



**The State of Oklahoma
by and through the
Office of Management and Enterprise Services**

In conjunction with:



And

KING INDUSTRIES CORPORATION

**NASPO ValuePoint Master Agreement
Award For Debris Removal and
Monitoring Services**



The Contractor identified below is hereby notified that your response to Solicitation Number #EV00000453, which opened March 3, 2025, is accepted and is effective as of July 22, 2025. The initial term of the Master Agreement shall be for two (2) years with the option to renew for five (5) additional one-year periods. The following documents are incorporated herein by reference and constitute the entire Contract between you and the State: 1) A Participating Entity’s Participating Addendum (“PA”); 2) this NASPO ValuePoint Master Agreement Award which includes Exhibit A Terms & Conditions, Exhibit B Federal Terms, Exhibit C Pricing, Exhibit D Location, Subcontractors and Mobilization, and Exhibit E Scope of Work; 3) The Request for Proposal; and 4) The Contractors response to the Request for Proposal.

Contractor is awarded DEBRIS MONITORING service for the following categories:

NASPO Category Name
1. Vegetative Debris
2. Construction and Demolition Debris
3. Hazardous Waste
4. Household Hazardous Waste
5. Electronic Waste
6. White Goods
7. Soil, Mud and Sand
8. Vehicles & Vessels
9. Putrescent Debris
10. NA
11. NA
12. NA

STATES OF COVERAGE:


AL, AK, AZ, AR, CA, CO, CT, DE, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, DC



NOW THEREFORE, in consideration of the foregoing and mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties have caused the Master Agreement to be duly executed and agree to the terms contained herein.

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

KING INDUSTRIES CORPORATION:

By: 
Amanda Otis (Jul 25, 2025 18:07:49 MDT)

By: 
Kenny Stahl (Jul 25, 2025 17:57:06 MDT)

Name: Amanda Otis

Name: Kenny Stahl

Title: State Purchasing Director

Title: Chief Operating Officer

Date: 07/25/2025

Date: 07/25/2025

*Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledges that the Lead State is relying on their representations to that effect.

OKLAHOMA AND NASPO VALUEPOINT MASTER AGREEMENT AWARD

SUMMARY

1. Scope of Work Defined. The goal of this Master Agreement is to provide State(s) competitive proposals along with value-added solutions which allow State and Local Government to obtain either emergent or non-emergent services regarding Debris Removal and the independent monitoring thereof. This is a full-services contract to include both services separated into categories of debris type.
2. Master Agreement Order of Precedence. Any Order placed under this Master Agreement shall consist of the following documents:
 - a. Participating Entity's Participating Addendum ("PA")
 - b. Oklahoma NASPO ValuePoint Master Agreement Award
 - i. Summary
 - ii. NASPO ValuePoint Agreement Terms and Conditions, inclusive of any terms proposed by Contractor and accepted by the Lead State
 - iii. Federal Funding Terms
 - iv. Price and Cost Proposal
 - v. Location, Subcontractors, and Mobilization
 - vi. Scope of Work
 - c. A Purchase Order issued against the Master Agreement
 - d. The Solicitation, and
 - e. Contractor's response to the Solicitation, including but not limited to Contractor's Terms and Conditions contained in response, as revised and accepted by the Lead State.

The documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.

Master Agreement Number: OK-MA-EV00000453



EXHIBIT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (*i.e.*, colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 **Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

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- 1.9 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for two (2) years. The term of this Master Agreement may be amended beyond the initial term for five (5) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.1.1** Master Agreements are auto-renewed annually, instead of manual renewal. No annual renewal notices will be supplied to the Contractor by the Lead State or NASPO ValuePoint. A renewal notification will be posted on the NASPO website no less than 60 days prior to the auto-renewal. This does not change any substantive terms and conditions of the executed Master Agreement or any previously executed Amendments. Should either party not want to renew the Master Agreement, a written termination notice shall be sent at least 60 days prior to the end of the Master Agreement term.

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- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.
- 2.3.1** The Lead State may extend the Master Agreement for one hundred-eighty (180) days beyond a final renewal term at the current pricing for the extended period. If the Lead State exercises such an option to extend, the Lead State shall notify the Contractor in writing prior to the Master Agreement end date. The Lead State, at its sole option and to the extent allowable by law, may choose to exercise subsequent one hundred-eighty (180) day extensions, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new supplier. In addition, the Lead State Central Purchasing Director (CPD) reserves the right to extend any Master Agreement if the Lead State CPD determines such extension to be in the best interest of the Lead State.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity’s Participating Addendum (“PA”);
 - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4** The Solicitation or, if separately executed after award, the Lead State’s bilateral agreement that integrates applicable provisions;
 - 3.1.5** Contractor’s response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority as identified in the Summary, Section 2. Contractor terms and conditions that apply to this Master Agreement are only those

that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.
- 4.3 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.4 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.5 Participating Entities.

4.5.1 If not proscribed by law or by the Chief Procurement Official of the state in which the entity is located, an entity may be eligible to execute a Participating Addendum directly with Contractor. Such entities may include:

4.5.1.1 Political subdivisions, public agencies, and service districts;

4.5.1.2 Public and private educational institutions, including K-12 public, charter, and private schools; institutions of higher education; and trade schools;

4.5.1.3 Federally recognized tribes;

4.5.1.4 Quasi-governmental entities; and

4.5.1.5 Eligible non-profit organizations.

4.5.2 Prior to execution of a Participating Addendum with an entity listed above, Contractor shall coordinate with NASPO to confirm the entity's eligibility to execute a Participating Addendum. A determination that an entity is eligible to execute a Participating Addendum is not a determination that procurement authority exists; each entity must ensure it has the requisite procurement authority to execute a Participating Addendum.

4.6 Prohibition on Resale. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

4.7 Individual Customers. Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own

charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.8 Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.9 No Representations. The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

- 5.3.1 Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum (“Sales Data”). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.
- 5.3.2 Summary Sales Data.** “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- 5.3.3 Detailed Sales Data.** “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
- 5.3.4 Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the

appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials,

Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 NASPO ValuePoint eMarketPlace

5.5.1 The NASPO ValuePoint cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from NASPO ValuePoint's cooperative Master Agreements. This eMarketPlace is provided by NASPO at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service, or solution by that entity through a NASPO ValuePoint Master Agreement.

5.5.2 Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the NASPO eMarketPlace, per the Implementation Timeline as further described below.

5.5.3 Regardless of how Contractor's presence is reflected in the eMarketPlace (*i.e.*, hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.

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- 5.5.4** Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offerings from the eMarketPlace.
- 5.5.5** Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.
- 5.5.6** Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.
- 5.5.7** Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.
- 5.5.8** Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.
- 5.5.9** NASPO Participating Entities may have their own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.
- 5.5.10** In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (e.g., entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.
- 5.5.11** Implementation Timeline: Following the execution of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.

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- 5.5.11.1** Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.
 - 5.5.11.2** Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.
 - 5.5.11.3** NASPO will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.

- 5.5.11.3.1** Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to NASPO, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.

- 5.5.11.3.2** Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.

- 5.5.11.3.3** eQuoting. NASPO will work with Contractor to set up participation and use to provide eQuotes through the NASPO eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.

5.5.12 Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:

- 5.5.12.1** The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this Master Agreement;

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- 5.5.12.2** A Lead State contract identification number for this Master Agreement;
 - 5.5.12.3** Detailed product line-item descriptions;
 - 5.5.12.4** Pictures illustrating products, services, or solutions where practicable; and
 - 5.5.12.5** Any additional NASPO, Lead State, or Participating Addendum requirements.

5.6 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than Two (2) years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.7 Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.8 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

6.1.1 All prices and rates must be guaranteed for the initial term of the Master Agreement.

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- 6.1.2** Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least Thirty (30) days prior to the effective date.
- 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
- 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is

expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

7.4 Required Documentation. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

7.5 Term of Purchase. Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 Order Form Requirements. All Orders pursuant to this Master Agreement, at a minimum, must include:

7.6.1 The services or supplies being delivered;

7.6.2 A shipping address and other delivery requirements, if any;

7.6.3 A billing address;

7.6.4 Purchasing Entity contact information;

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- 7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - 7.6.6** A not-to-exceed total for the products or services being ordered; and
 - 7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
- 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier

will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

9.5 Acceptance Testing. Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

9.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

10.2 Warranty. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

10.3 Breach of Warranty. Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the

Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

10.4 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

10.5 Warranty Period Start Date. The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

11.1 Conveyance of Title. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

11.2 Embedded Software. Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.3 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

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- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
- 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

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- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders

or underpayment of fees found as a result of the examination of the Contractor's records.

- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

- 14.2.2 Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of

confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

- 14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
- 14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
- 14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
- 14.2.2.4** Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.
- 14.2.3 Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other

legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead

State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

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- 14.8.1.5** Any default specified in another section of this Master Agreement.
- 14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
- 14.8.3.1** Any remedy provided by law;
 - 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
 - 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
 - 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;
 - 14.8.3.5** Suspension of Contractor's performance; and
 - 14.8.3.6** Withholding of payment until the default is remedied.
- 14.8.4** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies

available to a Purchasing Entity under the applicable commercial code.

- 14.9 Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.
- 14.10 Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.
- 14.11 No Waiver of Sovereign Immunity**
- 14.11.1** In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- 14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- 14.12 Governing Law and Venue**
- 14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance

with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

14.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

EXHIBIT B FEDERAL FUNDING TERMS

This Federal Funding Terms document is part of a Master Agreement awarded by and through the State of Oklahoma, Office of Management and Enterprise Services, in collaboration with the NASPO ValuePoint cooperative purchasing program. The Contractor acknowledges that acquisitions under this Master Agreement may use federal assistance for purposes of funding the acquisition. When procuring property and services under a Federal award, a State or other Purchasing Entity must follow the same policies and procedures it uses for procurements from its non-Federal funds and must also conform to the procurement standards identified in Federal Regulations 2 CFR §§ 200.317 through 200.327. A Purchasing Entity is responsible for ensuring that any purchase made using Federal funds is compliant with the terms and conditions of the Federal funding, including ensuring that all required contract clauses are present.

In addition to other terms contained in applicable Master Agreement documents, the Parties agree to the following Federal Funding Terms. This is not intended to be exhaustive of all Federal Funding Terms which may apply, and Participating Entities may have other Federal Funding Terms which will apply to their Participating Addendum pursuant to Section 7.8 of the Master Agreement.

1. **Nature of Transaction.** Parties acknowledge that this Master Agreement is subject to 2 CFR §§ 200.311 through 200.316 regarding property and equipment standards, 2 CFR §§ 200.317 through 200.327 regarding procurement standards.
2. **Affirmative Steps for Contracting.** Parties acknowledge that any non-federal entity included in this Master Agreement must take affirmative steps to assure that minority businesses, women's businesses enterprises, and labor surplus area firms are used when possible. In addition to and in conjunction with 74 O.S. §§ 85.45 through 85.45i., those affirmative steps must include:
 - a. Placing qualified small and minority business and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - c. 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;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
3. **Information Submitted.** All information, reports, and other documents and data submitted to the State and its representatives in connection with this Agreement were, at the time they were (or will be) furnished, and are, as of the date hereof (or will be as of the date they are furnished), true, correct, and complete in all material respects.
4. **Competitive Bidding.** All funds received by the Contractor herein are subject to the property standards found in 2 CFR § 200.311 through 2 CFR § 200.316 if applicable, and the procurement standards found in 2 CFR § 200.317 through 2 CFR § 200.327. The Contractor acknowledges and agrees that these funds were to the best of Contractor's knowledge competitively bid or covered by an exemption as described therein.
5. **Performance and Financial Monitoring and Reporting.** All or part of the funds used in this transaction are subject to the financial monitoring and reporting requirements found in 2 CFR § 200.328 through 2 CFR § 200.330 regarding oversight and information collection. Contractor acknowledges that Governmental Entity, as the recipient of these funds, is obligated to provide oversight and collect information on an internal basis and to be the subject of external oversight and information collection as described in the above-cited regulations.
6. **Audit Requirements.** The Contractor acknowledges that the funds used in this transaction are subject to the requirements found in Sections 2 CFR § 200.500 through 2 CFR § 200.520 and that therefore, Governmental Entity is subject to audit by Federal and State entities.
 - a. The Contractor agrees to provide the State of Oklahoma, the U.S. Department of Treasury, 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 Master Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to copy or reproduce, by any means, excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests. All records related to this transaction must be kept for five years after the completion of this Master Agreement.
 - b. If applicable, the Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the Master Agreement.

c. No language in this Master Agreement is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

7. Suspension and Debarment.

- a. This Master Agreement is a covered transaction for the purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- b. The Contractor must comply with 2 CFR part 180, subpart C and 2 CFR part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the State of Oklahoma. If it is later determined that the contractor did not comply with 2 CFR part 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Domestic Preferences. Contractor should, to the greatest extent practicable under the scope of this Master Agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all future contracts and purchase orders for work or products under this Master Agreement. For purposes of this section:

- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. If this Master Agreement is for \$100,000 or above, Contractor certifies 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. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

11. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 C.F.R. Part 60.

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter such litigation to protect the interests of the United States.

The Applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The Applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

12. Compliance with the Contract Work Hours and Safety Standards Act, 29 C.F.R. § 5.5(b).

(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 (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages

and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for unpaid wages and liquidated damages—

(i) Withholding Process. The (insert name of recipient or subrecipient) may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;

- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- (ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- (iv) Informing any other person about their rights under CWHSSA or this part.

13. Compliance with Applicable Laws.

- a. Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Pursuant to 41 CFR § 60-1.4(d), the Equal Employment Opportunity Clause is hereby incorporated by reference. Statutes and regulations prohibiting discrimination applicable to this Master Agreement include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601, *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101, *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
 - iv. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101, *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
 - v. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.
 - vi. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.
 - vii. If this Master Agreement is for \$150,000 or more, the Contractor must 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 (33 U.S.C. §§ 1251-1387), as amended.
 - viii. If this Master Agreement is for purchases over \$100,000 and laborers or mechanics are used, the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701 *et seq.*, will apply. Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess

of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provides that no laborer or mechanic shall 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.*

- ix. If this is a prime construction contract in excess of \$2,000, Supplier must comply with two sets of regulations:
- The Davis–Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - Copeland “Anti–Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.

14. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending

FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

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

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

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

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

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

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

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

****For purchases of \$100,000 and above - Contractors must sign the attached certification****

This form is required for purchases of \$100,000 and above

**CERTIFICATION REGARDING LOBBYING
Required by 31 CFR Part 21**

The undersigned certifies, to the best of their knowledge and belief, that:

- I. 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.
- II. 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.
- III. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all contractors 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 Title 31, Section 1352 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the remedies found in Title 31, Chapter 38 of the U.S. Code applies to this certification and disclosure.

CONTRACTOR SIGNATURE

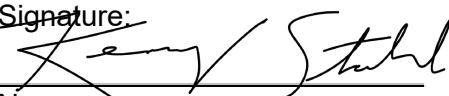
Signature: 
Name: Kenny Stahl
Title: Chief Operating Officer
Date: 4/14/2025

EXHIBIT C: Cost Proposal

Debris Monitoring - Rate Card Template

- Instructions:**
- Offeror must complete all required elements of this Cost Proposal. The format and structure of the Cost Proposal is intended to allow for a fair evaluation of like costs among Offerors. Deviation from the format or structure of this Cost Proposal may result in Offeror's proposal being deemed non-responsive.
 - Offeror is wholly responsible for ensuring figures and calculations submitted in Offeror's completed Cost Proposal are accurate, even if formulas have been provided by the Lead State as a courtesy.
 - Offeror's Cost must be inclusive of all fees and charges, including but not limited to fees or charges for shipping, delivery, credit card payments, and personnel. All costs proposed by Offeror must also be inclusive of the NASPO ValuePoint administrative fee. Proposed costs incorporated into a Master Agreement resulting from this RFP represent not-to-exceed pricing and minimum discounts, where applicable. Except as permitted below, pricing offered to Participating Entities and Purchasing Entities must be no higher than pricing set forth in the Master Agreement, but may be negotiated for lower cost at a local level.
 - A Participating Addendum may also require payment of an additional administrative fee by Contractors to a Participating Entity based on sales to Purchasing Entities within the jurisdiction of the Participating Entity. Unless otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not to exceed the Participating Entity's fee. Such adjustments will have no effect on the NASPO ValuePoint administrative fee, pricing in the Master Agreement, or Instructions.

- For each category, list the services titles you support. Provide total cost or hourly "not-to-exceed" rates for each level and category as applicable.
- If you are attaching a supplementary PDF with prices, please select YES on the "Attached File" Drop down Menu related to the category, and then provide the file name. It is acceptable to have an attached PDF file that covers multiple categories.

Categories	List Services Provided category, and Skill Class (Labor (Items in Red are meant as examples. Add more lines as needed or attach a .pdf, must mimic this format)	Emergent Not To Exceed Hourly Rate	LABOR Non-Emergent Not To Exceed Hourly Rate	Materials and Supplies Description	Unit	Cost	% Rate Increase 2nd year	% Rate Increase 3rd year	% Rate Increase 4th year	% Rate Increase 5th year	% Rate Increase 6th year	% Rate Increase year	7th
Category I Vegetative Debris	Overall Management				Hourly								
	Subject Matter Expert (Incident Commander)	\$ 195.00	\$ 195.00		Hourly	\$ 195.00	3%	3%	3%	3%	3%	3%	3%
	Project Manager (Deputy Incident Commander)	\$ 175.00	\$ 175.00		Hourly	\$ 175.00	3%	3%	3%	3%	3%	3%	3%
	Field Operations				Hourly								
	Pre-Debris Removal Operations				Hourly								
	Operations Manager (Ops Chief)	\$ 170.00	\$ 170.00		Hourly	\$ 170.00	3%	3%	3%	3%	3%	3%	3%
	Hazardous Site Assessors	\$ 90.00	\$ 90.00		Hourly	\$ 90.00	3%	3%	3%	3%	3%	3%	3%
	ISA Arborists	\$ 135.00	\$ 135.00		Hourly	\$ 135.00	3%	3%	3%	3%	3%	3%	3%
	Asbestos Sampling Consultant	\$ 130.00	\$ 130.00		Hourly	\$ 130.00	3%	3%	3%	3%	3%	3%	3%
	Sr. Archaeologist	\$ 180.00	\$ 180.00		Hourly	\$ 180.00	3%	3%	3%	3%	3%	3%	3%
	Archaeologists	\$ 135.00	\$ 135.00		Hourly	\$ 135.00	3%	3%	3%	3%	3%	3%	3%
	Cultural Monitors	\$ 125.00	\$ 125.00		Hourly	\$ 125.00	3%	3%	3%	3%	3%	3%	3%
	Address Sign Installation & Materials	\$ 160.00	\$ 160.00		Hourly	\$ 160.00	3%	3%	3%	3%	3%	3%	3%
	Street View Imagery	\$ 250.00	\$ 250.00		Hourly	\$ 250.00	3%	3%	3%	3%	3%	3%	3%
	Drone Operator	\$ 250.00	\$ 250.00		Hourly	\$ 250.00	3%	3%	3%	3%	3%	3%	3%
	Field Supervisors (Division Supervisors)	\$ 95.00	\$ 95.00		Hourly	\$ 95.00	3%	3%	3%	3%	3%	3%	3%
	Debris Monitor (Task Force Leaders - Debris/HHM/ACM Removal Crews)	\$ 80.00	\$ 80.00		Hourly	\$ 80.00	3%	3%	3%	3%	3%	3%	3%
	Debris Monitor (Task Force Leaders - Tower Monitors)	\$ 80.00	\$ 80.00		Hourly	\$ 80.00	3%	3%	3%	3%	3%	3%	3%
	ISA Arborists (Task Force Leaders - Hazard Tree Strike Crews)	\$ 130.00	\$ 130.00		Hourly	\$ 130.00	3%	3%	3%	3%	3%	3%	3%
	Air Monitoring w/ Equipment	\$ 150.00	\$ 150.00		Hourly	\$ 150.00	3%	3%	3%	3%	3%	3%	3%
	Planning/QC Department				Hourly								
Planning Chief	\$ 165.00	\$ 165.00		Hourly	\$ 165.00	3%	3%	3%	3%	3%	3%	3%	
Deputy Planning Chief	\$ 120.00	\$ 120.00		Hourly	\$ 120.00	3%	3%	3%	3%	3%	3%	3%	
Data Quality & QC Manager	\$ 150.00	\$ 150.00		Hourly	\$ 150.00	3%	3%	3%	3%	3%	3%	3%	
Data Quality & QC Staff	\$ 120.00	\$ 120.00		Hourly	\$ 120.00	3%	3%	3%	3%	3%	3%	3%	
Finance Department				Hourly									
Data Managers	\$ 90.00	\$ 90.00		Hourly	\$ 90.00	3%	3%	3%	3%	3%	3%	3%	
Technology Department				Hourly									
GIS	\$ 150.00	\$ 150.00		Hourly	\$ 150.00	3%	3%	3%	3%	3%	3%	3%	
Field Tech Support	\$ 150.00	\$ 150.00		Hourly	\$ 150.00	3%	3%	3%	3%	3%	3%	3%	
Attached File?	Name of File:	Name of File:											
Category II Construction and Demolition Debris	Overall Management				Hourly								
	Subject Matter Expert (Incident Commander)	\$ 195.00	\$ 195.00		Hourly	\$ 195.00	3%	3%	3%	3%	3%	3%	3%
	Project Manager (Deputy Incident Commander)	\$ 175.00	\$ 175.00		Hourly	\$ 175.00	3%	3%	3%	3%	3%	3%	3%
	Field Operations				Hourly								
	Pre-Debris Removal Operations				Hourly								
	Operations Manager (Ops Chief)	\$ 170.00	\$ 170.00		Hourly	\$ 170.00	3%	3%	3%	3%	3%	3%	3%
	Hazardous Site Assessors	\$ 90.00	\$ 90.00		Hourly	\$ 90.00	3%	3%	3%	3%	3%	3%	3%
	ISA Arborists	\$ 135.00	\$ 135.00		Hourly	\$ 135.00	3%	3%	3%	3%	3%	3%	3%
	Asbestos Sampling Consultant	\$ 130.00	\$ 130.00		Hourly	\$ 130.00	3%	3%	3%	3%	3%	3%	3%
	Sr. Archaeologist	\$ 180.00	\$ 180.00		Hourly	\$ 180.00	3%	3%	3%	3%	3%	3%	3%
	Archaeologists	\$ 135.00	\$ 135.00		Hourly	\$ 135.00	3%	3%	3%	3%	3%	3%	3%
	Cultural Monitors	\$ 125.00	\$ 125.00		Hourly	\$ 125.00	3%	3%	3%	3%	3%	3%	3%
	Address Sign Installation & Materials	\$ 160.00	\$ 160.00		Hourly	\$ 160.00	3%	3%	3%	3%	3%	3%	3%
	Street View Imagery	\$ 250.00	\$ 250.00		Hourly	\$ 250.00	3%	3%	3%	3%	3%	3%	3%
	Drone Operator	\$ 250.00	\$ 250.00		Hourly	\$ 250.00	3%	3%	3%	3%	3%	3%	3%
	Field Supervisors (Division Supervisors)	\$ 95.00	\$ 95.00		Hourly	\$ 95.00	3%	3%	3%	3%	3%	3%	3%
	Debris Monitor (Task Force Leaders - Debris/HHM/ACM Removal Crews)	\$ 80.00	\$ 80.00		Hourly	\$ 80.00	3%	3%	3%	3%	3%	3%	3%
	Debris Monitor (Task Force Leaders - Tower Monitors)	\$ 80.00	\$ 80.00		Hourly	\$ 80.00	3%	3%	3%	3%	3%	3%	3%
	ISA Arborists (Task Force Leaders - Hazard Tree Strike Crews)	\$ 130.00	\$ 130.00		Hourly	\$ 130.00	3%	3%	3%	3%	3%	3%	3%
	Air Monitoring w/ Equipment	\$ 150.00	\$ 150.00		Hourly	\$ 150.00	3%	3%	3%	3%	3%	3%	3%
	Planning/QC Department				Hourly								
Planning Chief	\$ 165.00	\$ 165.00		Hourly	\$ 165.00	3%	3%	3%	3%	3%	3%	3%	
Deputy Planning Chief	\$ 120.00	\$ 120.00		Hourly	\$ 120.00	3%	3%	3%	3%	3%	3%	3%	
Data Quality & QC Manager	\$ 150.00	\$ 150.00		Hourly	\$ 150.00	3%	3%	3%	3%	3%	3%	3%	
Data Quality & QC Staff	\$ 120.00	\$ 120.00		Hourly	\$ 120.00	3%	3%	3%	3%	3%	3%	3%	
Finance Department				Hourly									
Data Managers	\$ 90.00	\$ 90.00		Hourly	\$ 90.00	3%	3%	3%	3%	3%	3%	3%	
Technology Department				Hourly									
GIS	\$ 150.00	\$ 150.00		Hourly	\$ 150.00	3%	3%	3%	3%	3%	3%	3%	
Field Tech Support	\$ 150.00	\$ 150.00		Hourly	\$ 150.00	3%	3%	3%	3%	3%	3%	3%	
Attached File?	Name of File:	Name of File:											
Category III Waste Hazardous	Overall Management				Hourly								
	Subject Matter Expert (Incident Commander)	\$ 195.00	\$ 195.00		Hourly	\$ 195.00	3%	3%	3%	3%	3%	3%	3%
	Project Manager (Deputy Incident Commander)	\$ 175.00	\$ 175.00		Hourly	\$ 175.00	3%	3%	3%	3%	3%	3%	3%
	Field Operations				Hourly								
	Pre-Debris Removal Operations				Hourly								
	Operations Manager (Ops Chief)	\$ 170.00	\$ 170.00		Hourly	\$ 170.00	3%	3%	3%	3%	3%	3%	3%
	Hazardous Site Assessors	\$ 90.00	\$ 90.00		Hourly	\$ 90.00	3%	3%	3%	3%	3%	3%	3%
	ISA Arborists	\$ 135.00	\$ 135.00		Hourly	\$ 135.00	3%	3%	3%	3%	3%	3%	3%
	Asbestos Sampling Consultant	\$ 130.00	\$ 130.00		Hourly	\$ 130.00	3%	3%	3%	3%	3%	3%	3%
	Sr. Archaeologist	\$ 180.00	\$ 180.00		Hourly	\$ 180.00	3%	3%	3%	3%	3%	3%	3%
	Archaeologists	\$ 135.00	\$ 135.00		Hourly	\$ 135.00	3%	3%	3%	3%	3%	3%	3%
	Cultural Monitors	\$ 125.00	\$ 125.00		Hourly	\$ 125.00	3%	3%	3%	3%	3%	3%	3%
	Address Sign Installation & Materials	\$ 160.00	\$ 160.00		Hourly	\$ 160.00	3%	3%	3%	3%	3%	3%	3%
	Street View Imagery	\$ 250.00	\$ 250.00		Hourly	\$ 250.00	3%	3%	3%	3%	3%	3%	3%
	Drone Operator	\$ 250.00	\$ 250.00		Hourly	\$ 250.00	3%	3%	3%	3%	3%	3%	3%
	Field Supervisors (Division Supervisors)	\$ 95.00	\$ 95.00		Hourly	\$ 95.00	3%	3%	3%	3%	3%	3%	3%
	Debris Monitor (Task Force Leaders - Debris/HHM/ACM Removal Crews)	\$ 80.00	\$ 80.00		Hourly	\$ 80.00	3%	3%	3%	3%	3%	3%	3%
	Debris Monitor (Task Force Leaders - Tower Monitors)	\$ 80.00	\$ 80.00		Hourly	\$ 80.00	3%	3%	3%	3%	3%	3%	3%
	ISA Arborists (Task Force Leaders - Hazard Tree Strike Crews)	\$ 130.00	\$ 130.00		Hourly	\$ 130.00	3%	3%	3%	3%	3%	3%	3%
	Air Monitoring w/ Equipment	\$ 150.00	\$ 150.00		Hourly	\$ 150.00	3%	3%	3%	3%	3%	3%	3%
	Planning/QC Department				Hourly								
Planning Chief	\$ 165.00	\$ 165.00		Hourly	\$ 165.00	3%	3%	3%	3%	3%	3%	3%	
Deputy Planning Chief	\$ 120.00	\$ 120.00		Hourly	\$ 120.00	3%	3%	3%	3%	3%	3%	3%	
Data Quality & QC Manager	\$ 150.00	\$ 150.00		Hourly	\$ 150.00	3%	3%	3%	3%	3%	3%	3%	
Finance Department				Hourly									
Data Managers	\$ 90.00	\$ 90.00		Hourly	\$ 90.00	3%	3%	3%	3%	3%	3%	3%	
Technology Department				Hourly									
GIS	\$ 150.00	\$ 150.00		Hourly	\$ 150.00	3%	3%	3%	3%	3%	3%	3%	
Field Tech Support	\$ 150.00	\$ 150.00		Hourly	\$ 150.00	3%	3%	3%	3%	3%	3%	3%	
Attached File?	Name of File:	Name of File:											
Category IV Household Hazardous Waste	Overall Management				Hourly								
	Subject Matter Expert (Incident Commander)	\$ 195.00	\$ 195.00		Hourly	\$ 195.00	3%	3%	3%	3%	3%	3%	3%
	Project Manager (Deputy Incident Commander)	\$ 175.00	\$ 175.00		Hourly	\$ 175.00	3%	3%	3%	3%	3%	3%	3%
	Field Operations				Hourly								
	Pre-Debris Removal Operations				Hourly								
	Operations Manager (Ops Chief)	\$ 170.00	\$ 170.00		Hourly	\$ 170.00	3%	3%	3%	3%	3%	3%	3%
	Hazardous Site Assessors	\$ 90.00	\$ 90.00		Hourly	\$ 90.00	3%	3%	3%	3%	3%	3%	3%
	ISA Arborists	\$ 135.00	\$ 135.00		Hourly	\$ 135.00	3%	3%	3%	3%	3%	3%	3%
	Asbestos Sampling Consultant	\$ 130.00	\$ 130.00		Hourly	\$ 130.00	3%	3%	3%	3%	3%	3%	3%
	Sr. Archaeologist	\$ 180.00	\$ 180.00		Hourly	\$ 180.00	3%	3%	3%	3%	3%	3%	3%
	Archaeologists	\$ 135.00	\$ 135.00		Hourly	\$ 135.00	3%	3%					

EXHIBIT D - Offeror Response Worksheet

Location of Coverage Sheet (All bidders must return this sheet)

Please complete the form below for each state service is proposed. If using a subcontractor through which Participating Entities are able to procure services awarded through this RFP, ensure their area of coverage is indicated below. If awarded a contract, manufacturers shall ensure the Lead State Contract Administrator is provided with up-to-date information regarding the status of approved Subcontractors. This document will serve as a living list of area coverage and approved subcontractors. All sales through an approved subcontractor must be reported to the master agreement holder to ensure proper reporting on contract usage to NASPO and compliance with participating entity reporting requirements. For the full life of the contract, including all renewal options, the Lead State Contract Administrator should be notified in writing, via email, if any Subcontractors should be removed or added from the list. Bidders are not required to serve all national locations, if bidder does not cover a location listed below, leave the rows blank. The bidder coverage area should be listed in the appropriate section of this form (additional locations or contractor lines may be needed, a template is provided to the right and can be cut and inserted into the table for ease). All subcontractors and contact information shall be included here; subcontractor information must be present for contract usage.

Location:		Category of Which Service is Offered, Use drop down menu to show as many categories as needed.			Exceptions or Notes to State of Coverage May include hyperlinks or Maps of Coverage
Alabama					
Contractor and/or Subcontractor	Name: King Industries Corporation	I Vegetative	II Construction	III HW	E.g. To exclude certain counties etc.
	Number: 575-336-7906	IV HhHW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor	Name:				
	Number:				
	Email:				
	Address:				
Attached File?		Name of File:			
Alaska					
Contractor and/or Subcontractor	Name: King Industries Corporation	I Vegetative	II Construction	III HW	
	Number: 575-336-7906	IV HhHW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor	Name:				
	Number:				
	Email:				
	Address:				
Attached File?		Name of File:			
Arizona					
Contractor and/or Subcontractor	Name: King Industries Corporation	I Vegetative	II Construction	III HW	
	Number: 575-336-7906	IV HhHW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor	Name:				
	Number:				
	Email:				
	Address:				
Attached File?		Name of File:			
Arkansas					
Contractor and/or Subcontractor	Name: King Industries Corporation	I Vegetative	II Construction	III HW	
	Number: 575-336-7906	IV HhHW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor	Name:				
	Number:				
	Email:				
	Address:				
Attached File?		Name of File:			
California					
Contractor and/or Subcontractor	Name: King Industries Corporation	I Vegetative	II Construction	III HW	
	Number: 575-336-7906	IV HhHW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor	Name:				
	Number:				
	Email:				
	Address:				
Attached File?		Name of File:			
Colorado					
Contractor and/or Subcontractor	Name: King Industries Corporation	I Vegetative	II Construction	III HW	
	Number: 575-336-7906	IV HhHW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor	Name:				
	Number:				
	Email:				
	Address:				
Attached File?		Name of File:			
Connecticut					
Contractor and/or Subcontractor	Name: King Industries Corporation	I Vegetative	II Construction	III HW	
	Number: 575-336-7906	IV HhHW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor	Name:				
	Number:				
	Email:				
	Address:				
Attached File?		Name of File:			

Contractor and/or Subcontractor		Email:				
		Address:				
Attached File?		Name of File:				
Delaware						
Contractor and/or Subcontractor		Name: King Industries Corporation	I Vegetative	II Construction	III HW	
		Number: 575-336-7906	IV HhHW	V Electronic	VI White	
		Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
		Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor		Name:				
		Number:				
		Email:				
		Address:				
Attached File?		Name of File:				
Florida						
Contractor and/or Subcontractor		Name: King Industries Corporation	I Vegetative	II Construction	III HW	
		Number: 575-336-7906	IV HhHW	V Electronic	VI White	
		Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
		Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor		Name:				
		Number:				
		Email:				
		Address:				
Attached File?		Name of File:				
Georgia						
Contractor and/or Subcontractor		Name: King Industries Corporation	I Vegetative	II Construction	III HW	
		Number: 575-336-7906	IV HhHW	V Electronic	VI White	
		Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
		Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor		Name:				
		Number:				
		Email:				
		Address:				
Attached File?		Name of File:				
Hawaii						
Contractor and/or Subcontractor		Name: King Industries Corporation	I Vegetative	II Construction	III HW	
		Number: 575-336-7906	IV HhHW	V Electronic	VI White	
		Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
		Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor		Name:				
		Number:				
		Email:				
		Address:				
Attached File?		Name of File:				
Idaho						
Contractor and/or Subcontractor		Name: King Industries Corporation	I Vegetative	II Construction	III HW	
		Number: 575-336-7906	IV HhHW	V Electronic	VI White	
		Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
		Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor		Name:				
		Number:				
		Email:				
		Address:				
Attached File?		Name of File:				
Illinois						
Contractor and/or Subcontractor		Name: King Industries Corporation	I Vegetative	II Construction	III HW	
		Number: 575-336-7906	IV HhHW	V Electronic	VI White	
		Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
		Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor		Name:				
		Number:				
		Email:				
		Address:				
Attached File?		Name of File:				
Indiana						
Contractor and/or Subcontractor		Name: King Industries Corporation	I Vegetative	II Construction	III HW	
		Number: 575-336-7906	IV HhHW	V Electronic	VI White	
		Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
		Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor		Name:				
		Number:				
		Email:				
		Address:				
Attached File?		Name of File:				
Iowa						
Contractor and/or Subcontractor		Name: King Industries Corporation	I Vegetative	II Construction	III HW	
		Number: 575-336-7906	IV HhHW	V Electronic	VI White	
		Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
		Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor		Name:				
		Number:				
		Email:				
		Address:				
Attached File?		Name of File:				
Kansas						

Contractor and/or Subcontractor	Name: King Industries Corporation	I Vegetative	II Construction	III HW	
	Number: 575-336-7906	IV HhHW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor	Name:				
	Number:				
	Email:				
	Address:				
Attached File?		Name of File:			
Kentucky					
Contractor or Subcontractor Name:	Name: King Industries Corporation	I Vegetative	II Construction	III HW	
	Number: 575-336-7906	IV HhHW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				
Contractor or Subcontractor Name:	Name:				
	Number:				
	Email:				
	Address:				
Attached File?		Name of File:			
Louisiana					
Contractor and/or Subcontractor	Name: King Industries Corporation	I Vegetative	II Construction	III HW	
	Number: 575-336-7906	IV HhHW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor	Name:				
	Number:				
	Email:				
	Address:				
Attached File?		Name of File:			
Maine					
Contractor and/or Subcontractor	Name: King Industries Corporation	I Vegetative	II Construction	III HW	
	Number: 575-336-7906	IV HhHW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor	Name:				
	Number:				
	Email:				
	Address:				
Attached File?		Name of File:			
Maryland					
Contractor and/or Subcontractor	Name: King Industries Corporation	I Vegetative	II Construction	III HW	
	Number: 575-336-7906	IV HhHW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor	Name:				
	Number:				
	Email:				
	Address:				
Attached File?		Name of File:			
Massachusetts					
Contractor and/or Subcontractor	Name: King Industries Corporation	I Vegetative	II Construction	III HW	
	Number: 575-336-7906	IV HhHW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor	Name:				
	Number:				
	Email:				
	Address:				
Attached File?		Name of File:			
Michigan					
Contractor and/or Subcontractor	Name: King Industries Corporation	I Vegetative	II Construction	III HW	
	Number: 575-336-7906	IV HhHW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor	Name:				
	Number:				
	Email:				
	Address:				
Attached File?		Name of File:			
Minnesota					
Contractor and/or Subcontractor	Name: King Industries Corporation	I Vegetative	II Construction	III HW	
	Number: 575-336-7906	IV HhHW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor	Name:				
	Number:				
	Email:				
	Address:				
Attached File?		Name of File:			
Mississippi					
Contractor and/or Subcontractor	Name: King Industries Corporation	I Vegetative	II Construction	III HW	
	Number: 575-336-7906	IV HhHW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				

Contractor and/or Subcontractor	Name:				
	Number:				
	Email:				
	Address:				
Attached File?		Name of File:			
Missouri					
Contractor and/or Subcontractor	Name: King Industries Corporation	I Vegetative	II Construction	III HW	
	Number: 575-336-7906	IV HhHW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor	Name:				
	Number:				
	Email:				
	Address:				
Attached File?		Name of File:			
Montana					
Contractor and/or Subcontractor	Name: King Industries Corporation	I Vegetative	II Construction	III HW	
	Number: 575-336-7906	IV HhHW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor	Name:				
	Number:				
	Email:				
	Address:				
Attached File?		Name of File:			
Nebraska					
Contractor and/or Subcontractor	Name: King Industries Corporation	I Vegetative	II Construction	III HW	
	Number: 575-336-7906	IV HhHW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor	Name:				
	Number:				
	Email:				
	Address:				
Attached File?		Name of File:			
Nevada					
Contractor and/or Subcontractor	Name: King Industries Corporation	I Vegetative	II Construction	III HW	
	Number: 575-336-7906	IV HhHW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor	Name:				
	Number:				
	Email:				
	Address:				
Attached File?		Name of File:			
New Hampshire					
Contractor and/or Subcontractor	Name: King Industries Corporation	I Vegetative	II Construction	III HW	
	Number: 575-336-7906	IV HhHW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor	Name:				
	Number:				
	Email:				
	Address:				
Attached File?		Name of File:			
New Jersey					
Contractor and/or Subcontractor	Name: King Industries Corporation	I Vegetative	II Construction	III HW	
	Number: 575-336-7906	IV HhHW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor	Name:				
	Number:				
	Email:				
	Address:				
Attached File?		Name of File:			
New Mexico					
Contractor and/or Subcontractor	Name: King Industries Corporation	I Vegetative	II Construction	III HW	
	Number: 575-336-7906	IV HhHW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor	Name:				
	Number:				
	Email:				
	Address:				
Attached File?		Name of File:			
New York					
Contractor and/or Subcontractor	Name: King Industries Corporation	I Vegetative	II Construction	III HW	
	Number: 575-336-7906	IV HhHW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor	Name:				
	Number:				
	Email:				
	Address:				

Attached File?	Name of File:			
North Carolina				
Contractor and/or Subcontractor	Name: King Industries Corporation Number: 575-336-7906 Email: info@king-projects.com Address: PO Box 273 Alto, NM 88312	I Vegetative IV HhHW VII Earth	II Construction V Electronic VIII V&V	III HW VI White IX Putrescent
Contractor and/or Subcontractor	Name: Number: Email: Address:			
North Dakota				
Contractor and/or Subcontractor	Name: King Industries Corporation Number: 575-336-7906 Email: info@king-projects.com Address: PO Box 273 Alto, NM 88312	I Vegetative IV HhHW VII Earth	II Construction V Electronic VIII V&V	III HW VI White IX Putrescent
Contractor and/or Subcontractor	Name: Number: Email: Address:			
Ohio				
Contractor and/or Subcontractor	Name: King Industries Corporation Number: 575-336-7906 Email: info@king-projects.com Address: PO Box 273 Alto, NM 88312	I Vegetative IV HhHW VII Earth	II Construction V Electronic VIII V&V	III HW VI White IX Putrescent
Contractor or Subcontractor Name:	Name: Number: Email: Address:			
Oklahoma				
Contractor and/or Subcontractor	Name: King Industries Corporation Number: 575-336-7906 Email: info@king-projects.com Address: PO Box 273 Alto, NM 88312	I Vegetative IV HhHW VII Earth	II Construction V Electronic VIII V&V	III HW VI White IX Putrescent
Contractor and/or Subcontractor	Name: Number: Email: Address:			
Oregon				
Contractor and/or Subcontractor	Name: King Industries Corporation Number: 575-336-7906 Email: info@king-projects.com Address: PO Box 273 Alto, NM 88312	I Vegetative IV HhHW VII Earth	II Construction V Electronic VIII V&V	III HW VI White IX Putrescent
Contractor and/or Subcontractor	Name: Number: Email: Address:			
Pennsylvania				
Contractor and/or Subcontractor	Name: King Industries Corporation Number: 575-336-7906 Email: info@king-projects.com Address: PO Box 273 Alto, NM 88312	I Vegetative IV HhHW VII Earth	II Construction V Electronic VIII V&V	III HW VI White IX Putrescent
Contractor and/or Subcontractor	Name: Number: Email: Address:			
Rhode Island				
Contractor and/or Subcontractor	Name: King Industries Corporation Number: 575-336-7906 Email: info@king-projects.com Address: PO Box 273 Alto, NM 88312	I Vegetative IV HhHW VII Earth	II Construction V Electronic VIII V&V	III HW VI White IX Putrescent
Contractor and/or Subcontractor	Name: Number: Email: Address:			
South Carolina				
Contractor and/or Subcontractor	Name: King Industries Corporation Number: 575-336-7906 Email: info@king-projects.com Address: PO Box 273 Alto, NM 88312	I Vegetative IV HhHW VII Earth	II Construction V Electronic VIII V&V	III HW VI White IX Putrescent
Contractor and/or Subcontractor	Name: Number: Email: Address:			
South Dakota				
Contractor and/or Subcontractor	Name: King Industries Corporation Number: 575-336-7906	I Vegetative IV HhHW	II Construction V Electronic	III HW VI White

Contractor and/or Subcontractor	Email: info@king-projects.com Address: PO Box 273 Alto, NM 88312	VII Earth	VIII V&V	IX Putrescent	
Contractor and/or Subcontractor	Name: Number: Email: Address:				
Attached File?		Name of File:			
Tennessee					
Contractor and/or Subcontractor	Name: King Industries Corporation Number: 575-336-7906 Email: info@king-projects.com Address: PO Box 273 Alto, NM 88312	I Vegetative	II Construction	III HW	
Contractor and/or Subcontractor	Name: Number: Email: Address:	IV HhHW	V Electronic	VI White	
Attached File?		VII Earth	VIII V&V	IX Putrescent	
Texas					
Contractor and/or Subcontractor	Name: King Industries Corporation Number: 575-336-7906 Email: info@king-projects.com Address: PO Box 273 Alto, NM 88312	I Vegetative	II Construction	III HW	
Contractor and/or Subcontractor	Name: Number: Email: Address:	IV HhHW	V Electronic	VI White	
Attached File?		VII Earth	VIII V&V	IX Putrescent	
Utah					
Contractor and/or Subcontractor	Name: King Industries Corporation Number: 575-336-7906 Email: info@king-projects.com Address: PO Box 273 Alto, NM 88312	I Vegetative	II Construction	III HW	
Contractor and/or Subcontractor	Name: Number: Email: Address:	IV HhHW	V Electronic	VI White	
Attached File?		VII Earth	VIII V&V	IX Putrescent	
Vermont					
Contractor and/or Subcontractor	Name: King Industries Corporation Number: 575-336-7906 Email: info@king-projects.com Address: PO Box 273 Alto, NM 88312	I Vegetative	II Construction	III HW	
Contractor and/or Subcontractor	Name: Number: Email: Address:	IV HhHW	V Electronic	VI White	
Attached File?		VII Earth	VIII V&V	IX Putrescent	
Virginia					
Contractor and/or Subcontractor	Name: King Industries Corporation Number: 575-336-7906 Email: info@king-projects.com Address: PO Box 273 Alto, NM 88312	I Vegetative	II Construction	III HW	
Contractor and/or Subcontractor	Name: Number: Email: Address:	IV HhHW	V Electronic	VI White	
Attached File?		VII Earth	VIII V&V	IX Putrescent	
Washington					
Contractor and/or Subcontractor	Name: King Industries Corporation Number: 575-336-7906 Email: info@king-projects.com Address: PO Box 273 Alto, NM 88312	I Vegetative	II Construction	III HW	
Contractor and/or Subcontractor	Name: Number: Email: Address:	IV HhHW	V Electronic	VI White	
Attached File?		VII Earth	VIII V&V	IX Putrescent	
West Virginia					
Contractor and/or Subcontractor	Name: King Industries Corporation Number: 575-336-7906 Email: info@king-projects.com Address: PO Box 273 Alto, NM 88312	I Vegetative	II Construction	III HW	
Contractor and/or Subcontractor	Name: Number: Email: Address:	IV HhHW	V Electronic	VI White	
Attached File?		VII Earth	VIII V&V	IX Putrescent	
Wisconsin					
Contractor and/or Subcontractor	Name: King Industries Corporation Number: 575-336-7906 Email: info@king-projects.com Address: PO Box 273 Alto, NM 88312	I Vegetative	II Construction	III HW	
Contractor and/or Subcontractor	Name: Number:	IV HhHW	V Electronic	VI White	
Attached File?		VII Earth	VIII V&V	IX Putrescent	

Contractor and/or Subcontractor	Email:				
	Address:				
Attached File?		Name of File:			
Wyoming					
Contractor and/or Subcontractor	Name: King Industries Corporation	I Vegetative	II Construction	III HW	
	Number: 575-336-7906	IV HHWW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor	Name:				
	Number:				
	Email:				
	Address:				
Attached File?		Name of File:			
District of Columbia					
Contractor and/or Subcontractor	Name: King Industries Corporation	I Vegetative	II Construction	III HW	
	Number: 575-336-7906	IV HHWW	V Electronic	VI White	
	Email: info@king-projects.com	VII Earth	VIII V&V	IX Putrescent	
	Address: PO Box 273 Alto, NM 88312				
Contractor and/or Subcontractor	Name:				
	Number:				
	Email:				
	Address:				
Attached File?		Name of File:			

EXHIBIT D: Offeror Response Worksheet			
Mobilization Schedule Sheet			
Instructions - Indicate the most common task or tasks requested in each category of submission to include the estimated time of mobilization (the amount of time for assembly to begin task).			
Categories	Task	Estimated Mobilizations Time (Time of assembly to begin work)	Notes for Consideration:
Category I Vegetative Debris	Notice to Proceed (NTP) Received	Hour 0	Triggers deployment readiness process
	Internal Team Briefing + Krinkle Account Setup	Hour 0-8	Assign roles, devices, user access, and route zones
	Logistics + Equipment Mobilization	Hour 8-16	Secure transport, lodging, fuel, PPE
	Field and Tower Monitor Activation + Krinkle Device Testing	Hour 16-24	Initial teams receive safety and system training
	Field Deployment and Mock Ticketing in Krinkle	Hour 24-36	End-to-end data validation and trial reconciliation
	Tower Monitoring Station Setup + Krinkle Integration	Hour 36-48	Load scales, signage, ticket stations configured
	Full Dashboard and Client Access Activated	Hour 48-60	Enable live report view, client-specific export filters
	Final Ops Check + Go-Live Confirmation	Hour 60-72	All systems greenlighted; live data tracking initiated
Attached File? YES			Name of File: King Industries Mobilization Plan Schedule
Category II Construction and Demolition Debris	Notice to Proceed (NTP) Received	Hour 0	Triggers deployment readiness process
	Internal Team Briefing + Krinkle Account Setup	Hour 0-8	Assign roles, devices, user access, and route zones
	Logistics + Equipment Mobilization	Hour 8-16	Secure transport, lodging, fuel, PPE
	Field and Tower Monitor Activation + Krinkle Device Testing	Hour 16-24	Initial teams receive safety and system training
	Field Deployment and Mock Ticketing in Krinkle	Hour 24-36	End-to-end data validation and trial reconciliation
	Tower Monitoring Station Setup + Krinkle Integration	Hour 36-48	Load scales, signage, ticket stations configured
	Full Dashboard and Client Access Activated	Hour 48-60	Enable live report view, client-specific export filters
	Final Ops Check + Go-Live Confirmation	Hour 60-72	All systems greenlighted; live data tracking initiated
Attached File? YES			Name of File: King Industries Mobilization Plan Schedule
Category III Hazardous Waste	Notice to Proceed (NTP) Received	Hour 0	Triggers deployment readiness process
	Internal Team Briefing + Krinkle Account Setup	Hour 0-8	Assign roles, devices, user access, and route zones
	Logistics + Equipment Mobilization	Hour 8-16	Secure transport, lodging, fuel, PPE
	Field and Tower Monitor Activation + Krinkle Device Testing	Hour 16-24	Initial teams receive safety and system training
	Field Deployment and Mock Ticketing in Krinkle	Hour 24-36	End-to-end data validation and trial reconciliation
	Tower Monitoring Station Setup + Krinkle Integration	Hour 36-48	Load scales, signage, ticket stations configured
	Full Dashboard and Client Access Activated	Hour 48-60	Enable live report view, client-specific export filters
	Final Ops Check + Go-Live Confirmation	Hour 60-72	All systems greenlighted; live data tracking initiated
Attached File? YES			Name of File: King Industries Mobilization Plan Schedule
Category IV Household Hazardous Waste	Notice to Proceed (NTP) Received	Hour 0	Triggers deployment readiness process
	Internal Team Briefing + Krinkle Account Setup	Hour 0-8	Assign roles, devices, user access, and route zones
	Logistics + Equipment Mobilization	Hour 8-16	Secure transport, lodging, fuel, PPE
	Field and Tower Monitor Activation + Krinkle Device Testing	Hour 16-24	Initial teams receive safety and system training
	Field Deployment and Mock Ticketing in Krinkle	Hour 24-36	End-to-end data validation and trial reconciliation
	Tower Monitoring Station Setup + Krinkle Integration	Hour 36-48	Load scales, signage, ticket stations configured
	Full Dashboard and Client Access Activated	Hour 48-60	Enable live report view, client-specific export filters
	Final Ops Check + Go-Live Confirmation	Hour 60-72	All systems greenlighted; live data tracking initiated
Attached File? YES			Name of File: King Industries Mobilization Plan Schedule
Category V Electronic Waste	Notice to Proceed (NTP) Received	Hour 0	Triggers deployment readiness process
	Internal Team Briefing + Krinkle Account Setup	Hour 0-8	Assign roles, devices, user access, and route zones
	Logistics + Equipment Mobilization	Hour 8-16	Secure transport, lodging, fuel, PPE
	Field and Tower Monitor Activation + Krinkle Device Testing	Hour 16-24	Initial teams receive safety and system training
	Field Deployment and Mock Ticketing in Krinkle	Hour 24-36	End-to-end data validation and trial reconciliation
	Tower Monitoring Station Setup + Krinkle Integration	Hour 36-48	Load scales, signage, ticket stations configured
	Full Dashboard and Client Access Activated	Hour 48-60	Enable live report view, client-specific export filters
	Final Ops Check + Go-Live Confirmation	Hour 60-72	All systems greenlighted; live data tracking initiated
Attached File? YES			Name of File: King Industries Mobilization Plan Schedule
Category VI White Goods	Notice to Proceed (NTP) Received	Hour 0	Triggers deployment readiness process
	Internal Team Briefing + Krinkle Account Setup	Hour 0-8	Assign roles, devices, user access, and route zones
	Logistics + Equipment Mobilization	Hour 8-16	Secure transport, lodging, fuel, PPE
	Field and Tower Monitor Activation + Krinkle Device Testing	Hour 16-24	Initial teams receive safety and system training
	Field Deployment and Mock Ticketing in Krinkle	Hour 24-36	End-to-end data validation and trial reconciliation
	Tower Monitoring Station Setup + Krinkle Integration	Hour 36-48	Load scales, signage, ticket stations configured
	Full Dashboard and Client Access Activated	Hour 48-60	Enable live report view, client-specific export filters
	Final Ops Check + Go-Live Confirmation	Hour 60-72	All systems greenlighted; live data tracking initiated
Attached File? YES			Name of File: King Industries Mobilization Plan Schedule
Category VII Soil, Mud and Sand	Notice to Proceed (NTP) Received	Hour 0	Triggers deployment readiness process
	Internal Team Briefing + Krinkle Account Setup	Hour 0-8	Assign roles, devices, user access, and route zones
	Logistics + Equipment Mobilization	Hour 8-16	Secure transport, lodging, fuel, PPE
	Field and Tower Monitor Activation + Krinkle Device Testing	Hour 16-24	Initial teams receive safety and system training
	Field Deployment and Mock Ticketing in Krinkle	Hour 24-36	End-to-end data validation and trial reconciliation
	Tower Monitoring Station Setup + Krinkle Integration	Hour 36-48	Load scales, signage, ticket stations configured
	Full Dashboard and Client Access Activated	Hour 48-60	Enable live report view, client-specific export filters
	Final Ops Check + Go-Live Confirmation	Hour 60-72	All systems greenlighted; live data tracking initiated
Attached File? YES			Name of File: King Industries Mobilization Plan Schedule
Category VIII Vehicles and Vessels	Notice to Proceed (NTP) Received	Hour 0	Triggers deployment readiness process
	Internal Team Briefing + Krinkle Account Setup	Hour 0-8	Assign roles, devices, user access, and route zones
	Logistics + Equipment Mobilization	Hour 8-16	Secure transport, lodging, fuel, PPE
	Field and Tower Monitor Activation + Krinkle Device Testing	Hour 16-24	Initial teams receive safety and system training
	Field Deployment and Mock Ticketing in Krinkle	Hour 24-36	End-to-end data validation and trial reconciliation
	Tower Monitoring Station Setup + Krinkle Integration	Hour 36-48	Load scales, signage, ticket stations configured
	Full Dashboard and Client Access Activated	Hour 48-60	Enable live report view, client-specific export filters
	Final Ops Check + Go-Live Confirmation	Hour 60-72	All systems greenlighted; live data tracking initiated
Attached File? YES			Name of File: King Industries Mobilization Plan Schedule
Category IX Putrescent Debris	Notice to Proceed (NTP) Received	Hour 0	Triggers deployment readiness process
	Internal Team Briefing + Krinkle Account Setup	Hour 0-8	Assign roles, devices, user access, and route zones
	Logistics + Equipment Mobilization	Hour 8-16	Secure transport, lodging, fuel, PPE
	Field and Tower Monitor Activation + Krinkle Device Testing	Hour 16-24	Initial teams receive safety and system training
	Field Deployment and Mock Ticketing in Krinkle	Hour 24-36	End-to-end data validation and trial reconciliation
	Tower Monitoring Station Setup + Krinkle Integration	Hour 36-48	Load scales, signage, ticket stations configured
	Full Dashboard and Client Access Activated	Hour 48-60	Enable live report view, client-specific export filters
	Final Ops Check + Go-Live Confirmation	Hour 60-72	All systems greenlighted; live data tracking initiated
Attached File? YES			Name of File: King Industries Mobilization Plan Schedule
Category X Infectious Waste			

Attached File?			Name of File:
Category XI Chemical, Bio, Radio & Nuclear- Contaminated Debris			
Attached File?			Name of File:
Category XII Value Added Proposals			
Attached File?			Name of File:



EXHIBIT E SCOPE OF WORK

This Request for Proposals (RFP) is being issued by the State of Oklahoma (“Lead State”) in collaboration with the NASPO ValuePoint cooperative purchasing program. The purpose of this RFP is to establish competitive, best value contract(s) for use by participating entities to obtain either emergent or non-emergent services regarding Debris Removal & the independent monitoring thereof. This is a full-services contract to include both services separated into categories of debris type.

This Scope of Work describes the services being sought through this RFP and the Contractor expectations should a Master Agreement result from this RFP. The Scope of Work is intended to provide interested Offerors with sufficient basic information to submit a proposal. It is not intended to limit a proposal's content or exclude any relevant or essential data.

I. OVERVIEW

The goal for the services contemplated here is to develop multiple awards that provide options to public entities in need of Debris Removal and Monitoring Services. Contractor's Proposal in emergency response should have the ability to meet all FEMA crisis criterion when utilized in a time of disaster or declared emergency. Awarded contract(s) are not only for emergency response purposes, however if used with the intent to partner with FEMA, they must meet criteria outlined in 2 C.F.R. §§ 200.317 – 200.327.

- A. **Debris Removal:** Conduct debris removal operations per the terms of the contract and resulting statements of work in accordance with the state or entity Purchasing Agreement.
- B. **Debris Monitoring:** Monitor debris contractor's day-to-day operations to ensure the applicants' expectations and contractual requirements are being met.
- C. **Area of Coverage:** Bidders are not required to offer services to every state or territory, but must respond with Attachment G, listing all requested information regarding the geographical areas of service.

II. MASTER AGREEMENT OBJECTIVES

- A. To obtain best value, and more favorable pricing, than is obtainable by an individual state or local government entity due to the collective volume of potential purchases by numerous state and local government entities.



- B.** To obtain competitive, qualified Contractors in Debris Removal and Monitoring. These services are needed in various situations, emergent, or otherwise. And can could be natural, or creature created anywhere across the nation. In events of declared emergencies, Contractors are expected to comply with all EPA, FEMA, State, and Federal guidelines and regulations The resulting contracts will serve as a platform of contractual relief to participants in urgent times regarding the scope of this RFP. Participants may utilize Contractors outside of a declared emergency if a Contractor has indicated ability, offered pricing, and been awarded in that category.
- C.** When applicable to specific projects, Debris Monitoring contractors should not be employed by or affiliated with the Debris Removal contractors.

III. MASTER AGREEMENT DESCRIPTION

The State of Oklahoma is soliciting Suppliers to be included in competitive, best value contracts for Debris Removal and Monitoring Services. This is a full-service contract to include both debris removal and independent debris removal monitoring services separated into categories of debris type. Offerors may choose to respond to one or multiple categories in the services they provide and shall reflect the area of coverage. The categories for which an Offeror is submitting a response should be clearly identified in their proposal using Attachment G, Offeror Response Worksheet. The categories covered under this solicitation include:

Types Of Debris by Category

CATEGORY I	Vegetative Debris
CATEGORY II	Construction and Demolition Debris
CATEGORY III	Hazardous Waste
CATEGORY IV	Household Hazardous Waste
CATEGORY V	Electronic Waste
CATEGORY VI	White Goods
CATEGORY VII	Soil, Mud and Sand
CATEGORY VIII	Vehicles & Vessels



CATEGORY IX	Putrescent Debris
CATEGORY X	Infectious Waste
CATEGORY XI	Chemical, Biological, Radiological, and Nuclear Contaminated
CATEGORY XII	Value Add

A. Category Definitions:

I. **Category I: Vegetative Debris** may consist of whole trees, tree stumps, branches, tree trunks, and other leafy material.

II. **Category II: Construction and Demolition (C&D)** debris can be defined as damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures.

III. **Category III: Hazardous Waste** is regulated under the Resource Conservation and Recovery Act (RCRA) and contains properties that make it potentially harmful to human health or the environment. In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous waste lists or exhibits at least one of the following four characteristics: Ignitability, Corrosivity, Reactivity, Toxicity.

IV. **Category IV: Household Hazardous Waste (HHW)** refers to hazardous products and materials that are used and disposed of by residential consumers, rather than commercial or industrial consumers. HHW includes, but is not limited to, some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic.

V. **Category V: Electronic Waste (e-waste)** refers to electronics that contain hazardous materials, such as cathode ray tubes. Examples of e-waste include, but are not limited to, computer monitors and televisions, DVD and Blu-Ray players, computer towers, laptops, servers, cellphones, tablets, refrigerators, freezers, light bulbs, lamps, smart lights, batteries and other similar items. Typically, these products contain minerals and chemicals that require specific disposal methods. Contractor must comply with all federal, state, and local regulations and ordinances, and maintain any required certifications.



VI. Category VI: White Goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. Many white goods contain ozone-depleting refrigerants, mercury, or compressor oils that must be removed and processed following environmental protocols and procedures before the white goods can be further processed for disposal and recycling.

VII. Category VII: Soil Mud, and Sand, any soft or fine grade earth sediment

VIII. Category VIII: Vehicles and Vessels are means of transportation, such as Cars, Trucks, Boats.

IX. Category IX: Putrescent Debris is any debris that will decompose or rot, such as animal carcasses and other fleshy organic matter. Handling of putrescent debris must comply with applicable Federal and SLTT requirements.

X. Category X: Infectious Waste is waste capable of causing infections in humans and can include contaminated animal waste, human blood and blood products, medical waste, pathological waste, and discarded sharps (needles, scalpels, or broken medical instruments). Clearance, removal, and disposal of infectious waste may be under the authority of another Federal agency (the Centers for Disease Control and Prevention, EPA, etc.) or applicable state agency.

XI. Category XI: Chemical, Biological, Radiological, and Nuclear (CBRN)-Contaminated debris is any debris contaminated by chemical, biological, radiological, or nuclear materials because of a natural or man-made disaster, such as a weapon of mass destruction event. The clearance, removal, and disposal of CBRN-contaminated debris should be performed in accordance with applicable Federal statutes, regulations, policies, and other guidance documents.

XII. Category XII: Value Added Proposals; Suppliers may propose additional services not otherwise included in the solicitation. Suppliers must describe how these services would add value to the State and meet all other evaluation requirements listed in Attachment C. These additional services must be within the scope of the contract and not otherwise detailed in the other award categories. The State reserves the right to utilize options that are deemed to provide value to the State.

IV. Master Agreement Scope of Service

A. Disaster Debris Removal and Monitoring Services - The selected firms will be expected to provide debris removal or monitoring services to include debris



generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other public, eligible, or designated areas. Specific services may include:

- i. Coordinating daily briefings, work progress, staffing, and other key items with Entities Participating project Lead/ Coordinator.
- ii. Selection and permitting of Temporary Debris Storage and Reduction locations and any other permitting/regulatory issues as necessary.
- iii. Scheduling work for all contractor staff on a daily basis.
- iv. Hiring, scheduling, and managing field staff. Monitoring and managing recovery contractor's operations and making/implementing recommendations to improve efficiency and speed of work.
- v. Assist the Participating Entities point of contact with updates around the project and Statement of Work, responding to public concerns and comments, if requested.
- vi. Work with the Participating Entity to do a comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to the Participating Entity submits for payment processing.
- vii. Tracking and entering load tickets into a database application with GPS coordinates per FEMA requirements.
- viii. Digitization of source documentation (such as load tickets).
- ix. Developing frequent operational reports to keep Participating Entities, Project manager or designee informed of work progress.
- x. Development of maps, GIS applications, etc. as necessary.
- xi. Documenting all debris such as leaners, hangers and stumps before and during removal.

B. Financial, Payroll, and Grant Management

- i. The offeror(s) shall ensure disaster recovery and restoration processes comply with laws, regulations and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.
- ii. Possess the expertise to assist in all disaster-recovery financial reimbursement and reporting processes from FEMA, State or other agency and ensure there are no duplications of submission if varying agencies are involved.
- iii. Possess the expertise to assist with FEMA, State (or other agency) guidelines to capture force account labor eligible expenses accurately for timesheets and project cost accounting and assist in the review of Participating Entity personnel policies to ensure compliance for eligible cost reimbursement.



- iv. Possess the expertise to assist with FEMA, State (or other agency) guidelines to ensure the capture of relevant data related to procured goods and services and provide oversight of contractor's billing to ensure all costs eligible for disaster grant funding are documented and claimed.
- v. Perform periodic review and reconciliation of actual project spending to ensure project costs are accurately captured.
- vi. Ensure documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

C. Information Technology and Data Management

- i. Develop processes to properly collect data and document information as necessary to optimize compliance with FEMA, State, or other agencies; such as a Load Ticket or Load Ticket System. A debris removal load ticket is a critical document used to track and verify the removal of debris. It can be done manually; however, ticket systems are preferred as these tickets are essential for accounting purposes and are often required when applying for FEMA funds.
 - 1. Load tickets are issued at the loading site and filled out at both the loading and unloading sites.
 - 2. They document the weights and volumes of debris collected by contractor vehicles.
 - 3. They serve as accounting forms and are crucial for verifying the amount of debris removed, which is necessary for contractor payments and reimbursement applications.
- ii. No additional cost may be associated with data management plans or tracking software.
- iii. The Offeror represents that it does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument as defined by 52.204-26 Covered Telecommunications Equipment or Services-Representation.

D. Insurance and Other Funding Support

- i. Review and understand Participating Entity Insurance coverage requirements for disaster recovery and restoration processes. Comply with laws, regulations and guidelines as required by FEMA, state or other agencies.

E. Hazard Mitigation Support



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- i. Provide expertise in identifying, developing and evaluating opportunities for the development of hazard mitigation programs to reduce or eliminate risk from future events.
 - ii. Possess the expertise to assist the Participating Entity in preparing relevant documentation and analysis related to hazard mitigation grant programs.
 - iii. Work with the Participating Entities hazard mitigation programs to comply with laws, regulations, and guidelines as required by FEMA, State, or other agencies.

F. Emergency Management Support Services

- i. Provide expertise related to post-disaster recovery.