reductions and adjustments. Lowe's operates over 1,700 stores, performs installation services nationwide, maintains relationships with thousands of suppliers, employs over 200,000 people, and services millions of customers. Lowe's cannot guarantee that prices across the company will not be lower than those offered under this Contract. Moreover, due to this scale, Lowe's cannot obtain advance approvals of pricing or product changes. Lowe's will therefore provide the following pricing under this Contract in lieu of clause 17:

17) Offeror's Pricing. Contractor agrees that all prices offered through this Contract are comparable to or better than the equivalent prices offered through any other similar cooperative purchasing contract.

Further Information – Clauses 19 through 22

Clauses 19 through 22 seek to control Lowe's product offerings. Lowe's is a reseller of product and as such cannot guarantee that replacement models of any product will meet or exceed the specifications or the performance of a discontinued model. Similarly, Lowe's cannot guarantee that replacement models will be available at the same prices as the discontinued model. Lowe's is not offering any labor under this contract and accordingly will not warrant labor. Finally, Lowe's will therefore provide the following product representations under this Contract in lieu of clauses 19, 20, 21, and 22:

19) Product Assortment. Contractor's product assortment varies based on numerous factors, including for example location, season, and product availability. In addition, products may change over time and manufacturers discontinue products and product lines. Unless Contractor issues a written quote or offer, Contractor makes no guarantees with respect to product changes or availability and has no obligation to inform Region 4 ESC, Omnia, or any Member of product changes or availability.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. ~~Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if in the line is replacing or supplementing products, is equal or superior to the original products, is discontinued similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.~~

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty ~~and one (1) year labor warranty unless otherwise agreed to in writing.~~

Further Information – Clauses 23 through 26

Lowe's and Region 4 ESC agree that "work to be performed at schools" and "services" do not include delivery. Delivery of appliances consists of moving of new appliance into desired location, moving of old appliances to another location if requested, haul-away and recycling of old appliance, uncrating and removal of packing materials, demonstration of operation of new appliance if requested, and door swing change, if necessary. Charges and restrictions may apply to gas appliances, dishwashers, drop-in ranges, air conditioners, water heaters, wall ovens, surface units, and cooktops. All appliances may not be available in all areas.

Moreover, Lowe's conducts background checks of its employees at the time of hire for violent crimes, drug related crimes, sexual offenses (including, but not limited to, rape, molestation, sexual assault, indecent exposure, indecency with a child), murder and kidnapping. Delivery drivers are also subject to a Motor Vehicle Records check for driver license issues. Drug testing is done on all Contractor employees at the beginning of their employment only. By utilizing the Contract for purchases,

Region 4 ESC, Omnia, and purchasing Members agree that this fulfills all Contract obligations related to sex offender restrictions.

Further Information – Clause 30) Indemnity.

Lowe's will provide the following Indemnity under this Contract in lieu of clause 30:

30) Indemnity: Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all ~~third-party~~ claims, damages, losses, and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

Further Information – Clause 31) Marketing.

Lowe's proprietary indicia, trademarks, service marks, or trade names (collectively "Marks") are owned by LF, LLC, a Delaware limited liability company and an affiliate of Lowe's. In order to use such Marks, Omnia, and Region 4 ESC must enter into a separate Licensing Agreement with LF, LLC. As such the following paragraph will appear in lieu of clause 31:

31) ~~Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement.~~ Region 4 ESC acknowledges that Lowe's proprietary indicia, trademarks, service marks, or trade names (collectively "Marks") are owned by LF, LLC, a Delaware limited liability company and an affiliate of Lowe's. In order to use such Marks Region 4 ESC will enter into a separate Licensing Agreement with LF, LLC. Any use of Region

4 ESC's name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

Further Information – Clause 32) Certificates of Insurance.

Lowe's Home Centers, LLC ("Lowe's"), will maintain during the term of the project and for a two year period following completion of services, the following insurance:

Commercial general liability insurance, under a blanket program providing coverage for multiple projects and locations, with minimum limits of \$1,000,000 per occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate, which shall include coverage for bodily injury, death, property damage, personal and advertising injury and contractual liability; commercial automobile liability insurance providing coverage for owned, hired, and non-owned autos in the minimum combined single limit of \$1,000,000; and excess liability insurance in the minimum amount of \$5,000,000. Such insurance will respond on a primary basis for claims arising out of Lowe's performance under the terms of the agreement. Lowe's will also maintain workers' compensation insurance as required by applicable statute and employer's liability insurance in the minimum amount of \$500,000 per employee for disease, \$500,000 14/bodily injury per accident and \$500,000 policy limit for disease.

All policies shall be written on an occurrence basis by insurers rated A/X or higher by A.M. Best and authorized to do business in the state where the services are performed. Lowe's will satisfy the commercial general liability insurance requirement through a program of self-insurance covering Lowe's Companies, Inc. and its U.S. subsidiaries, including Lowe's Home Centers, LLC.

An evidence of coverage certificate of insurance providing information on Lowe's insurance program is attached. Lowe's shall provide Region 4 ESC with a renewal certificate, upon request, should this certificate expire during the awarded contract term. Lowe's will use commercially reasonable efforts to provide Region 4 ESC within thirty (30) days' prior written notice of cancellation of the insurance described herein; such notice will not be provided by the insurance company.

Upon request Lowe's shall include Region 4 ESC as an additional insured, by blanket endorsement, under the commercial general liability and automobile liability insurance, and shall provide Region 4 ESC with a certificate of insurance naming Region 4 ESC as an additional insured. All certificates bear an electronic signature. Lowe's will provide a certificate of insurance only; Lowe's will not provide copies of its insurance policies.

By awarding the above referenced project to Lowe's Home Centers, LLC, Omnia and Region 4 ESC accept Lowe's insurance program contained herein and agrees this program satisfies Omnia's and Region 4 ESC's insurance requirements for this solicitation.

Further Information – Addendum No. 2 Appendix C DOC #5.

Addendum No. 2 states that Services issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; Services issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining items below, located in this Special Conditions section, are activated and required when federal funding may be utilized.

Lowe's and Region 4 ESC agree that "Services" do not include the sale of products or delivery thereof. Delivery of appliances consists of moving of new appliance into desired location, moving of old appliances to another location if requested, haul-away and recycling of old appliance, uncrating and removal of packing materials, demonstration of operation of new appliance if requested, and door swing change, if necessary. Charges and restrictions may apply to gas appliances, dishwashers, drop-in ranges, air conditioners, water heaters, wall ovens, surface units, and cooktops. All appliances may not be available in all areas.

Lowe's will comply with orders of the United States Secretary of Labor, including any applicable rules and regulators of those order, as required by law. However, Region 4 ESC agrees not to allow any federal funds to be utilized at Lowe's or its affiliates through this Contract.

Appendix C, DOC # 6

QUESTIONNAIRE

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

1. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No
(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

2. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantaged business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

- a. **Minority Women Business Enterprise**
Respondent certifies that this firm is an MWBE Yes No
List certifying agency: _____

- b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
Respondent certifies that this firm is a SBE or DBE Yes No
List certifying agency: _____

- c. **Historically Underutilized Businesses (HUB)**
Respondent certifies that this firm is a HUB Yes No
List certifying agency: _____

- d. **Historically Underutilized Business Zone Enterprise (HUBZone)**
Respondent certifies that this firm is a HUBZone Yes No
List certifying agency: _____

- e. **Other**
Respondent certifies that this firm is a recognized diversity certificate holder Yes No
List certifying agency: _____

3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation? Yes No
- 6.



1605 Curtis Bridge Rd.
Mail Code: A3ECS
Wilkesboro, NC 28697
Phone: 888-310-7791

Diversity & Inclusion

Lowe's dedication to diversity and inclusion grows from the steadfast values of our associates and extends to every corner of our company. We draw upon the strength of collaboration, bringing together many unique individuals in the workplace and community to better meet the needs of our associates and customers. Recruiting, developing and retaining a diverse workforce ensures a welcoming customer experience, enhances partnerships and community involvement and strengthens our business.

Lowe's is committed to fostering an environment where individuals are valued, treated fairly, respected and inspired to serve customers and the community. Marvin Ellison, president and chief executive officer, and Janice Little, our vice president, chief diversity officer, regularly provide direction on diversity and inclusion initiatives. Our vice president, chief diversity officer leads our diversity and inclusion team in developing strategies, policies, partnerships, programs and key performance indicators, and reports these efforts to our board of directors. Lowe's is also a signatory to the CEO Action Pledge for Diversity & Inclusion, and as part of our commitment to an inclusive work environment, we analyzed our workforce profiles in 2018 to strategically focus our efforts going forward.

We focus on diversity and inclusion in three areas:

Business: Aim to provide better and more diverse services and solutions

Talent: Desire a workforce that can best serve to understand our customers' needs and how best to meet them

Culture: Foster an inclusive culture that unleashes the brilliance of our full workforce to bring their talents to support the customer and serve the community

Lowe's remains focused on investing in programs that create value for our customers and our company. In the U.S., we piloted two leadership development programs for women in 2018 in partnership with the Network of Executive Women (NEW) and the Women in Leadership Linkage Institute. Lowe's additionally has initiated regional partnerships with NEW to directly connect women based in field operations through networking and leadership development programs. We also partnered with the Executive Leadership Council (ELC) and piloted multi-day leadership development programs to support high potential African-American talent in the field. Three of Lowe's senior executives, including Marvin Ellison, president and CEO, are members of the ELC. We look forward to leveraging data analytics and executive engagement to further improve on our diversity and inclusion efforts in 2019 and beyond.

Our Vice President, Chief Diversity Officer, Janice Little, was recognized by Black Enterprise as a 2018 Top Executive in Corporate Diversity.



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A. Brief History and description of Supplier:

Founded in 1946 and based in Mooresville, NC., Lowe's supports the communities it serves through programs focused on creating safe, affordable housing and helping to develop the next generation of skilled trade experts.

For nearly 70 years, we've served customers by remembering we do so much more than sell products. Lowe's stock tens of thousands of unique products and have thousands more available by Special Order. We help people achieve the dreams they have for their homes and communities. From our humble small-town hardware beginnings to a FORTUNE® 100 company, that commitment to the bigger picture has never wavered.

As a purpose-driven company, Lowe's is committed to delivering the right home improvement products, with the best service and value, across every channel and community we serve. That's the lens Lowe's uses to do what's right for customers and its communities.

"Building a Sustainable Foundation" is Lowe's sixteenth annual corporate responsibility report, outlining Lowe's management approach to sustainability topics and highlighting our goals, performance and progress to date. Our core focus areas include Product Sustainability, Our People & Our Communities and Operational Excellence.

In 2018, Lowe's and the Lowe's Foundation donated approximately \$46 million to K-12 schools and community organizations in the United States, Canada and Mexico, including disaster relief and rebuilding efforts.

Education is at the heart of Lowe's call to improve the communities we serve. By helping schools and students in need, we're investing in the long-term success of our communities. We believe education is the cornerstone to building stronger and more sustainable communities and Lowe's is committed to providing the resources our schools and children need to succeed.

Lowe's introduces students to trade skills careers – to learn more please visit <https://newsroom.lowes.com/fresh-thinking/lowes-introduces-students-to-trade-skills-careers/> to learn more.

Please take the time to review 2018 Corporate Responsibility Report at https://1g0r7s45brd833po5f1d5yyb-wpengine.netdna-ssl.com/wp-content/uploads/2019/06/Lowes_2018CRRReport_FINAL_6_2019-1.pdf



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Lowe's Mission Statement

Together, deliver the right home improvement products, with the best service and value, across every channel and community we serve.

Corporate responsibility is a cornerstone of our company and fundamental to our success. Our environmental stewardship programs and community revitalization efforts help us live out our mission to serve the communities around us.

B. Total number and location of sales persons employed by Supplier:

Whether it's in one of our stores, through our contact and distribution centers or directly in a customer's home or at a job site, together our 300,000 employees help to provide the competitive advantage that sets Lowe's apart. Their belief in always giving their best and responding to the needs of customers, business partners and each other allows them to touch people's lives in a positive way.

The power of all of our employees united in a single purpose is a driving force for our company's success – success not measured in numbers alone but also by our collective ability to help people love where they live. Lowe's success is driven by the power of 300,000 employees united in a single purpose.

Agencies are able to view Lowe's retail stores/storefront locations by visiting the following website:
<https://www.lowes.com/store/>

Lowe's has over 250 Pro Sales Managers to help service this contract in our local store areas.
<https://www.lowespbm.com/LowesCBC/DCASPortal/AEPLookup.aspx>

Government Sales Team:

Rochelle Komlosi -- Director of National Accounts
Lisa Minton -- Contract Compliance Manager
Will Craig -- National Account Manager (West)
Michelle Halverson -- National Account Manager (South)
Colleen Weaver -- National Account Manager (North)



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C. Number and location of support centers and location of corporate office:

Lowe's has over 1,700 store locations in the United States to serve our customers needs.

Agencies are able to view Lowe's retail stores/storefront locations by visiting the following website:

<https://www.lowes.com/store/>

Lowe's corporate office is located at: 1000 Lowe's Blvd, Mooresville, NC 28117

Lowe's Regional office are located at:

Name	Address	City	State/Postal Code	Phone	Fax
REGION 01, RICHMOND, VA	4951 LAKE BROOK DRIVE, SUITE 375	GLEN ALLEN	VA 23060	(804)747-4790	(804)747-1920
REGION 02, CHARLOTTE, NC	1000 LOWE'S BOULEVARD - ITSC 02	MOORESVILLE	NC 28117	(704)758-0355	(704)757-0964
REGION 03, ATLANTA, GA	400 GALLERIA PKWY SUITE 1720	ATLANTA	GA 30339	(770)916-7700	(770)916-7725
REGION 04, INDIANAPOLIS, IN	6620 NETWORK WAY	INDIANAPOLIS	IN 46278	(317)569-1959	(317)569-8482
REGION 05, DALLAS, TX	5700 GRANIT PARWAY II, STE 840	PLANO	TX 75024	(972)963-4100	(972)963-4122
REGION 06, NASHVILLE, TN	310 BILLINGSLEY COURT STE 200	FRANKLIN	TN 37067	(615)771-5339	(615)771-5351
REGION 07, PHILADELPHIA, PA	401 PLYMOUTH ROAD, SUITE 300	PLYMOUTH MEETING	PA 19462	(610)772-9200	(610)772-9226
REGION 08, IRVINE, CA	2603 MAIN STREET SUITE #700	IRVINE	CA 92614	(949)819-9000	(949)819-9025
REGION 12, ST. LOUIS, MO	14755 N. OUTER 40 DR - SUITE 120	CHESTERFIELD	MO 63017	(636)299-9020	(636)299-9030
REGION 14, RENTON, WA	900 SW 16TH STREET, SUITE 300	RENTON	WA 98057	(425)757-5550	(425)757-5551
REGION 15, HOUSTON, TX	1575 SAWDUST ROAD STE 100	THE WOODLANDS	TX 77380	(281)465-4711	(281)465-4906
REGION 18, BOSTON, MA	293 BOSTON POST ROAD SUITE 510	MARLBOROUGH	MA 01752	(508)305-8340	(508)305-4792
REGION 21, PITTSBURGH, PA	2100 GEORGETOWN DR, STE 200	SEWICKLEY	PA 15143	(724)934-6560	(724)934-6585
REGION 24, TORONTO, ON	5160 YONGE ST, STE 200, POB 25	NORTH YORK	ON M2N 6L9	(416)730-7300	(416)730-7374
REGION 27, TAMPA, FL	17427 BRIDGE HILL CT ST B	TAMPA	FL 33647	(813)392-4070	(813)392-4071
REGION 30, NEW YORK, NY	1301 ROUTE 36	HAZLET	NJ 07730		

Regional Distribution Centers (RDC) Network are located at:

Location Number	Name	Address	City	State/Postal Code	Phone	Fax
955	LOWE'S TEXAS RDC	955 LOWE'S LANE	MOUNT VERNON	TX 75457	(903)537-7500	(903)537-7446
960	LOWE'S NORTH CAROLINA RDC	711 TOMLIN MILL RD.	STATESVILLE	NC 28625	(704)876-8500	(704)876-3151
961	LOWE'S PENNSYLVANIA RDC	1201 KEYSTONE BLVD	MINERSVILLE	PA 17954	(570)544-1600	(570)544-9860
962	LOWE'S VALDOSTA, GA. RDC	1550 COMMERCE DRIVE	VALDOSTA	GA 31601	(229)293-1500	(229)242-2873
965	LOWE'S WYOMING RDC	2723 CHRISTENSEN ROAD	CHEYENNE	WY 82007	(307)637-0700	(307)632-9830
966	LOWE'S CALIF. RDC	3984 INDIAN AVENUE	PERRIS	CA 92571	(951)443-2500	(951)940-1981
990	LOWE'S OHIO RDC	12700 COUNTY ROAD 212	FINDLAY	OH 45840	(419)429-5700	(419)420-7367
992	LOWE'S INDIANA RDC	1301 WEST JFK DRIVE	NORTH VERNON	IN 47265	(812)346-9400	(812)346-1985
1419	LOWE'S POINCIANA, FL RDC	2651 HAM BROWN ROAD	KISSIMMEE	FL 34746-3425	(407)452-1000	(407)452-1092
1420	LOWE'S MID-ATLANTIC RDC	620 LOWE'S BLVD	GARYSBURG	NC 27831	(252)519-2400	(252)537-7612
1421	LOWE'S PLAINFIELD, CT RDC	1421 LOWE'S WAY	PLAINFIELD	CT 06374	(860)317-4000	(860)317-4001
1436	LOWE'S LEBANON, OR RDC	1001 REEVES PARKWAY	LEBANON	OR 97355	(541)258-0221	(541)258-0222
1440	LOWE'S ROCKFORD, IL RDC	2801 SOUTH SPRINGFIELD AVENUE	ROCKFORD	IL 61102	(815)721-8260	(815)721-8261
1449	LOWE'S PITTSSTON, PA RDC	200 CENTER POINT BLVD	PITTSSTON	PA 18640	(570)603-6100	(570)603-6185
1457	LOWE'S NORTHERN GA RDC	255 PROSPERITY WAY, NE	ADAIRSVILLE	GA 30103	(706)728-9040	(706)728-9064
3311	LOWE'S OF NASHVILLE, TN DFC	2782 YORK ROAD	PLEASANT VIEW	TN 37146	(629)208-1100	(629)000-0000



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D. Annual sales for the three previous fiscal years:

2018 – \$71,309M
2017 – \$68,619M
2016 - \$65, 017M

To review our Annual Reports, please visit, <https://lowes.gcs-web.com/financial-information/annual-reports>

E. Lowe's FEIN and Dunn & Bradstreet report:

FEIN: 56-07438358
D&B: 018810275

F. Describe any green or environment initiatives or policies:

Environmental Sustainability:

Enjoy a Better, More Sustainable Home

We want our customers to feel good about the high-quality products they choose at Lowe's. Our products are carefully selected, beginning with our sourcing decisions. We care about how our thousands of products are created and about the people who make them. Through collaboration and established management systems, we monitor our suppliers' practices to ensure we are securing high quality products from vendors who protect worker rights and the environment.

We are also bringing more innovative, energy efficient and eco-certified products into our portfolio of products that provide health and environmental benefits—to meet the needs of an increasing set of customers who prefer these types of products.

Sustainable for Our Future

Operating our business sustainably means acting in ways that will preserve the precious natural resources around us, reduce our impact on the environment, and leave the world a better place for future generations. At Lowe's, we believe in the often quoted view that, "We have not inherited the earth from our parents, we have borrowed it from our children."

Our Goals

How we aim to help customers and associates reduce their impact on the environment.

To learn more about Lowe's Product Sustainability, please visit:

<https://newsroom.lowes.com/responsibility/product-sustainability/>

Responsibly Managing Our Operations

We are committed to preserving our shared home, Earth, through sustainable practices while doing the right thing: acting responsibly, ethically and being transparent.

To learn more about Operational Excellence, please visit:

<https://newsroom.lowes.com/responsibility/operational-excellence/>



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Green Product Lines:

Eco-Products

Lowe's strives to help customers reduce their environmental impact with a global focus on eco-products. Because customer needs and government regulations differ, our product portfolio varies across the U.S. and Canada. For more than 10 years, our RONA operations in Canada have leveraged the life cycle approach to identify and promote certain products as "eco-products," formalized as the ECO product program. In 2018, we expanded the ECO product program across Canada and revamped our marketing efforts to promote the program. We are enhancing our processes in the U.S. to reflect these best practices. In 2018, our Canada operations also began developing buyer's guides per product group for our merchandising teams to better understand the attributes that make a product more eco-friendly and align with our sourcing goals. The guides include corporate policy requirements, eco-product attributes needed to tag products as "ECO" and benefits for both customers and the environment. We will continue to create and integrate these guides into our global operations in 2019, enabling a strategic focus on offering more environmentally friendly products for our customers. Lowe's Canada is continuing efforts in 2019 to educate consumers on the benefits of ECO products and how to find them in stores and online.

We also offer ENERGY STAR® and WaterSense® products that protect the environment and save customers money through reduced energy and water consumption. Lowe's supports energy efficiency market transformation by partnering with local and regional utility providers to offer more efficient products at discounted prices. In 2018, Lowe's offered \$15.3 million in discounts to customers purchasing energy efficient products with a key focus on ENERGY STAR and WaterSense certified items. We require independent certification of each product to deliver the quality, performance and savings that consumers expect. We host energy efficiency guides and online rebate centers for our customers to help them save money while making more environmentally friendly purchasing decisions. In 2019, we plan to establish a roadmap for evaluating lifecycle impacts of our products by category and continue to build on the success we saw in 2018.

Lowe's received the ENERGY STAR Excellence in Promotion award in 2018 for our efforts to promote ENERGY STAR certified products.





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G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program:

Lowe's dedication to diversity and inclusion grows from the steadfast values of our associates and extends to every corner of our company. We draw upon the strength of collaboration, bringing together many unique individuals in the workplace and community to better meet the needs of our associates and customers. Recruiting, developing and retaining a diverse workforce ensures a welcoming customer experience, enhances partnerships and community involvement and strengthens our business.

Lowe's is committed to fostering an environment where individuals are valued, treated fairly, respected and inspired to serve customers and the community. Marvin Ellison, president and chief executive officer, and Janice Little, our vice president, chief diversity officer, regularly provide direction on diversity and inclusion initiatives. Our vice president, chief diversity officer leads our diversity and inclusion team in developing strategies, policies, partnerships, programs and key performance indicators, and reports these efforts to our board of directors. Lowe's is also a signatory to the CEO Action Pledge for Diversity & Inclusion, and as part of our commitment to an inclusive work environment, we analyzed our workforce profiles in 2018 to strategically focus our efforts going forward.

We focus on diversity and inclusion in three areas:

Business: Aim to provide better and more diverse services and solutions

Talent: Desire a workforce that can best serve to understand our customers' needs and how best to meet them

Culture: Foster an inclusive culture that unleashes the brilliance of our full workforce to bring their talents to support the customer and serve the community

Lowe's remains focused on investing in programs that create value for our customers and our company. In the U.S., we piloted two leadership development programs for women in 2018 in partnership with the Network of Executive Women (NEW) and the Women in Leadership Linkage Institute. Lowe's additionally has initiated regional partnerships with NEW to directly connect women based in field operations through networking and leadership development programs. We also partnered with the Executive Leadership Council (ELC) and piloted multi-day leadership development programs to support high potential African-American talent in the field. Three of Lowe's senior executives, including Marvin Ellison, president and CEO, are members of the ELC. We look forward to leveraging data analytics and executive engagement to further improve on our diversity and inclusion efforts in 2019 and beyond.

Our Vice President, Chief Diversity Officer, Janice Little, was recognized by Black Enterprise as a 2018 Top Executive in Corporate Diversity.



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H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprise such as minority and women owned, small or disadvantaged, disable veterans, etc:

Lowe's does not hold any certifications

I. Describe how supplier differentiates itself from its competitors:

Making a difference in someone's day, every day....The Lowe's community begins with more than 300,000 associates and extends to their families and the communities where we live and work. We have a significant role to play-being a great place to work and investing in community programs that shape homes, communities and lives.

Lowe's Mission Statement

Together, deliver the right home improvement products, with the best service and value, across every channel and community we serve.

Corporate responsibility is a cornerstone of our company and fundamental to our success. Our environmental stewardship programs and community revitalization efforts help us live out our mission to serve the communities around us.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier:

Claims, suits and judgements occur in the normal course of business. Lowe's discloses material legal proceedings in its annual 10K report, the most recent of which may be accessed through the U.S. Securities and Exchange Commission's website at: <https://www.sec.gov/edgar.shtml>

K. Felony Conviction Notice: Indicate if the supplier:

- is a publicly held corporation and this reporting requirement is not applicable;
- is not owned or operated by anyone who has been convicted of a felony;
- or
- is owned or operated by and individual(s) who have been convicted of a felony and provide the names and convictions

Lowe's has been a publicly held company since October 10, 1961. The Company's stock is listed on the New York stock exchange with shares trading under the symbol LOW. For more information, visit www.Lowesforpros.com

L. Describe any debarment or suspension actions taken against supplier:

As of today, Lowe's has not been debarred or suspension against the company.



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A. Describe the full line of products and services offered by supplier:

Lowe’s will be providing a price file for the collective list of high spend/volume products purchased by Omnia Partners, Public Sector members. The price file will be offered on www.Lowesforpros.com and each Omnia Partner member will need to setup an account for the price file to be uploaded for their purchasing needs.

Lowe’s will also offer a walk-in solution for all other products not listed on the price file to accommodate every item you can purchase at our local Lowe’s store. The members will need to scan a bar-coded key fob at the register to obtain a 7% point-of-sale discount to show their purchase is contract compliant.

Omnia Partners, Public Sector	Lowe’s Omnia Partners Contract
Purchase Vehicles	<ul style="list-style-type: none"> All major credit cards accepted along with Lowe’s Accounts Receivable (LAR) PO’s accepted with Tender
Discount	<ul style="list-style-type: none"> Walk in and shop in-store with Contract Savings Card (key fob) to receive a 7% discount at point-of-sale Order on-line utilizing www.Lowesforpros.com. <ul style="list-style-type: none"> Set price file Category discounts up to 20% off eProcurement customers can purchase from Lowe’s utilizing our Lowesforpros catalog. <ul style="list-style-type: none"> Set price file Category discounts up to 20% off
QSP	Lowe’s agrees to allow agencies to request purchases over \$1,500 to be submitted into Lowe’s Volume Savings Program (QSP) to receive deeper discounts
Delivery	<ul style="list-style-type: none"> \$20 Delivery with Lowe’s Accounts Receivable account (LAR) Parcel Ship

Lowe’s stores stock tens of thousands of unique products and have thousands more available by Special Order – offering everything customers need to build, beautify and enjoy their homes including appliances, tools, hardware, paint and building materials. Lowe’s will meet your supply needs.





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Get What you Need, When You Need It

At Lowe's we've learned a lot about business customers since we began in 1946. Our services are designed to help you save time and money and make your agency run smoother.

- Typical Store hours are as follows:
 - Monday – Thursday: 7am – 9pm
 - Friday & Saturday: 7am – 10pm
 - Sunday: 9am – 6pm
- Lowe's will offer a dedicated email support mailbox for Omnia Partners customers at GovernmentSupport@lowes.com.
- A dedicated Omnia Partners Hotline is put in place - Hours 8am – 5pm EST, 1-888-310-7791
- Customer Care Line for Customer Support, closest store location and hours: 1-800-445-6537
- Order on-line and pick up in store, have Lowe's deliver or select parcel shipped to your location

For emergency orders, Lowe's will do everything possible to accommodate the urgency and product needed to take care of the agency needs.

Lowe's has over 1,700 local store locations and 16 distribution centers to assist your purchasing needs. Please see the attached list of Lowe's stores and distribution centers.

Lowe's National Account Managers (3) and Pro Sales Managers (270) are ready and available to assist any Omnia Partner member with their purchasing needs, including connecting them with our Pro Team at each store.

Our National Account Managers provide comprehensive training for our Pro Sales Managers and local stores on the value of the Omnia Partners contract and how to assist Omnia Partner members with their procurement needs.

Lowe's will contact any agency within 24 hours to handle any customer service, invoicing or delivery issues or concerns.

Returns:

We hope you're customer experience is excellent, but if something isn't right, let us know. We want you to be completely satisfied with your purchase from Lowe's.

Some things to know about returning your online purchase:

- If you receive an item you are dissatisfied with, you may return it within 90* days to any Lowe's store or ship it back with the prepaid return shipping label that is included with most shipments. We'll be happy to exchange your item(s) for something new or refund your money, within our current [Returns and Refunds Policy](#) guidelines.
- Please report items that are damaged or missing within three days of delivery.
- Shipping charges are not refundable.



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If you have questions or concerns, please contact a Lowe's customer service representative at 1-800-445-6937 or email us at customercare@lowes.com.

Returns and Refunds Policy:

Lowe's is committed to partnering with you to achieve your procurement goals.

If you're not completely satisfied with your Lowe's purchase, simply return the merchandise to any Lowe's store in the US. Most new, unused merchandise can be refunded or exchanged with proof of purchase within 90 days of the original purchase date. Some exceptions to the standard policy exist. Please see the Policy Exceptions section below.

Returns with valid proof of purchase will be exchanged, refunded in cash, credited to your account or refunded via in-store credit based on the original method of payment unless noted in our Policy Exceptions. Returns made with a gift card or in-store credit will be refunded as in-store credit.

Lost Receipt

In most instances, your receipt can be retrieved by using the original credit card, checking account number, MyLowe's card or by your phone number. For returns without valid receipt, Lowe's, at its discretion, may issue in-store credit for the item's current selling price.

Store Returns

Lowe's requires a valid picture ID (state driver's license, state ID card, or military ID) for returns without a valid receipt. Lowe's uses refund and check verification systems. ID information or phone number may be entered into these systems where authorized by law. All returns are subject to system approvals. Lowe's reserves the right to refuse and limit number of returns permitted without valid receipt.

POLICY EXCEPTIONS

30-Day Returns

The following items must be returned in "like new" condition with the original receipt within 30 days of purchase.

- Major appliances
Refrigerators, washers, dryers, ranges, hoods, dishwashers, some microwaves, etc.
- Outdoor power equipment
Mowers, chain saws, generators, pressure washers, trimmers, blowers, etc.
- Liquid paint
- Highway trailers
Must be returned to a Lowe's store in the original state of purchase with original paperwork including title (if applicable)



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Winter Holiday Items

Returns must be initiated on or before December 26 of the same holiday season.

Products That Use or Are Hazardous Materials or Contain Lithium Batteries

For safety reasons, items that use or contain flammable liquids, gasses or other hazardous materials can't be returned through the mail, even if item has been drained of these materials. Please return such items to your local Lowe's store. Items containing lithium batteries must also be returned to your local Lowe's store.

Gift Cards

Lost or stolen Lowe's Gift Cards can only be replaced for the remaining balance by presenting original receipt. Third party gift cards, including Visa® or MasterCard gift cards, can't be returned or refunded.

Shipping Charges

Original shipping charges incurred on your purchase are not refundable as part of your return or exchange.

Lowe'sForPros.com Returns

Many items purchased on Lowes.com will include a prepaid merchandise return slip with the order. To return or exchange a product using the prepaid merchandise return slip, please complete the following steps.

1. Place the item into a sturdy shipping package.
2. Include ONLY the items for which the prepaid return slip was provided.
3. Include all manufacturer's original packing materials, manuals and accessories.
4. Detach, complete and include the return slip in your shipment.
5. Place the enclosed shipping label on the package.
6. Give the package to your local parcel carrier or drop it off at any carrier location (store, terminal or drop box).

Note: The original shipping charges incurred in your purchase are not refundable as part of your return.

Note: APO/FPO ship-to addresses are not eligible for no-charge pickup.



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Didn't Receive a Prepaid Return Slip With Your LowesForPros.com Order?

Please visit your local Lowe's to make the return.

- Shipped/delivered items that are being returned to a store are subject to the same terms as listed in the return policy above.
- Shipping/delivery charges incurred as part of your online purchase are **non-refundable** when returning or exchanging items.

Shipping/Delivery Errors, Missing Items, Damage Due to Shipping/Delivery?

If you receive an order that arrives damaged, incomplete or is in need of replacement parts, contact Lowe's Customer Care at 1-800-445-6937 or email customercare@lowes.com within three days of receiving the item to report the error or damage.

Manufacturer Defect Returns

Please call Lowe's Service Advantage hotline toll-free at 1-888-77-LOWES (56937) to set up a factory-certified service appointment in your home or for general assistance. If the repair is covered by the manufacturer's warranty, it will be repaired at no cost to you. For repairs not covered under the manufacturer's warranty, repairs may be offered by the technician at the customer's expense.

When placing orders online or in store, Omnia Partner members can select how they want their orders delivered.

Delivery Options:

At Lowe's, we're dedicated to delivering your purchase as quickly and affordably as possible. We offer a variety of delivery and pickup options, so you can choose the shipping method that works for you.

U.S. Delivery Options

During the checkout process, you'll have the opportunity to choose from a variety of pickup and shipping options. The shipping rate and delivery time will vary based on the method you choose. Delivery options include:

Buy Online, Pick Up In Store

Make your purchase online or through our mobile app, and pick it up in a Lowe's store for free. Simply Choose "Store Pickup" as your shipping option when you place an order on LowesForPros.com or on the mobile app. You'll receive an email confirmation and then a follow-up email once your purchase is ready for pickup at your selected Lowe's store.



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Shipping

Shipping orders are shipped directly to your location. Orders received by noon ET on business days (Monday through Friday, excluding holidays) are packed and shipped the same day. Items ordered after noon ET will ship the following business day. All orders will be processed within 24 hours.

We currently offer 3 shipping options:

- **Standard:** Your order is delivered to your shipping address 1 – 3 business days after processing.
- **2 Business Day:** Your order is delivered to your shipping address 2 business days after it has been processed. For orders placed during the weekend, allow 1 business day for processing and 2 business days for delivery.
- **Next Business Day:** Your order is delivered to your shipping address the next business day after it's been processed. For orders placed during the weekend, allow 1 business day for processing and 1 business day for delivery. Items ordered after noon ET won't ship until the following business day.

Lowe's Delivery Trucks

Lowe's has one of the largest fleets of supply and construction delivery vehicles in the business to provide Omnia Partners members with what they need when they need it. With our extended business hours, our delivery fleet runs 7 days a week except major holidays, to ensure we meet the needs of our valuable business customers. Lowe's also offers next day delivery service for in-stock major appliances, when requested by the entity. Entities that choose to order product that are not in-stock (Special Order) the delivery time frame will be adjusted to accommodate for product arrival. Lowe's will make every effort to deliver Special Order products within the entities time frame, however, the local stores will communicate with the entities to schedule acceptable deliveries.

For additional details on delivery, please visit: https://www.lowes.com/cd_Shipping+and+Delivery_378641591_#

Lowe's will not be offering any install services under this contract.



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Training and Support:

The Omnia Partners contract would be managed by the Pro Sales/National Account Managers by Lowe's Home Centers, LLC. All contract compliance, negotiations; order processing, reporting and administrative payments will be handled by corporate personnel at our Mooresville, NC location.

Our Corporate Team, responsible for Pro Sales and Government Sales as well as comprehensive customer and store support, is closely linked to our team in the field and stores to manage the same process. Upon award, a corporate communication through multiple channels would be distributed to all Regional Sales Directors, Market Directors, Field Directors, Pro Sales Managers of Pro Sales and in-store Pro Sales Specialist that would include:

- ✓ Contract terms and conditions
- ✓ Procedure to process incoming orders and execute pre-negotiated pricing for Omnia Partner members
- ✓ A list of all current Omnia Partner members to support proactive marketing of the contract throughout all local markets across the country.
- ✓ Lowe's distribution centers and local stores to ship orders in a timely matter

In addition, Lowe's personnel will be trained to offer the Omnia Partner contract to eligible agencies that are not currently members of Omnia Partners, that may benefit from this type of acquisition vehicle. It is understood that Omnia Partner personnel will be available to Lowe's representatives to help explain the membership process to prospective members.

Lowe's will support Omnia Partner members through multiple avenues to meet their procurement needs. The following outlines Lowe's national support team.

Government Sales Team:

Rochelle Komlosi -- Director of National Accounts
Lisa Minton -- Contract Compliance Manager
Will Craig -- National Account Manager (West)
Michelle Halverson -- National Account Manager (South)
Colleen Weaver -- National Account Manager (North)

Lowe's has over 250 Pro Sales Managers to help service this contract in our local store areas.

<https://www.lowespbm.com/LowesCBC/DCASPortal/AEPLookup.aspx>

Order related issues can be resolved by directly contacting one of our local stores. Typical store hours are as follows:

- Monday – Thursday: 7am – 9pm
- Friday & Saturday: 7am – 10pm
- Sunday: 9am – 6pm
- Lowe's store locations are close on Thanksgiving Day and Christmas Day

As an added value in-store Translation Services

The Lowe's Language Line phone service provides high-quality, live translation of more than 140 languages.



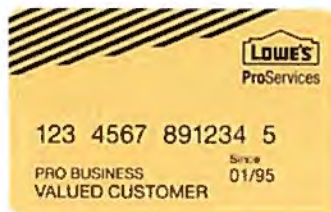
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Lowe's Credit Platforms:

Lowe's is committed to offering Omnia Partners, Public Sector members the easiest, most convenient business credit program anywhere. Our business credit offers easy-to read itemized billing, secure online account management, customized account setup, employee spending control and a dedicated account representative.

1. Lowe's offers 3 types of business credit programs for our Pro business customers: Lowe's Account Receivable (LAR), Lowe's Business Accounts (LBA), and Lowe's Business Rewards Card (LBR) by American Express. These programs are private label credit programs for Lowe's. The terms and conditions are pre-established and will be between the Omnia Partners, Public Sector members who choose to open an account with either Synchrony Bank or American Express. Please visit <https://www.lowesforpros.com//business-credit-center.html> to learn more about the credit programs.

Lowe's Business Account



Lowe's Accounts Receivable



Lowe's Business Rewards Card From American Express



The following are high level exclusive features and benefits of each of the three business credit programs:

1. **Lowe's Accounts Receivable (LAR)**
 - ✓ No Annual Fee
 - ✓ Pay in full each month
 - ✓ Discounted delivery on Lowe's Pro Sales purchases
 - ✓ Manage your account online
 - ✓ Finance charges are not applied to government entities accounts
 - ✓ Please visit <https://www.lowesforpros.com//lowes-accounts-receivable.html> to learn more
2. **Lowe's Business Account (LBA)**
 - ✓ No Annual Fee
 - ✓ Low monthly payments
 - ✓ Manage your account online
 - ✓ Please visit <https://www.lowesforpros.com//lowes-business-account.html> to learn more
3. **Lowe's Business Rewards Card (LBR)**
 - ✓ No Annual Fee
 - ✓ Earn points for purchases at Lowe's and everywhere American Express is accepted
 - ✓ Manager your account online
 - ✓ Please visit <https://www.lowesforpros.com//business-credit-center.html> to learn more



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Lowe's eProcurement

CONNECT WITH LOWE'S TODAY

Whether you have an eProcurement or an Enterprise Resource Planning (ERP) system, our team will partner with you to help achieve your cost reduction and order efficiency goals. We can connect your system to one or more of our integrated solutions, while managing an on-boarding process to help meet your go-live date as well as drive user adoption. Lowe's completes all integrations utilizing the latest technology:



Catalog
cXML, PunchOut



Purchase Orders
cXML, EDI 850, Flat File, Email



Invoices
cXML, 810, CSV, TXT



Communication Methods
Value Added Network (VAN), AS2, FTP, HTTPS

WHY LOWE'S?



Expanded Online Catalog
Get access to over 500,000 SKUs online



Purchase History
View order status including past orders



Custom Catalog
Assign specific products based on unique factors to individual users on PunchOut



Orders & Fulfillment
Choose from truck delivery, free standard parcel shipping or buy online and pick up in store



Government & State Contracts
Specific contract details and pricing are always displayed



Support
A dedicated eProcurement sales team member will assist you every step of the way

SUPPORTED PLATFORMS

These are just some of Lowe's supported platforms. Contact the eProcurement team to find out if your platform is supported



To learn more about Lowe's eProcurement solutions, please contact us at eProSupport@lowes.com



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B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas:

Lowe's has over 1,700 stores nationwide to pickup materials, have Lowe's deliver or have parcel shipped.

Each agency will need to register with Omnia Partners at: <https://www.omniapartners.com/publicsector> to become a member and utilize the contract at any Lowe's store in the U.S.

Every Lowe's location will be able to scan the barcoded key fob to receive a 7% discount at point of sale. The agency must order key fobs at: <https://www.lowesforpros.com/l/government-buyer-solutions.html>

Any agency utilizing the catalog price file online, needs to set up an account on www.Lowesforpros.com or if they have an existing account, they will need to email GovernmentSupport@Lowe.com to have the file linked for their purchasing needs. They will also receive the discount structure.

Lowe's eProcurement – The agency will need to email eProSupport@lowes.com to set up their account and link the catalog price file and discount structure.

Lowe's and Omnia Partners, Public Sector will partner together to actively market the awarded contract so all eligible agency will be aware and can take advantage of the contract.

C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement:

Audit/Compliance:

Lowe's will review catalog pricing every year to assure it is compliant. However, if market conditions or tariff increases, etc., are imposed on Lowe's then Lowe's will review catalog pricing earlier to see if any increases are necessary to the catalog price file. Omnia Partners and Region 4 will be notified of any changes before they will take affect.

If a member is using the walk-in solution, they will not be presenting Lowe's an invoice at time of purchase. They will pick out the items requested and check out at the register and will receive their 7% discount to make their purchase contract compliant.

Each month, Lowe's will submit reporting to Omnia Partners, Public Sector to review the agencies making purchases on the contract.



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How agency will receive contract pricing:

Lowe's offers Omnia Partner members everyday discounts to save your agency time and money. As a participating member of Omnia Partners, Public Sector, our exclusive program offers walk-in and/or on-line procurement solutions.

Dedicated ProServices Sales Specialist and National Account Managers to help you get the right products for every project.

Item number 155670 will show on the invoice when the contract savings card is scanned at time of purchase to show you received the discount per the awarded contract.

Walk-In Benefits:

- Receive a 7% discount at time of purchase on 40,000+ stock products plus special order items at any one of our 1,700+ store locations nationwide when presenting your Lowe's Omnia Partners contract savings card.

On-Line Benefits:

- Receive up to 20% discount when you place your order online through your registered account on www.lowesforpros.com
 - Set price file
 - Category discounts up to 20% off

eProcurement Benefits:

- eProcurement customers can purchase from Lowe's utilizing our Lowesforpros.com catalog.
 - Set price file
 - Category discounts up to 20% off

How To Purchase – Walk-in:

- Lowe's walk-in procurement solution was created as a fast, convenient way for customers to use our Omnia Partners contract. Omnia Partners contract savings cards will need to be ordered and received prior to making purchases at <https://www.lowesforpros.com//government-buyer-solutions.html>
- Customers can check out through any cashier attending register in the store. Cashiers – scan the Customer's Government Contract Savings card and receive a 7 % discount at time of tender from Lowe's everyday low price.
- The Government Contract Savings card works with any tender type.
- Government Contract Savings card usage is tied to contract compliance and must be scanned with each contract transaction



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• **How To Purchase – eProcurement:**

- Customers will place their order by logging into their www.lowesforpros.com eProcurement account
- Customer will need to email eProSupport@lowes.com to have the price file and category discount linked for their purchasing needs.
- Orders will be fulfilled by the local stores or fulfillment distribution centers
- Customer will choose their delivery options: Pickup in store, Parcel Ship or Lowe's Delivery Truck

• **How To Purchase – On-line:**

- Customers will place their order by logging into their www.lowesforpros.com account
- Customer will need to email GovernmentSupport@Lowes.com to have the price file and category discount linked for their purchasing needs.
- Orders will be fulfilled by the local stores or fulfillment distribution centers
- Customer will choose their delivery options: Pickup in store, Parcel Ship or Lowe's Delivery Truck

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user:

- Lowe's will use their Lowe's delivery teams to deliver the product.
- UPS or FEDEX will be used for parcel shipped items.
- Lowe's logistics partners will use their delivery teams to deliver the product.

E. Provide the number, size and location of Supplier's distribution facilities, warehouse and retail network as applicable:

Lowe's has over 1,700 stores location in the United States to serve our customer needs. Agencies are able to view Lowe's retail stores/storefront locations by visiting the following website:

<https://www.lowes.com/store/>

Lowe's Regional office are located at:

Name	Address	City	State/#	Postal Code	Phone	Fax
REGION 01, RICHMOND, VA	4951 LAKE BROOK DRIVE, SUITE 375	GLEN ALLEN	VA	23060	(804)747-4790	(804)747-1920
REGION 02, CHARLOTTE, NC	1000 LOWE'S BOULEVARD - ITSC 02	MOORESVILLE	NC	28117	(704)758-0355	(704)757-0964
REGION 03, ATLANTA, GA	400 GALLERIA PKWY SUITE 1720	ATLANTA	GA	30339	(770)916-7700	(770)916-7725
REGION 04, INDIANAPOLIS, IN	6620 NETWORK WAY	INDIANAPOLIS	IN	46278	(317)569-1959	(317)569-8482
REGION 05, DALLAS, TX	5700 GRANIT PARWAY II, STE 840	PLANO	TX	75024	(972)963-4100	(972)963-4122
REGION 06, NASHVILLE, TN	310 BILLINGSLEY COURT STE 200	FRANKLIN	TN	37067	(615)771-5339	(615)771-5351
REGION 07, PHILADELPHIA, PA	401 PLYMOUTH ROAD, SUITE 300	PLYMOUTH MEETING	PA	19462	(610)772-9200	(610)772-9226
REGION 08, IRVINE, CA	2603 MAIN STREET SUITE #700	IRVINE	CA	92614	(949)819-9000	(949)819-9025
REGION 12, ST. LOUIS, MO	14755 N. OUTER 40 DR - SUITE 120	CHESTERFIELD	MO	63017	(636)299-9020	(636)299-9030
REGION 14, RENTON, WA	900 SW 16TH STREET, SUITE 300	RENTON	WA	98057	(425)757-5550	(425)757-5551
REGION 15, HOUSTON, TX	1575 SAWDUST ROAD STE 100	THE WOODLANDS	TX	77380	(281)465-4711	(281)465-4906
REGION 18, BOSTON, MA	293 BOSTON POST ROAD SUITE 510	MARLBOROUGH	MA	01752	(508)305-8340	(508)305-4792
REGION 21, PITTSBURGH, PA	2100 GEORGETOWN DR, STE 200	SEWICKLEY	PA	15143	(724)934-6560	(724)934-6585
REGION 24, TORONTO, ON	5160 YONGE ST, STE 200, POB 25	NORTH YORK	ON	M2N 6L9	(416)730-7300	(416)730-7374
REGION 27, TAMPA, FL	17427 BRIDGE HILL CT ST B	TAMPA	FL	33647	(813)392-4070	(813)392-4071
REGION 30, NEW YORK, NY	1301 ROUTE 36	HAZLET	NJ	07730		



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Regional Distribution Centers (RDC) Network are located at:

Location Number	Name	Address	City	State/Pr	Postal Code	Phone	Fax
955	LOWE'S TEXAS RDC	955 LOWE'S LANE	MOUNT VERNON	TX	75457	(903)537-7500	(903)537-7446
960	LOWE'S NORTH CAROLINA RDC	711 TOMLIN MILL RD.	STATESVILLE	NC	28625	(704)876-8500	(704)876-3151
961	LOWE'S PENNSYLVANIA RDC	1201 KEYSTONE BLVD	MINERSVILLE	PA	17954	(570)544-1600	(570)544-9860
962	LOWE'S VALDOSTA, GA RDC	1550 COMMERCE DRIVE	VALDOSTA	GA	31601	(229)293-1500	(229)242-2873
965	LOWE'S WYOMING RDC	2723 CHRISTENSEN ROAD	CHEYENNE	WY	82007	(307)637-0700	(307)632-9830
966	LOWE'S CALIF. RDC	3984 INDIAN AVENUE	PERRIS	CA	92571	(951)443-2500	(951)940-1981
990	LOWE'S OHIO RDC	12700 COUNTY ROAD 212	FINDLAY	OH	45840	(419)429-5700	(419)420-7367
992	LOWE'S INDIANA RDC	1301 WEST JFK DRIVE	NORTH VERNON	IN	47265	(812)346-9400	(812)346-1985
1419	LOWE'S POINCIANA, FL RDC	2651 HAM BROWN ROAD	KISSIMMEE	FL	34746-3425	(407)452-1000	(407)452-1092
1420	LOWE'S MID-ATLANTIC RDC	620 LOWE'S BLVD	GARYSBURG	NC	27831	(252)519-2400	(252)537-7612
1421	LOWE'S PLAINFIELD, CT RDC	1421 LOWE'S WAY	PLAINFIELD	CT	06374	(860)317-4000	(860)317-4001
1436	LOWE'S LEBANON, OR RDC	1001 REEVES PARKWAY	LEBANON	OR	97355	(541)258-0221	(541)258-0222
1440	LOWE'S ROCKFORD, IL RDC	2801 SOUTH SPRINGFIELD AVENUE	ROCKFORD	IL	61102	(815)721-8260	(815)721-8261
1449	LOWE'S PITTSBURGH, PA RDC	200 CENTER POINT BLVD	PITTSBURGH	PA	15201	(724)439-6100	(724)439-6185
1457	LOWE'S NORTHERN GA RDC	255 PROSPERITY WAY, NE	ADAIRSVILLE	GA	30103	(706)728-9040	(706)728-9064
3311	LOWE'S OF NASHVILLE, TN DFC	2782 YORK ROAD	PLEASANT VIEW	TN	37146	(629)208-1100	(629)000-0000



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Section 3.2 Distribution, Logistics



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

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.**
 - o Lowe's will notify all store leaders, stores associates, field sales teams, executive leadership, and National Account Managers of the awarded contract.
 - o Lowe's and Omnia Partners, Public Sector marketing teams to send out an email blast announcing the awarded contract.

Go To Market Strategy

Print:	Web:	Networking:
<ul style="list-style-type: none"> Co-Branded Direct Mail Customer Handouts Advertisements in Print Publications Contract Savings Cards 	<ul style="list-style-type: none"> Dedicated Omnia Partners, Public Sector Lowe's web portal Summary of Contract Benefits Links to Omnia Partners, Public Sector website Lovesforpros.com by E-Pro 	<ul style="list-style-type: none"> Customer <u>OnSite</u> Meetings Dedicated Customer Support Lines Onboarding Support Tradeshows – NIGP, NAEP, and regional tradeshows

Lowe's Sales Strategy

<u>Lowe's PSMs</u>	<u>Government Sales Team</u>	<u>Lowe's Stores</u>
<ul style="list-style-type: none"> All PSMs will manage some Omnia Partners, accounts 	<ul style="list-style-type: none"> In collaboration with PSMs and marketing will support Omnia Partners, Public Sector customers Lowe's will use marketing team to market to Omnia Partners, Public Sector members to utilize the Lowe's contract. 	<ul style="list-style-type: none"> Training classes, playbook and videos will be developed to train our stores to facilitate Omnia Partners, Public Sector transactions whether online or in store



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- ii. **Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with OMNIA Partners, Public Sector team within first 90 days.**
 - o Lowe's will manage the contract by utilizing the Pro Sales/National Account Managers.
 - o All contract compliance, negotiation; order processing, reporting and administrative payments will be handled by corporate personnel out of the Mooresville, NC location.
 - o Upon award, a corporate communication through multiple channels would be distributed to all field team associates that would include:
 - o Contract terms and conditions
 - o Procedure to process incoming orders and execute pre-negotiated pricing for OMNIA Partners, Public Sector members pricing files.
 - o A list of all current OMNIA Partners, Public Sector members to support proactive marketing of the contract throughout all local markets across the country.
 - o Lowe's associates will be advised to offer OMNIA Partners, Public Sector contract to eligible state and local government agencies that are not currently members.
 - o OMNIA Partners, Public Sector representatives will be available for Lowe's associates to help explain the membership process to prospective members.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but to limited to:

- **Creation and distribution of a co-branded press release to trade publications**
 - o Yes
- **Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days**
 - o Yes, Lowe's should have this done within the first 30 days
- **Design, publication and distribution of co-branded marketing materials within 90 days**
 - o Yes, Lowe's will update our marketing flyers and collateral
- **Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional, (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement.**
 - o Yes, Lowe's will be attending NIGP, NAEP and regional shows
 - o Lowe's will be meeting the Omnia marketing and Partner Development Director bi-weekly
- **Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector**
 - o Yes, Lowe's will attending the NIGP Annual Forum
- **Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement**
 - o Yes, Lowe's will work with OMNIA marketing team on publications



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- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - Yes
- Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:
 - Omnia Partners, Public Sector standard logo;
 - Copy of Request of Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Product and pricing;
 - Marketing Materials;
 - Electronic link to OMNIA Partners, Public Sector's website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners, Public Sector
 - The Omnia Partners logo
 - Marketing Materials
 - Summary of Product and Pricing
 - Dedicated toll-free number and email address
 - 1-888-310-7791 www.GovernmentSupport@Lowe.com
 - Link to register on the OMNIA Partners, Public Sector website to become a member
 - Link for agency to review the RFP and Master Agreement to review on the OMNIA website

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

- Lowe's will "grandfather" any agencies using the existing contract (National IPA/Region 4) to the newly award contract with OMNIA Partners. The contract savings card will not expire, instead we would change the expiration date to the expiration date of the awarded contract.
- Lowe's holds two other cooperative contracts: NASPO Valuepoint and E&I Cooperative Services
 - Lowe's will offer the OMNIA Partners, Public Sector as our lead cooperative contract to state and local agencies.

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

- Lowe's proprietary, indicia, trademarks, service marks, or trade names (collectively "Marks") are owned by LF, LLC, a Delaware limited liability company and an affiliate of Lowe's. In order to use such Marks, Resource Centers will enter into a separate Licensing Agreement with LF, LLC.
- Lowe's will complete any such agreement to use the OMNIA Partners, Public Sector logo and will only be used after their marketing team has reviewed.



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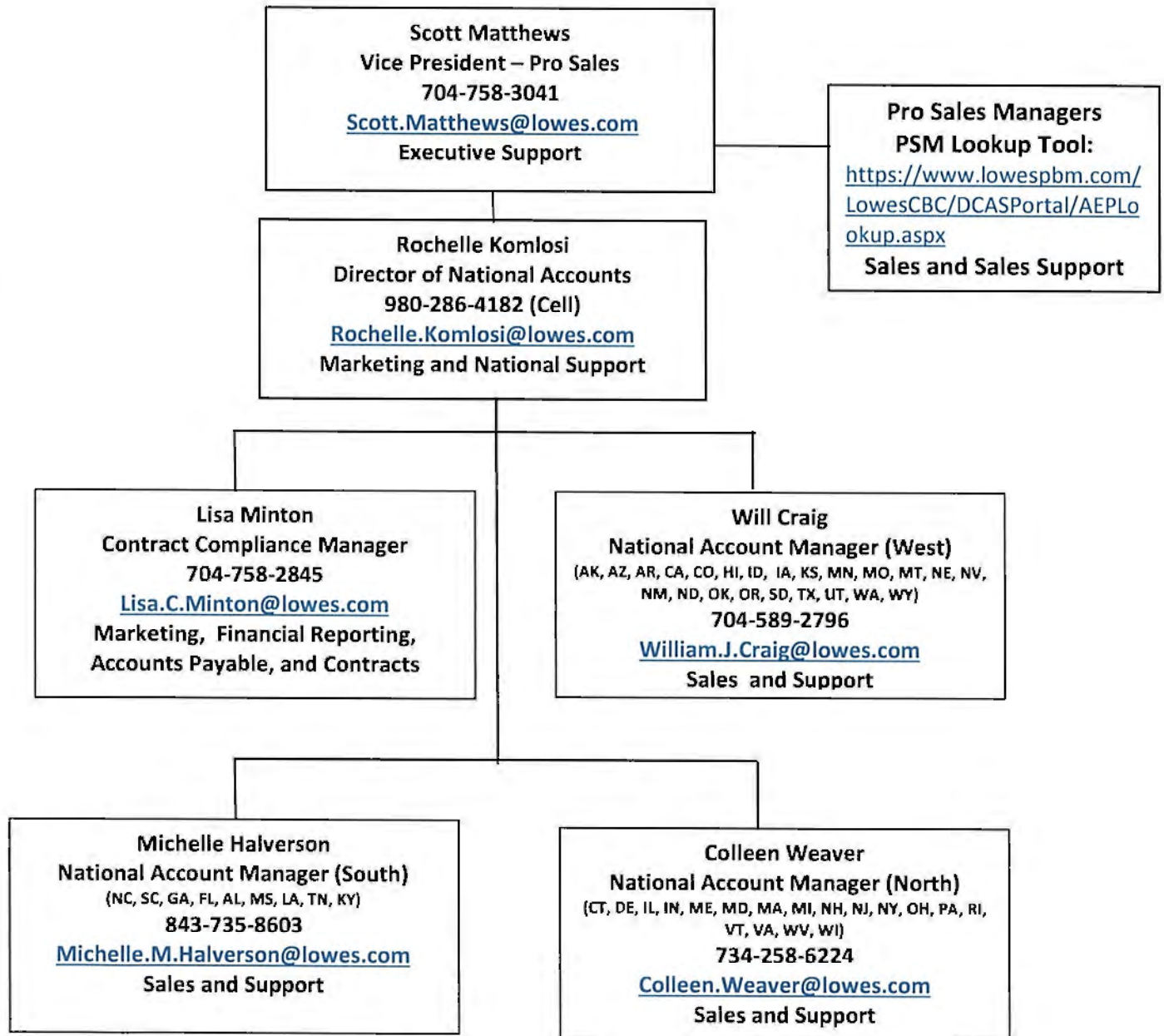
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales Materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:**
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency**
 - ii. Best government pricing**
 - iii. No cost to participate**
 - iv. Non-exclusive**
 - Lowe's will follow up within 24 hours of any leads from OMNIA Partners, Public Sector, hotline or email.
 - OMNIA Partners, Public Sector logo will be used on all marketing materials
 - Lowe's will incorporate the above into our marketing materials.
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:**
- **Key features of Master Agreement**
 - **Working knowledge of the solicitation process**
 - **Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector**
 - **Knowledge of benefits of the use of cooperative contracts.**
 - Lowe's will train all National Account Managers on the awarded contract as outlined above
 - The National Account Managers will provide comprehensive and ongoing training to the Pro Sales Managers in the field
 - The Pro Sales Managers will assist the National Account Managers in ongoing training of our Lowe's store associates



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G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts





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- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team:
 - Please refer to the organization chart in section G above.
- I. Explain in detail how the sales teams will work with OMNIA Partners, Public Sector team to implement, grow and service the national program:
 - The National Accounts Director and National Account Managers will work closely with the OMNIA Partner, Public Sector Regional Managers to partner in promoting the awarded contract.
 - Schedule joint sales calls with key prospects when possible.
- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.:
 - Lowe's National Account Director and the Compliance Manager will work closely with the Partner Development Director and Marketing team to market the awarded contract.
 - Participating Public Agency account set-up will be managed as we receive the request within 3 days
 - The Compliance Manager will manage all contract administration requirements per the Master Agreement.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions:
 - Lowe's on-line Lowesforpros.com and eProcurement platforms will accept any payment tender such as: P-Cards and Lowe's Accounts Receivable (LAR)
- L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial years of the Master Agreement ("Guaranteed Contract Sales").

- \$ _____
- \$ _____
- \$ _____

To the extent Supplier guarantees minimum Contract Sales, the administrative fee shall be calculated based on the greater of the actual Contract Sales and Guaranteed Contract Sales.

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



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- iv. **If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.**
 - Lowe's will always respond with Master Agreement pricing; however, if any other pricing is used, all sales will be reported as contract sales to OMNIA Partners, Public Sector each month.

EXHIBIT G
NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners, Public Sector's ability to promote the Master Agreement in the State of New Jersey.

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

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

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

DOC #1

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

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

Company Name: Lowe's Home Centers, LLC

Street: 1000 Lowe's Blvd

City, State, Zip Code: Mooresville, NC 28115

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 Scott Matthews, an authorized representative of Lowe's Companies, 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.)

Name	Address	Interest
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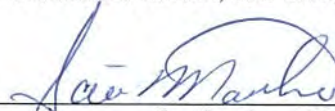
None

Lowe's Home Centers, LLC is a fully owned subsidiary of Lowe's Companies, Inc. ("Lowe's"), a publicly traded company. Lowe's discloses the beneficial ownership of its common stock in its annual Definitive Proxy Statement (Schedule 14A), the most recent of which may be accessed through the U.S. Securities and Exchange Commission's website at <http://www.sec.gov/edgar.shtml>.

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

December 2, 2019

Date



Authorized Signature and Title

Scott Matthews - VP Pro Sales

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Lowe's Home Center's, LLC

Street: 1000 Lowe's Blvd

City, State, Zip Code: Mooresville, NC 28115

State of North Carolina

County of Iredell

I, Scott Matthews of
the _____ Mooresville
Name City

in the County of Iredell, State of North Carolina

of full age, being duly sworn according to law on my oath depose and say that:

I am the VP Pro Sales of the firm of Lowe's Home Centers, LLC
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

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

Lowe's Home Centers, LLC
Company Name

Scott Matthews VP Pro Sales
Authorized Signature & Title

Subscribed and sworn before me

this 2 day of December, 2019

Lisa Call Minton
Notary Public of North Carolina
My commission expires July 9, 2020



DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Lowe's Home Center's LLC
Street: 1000 Lowe's Blvd
City, State, Zip Code: Mooresville, NC 28115

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

- X 2. A photo copy of their Certificate of Employee Information Report

OR


- 3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed X

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

December 2, 2019
Date


Authorized Signature and Title
Scott Matthews, VP Pro Sales



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

Certification 29082

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-JUL-2019~~ to ~~15-JUL-2022~~

LOWE'S HOME CENTERS, LLC
1000 LOWES BLVD. A3ECS
MOORESVILLE NC 28117



ELIZABETH MAHER MUOIO
State Treasurer

DOC #3, continued

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

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

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

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

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

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

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

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these

regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

A handwritten signature in blue ink, appearing to read "Scott Matthews", is written over a horizontal line.

Signature of Procurement Agent

Scott Matthews

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Contractor Instructions**

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

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

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

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

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

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

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

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

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

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

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

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

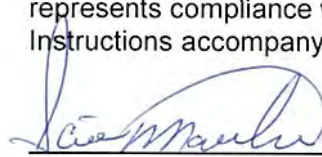
Required Pursuant to N.J.S.A. 19:44A-20.26

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

Part I – Vendor Information

Vendor Name:	Lowe's Home Centers, LLC		
Address:	1000 Lowe's Blvd		
City:	Mooreville	State:	NC
		Zip:	28115

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


Signature

Scott Matthews
Printed Name

VP Pro Sales
Title

Part II – Contribution Disclosure

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

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$

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

DOC #4, continued

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

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

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Lowe's Home Centers, LLC

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

OR

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

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

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

Stockholders: *See attached language

Name: <u>Lowe's Companies Inc</u>	Name:
Home Address: <u>1000 Lowe's Blvd Mooresville NC 28117</u>	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 2 day of December, 2019

(Notary Public) Lisa Call Minton

My Commission expires: 7-19-2020

Scott Matthews
(Affiant)

Scott Matthews VP Pro Sales
(Print name & title of affiant)

(Corporate Seal)





1605 Curtis Bridge Rd.
Mail Code: A3ECS
Wilkesboro, NC 28697
Phone: 888-310-7791

Stockholder Disclosure Certification

Lowe's Home Centers, LLC is a fully owned subsidiary of Lowe's Companies, Inc. ("Lowe's"), a publicly traded company. Lowe's discloses the beneficial ownership of its common stock in its annual Definitive Proxy Statement (Schedule 14A), the most recent of which may be accessed through the U.S. Securities and Exchange Commission's website at <http://www.sec.gov/edgar.shtml>.

DOC #7

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

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

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: LOWE'S HOME CENTERS, LLC
Trade Name:
Address: 1000 LOWES BLVD
MOORESVILLE, NC 28117-8520
Certificate Number: 1851711
Effective Date: February 10, 2014
Date of Issuance: November 19, 2019

For Office Use Only:
20191119173106133

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

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

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

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____

Bidder/Offeror: Lowe's Home Centers, LLC**PART 1: CERTIFICATION****BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.****FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. **I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

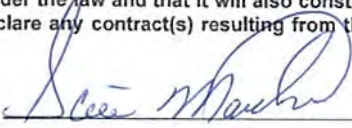
EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Scott MatthewsSignature: Title: VP Pro Sales

Date: _____

December 2, 2019

EXHIBIT H

ADVERTISING COMPLIANCE REQUIREMENT

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

Nationwide:

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

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

Certain Public Agencies and Political Subdivisions:

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

BAKER CITY GOLF COURSE, OR
 CITY OF ADAIR VILLAGE, OR
 CITY OF ASHLAND, OR
 CITY OF AUMSVILLE, OR
 CITY OF AURORA, OR
 CITY OF BAKER, OR
 CITY OF BATON ROUGE, LA
 CITY OF BEAVERTON, OR
 CITY OF BEND, OR
 CITY OF BOARDMAN, OR
 CITY OF BONANAZA, OR
 CITY OF BOSSIER CITY, LA
 CITY OF BROOKINGS, OR
 CITY OF BURNS, OR
 CITY OF CANBY, OR
 CITY OF CANYONVILLE, OR
 CITY OF CLATSKANIE, OR
 CITY OF COBURG, OR
 CITY OF CONDON, OR
 CITY OF COQUILLE, OR
 CITY OF CORVALLI, OR
 CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
 CITY OF COTTAGE GROVE, OR
 CITY OF DONALD, OR
 CITY OF EUGENE, OR

CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT

BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT

GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT

CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT

SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR

JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT

COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

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

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA

BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR

CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR

CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR

FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR

HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR

JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR

LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR

MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKE CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPIHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR

NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR

PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR

REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR

SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR

SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR

UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR

WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WYEAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

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

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

BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT

OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY

GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION

OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 20

County of Boone

15th

day of September

20 20

In the County Commission of said county, on the

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number Two for NASPO Cloud Solutions. Agreement CT170457009 dated 16th of July 2020 between Boone County and Carahsoft Technology.

Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Two.

Done this 15th day of September 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



613 E. Ash, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M. *LP*
DATE: September 08, 2020
RE: Amendment #2 to Contract CT170457009 – NASPO Cloud Solutions

Contract CT170457009 for NASPO Cloud Solutions that was awarded July 16, 2020 (Commission Order 317-2020) is being amended to add 120 hours for additional tailored implementation development of the CARES tracking portal.

All other terms, conditions and prices of the original agreement as amended previously remain unchanged.

Payments will be made from Department 2982 – CARES Act/Account 70100 – Software Subscriptions for \$19,260.00.

/lp

cc: Contract File

**CONTRACT AMENDMENT NUMBER TWO
FOR
NASPO CLOUD SOLUTIONS**

The Agreement **CT170457009** dated the 16th day of July 2020 made by and between Boone County, Missouri and **Carahsoft Technology** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. The number of hours of ServiceNow Implementation - Tailored - T&M is changed from 40 to 160, i.e., 120 hours are **ADDED** at the firm, fixed price of \$160.50 per hour as quoted the attached Project Change Order #090120 and Government Price Quotation # 23485005 dated 8/26/20 as attached in Attachment One to this Amendment, and incorporated into the contract by this reference.

All other terms, conditions, and pricing of the original contract as amended by previous amendment shall remain the same and apply hereto.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

CARASOFT TECHNOLOGY

BOONE COUNTY, MISSOURI

By: DocuSigned by:
Jessica Robertson
1A994AA9E11F42C...

Title: Director

By: Boone County Commission

DocuSigned by:
Daniel K. Atwill
Residing Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
[Signature]
County Clerk

DocuSigned by:
Brianna L. Lennon
County Clerk

AUDITOR CERTIFICATION: In accordance with §RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

2982/70100: \$19,260.00

DocuSigned by:
June E Pitchford by JF 9/8/2020

Signature Date Appropriation Account

Professional Services

carahsoft

Project Change Order

Contract Information

Customer: Boone County
Project Name: Scope of Work Boone County Customer Service Management (CSM)
PO Number: 20059485
Contract Date: July 20, 2020
Carahsoft Ref: 22799124

Change Order Information

EU Contact Name: Dan Atwill
Request Date: August 14, 2020
Est Start Date: August 16, 2020
Change Order #: 090120
Change Order Name: Additional Hours
Carahsoft Quote #: 23485005

This Change Order ("Change Order"), effective as of the last signature date noted below ("Effective Date"), is made by Carahsoft Technology ("Carahsoft") and the customer entity set forth herein ("Customer") pursuant to the referenced project ("Contract"). In the event of any inconsistency or conflict between the project and this Task Order, the terms of this Task Order shall control with respect to the services set forth herein ("Services" or "Contract"). Capitalized terms are defined in the SOW if they are not defined herein. The terms of the SOW control this Change Order.

FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES, EACH ACTING UNDER DUE AND PROPER AUTHORITY, EXECUTE THIS Task Order AS OF THE EFFECTIVE DATE.

Boone County	Carahsoft Technology
Signature: <small>DocuSigned by:</small> <i>Daniel K. Atwill</i>	Signature: <small>DocuSigned by:</small> <i>Jessica Robertson</i>
Name: (print name) BA4B934CED6E4EB...	Name: (print name) JAS901AA9E11F42C... Jessica Robertson
Title: Presiding Commissioner	Title: Director
Date: 9/15/2020	Date:

This Change Order is made pursuant to the SOW issued by Carahsoft to provide Pharicode Services to Boone County. The following item(s) are hereby modified as follows:

1. Scope of Task

One Developer to support development and deployment of Boone County's ServiceNow CSM solution to manage CARES Act Funds.

2. Fees Table

Based on the current knowledge of Customer's requirements, the details shown in the Contract have changed as follows:

Consultant Role	Contract Hours	Rate (per hour)	Purchase Order Reference Total
Developer	120	\$160.50	\$19,260.00
<i>Total (USD)</i>			\$19,260.00

*Note: Hours are based upon resource availability and not based upon task list.



CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Melinda Bobbitt
 CPPPO, CPPB Director of Purchasing
 Boone County
 613 E. Ash
 Room 110
 Columbia, MO 65201

FROM: Ryan Maloney
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: mbobbitt@boonecountymmo.org

EMAIL: Ryan.Maloney@carahsoft.com

PHONE: (573) 886-4391

PHONE: (571) 662-4293

FAX: (703) 871-8505

TERMS: Contract Number: CT170457009
 NASPO Master Contract Number: AR2472
 Contract Term: 04/21/2018-09/10/2026
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 23485005
QUOTE DATE: 08/26/2020
QUOTE EXPIRES: 09/25/2020
RFQ NO:
SHIPPING: GROUND
TOTAL PRICE: \$19,260.00

TOTAL QUOTE: \$19,260.00

LINE NO.	PART NO.	DESCRIPTION	RATE PER MONTH	NO. MONTHS	QTY	EXTENDED PRICE
		DUE AT SIGNING				
1	4112-2-427	ServiceNow« Implementation - Tailored - T&M ***ANNUAL*** Consultant: Developer Hours: 120 ServiceNow - SVCTSOWTAILIMP	RATE: \$160.50	OM	120	\$19,260.00
		SUBTOTAL:				\$19,260.00
					TOTAL PRICE:	\$19,260.00
					TOTAL QUOTE:	\$19,260.00

Carahsoft NASPO Master Contract Number AR2472

ServiceNow reserves the right to suspend access to End Customer's instances should Carahsoft's account fall more than forty-five (45) days past due until all accounts are paid in full.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

September Session of the July Adjourned

Term. 20 20

15th

day of September

20 20

In the County Commission of said county, on the

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the 13th Judicial Circuit Court for Budget Amendment Funds for Juvenile Detention Alternatives Initiative (JDAI) Program.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	3451	Judicial Grants	State Reimbursement		450
1243	37210	Judicial Grants	Training /Schools		450
					900

Done this 15th day of September 2020.

ATTEST:

Brianna L. Lennon
 Brianna L. Lennon
 Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
 Fred J. Parry
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner



State of Missouri
Office of State Courts Administrator
Administrative Services Division

Issue Date	August 10, 2020	Award Amount
Contract Period		
8/10/2020 to 10/15/2020		\$ 449.90

Juvenile Detention Alternatives Initiative - JDAI

OSCA has received approval through the Annie E. Casey Foundation for Juvenile Detention Alternatives. A maximum of \$500 is available to each JDAI site for expenses not covered by Title II, county funds or additional JDAI awards. Funding is available to develop plans for the time period of February 15 - October 15, 2020, to address expenses for site travel, training and meal expenses for collaboration meetings. Proposals may include expenses for personnel to visit Missouri demonstrations sites and expenses for internal training focused on the model strategies. This plan may also include expenses for supplies, minor equipment or contractual services.

Contract Number	<input checked="" type="checkbox"/> Original Contract
OSCA 20-00880-06	<input type="checkbox"/> Contract Amendment

Court/Recipient Information:	Project Director:	OSCA Program Contact
The Honorable Kevin Crane Presiding Judge Thirteenth Judicial Circuit 705 East Walnut Street Columbia, MO 65201	Tara Eppy Superintendent Robert Perry Juvenile Justice Center 5565 Roger I. Wilson Memorial Drive Columbia, MO 65202	Courtney Pulley 573-522-4674
		OSCA Fiscal Contact
		Shelly Peters 573-522-2751

Special Conditions of this award are attached. There are no special conditions of this award. Original RFP requirements only.

Funding approved for life skills classes.

Funding requested: \$449.90 Funding approved: \$449.90

Please Sign, Date and Return by e-mail or mail to:

Office of State Courts Administrator
osca.contracts@courts.mo.gov
Attn: Contracts Unit
P.O. Box 104480
Jefferson City, MO 65110 - 4480

In witness thereof, the parties below hereby execute this agreement.

Appointing Authority Signature		OSCA Signature	
<i>Mary Eppy</i>		<i>Earl Kraus</i>	
Printed Name	Date	Printed Name	Title
Mary Eppy	8/11/20	Earl Kraus	Deputy State Courts Administrator
Presiding Judge Signature		Date	
<i>Kevin Crane</i>		8/10/2020	
Printed Name	Date		
Kevin Crane	8/11/20		



SUPREME COURT OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR

KATHY S. LLOYD
STATE COURTS
ADMINISTRATOR

2112 Industrial Drive
P.O. Box 104480
Jefferson City, Missouri
65110

PHONE (573) 751-4377
FAX (573) 522-6152

August 10, 2020

The Honorable Kevin Crane
Presiding Judge
Thirteenth Judicial Circuit
705 East Walnut Street
Columbia, Missouri 65207

Dear Judge Crane:

On behalf of the Annie E. Casey Foundation, I am pleased to announce the award of funding for the Juvenile Detention Alternatives Initiative (JDAI) Program. The Thirteenth Judicial Circuit has been awarded \$449,900.

Funds are available to your court per the terms of the attached contract award form. OSCA Contracts Unit requests the contract award form be signed and returned to us for filing with the award documentation.

The following OSCA staff has been designated to assist you and your court staff with any additional information you may need related to this program. They may be reached as indicated below:

Courtney Pulley, Program Administration – 573-522-4674 - courtney.pulley@courts.mo.gov
Shelly Peters, Fiscal Matters – 573-522-2751 - shelly.peters@courts.mo.gov

Congratulations on your award!

Sincerely,

Earl Kraus
Deputy State Courts Administrator

EK/rwr

Enclosures
Juvenile Detention Alternatives Initiative Contract Award

Annie E. Casey Foundation - Juvenile Detention Alternatives Initiative

The Office of State Courts Administrator (OSCA) has received approval through the Annie E. Casey Foundation for Juvenile Detention Alternatives (JDAI). Awards of up to \$500.00 per JDAI site is available for expenses not covered by Title II, county funds or other JDAI awards. Additional funds may be requested as needed and if funding is available. Sites should have a current work plan with actionable items. Funding is available for the time period of February 15, 2020 - October 15, 2020. Requested funds shall be related to desired accomplishments in the site work plan. Due to limited funding the awards are competitive and all requests may not be funded. Please review your funding request and current site work plan with the JDAI State Coordinator prior to submission. The plans shall specifically address one or more of the JDAI core strategies: 1) Collaboration, 2) Use of accurate data, 3) Objective admissions, 4) New or enhanced non-secure alternatives to detention, 5) Case processing reforms, 6) Special detention cases, 7) Reducing racial disparities, or 8) Improving conditions of confinement

Budget Request

1) Please break down your funding request to ensure efficient use of the funds requested:

Budget Line Item	Approximate Cost	Budget Line Item	Approximate Cost
LifeSkills Training-High School Program	\$95.00		
LifeSkills Training-Transitions Program	\$95.00		
Building Safe & Healthy Relationship Pro	\$199.95		
Making Healthy Choices Program	\$59.95		

Justification (attach additional sheets, if necessary)

1. How will this funding enhance your courts ability to meet outcomes of juvenile detention alternatives and be specific on how the funds will be used.

See attached.

2. Provide a timeline and description of how the funding will be used.

See attached.

This section to be completed by OSCA

Yes No

- | | | |
|---|--|--|
| 1. Does this request fall within the scope of the Annie E. Casey Foundation approval? | | |
| 2. Does this request meet OSCAs requirements for uses of these grant funds? | | |
| 3. Does it state awarded funds will be expended and billed to OSCA by September 15, 2020? | | |
| 4. Did the request include special terms or conditions and are they attached? | | |

Authorization (please print your name as well as your si

Circuit

13th Circuit

Presiding Judge



Honorable Kevin Crane, Division III

Date

8/4/2020

OSCA

OSCA 20-0080-06

Deputy State Courts Administrator



Date

08/10/2020

Return to:

Office of State Courts Administrator, Contracts Section
P.O. Box 104480, Jefferson City, MO 65110-4480

1. The Robert L. Perry Juvenile Justice Center wants to continue to focus on improving the conditions of confinement. The following skill-building programming could be delivered to youth at the detention facility and provide youth with the opportunity to build skills, have an education conversation about choices and outcomes, and the ability to demonstrate the learned skills while at the facility. The following is a detailed description of the requested programming.

Botvin LifeSkills Training programs are evidence-based programs that target youth facing substance abuse, violence, risk-taking behaviors, and other unhealthy choices. The training programs promote healthy alternatives to risky behaviors through activities designed to help youth resist social pressures, develop greater self-esteem and self-confidence, effectively cope with social anxiety, increase knowledge regarding long-term consequences of choices, and enhance cognitive and behavioral competencies to reduce and prevent a variety of risky behaviors.

The LifeSkills Training-High School Program is a highly interactive, skills-based program designed for high school aged youth navigating the challenges faced during these formative years. The programming uses developmentally appropriate, collaborative strategies to help youth achieve competency in the skills that have been found to reduce and prevent risky behaviors such as substance use and violence. Additionally, the programming focuses on personal self-management skills, general social skills, and drug resistance skills. The programming consists of 10 lesson plans, with a teacher's manual, youth workbooks, and a companion website.

The LifeSkills Training-Transitions Program is a highly interactive, skills-based program designed to assist older youth navigate from high school to the workforce and higher education. The programming focuses on skills for healthy decision-making, managing stress, and managing time and money. Additionally, skill building occurs in communications and building healthy relationships. The programming consists of 6 lesson plans, with a teacher's manual and youth workbooks.

Dating for Real: Building Safe and Healthy Relationships Program is a 3-part video series that uses imagery, documentary interviews, and acted-out dramas to inform youth about the elements of healthy relationships, violence, and abuse in relationships. This programming includes the DVDs, teacher's resource book, and pre/post tests.

Making Healthy Choices Program is a video that teaches youth how to weigh all the possibilities of their choices before taking action, as well as understanding the importance of making good decisions and examining possible consequences. This programming includes the DVD, teachers' resource book, and pre/post tests.

The Robert L. Perry Juvenile Justice Center would like to provide these programs to both pre-adjudicated and post-adjudicated youth. The facility will soon be populated with older youth and post-certified youth, and addressing their needs and skill building by providing this evidence-based program would be a great benefit.

2. Upon being awarded the funds, the programming materials will be purchased. Training with staff assigned to provide the program will occur upon receiving the materials. The High School Program is 10 sessions, the Transitions Program is 6 sessions, and there are 4 sessions between the 2 DVD programs.

The intent is to offer 1 High School Program session per week, as well as 1 session per week in the other programs. Thus, providing 2 LifeSkills programs each week to the residents.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 20

In the County Commission of said county, on the 15th day of September 20 20
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following Budget Amendment from the Community Service Department for Increase Funds to Account for Renewal Grant from the Children's Trust Fund.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2160	3451	Community Services	State Reimbursement		110,000
2160	71106	Community Services	Contracted Services		110,000
					220,000

Done this 15th day of September 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

8/28/20

EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)

Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2160	3451	Community Services	State Reimbursement		110,000
2160	71106	Community Services	Contracted Services		110,000
					220,000

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

The Community Services Department received a renewal grant from the Children's Trust Fund that was effective 7/1/20 - 6/30/21. This money would be a pass through to other organizations for contracted services. There is no budgetary impact for FY20 or FY21.

Jeanne Nelson
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments: *C T F Extension*

Daniel K. Atwill
Auditor's Office

Asynch
DISTRICT I COMMISSIONER

Jeanne Nelson
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- * County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments **must be** made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- * At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- * The Budget Amendment may not be approved prior to the Public Hearing

COPY

Contract # CTF-CB-2002

State of Missouri
Children's Trust Fund
Contractual Service Agreement Extension
Child Abuse Prevention Projects
FY 2021

The contractual service agreement extension is between the Children's Trust Fund, hereinafter referred to as CTF, and Boone Co Community Services Department, 105 East Ash, Suite 300, Columbia, MO 65203, hereinafter referred to as the Provider.

Whereas CTF is authorized under section 210.172(3)(a) RSMo., to enter into contracts with public or private agencies, schools, or qualified individuals to establish community-based educational and service prevention programs designed to prevent or alleviate child abuse or neglect;

Whereas CTF originally awarded a contract to the provider in FY2020, for child abuse prevention programming as described in the original application for funding.

Whereas, the Provider has the expertise and ability to perform these services as outlined in the Grant Application.

Whereas upon mutual agreement by CTF and the Provider, the contractual service agreement is extended and shall include all of the obligations therein consisting of the contractual service agreement extension, approved project budget form (attachment 1), the Provider's application, original Request for Applications, and all amendments made to the contract during the contract period. In addition, all conditions as outlined in the original contractual service agreement still apply.

The maximum cost of this contract agreement extension shall not exceed \$110,000.

The contract shall be extended for a period of twelve (12) months and shall commence on July 1, 2020 up through and including June 30, 2021 at which time the contract shall terminate.



Printed Name of Contract Officer for Provider



Title

Signature of Contract Officer

Date



Executive Director, Children's Trust Fund



Date

**Children's Trust Fund
Approved Budget
STATE FY 2021 (July 1, 2020 - June 30, 2021)**

Agency Name: Boone County Community Services Department		
Project Title: Brilliant Beginnings Home Visiting Collaborative		
VENDOR #: 47-2873187	Year of Funding: 2	Contract #: CTF-CB-2002
Budget Category	CTF Funds Requested	CTF Funds Awarded
Salaries & Wages	\$ 56,500.00	\$ 45,000.00
Fringe Benefits	\$ 22,500.00	\$ 18,000.00
Consultant Services	\$ 42,560.00	\$ 27,720.00
Space Costs	\$ -	\$ -
Consumable Supplies	\$ 2,000.00	\$ 750.00
Travel	\$ 1,750.00	\$ 750.00
Telephone	\$ 3,000.00	\$ 1,000.00
Non-Consumable Supplies	\$ 1,700.00	\$ 1,500.00
Program Related Expenses	\$ 29,590.00	\$ 15,080.00
Other Costs	\$ 400.00	\$ 200.00
TOTAL CTF Funds AWARDED		\$ 110,000.00

Additional Comments: Funds approved as indicated. Per 6/3/2020 email, CTF will to be able to carry funding over due a legislated spending authority cap. Rather, funds not used in FY2020 will be allocated for a six-month contract extension of the grant cycle (will end December 31, 2022, instead of June 30, 2022). Approved funding for FY 2021 has been adjusted accordingly.

NOTE: State Mileage Rate Reimbursement cannot exceed 43 cents/mile.

404-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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September Session of the July Adjourned

Term. 20²⁰

County of Boone

15th

day of

September

20²⁰

In the County Commission of said county, on the

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contractual Service Agreement Extension for Children's Trust Fund, Child Abuse Prevention Projects FY2021 between Boone County and the Children's Trust Fund.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 15th day of September 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

**State of Missouri
Children's Trust Fund
Contractual Service Agreement Extension
Child Abuse Prevention Projects
FY 2021**

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Whereas CTF originally awarded a contract to the provider in FY2020, for child abuse prevention programming as described in the original application for funding.

Whereas, the Provider has the expertise and ability to perform these services as outlined in the Grant Application.

Whereas upon mutual agreement by CTF and the Provider, the contractual service agreement is extended and shall include all of the obligations therein consisting of the contractual service agreement extension, approved project budget form (attachment 1), the Provider's application, original Request for Applications, and all amendments made to the contract during the contract period. In addition, all conditions as outlined in the original contractual service agreement still apply.

The maximum cost of this contract agreement extension shall not exceed \$110,000.

The contract shall be extended for a period of twelve (12) months and shall commence on July 1, 2020 up through and including June 30, 2021 at which time the contract shall terminate.



Printed Name of Contract Officer for Provider




Title

Signature of Contract Officer

Date



Executive Director, Children's Trust Fund



Date

**Children's Trust Fund
Approved Budget
STATE FY 2021 (July 1, 2020 - June 30, 2021)**

Agency Name: Boone County Community Services Department		
Project Title: Brilliant Beginnings Home Visiting Collaborative		
VENDOR #: 47-2873187	Year of Funding: 2	Contract #: CTF-CB-2002
Budget Category	CTF Funds Requested	CTF Funds Awarded
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Program Related Expenses	\$ 29,590.00	\$ 15,080.00
Other Costs	\$ 400.00	\$ 200.00
TOTAL CTF Funds AWARDED		\$ 110,000.00

Additional Comments: Funds approved as indicated. Per 6/3/2020 email, CTF will to be able to carry funding over due a legislated spending authority cap. Rather, funds not used in FY2020 will be allocated for a six-month contract extension of the grant cycle (will end December 31, 2022, instead of June 30, 2022). Approved funding for FY 2021 has been adjusted accordingly.

NOTE: State Mileage Rate Reimbursement cannot exceed 43 cents/mile.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 20

County of Boone

15th

day of September

20 20

In the County Commission of said county, on the

the following, among other proceedings, were had, viz:

Now on this day the Boone County Commission does hereby adopt the Findings of Fact and Conclusions of Law relative to a conditional use permit for Shannon Kasman and Amir Ziv to operate a Kennel for the Boarding of Cats on 3.99 acres, located at 8101 W Highway 40, Columbia.

Done this 15th day of September 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

**CONDITIONAL USE PERMIT
BOONE COUNTY, MISSOURI**

PROPERTY OWNER: Shannon Kasmann and Amir Ziv

ADDRESS: 8101 W. Highway 40, Columbia MO

LEGAL DESCRIPTION: Lot 1 of Kasmann Plat recorded in Plat Book 54, Page 11, Records of Boone County, Missouri.

TAX PARCEL: 15-306-02-07-001.00

ZONING: A-2 Agriculture

DATE APPROVED: September 1, 2020

CONDITIONAL USE: Kennel for the boarding of cats.

CONDITIONS OF APPROVAL:

- a) There is recognition that any change in the proposal to attempt to use on-site wastewater is a significant change and would require coming back through the process.
- b) An animal waste disposal plan acceptable to the Director of Resource Management must be approved prior to the commencement of this use for this property.
- c) All site lighting shall be shielded and orientated inward and downward so as to minimize glare and light trespass to adjoining properties.
- d) There is recognition that the existing building will be required to obtain a remodeling permit for a change of use overseen by an Architect licensed to practice in the State of Missouri and that a certificate of occupancy for the commercial use must be obtained for the structure prior to the buildings use as a Cat Hotel (Kennel).

VOID DATE: Void if not used for 12-month period.

EXPIRATION DATE: N/A

ORDER OF APPROVAL

The Boone County Commission through its presiding officer hereby approves issuance of the above conditional use permit as prescribed above, subject to the conditions of approval specified above. Subject to the conditions for issuance and use of this permit, the Commission finds in issuance of this permit that all requirements for issuance are satisfied and that the Commission further makes its findings of fact and conclusions of law in accordance with the provisions, shown below, validating issuance of this permit. This permit shall not be valid unless countersigned by the Director of the Boone County Department of Resource Management and shall expire unless the use authorized hereunder is exercised within one year after the approval date shown above or is discontinued for a continuous period of 12-months. This permit shall also be revocable for violation of any term or condition contained in this permit upon the complaint of the director and a showing of good cause upon order of the Boone County Commission in accordance with the regulations applicable hereto.


ATTEST:

Brianda L. Lennon
County Clerk

BOONE COUNTY, MISSOURI
BOONE COUNTY COMMISSION

by *Daniel K. Atwill*
Presiding Commissioner

APPROVED:


Director, Boone County Resource Management Department

Dated: _____

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Subject to the conditions of approval, the Boone County Commission finds and concludes in issuance of this permit that:

1. The establishment, maintenance, operation and use of the conditional use permit issued hereunder will not be detrimental to or endanger the public health, safety, comfort or general welfare, and
2. The conditional use permit issued hereunder will not be injurious to the use and enjoyment of other property in the immediate vicinity of the property which is the subject matter of this permit with respect to the purposes already permitted by these regulations, and
3. The conditional use permit and authorized uses thereunder will not substantially diminish or impair property values of existing properties in the neighborhood surrounding the property which is the subject matter of this permit, and
4. All necessary public facilities for use of the land subject to this permit are or will be available if the conditions for issuance are satisfied, and
5. The conditional use permit issued hereunder and the authorized uses under such permit will not impede the normal or orderly development or improvement of surrounding property for the uses permitted within the zoning district, and
6. The grant of this conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public roads and that adequate access points to the subject property from public streets are available, and
7. The uses authorized by this conditional use permit are otherwise in conformity with the regulations pertaining to the zoning districts in which the uses are located and that there is a public necessity for the issuance of the conditional use permit hereunder.

The Commission, by authorizing issuance of the conditional use permit hereunder, further concludes as a matter of law that issuance of the permit is proper under the zoning regulations of Boone County in effect at the time of issuance and the general statutes and laws of this state.

Additional Findings:

The County Commission further finds as fact in support of issuance of this conditional use permit the following to be true:

This facility can be operated such that it will have no impact on the neighborhood, existing utilities, property values or road access.