



REQUEST FOR PROPOSAL

ISSUE DATE: September 14, 2016

RFP #: R-TC-17006

TITLE: On-line Marketplace for the Purchases of Products and Services

Sealed proposals must be received and time stamped prior to 2:00 PM, October 14th, 2016. Offerors are responsible for ensuring that the Purchasing Office receives their proposal submission by the deadline indicated. The time a proposal is received shall be determined by the time stamped by the time clock in the Purchasing Office. **Proposals received after the stated due date and time shall not be considered.**

All questions/requests for information must be submitted in writing, via email to Anthony Crosby, Coordinator, at crosbyae@pwcs.edu. To be assured consideration all questions/requests for information must be received by **September 30, 2016** prior to **4:00 PM**. After reviewing any questions/requests submitted, the PWCS Purchasing Office will issue an addendum to respond to items it deems necessary. Changes to this RFP will be made only by written addendum issued by the PWCS Purchasing Office.

PROPOSALS MAILED SHALL BE SENT DIRECTLY TO:

Prince William County Public Schools
 Attn: Purchasing Office
 Financial Services/Purchasing Room #1500
 RFP #R-TC-17006
 P.O. Box 389
 Manassas, VA 20108

PROPOSALS HAND DELIVERED AND/OR EXPRESS COURIER SERVICES SHALL BE DELIVERED TO:

Prince William County Public Schools
 Attn: Purchasing Office
 RFP #R-TC-17006
 14715 Bristow Road
 Manassas, VA 20112
 Attn: Financial Services/Purchasing Room #1500

Addendum No. ___ Date: _____ Addendum No. ___ Date: _____ Addendum No. ___ Date: _____

Information the offerors deems proprietary is to be included in the proposal in the separate section of the proposal identified and included in (TAB 7) of the proposal response. See Proposal Submission Requirements, Section 6.13 in this RFP for additional information.

Proprietary Information Enclosed: YES NO

All proposed exceptions to this RFP, and any proposed changes to the contract documents or terms and conditions, are to be included in (TAB 8) of the proposal response. See Proposal Submission Requirements Section 6.15 in this RFP for additional information.

Proposed Exceptions to the RFP: YES NO

REQUEST FOR PROPOSALS TITLE PAGE – TWO

In compliance with this RFP and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this RFP. Sign in blue ink and type or print requested information.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to PWCS, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to PWCS, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with PWCS. **My signature confirms that I have read and understand the General Terms and Conditions are a part of any negotiated contract.**

STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER

Under paragraph 18 of the General Terms and Conditions, the Offeror agrees, if this proposal is accepted by PWCS, for such services and/or items, that the Offeror has met the requirements of the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. Any falsification or misrepresentation contained in the statement submitted by Offeror pursuant to Title 13.1 or Title 50 may be cause for debarment by PWCS.

Offeror shall complete the following by checking the appropriate line that applies and provide the required information. Offerors failing to provide the required information indicated below will result in having their proposal not considered for evaluation.

1. ____ Offeror is a Virginia business entity organized and authorized to transact business in the Commonwealth of Virginia by the State Corporation Commission (SCC). The Offeror's current valid identification number issued by the SCC is _____. ***(The SCC number is NOT your federal tax identification number). -OR-***
2. ____ Offeror is a sole proprietor and no SCC number is required. **-OR-**
3. ____ Offeror is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business, any employees, agents, offices, facilities, or inventories in Virginia. This does not account for any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts. It also, does not account for any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from the Offeror's out-of-state location. **Offeror is required to include with this proposal documentation from their legal counsel which accurately and completely states why the Offeror is not required to be so authorized within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. -OR-**
4. ____ Offeror currently has pending before the SCC **an application that was submitted prior to the due date and time of this solicitation** for authority to transact business in the Commonwealth of Virginia and seeks consideration for a waiver to allow the submission of the SCC identification number after the due date for proposals (***PWCS reserves the right to determine in its sole discretion whether to allow such waiver.***)

THIS PROPOSAL IS SUBMITTED BY:

Full Legal Name of Offeror: _____

Mailing Address: _____ Remittance Address (If Different): _____

Phone: (____) _____ Fax: (____) _____

Email Address: _____ Contact Person: _____

Tax Identification (FIN/SSN#): _____

Typed/Printed Name: _____ Signature: _____

Date: _____ (Person signing must be authorized to bind the Offeror in contractual matters)



**COMPETITIVE SOLICITATION
BY PRINCE WILLIAM COUNTY SCHOOLS
FOR
ON-LINE MARKETPLACE FOR THE PURCHASES OF PRODUCTS AND SERVICES
ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES
AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES
GOVERNMENT PURCHASING ALLIANCE
RFP # R-TC-17006**

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE NO.</u>
COVER SHEETS	1
TABLE OF CONTENTS	4
INTRODUCTION: U.S. Communities	5
SECTION 1: Purpose	8
SECTION 2: Background	8
SECTION 3: Contract Administrator	8
SECTION 4: Statement of Needs	9
SECTION 5: Proposed Schedule of Implementation	10
SECTION 6: Proposal Submission Requirements	10
SECTION 7: Criteria for Proposal Evaluation	15
SECTION 8: Method of Award.....	15
SECTION 9: Contract Term & Renewal.....	15
SECTION 10: Special Terms and Conditions	15
SECTION 11: General Terms and Conditions	17
ATTACHMENTS	
Attachment A – Contractor Data Sheet	24
Attachment B – Vendor Information Sheet.....	25
Attachment C – Certificate of Compliance.....	26
Attachment D – Sample Contract Form	27
EXHIBIT A: U.S. COMMUNITIES INFORMATION	
Supplier Qualifications	30
Supplier Worksheet for National Program Consideration	35
New Supplier Implementation Checklist.....	36
Supplier Information.....	37
U.S. Communities Administration Agreement Information.....	41
Administration Agreement.....	42
Master Intergovernmental Cooperative Purchasing Agreement	56
State Notice Addendum	58
FEMA Standard Terms and Conditions Addendum.....	80
Community Development Block Grant Addendum	82

U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein “Lead Public Agencies”). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein “National Sponsors”).

Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each Advisory Board Member is expected to actively participate in product bids and selection, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

[Auburn University, AL](#)
[Beaverton School District, OR](#)
[City and County of Denver, CO](#)
[City of Chicago, IL](#)
[City of El Paso, TX](#)
[City of Houston, TX](#)
[City of Kansas City, MO](#)
[City of Los Angeles, CA](#)
[City of Ocean City, NJ](#)
[City of Seattle, WA](#)
[Cobb County, GA](#)
[Denver Public Schools](#)
[Emory University, GA](#)
[Fairfax County, VA](#)
[Fresno Unified School District, CA](#)

[Great Valley School District, PA](#)
[Harford County Public Schools, MD](#)
[Hennepin County, MN](#)
[Los Angeles County, CA](#)
[Maricopa County, AZ](#)
[Miami-Dade County, FL](#)
[Nassau BOCES, NY](#)
[North Carolina State University, NC](#)
[Onondaga County, NY](#)
[Port of Portland, OR](#)
[Prince William County Schools, VA](#)
[San Diego Unified School District, CA](#)
[State of Iowa, IA](#)
[The School District of Collier County, FL](#)

Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$2 Billion Dollars in products and services annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Prince William County Schools is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached in Exhibit A.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$500 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Prince William County Schools and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide. The Advisory Board in 2015 purchased more than \$168 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above.
- Over 85 State Associations of Counties, Schools and Municipal Leagues.
- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

Marketplace

U.S. Communities has developed an online Marketplace, which gives Participating Public Agencies the ability to purchase from many U.S. Communities contracts directly from our website. The Marketplace makes it easier for Participating Public Agencies to access many contracts through a single login and place

orders using a procurement card, credit card or purchase order. Suppliers have the ability to add their products to the Marketplace at no cost.

Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that response(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

1. **PURPOSE:**

The Purpose and Intent of this Request for Proposal (RFP) is to establish a cooperative contract, or contracts, for an On-line Marketplace for the purchase of the product categories in Section 4.1 for Prince William County Public Schools, Virginia, (herein referred to as “PWCS” or “Lead Public Agency”) on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations (herein “Participating Public Agencies) through sealed proposals from qualified sources to establish term contract, to include delivery, through competitive negotiations in accordance with the statement of needs, terms and conditions stated herein.

1.1. **Objectives**

- 1.1.1. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- 1.1.2. Establish the Master Agreement as the Supplier’s featured offering to Participating Public Agencies;
- 1.1.3. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- 1.1.4. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- 1.1.5. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- 1.1.6. Provide Participating Public Agencies with environmentally responsible products and services.

2. **BACKGROUND:**

Prince William County Public Schools is located in northern Virginia approximately 35 miles southwest of Washington D.C. and 80 miles north of Richmond, Virginia. The County encompasses 348 square miles and stretches from the Potomac River to the Bull Run Mountains.

PWCS enrollment in October 2015, was 87,253 pupils, making it the second largest of 138 school divisions in the Commonwealth of Virginia. The school division is growing at the rate of more than 1,000 students per year. There are currently 58 elementary schools, 16 middle schools, 11 high schools, three special education schools, one special site school, one K-8 school and an Academic Year Governor’s School. Two schools opened in September 2016: Charles J. Colgan Sr. High School in Manassas and Kyle R. Wilson Elementary School in Woodbridge.

3. **CONTRACT ADMINISTRATOR:**

The following employee of PWCS is identified to use all powers under the contract to enforce its faithful performance:

- 3.1. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

Anthony E. Crosby, CPPO, Coordinator, 703-791-8738, crosbyae@pwcs.edu

4. **STATEMENT OF NEEDS:**

This Solicitation is to establish a nationwide purchasing agreement for the acquisition of the following products through a single-source, on-line marketplace. The product category descriptions below are not to be considered restrictive, but rather provide a general, non-inclusive, description of the category. In addition Offerors should include additional product categories under "Miscellaneous/Other" category. Your firm may not have the ability to provide all categories.

The intent is for each Offeror to submit their complete product line so that Participating Public Agencies may order a wide array of products as appropriate for their needs. You may subcontract items your firm does not supply.

4.1. **Product Categories**

Category 1: Office Supplies

Binders and Accessories, Filing and Storage, Calendars and Planners, Basic Supplies, Desk Accessories and Organization, Pens, Pencils and Markers, Business Forms and Record Keeping, Post-it Notes, Labels, Mail, Shipping and Envelopes, Tape, Presentation Boards, Staplers and Staples, Paper Punches, Paper Clips, Binders, Scissors Rubber Bands, All Paper- Copy and Printer, notebooks, Pads, Cash Register and Thermal Rolls, Photo and Presentation Paper, Printer Ink and Toner Cartridges, Office Electronics and all other Office Supplies.

Category 2: Classroom, School, Art Supplies and Materials

Art Supplies, Craft Supplies, Crayons, Paint and Paint Brushes, Ceramics, Pens, Markers and Pencils, Glue and Adhesive, Chalk, Easels, Yarn, fabric, and sewing. All Paper including Art paper, Art Paper Rolls and Construction Paper. Early childhood Products, Building Toys, Games, Learning and Education, Puzzles, Ink and toner Cartridges and all other School Supplies.

Category 3: Home Kitchen, Food and Grocery

Food, Beverages, Snack Food, Cooking & Baking, Small Kitchen Appliances, Artwork, Bath, Bedding, Home and Office Décor, Kitchen & Dining, Storage and Organization, and other related products.

Category 4: Books

Textbooks, K-12 Teaching, Education and Teaching, Professional Certification, Reference and all other books, including distribution of digital content, and other related books and content

Category 5: Musical Instruments

Band and Orchestra, Drums and Percussion, Keyboards, Live Sound and Stage, Strings and other related products and accessories.

Category 6: Audio Visual and Electronics

Television and Audio, Portable Audio equipment and Accessories, Camera and Video equipment, Electronics Accessories, Cell Phones, Game Consoles and other related products and accessories.

Category 7: Higher Education Scientific Equipment and Lab Supplies

General Lab Supplies Consumables and Supplies, Glassware and Plastic ware, Laboratory Instruments, Microscopes, Scales and Balances, Liquid Handling, Chromatography, Lab Chemicals, Spectrophotometers, filtration, safety and lab furniture and other related products and accessories.

Category 8: Clothing

Outerwear, Athletic Wear, Innerwear, Belts, shoes and other related products.

Category 9: Animal Supplies, Equipment and Food

Bedding, Mats, Litter, Crates, Grooming, Boots and Wraps, Health and Medical Supplies, Pumps and filters, Food and Treats and other related products and accessories.

Category 10: Miscellaneous/Other Category

Proposers are encouraged to provide product/service/solution categories that are purchased by public agencies.

4.2. **Pricing Instructions:**

4.2.1. All offerors must provide pricing based on their marketplace model.

4.2.2. Provide offerors proposed shipping methods.

4.3. Offerors are highly encouraged to include in their proposal a description of any significant task not listed in the Scope of Services which they know to be necessary under the proposed contract.

4.4. PWCS may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon. The change must be approved by the Supervisor of Purchasing and a Contract Modification issued by the Purchasing Office to change the contract.

5. **PROPOSED SCHEDULE OF IMPLEMENTATION:**

<u>Date</u>	<u>Schedule of Items</u>
September 14, 2016	Issue Request for Proposals
September 30, 2016	Questions/Inquiries Must Be Submitted By 4:00 PM
October 14, 2016	Proposals Due Prior to 2:00 PM
October 26, 2016	Discussions with Selected Offeror(s)
November 30, 2016	Award Recommendation to School Board
December 1, 2016	Award of Contract

6. **PROPOSAL SUBMISSION REQUIREMENTS:**

6.1. **One (1) complete originals of proposal** (hardcopy, marked as "**Original**").

6.2. **Two (2) copies** of the complete proposal (hardcopy, marked as "**Copy**").

6.3. **Eight (8) copies** of the complete proposal **on USB flash drive.**

- 6.4. **Eight (8) “REDACTED COPIES” (PDF format) on USB flash drive** that reflects the removal of all proprietary items. Said PDF document shall be **clearly marked as “REDACTED COPY.”**
- 6.5. **Two (2) hard copy** that reflects the **removal of all proprietary items.** Said copy shall be **clearly marked as “REDACTED COPY.”**
- 6.6. If there is no proprietary information in the proposal, Offeror must check on page one (1) of the coversheets and the submission of “REDACTED COPIES” is not required.
- 6.7. Submit proposals in sealed envelopes or sealed boxes, and label as indicated below. Offerors are responsible for having their proposal stamped by Purchasing Office staff before the deadline for receipt of proposals. PWCS will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, PWCS will notify the Offerors of the deficiency and request that the appropriate number of copies be delivered by the end of the next two business days. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for PWCS to reject such proposals. Electronic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.
- 6.7.1. Identification of Proposal Envelope/Package: The signed proposal should be returned in a sealed envelope or package, sealed, addressed as directed on the Cover Page, and identified as follows:

From: _____	_____	_____
Name of Offeror	Due Date	Due Time
_____	_____	_____
Street or Box Number	RFP Number	RFP Title
_____	_____	_____
City	State, Zip Code	Contract Administrator

- 6.8. Proposals having any erasures or corrections must be initialed by the Offeror in ink.
- 6.9. Offerors are reminded that changes to the Request for Proposal, in the form of Addenda are often issued. Any Addenda **MUST** be signed and accompany the proposal. Addenda will be available at:
<http://purchasing.departments.pwcs.edu/modules/cms/pages.phtml?pageid=305263&sessionid=0439e8e559fae30a5f5b4861bff2874c&sessionid=0439e8e559fae30a5f5b4861bff2874c>. It is the Offeror’s responsibility to monitor the web page for the most current Addenda.
- 6.10. PWCS will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal.
- 6.11. It is the Offeror’s responsibility to clearly identify and to describe the product categories and products being offered in response to this Request for Proposal.
- 6.12. Use of Information and Documents:
PWCS and its officials, employees and agents will copy and use the response of the Offeror and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a contract. Proposals shall be the property of PWCS. Following award PWCS may be required to allow inspection and copying of documents, and may also use the Offeror’s documents in connection with any resulting contracts with that Offeror. The Offeror is responsible for obtaining any necessary authorizations for all such use of the documents and

information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or information for which the Offeror has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned Offeror agrees to indemnify, defend and hold PWCS, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the Offeror's response.

6.13. Submission of Proprietary Information:

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke these protections upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. **Offerors shall submit, in a separate section of the proposal, any information considered by the Offeror to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary or trade secret information (TAB 8); however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.

6.14. Mandatory Provisions:

Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words "shall" or "must" to identify the contractor's obligations.

6.15. Submission of Proposed Exceptions:

PWCS proposed contract documents and this Request for Proposals contain terms and conditions PWCS favors and intends to use for the resultant contract. **If the Offeror wishes PWCS to consider any changes to these documents, such changes must be submitted as part of the Offeror's proposal.** Any contractor receiving a contract award shall be required to execute a contract in substantial compliance with PWCS standard contract and will be required to furnish all other required contract documents including tax identification or social security number within ten (10) days after receipt of notification that the contract is ready for signature; otherwise, PWCS may award the contract to another Offeror. See Section 6.17, Format and Content of Proposal, for specific instructions regarding the submission and identification of proposed exceptions.

6.16. Format and Content of Proposal:

6.16.1. The proposal should address the items included in the Statement of Needs and in the Criteria for Proposal Evaluation. Proposals should provide straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Each copy of the proposal should be tabbed and submitted in a three ring binder with all documentation in a single volume, if practical. Any material on thumb drives should be in Microsoft Office format. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive.

6.16.2. Offerors should organize their proposals using the following TABBED-SECTION format:

6.16.2.1. Title Sheet (TAB 1)

Furnish the information requested on the **REQUEST FOR PROPOSALS TITLE PAGES (Pages 1 and 2)** of this solicitation and include it as the first two pages of your proposal. The name stated on the Title Sheet, page 2, must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided.

Offerors must specify on the introductory cover sheet if proposal contains trade secrets or proprietary information and if the proposal contains any exceptions to the content and requirements of the RFP.

6.16.2.2. Executive Summary (TAB 2)

Offeror shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the Proposal. This summary shall state the Product Categories in which its Proposal is based.

6.16.2.3. Proposal Profile (TAB 3)

The Offeror shall provide a profile of its organization and all other companies who will be providing products and services through a dealer, distribution or subcontractor arrangement with the Offeror. At a minimum, the Offeror will provide the following information:

- Name of company submitting proposal
- List any company dba's
- Main office address
- If a corporation, when and where incorporated
- Number of years in business
- Total number of employees

6.16.2.4. Project Methodology/Approach (TAB 4)

Offeror shall respond to the Statement of Needs (Section 4). The Offeror shall provide a written narrative describing the ability to meet the requirements set forth herein. Sufficient detail shall be provided to demonstrate the Offeror's understanding, ability and/or willingness to satisfy all specified requirements. Offeror shall provide a detailed description and explanation of products and services offered in response to each Product Category listed in the Statement of Needs, Section 4. Information regarding innovative breakthroughs and any one-of-a-kind programs offered related to the ON-LINE MARKETPLACE FOR THE PURCHASES OF PRODUCTS AND SERVICES is encouraged.

In addition, Offeror shall provide a time line and schedule for completion of this project, highlighting critical points in the process.

6.16.2.5. Supplier Information (TAB 5)

- a. Supplier Qualifications (Ref. pages 30-34): Offeror shall include a narrative of its understanding and acceptance of the Supplier Commitments.
- b. Offeror shall provide a completed and signed Supplier Worksheet for National Program Consideration (Ref. page 35).
- c. Supplier Information (Ref. pages 37-40).

6.16.2.6. References (TAB 6)

The Offeror shall complete the Contractor Data Sheet (**Attachment A**), to include a minimum of three (3) organizations for which the Offeror has provided these products of the same or greater scope within the past three (3) years and can attest to the Offeror's qualifications and ability to perform the services described in the Statement of Needs. Include the business name, address, and name, telephone number, fax number and e-mail address of the contract administrator.

6.16.2.7. Proprietary Information (TAB 7)

Any such information must be submitted under this tab. See Section 6.13 for additional information.

6.16.2.8. Exceptions (TAB 8)

Any exceptions being taken to the RFP must be listed under this tab. See Section 6.15 for additional information.

6.16.2.9. Other Information (TAB 9)

Include other relevant information the Offeror deems necessary to describe its qualifications to provide the services needed to successfully complete work described in the Statement of Needs or which the Offeror deems are relevant to its selection.

Based on the information provided in this Request for Proposals, the Offeror should identify all materials and services expected from PWCS in addition to general assistance.

6.16.2.10 U.S. Communities Administration Agreement, (TAB 10)

6.16.2.11 Attachments B & C (TAB 11)

Attachment B – Completed Vendor Information Form
Attachment C – Certificate of Compliance Form

The Offeror shall provide access to On-line Marketplace via user ID and password or via a hyperlink for use during pricing evaluation. The information must be included in Tab 11 so the Evaluation Committee can access the cost for consideration in the evaluation process.

- 6.17. Oral Presentations/Product Demonstrations: Offerors who submit a proposal in response to this RFP and are ranked among the top, may be required to give an oral presentation/product demonstration of their proposal to PWCS. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Contract Administrator will schedule the time and location of these presentations. Oral presentations/product demonstrations are an option of PWCS and may or may not be conducted.
- 6.18. Withdrawal of Proposals No proposal can be withdrawn after it is filed unless the Offeror makes a request in writing to the PWCS Supervisor of Purchasing prior to the time set for the opening of proposals or unless PWCS fails to award or issue a notice of intent to award the contract within one-hundred twenty (120) days after the date fixed for opening proposals.

7. **CRITERIA FOR PROPOSAL EVALUATION**

<u>Evaluation Criteria</u>	<u>Assigned Weight</u>
Proposed Approach/Methodology/Products and Services	40%
References	5%
Supplier Information/Qualifications/Ability to Perform	35%
Proposed Costs	20%

8. **METHOD OF AWARD**

Following evaluation of the written proposals as submitted, selection shall be made of one or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the evaluation factors involved in the Request for Proposals, including price if so stated in the Request for Proposals. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, PWCS shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror or to multiple offerors should PWCS decide this to be in its best interest. Should PWCS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

9. **CONTRACT TERM & RENEWAL**

- 9.1. The initial term of this contract shall be five years (5) from **the date of award to December 30, 2021**, with the option to renew for three-two (2) year periods, upon mutual written consent of the parties to the contract.

10. **SPECIAL TERMS AND CONDITIONS:**

- 10.1. CERTIFICATE OF COMPLIANCE: By signing and submitting a proposal, the Offeror acknowledges that as a condition of any Contract awarded and prior to Notice of Award, the Contractor must certify that neither the Contractor, any employee of the Contractor, nor any other person who will provide services under the Contract and will have directed.
- 10.2. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by PWCS, whichever is sooner. PWCS, its authorized agents shall have full access to and the right to examine any of said material during said period.

- 10.3. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that PWCS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
- 10.4. EXTRA CHARGES NOT ALLOWED: The proposed prices shall be for the complete delivery ready for PWCS use, and shall include all applicable freight charges; extra charges will not be allowed for delivery to multiple locations.
- 10.5. GENERAL INSURANCE REQUIREMENTS:
- 10.5.1. The Contractor shall provide to the Supervisor of Purchasing a Certificate of Insurance indicating the coverage below prior to the start of any work under the contract and agrees to maintain such insurance until the completion of the contract. The minimum insurance coverage shall be:
- 10.5.2. Workers Compensation - Virginia Statutory Workers Compensation coverage including Virginia benefits and employers liability with limits of \$100,000/\$100,000/\$500,000;
- 10.5.3. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability and, where applicable to the project (as determined by PWCS), Products and Independent Contractors. The general aggregate limit shall apply to this project.
- 10.5.4. PWCS should be named as additional insured on the CONTRACTOR's commercial general liability insurance policies and any excess liability or umbrella excess policies (if applicable). A forty-five (30) day notice of cancellation or non-renewal in writing shall be furnished by the Contractor's insurance carrier(s) or insurance agent(s) to PWCS Purchasing Agent. The insurance certificate shall state contract number and title.
- 10.5.5. Automobile Liability \$1,000,000
- 10.6. WARRANTY: Except as otherwise specified, all materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one (1) year following date of delivery or by manufacturer's warranty, whichever is greater. Should any defect be noted by PWCS, the Purchasing Office will notify the Contractor of such defect or nonconformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to PWCS and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the cost occasioned thereby or obtains an equitable adjustment in the contract price.

SECTION 11

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS (PWCS) GENERAL TERMS AND CONDITIONS (RFP-Revised 2/27/13)

These general terms, conditions and instructions apply to all purchases and are a part of each solicitation and every contract awarded by PWCS, unless otherwise specified in such solicitation or contract. The Purchasing Office is responsible for the purchasing activity of Prince William County Public Schools and its governing body, the Prince William County Public School Board. The term "PWCS" as used herein refers to the contracting entity which is the signatory on the contract and may be either PWCS, or the PWCS School Board, or both. Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals: failure to do so will be at the Offeror's own risk.

These general terms, conditions and instructions are subject to all applicable Federal, State and local statutes, policies, resolutions, and regulations (collectively "laws"), and are to be interpreted so as to be consistent with such laws. In the case of irreducible conflict, these general terms and conditions are preempted by applicable laws.

AUTHORITY

1. The Supervisor of Purchasing has been delegated authority for issuance of request for proposals, modifications, purchase orders and awards approved by and for PWCS. In the discharge of these responsibilities, the Supervisor of Purchasing may be assisted by delegating to Buyers and other Purchasing Office staff. Unless specifically delegated by the Supervisor of Purchasing, no other PWCS officer or employee is authorized to enter into purchase negotiations, change orders, contracts, or in any way obligate PWCS for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void, and PWCS shall not be bound thereby.

CONDITIONS OF OFFERING A PROPOSAL

2. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, PWCS will publicly post such notice on the Purchasing Web site, <http://purchasing.departments.pwcs.edu/>.

3. **DEBARMENT STATUS:** By submitting their proposal, the Offeror certifies that he/she is not currently debarred by the Commonwealth of Virginia or PWCS from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor is the Offeror an agent of any person or entity that is currently so debarred.

4. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposal, the Offeror certifies that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

5. **INCLEMENT WEATHER:** Due to inclement weather conditions, PWCS may elect to close schools and administration offices. The following is an explanation of the policy:

CODE GREEN: All PWCS schools are closed. Administration offices are opened.

CODE RED: All PWCS schools are closed. Administration offices are closed.

5.1. In the event of a delay school opening, all times shall remain as stated in the Request for Proposal.

5.2. In the event that PWCS closes on a CODE GREEN, any optional/mandatory pre-proposal conference and all proposal openings will be held as scheduled.

5.3. In the event that PWCS closes on a CODE RED, any optional/mandatory pre-proposal conference and all proposal openings will be held on the next business day the PWCS experiences a normal opening, a delayed opening, or a school closing on a CODE GREEN, at the time previously scheduled. No exceptions will be made in this matter.

6. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the PWCS Purchasing Office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Purchasing Office. Proposals received in the Purchasing Office after the date and hour designated are **late**, automatically disqualified and will not be considered. **PWCS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-school mail system or delivery by any other means. It is the sole responsibility of the Offeror to ensure that his/her proposal reaches the Purchasing Office by the designated date and hour.**

7. **MANDATORY USE OF PWCS FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal in the format as required by the Request for Proposals may be cause for rejection of the proposal. Modification of or additions to the General and/or Special Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, the Supervisor of Purchasing reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a proposal as non-responsive. As a precondition to its acceptance, PWCS may, in its sole discretion, request that the Offeror withdraw or modify any additions or deletions to the proposal.

8. **OBLIGATIONS OF OFFEROR:** By submitting a proposal, the Offeror covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of misunderstanding or lack of information.

9. **OFFICIAL NOT TO BENEFIT:**

9.1. Each Offeror certifies by signing a proposal that to the best of his/her knowledge no PWCS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter, as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, rescission of the contract, or recovery of the cost of the financial benefit from the contractor, recipient, or both.

9.2. Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received in

connection with the proposal or contract and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, PWCS, as a prerequisite to payment pursuant to the Contractor, or at any time may require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

- 9.3. In the event the Offeror has knowledge of benefits as outline above, this information should be submitted with the proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the Offeror shall address the disclosure of such facts to: Supervisor of Purchasing, Prince William County Public Schools, P.O. Box 389, Manassas, VA 20109. The Request for Proposal number shall be referenced in the disclosure.
10. **PRECEDENCE OF TERMS:** PWCS intends for the Contract Documents to be consistent and they shall be interpreted to be consistent if possible. If the Contract Documents conflict, however, the controlling provision will be the one which appears highest in the following list:

The Notice of Award or Purchase Order/Contract (highest precedence),
Addenda,
Scope of Services
The signed proposal submitted by the Contractor,
Request for Proposal,
Any Special Terms and Conditions,
These General Terms and Conditions (lowest precedence).

11. **QUALIFICATIONS OF OFFERORS:** PWCS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to PWCS all such information and data for this purpose as may be requested. PWCS reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. PWCS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy PWCS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.
12. **VENDOR REGISTRATION:** All vendors desiring to provide goods and/or services to PWCS shall register on-line at <http://purchasing.departments.pwcs.edu>. Failure to register will result in the proposal being non-responsive unless an acceptable reason for the failure to register is approved by the Supervisor of Purchasing.

CONTRACT PROVISIONS

13. **ANTI-DISCRIMINATION:** By submitting their proposal, the Offeror certifies to PWCS that he/she will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act (VPPA). In every contract over \$10,000 the provisions in 13.1 and 13.2 below apply:

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

- 13.1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13.2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

13.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

13.4. The Contractor will include the provisions of 13.1, 13.2 and 13.3 above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

14. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to PWCS all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by PWCS under said contract.
15. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act, and any litigation with respect thereto shall be brought in the courts of Prince William County, Virginia, except to the extent that Federal Court is appropriate. The Contractor shall comply with applicable federal, state and local laws and regulations, and be legally authorized to do business in the Commonwealth of Virginia.
16. **APPROPRIATION OF FUNDS:** All funds for payments by PWCS under this contract are subject to the availability of an annual appropriation for this purpose by PWCS. In the event of non-appropriation of funds by PWCS for the goods or services provided under the contract or substitutes for such good or services which are as advanced or more advanced in their technology, PWCS will terminate the contract, without termination charge or other liability to PWCS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and PWCS shall not be obligated under this contract beyond the date of termination.
17. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of PWCS Supervisor of Purchasing.
18. **AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA:** Any Offeror registered or organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity as described in the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. The proper legal name of the firm or entity, form of the firm (i.e. corporation, limited partnership, etc) and the identification number issued to the Offeror by the State Corporation Commission must be written in the space provided on the proposal submission form and Vendor Information Form. Any Offeror not required to be authorized to transact business in the Commonwealth of Virginia shall include in its proposal a statement/documentation from their legal counsel describing why the Offeror is not required to be registered. Failure of a prospective and/or successful Offeror to provide such documentation shall be grounds for rejection of their proposal. For further information, refer to the Commonwealth of Virginia State Corporation Commission Web site at: www.scc.virginia.gov. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to the VPPA § 2.2-4311.2., Code of Virginia, Title 13.1 or Title 50 may be cause for debarment by PWCS.

19. **BUSINESS LICENSES:** The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Prince William County Code. Information regarding business license requirements is available on the Prince William County website at www.pwcgov.org.
20. **CONTRACT DOCUMENTS/PURCHASE ORDERS:** The Contract entered into by the parties shall consist of the Request for Proposal, the signed proposal submitted by the Contractor, the Notice of Award or Purchase Order/Contract, these General Terms and Conditions and any Special Terms and Conditions, including all modifications thereof, all of which shall be referred to collectively as the Contract Documents. All time limits stated in the Contract Documents are of the essence of the Contract unless stated otherwise. Orders against contracts will be placed with the Contractor on a Purchase Order or Procurement Card.
21. **CONFIDENTIALITY AND RETURN OF RECORDS:**
- 21.1. The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of PWCS' request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Contract Administrator or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Contract Administrator or designee for response. At PWCS' request, the Contractor shall deliver all Records to the Contract Administrator, including "hard copies" of computer records, and at the PWCS request, shall destroy all computer records created as a result of PWCS' request for services under this Contract.
- 21.2. The Contractor agrees to include the provisions of this section as part of any Contract the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.
- 21.3. No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.
22. **COPYRIGHT:**
- 22.1. The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the PWCS all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as PWCS may request to affect such transfer or assignment.
- 22.2. Further, the Contractor agrees that the rights granted to PWCS by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.
- 22.3. The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless the PWCS approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.
23. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees as follows:
- 23.1. Provide a drug-free workplace for the Contractor's employees.
- 23.2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 23.3. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
- 23.4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
24. **EMPLOYEES NOT TO BENEFIT:** No employee of PWCS shall be admitted to any share or part of this contract or to any benefit that may arise therefrom which is not available to the general public.
25. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** In accordance with §2.2-4311.1 of the Code of Virginia, the Contractor acknowledges that it does not, and shall not, during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in The Federal Immigration Reform and Control Act of 1986.
26. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless PWCS, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against PWCS in consequence of the granting of a contract or which may otherwise result therefrom, if the act was caused through negligence, error, omission, or reckless or intentional misconduct (or, in the case of intellectual property rights, by any act done without proper permission) of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against PWCS in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend PWCS as herein provided.
27. **LIABILITY:** The Contractor will not be held responsible for failure to perform the duties and responsibilities imposed by the contract if such failure is due to strikes, fires, riots, rebellion and major forces beyond the control of the Contractor that make performance impossible or illegal, unless otherwise specified in the Contract.
28. **MODIFICATIONS TO THE CONTRACT:** PWCS may, upon mutual agreement with the Contractor, issue written modifications to the scope of services of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$50,000 or 25%, whichever is greater, without the advance written approval of the Prince William County School Board. In making any modification, the resulting increase or decrease in cost for

the modification shall be determined by one of the following methods as selected by the Supervisor of Purchasing:

- 28.1. The written modification shall stipulate the mutually-agreed price for the specific addition to or deletion from the scope of services which shall be added to or deducted from the contract amount.
 - 28.2. The written modification shall stipulate the number of unit quantities added to or deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.
 - 28.3. The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as PWCS may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by PWCS and the Contractor.
29. **NON-DISCRIMINATION OF CONTRACTORS:** Any potential Offeror or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations are also protected from discrimination on the basis of religious character as provided below.
- 29.1. Faith-based organizations may enter into contracts with PWCS on the same basis as any other nongovernmental source may do so without impairing the religious character of such organization and without diminishing the religious freedom of the beneficiaries of assistance provided under such contracts.
 - 29.2. PWCS shall not impose conditions on contracts that restrict the religious character of the faith-based organization, except that money paid to the faith-based organization by or on behalf of PWCS will not be spent for religious worship, instruction, or proselytizing.
 - 29.3. Any faith-based organization awarded a contract by PWCS shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by PWCS.
 - 29.4. Faith-based organizations retain the right to employ persons of a particular religion to perform work connected with the carrying on by such organization of its activities.
 - 29.5. If an award of contract is made to a faith-based organization, and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, PWCS shall offer the individual, within a reasonable period of time after the date of objection, access to equivalent goods, services, or disbursement from an alternative provider.
 - 29.6. Any faith-based organization that is awarded a contract to provide goods, services, or disbursements to individuals shall also provide to such individuals a notice in bold face type that states: "Neither the public body's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider."
30. **PATENTS AND ROYALTIES:** The Contractor covenants to save, defend, keep harmless, and indemnify PWCS and all of its officers, departments, agents and employees (collectively known as "PWCS") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark copyright, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by PWCS. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood without exception that the contract price includes, all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.
31. **PRICE REDUCTION:** If at any time after the date of the proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for proposal on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify PWCS of such reduction by letter. **FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT FOR CAUSE.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by PWCS.
32. **PROJECT STAFF:** PWCS will, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If PWCS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to PWCS in a timely manner and at no additional cost to PWCS. The day-to-day supervision and control of the Contractor's employees shall be the sole responsibility of the Contractor.
33. **RELATIONSHIP TO PWCS:** The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered servants or agents of PWCS. PWCS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents. PWCS will not withhold from the contract payments to the Contractor any federal or state unemployment. PWCS will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by PWCS for its employees.
34. **SMALL AND MINORITY BUSINESS ENTERPRISES:** It is PWCS intent to undertake every effort to increase opportunity for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Contractor agrees to use their best effort to carry out this intent and ensure that Small and Minority Businesses shall have the maximum practicable opportunity to

compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representation by subcontractors regarding their status as small and/or minority business enterprises in lieu of an independent investigation.

35. **SUBCONTRACTS:**

35.1. The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the State in which the work under this contract is to be performed.

35.2. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

35.3. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

35.4. Nothing contained in this contract shall create any contractual relationship between any subcontractor and PWCS.

35.5. PWCS has the right to approve or disapprove the use of any subcontractors being offered by the Contractor.

36. **TERMINATION FOR CAUSE/DEFAULT:** In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, PWCS, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which PWCS may have. Specifically:

36.1. If, through any cause, the Contractor fails to fulfill in a timely and proper manner their obligations under the contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the contract, PWCS shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall at the option of PWCS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

36.2. Notwithstanding the above, the Contractor shall not be relieved of liability to PWCS for damages sustained by PWCS by virtue of any breach of contract by the Contractor. PWCS may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to PWCS from the Contractor is determined.

37. **TERMINATION FOR CONVENIENCE:** PWCS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Supervisor of Purchasing determines that such a termination is in the best interest of PWCS. Any such termination shall be effected by delivery to the Contractor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed

service, but no amount shall be allowed for anticipated profit on unperformed services.

38. **USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:**

38.1. Offerors are advised that all resultant contracts will be extended, with the authorization of the Offeror, to Northern Virginia Metropolitan Washington Council of Governments jurisdictions and other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor must deal directly with that jurisdiction or political subdivision concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. PWCS acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your proposal.

38.2. It is the awarded vendor's responsibility to notify the jurisdictions and political subdivision of the availability of the contract.

38.3. Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

38.4. PWCS shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

39. **VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Any inspection of procurement transaction records under this provision shall be subject to reasonable restrictions to ensure the security and integrity of the records.

39.1. Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.

39.2. Proposal records shall be open to the public only after award.

39.3. Any offeror who responds to an RFP shall be afforded the opportunity to inspect proposal records upon request within a reasonable time after the evaluation and negotiation of proposals are complete but prior to award, except in the event PWCS decides not to accept any of the proposals and to resolicit.

39.4. Trade secrets or proprietary information submitted by any offeror or Contractor in connection with a procurement transaction or prequalification application shall not be subject to public disclosure under the Virginia Freedom of Information Act if the offeror or Contractor invokes the protection of Virginia Code section 2.2-4342 F. in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected, and states the reasons why protection is necessary. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.

- 39.5. Nothing contained in this section shall be construed to require PWCS to furnish a statement of the reason(s) why a particular offer was not deemed to be the most advantageous to PWCS.
40. **INVOICES:** Invoices for goods and/or services ordered, delivered and accepted shall be submitted in duplicate by the Contractor(s) directly to the payment address shown on the purchase order/contract. **All invoices shall reference said purchase order/contract number and shall be in the same legal name of the Contractor as indicated on the Contract.**
41. **PAYMENT TERMS:**
- 41.1. The Contractor shall be paid on the basis of invoices submitted, to be paid net thirty (30) days from receipt and approval by an authorized PWCS official. Payment shall be made after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly completed invoice. PWCS reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.
- 41.2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.
42. **PAYMENT TO SUBCONTRACTORS:**
- 42.1. A Contractor awarded a contract under this solicitation is hereby obligated to:
- 42.1.1. Pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from PWCS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or,
- 42.1.2. Notify PWCS and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.
- 42.2. Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from PWCS except for amounts withheld as stated in the paragraph above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. This obligation to pay interest is not an obligation of PWCS, and no contract modification will be made for the purpose of providing reimbursement of the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.
- 42.3. The provisions of 42.1 through 42.3 apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of PWCS or any participating jurisdiction.
43. **TAX EXEMPTION:** PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Offeror may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by PWCS. PWCS Federal Excise Tax Exemption number is 54-6001533. A copy of PWCS Sales and Use Tax Certificate Exemption is posted on the PWCS Web site at <http://purchasing.departments.pwcs.edu/>.
44. **ACCEPTANCE OF OFFERS BINDING 120 DAYS:** Unless otherwise specified in the RFP, all formal offers submitted shall be binding one-hundred and twenty (120) calendar days following proposal opening date, unless extended by mutual consent of all parties.
45. **ARBITRATION:** It is expressly agreed that nothing under the contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the contract documents.
46. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by PWCS, whichever is sooner. PWCS and its authorized agents shall have full access to and the right to examine any of said material during said period.
47. **CONTRACTUAL DISPUTES:** Any dispute concerning a question of fact including claims for money or other relief as a result of a contract with PWCS which is not disposed of by agreement shall be declared by the Supervisor of Purchasing, who shall reduce a decision to writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. The decision of the Supervisor of Purchasing shall be final and conclusive unless the Contractor appeals within ten (10) days of receipt of the written decision. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, as a condition precedent to consideration of the claim, the Contractor must give written notice of the intention to file such a claim at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment.
48. **EXHAUSTION OF ADMINISTRATIVE REMEDIES:** No potential Offeror or Contractor shall institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and until all statutory requirements have been met.
49. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Offeror may protest the award or decision to award a contract by submitting a protest in writing to the Supervisor of Purchasing no later than ten (10) calendar days after public notice of the award or the announcement of the decision to award, whichever occurs first. Any potential offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten (10) calendar days after posting or publication of the notice of such contract. The written protest shall include the basis for the protest and the relief sought. The Supervisor of Purchasing shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for the action taken.
- 49.1. If, prior to award, it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Supervisor of Purchasing shall cancel the proposed award or revise it to comply with the law. If, after award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by PWCS. Where the award has been made and performance has begun, the Supervisor of Purchasing may declare the contract void upon a finding that this action is in the best interest of PWCS. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

OFFEROR/CONTRACTOR REMEDIES

- 49.2. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.
- 49.3. An award need not be delayed for the period allowed an Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the offer would expire.
50. **SEVERABILITY:** The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Contract.

Solicitation #R-TC-17006

CONTRACTOR DATA SHEET

1. **QUALIFICATION OF OFFEROR:** The Offeror shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time the Offeror has been in business providing the goods/services in this solicitation: _____ Years _____ Months.
3. **REFERENCES:** Offerors shall provide a listing of at least three (3) references for which the company has provided specified goods/services of the same or greater scope within the past three (3) years. **PWCS cannot be a reference.**

1.	Customer Name: _____	Contact Name: _____	Contact Title: _____
Address: _____ _____			Phone No. _____
E-mail: _____			Fax No. _____
2.	Customer Name: _____	Contact Name: _____	Contact Title: _____
Address: _____ _____			Phone No. _____
E-mail: _____			Fax No. _____
3.	Customer Name: _____	Contact Name: _____	Contact Title: _____
Address: _____ _____			Phone No. _____
E-mail: _____			Fax No. _____

**PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
Purchasing Office**

VENDOR INFORMATION FORM

The following vendor information is required with all RFP responses along with a completed and signed W-9 form:

Ordering/Purchase Order Submission:

Legal Business Name: _____

D/B/A: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Email: _____

Tax ID#: _____

Remittance: Check box if same as above

Legal Business Name: _____

Address: _____

City, State, Zip: _____

Contact Information:

Name: _____

Title: _____

Phone: _____ Fax: _____

E-mail Address: _____

**Attention Vendors: Visit the PWCS Purchasing Office website at
<http://purchasing.departments.pwcs.edu> to:**

**Register on-line (Click on "Vendor Registration")
Obtain a W-9 form and instructions**



Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

®

CERTIFICATE OF COMPLIANCE

Code of Virginia §22.1-296.1

As a condition of contract award, Contractor/Vendor providing contracted services requiring direct contact with students on school property during regular school hours or school-sponsored activities/programs shall execute this document certifying that neither the Contractor nor any employee of the Contractor has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. This certification shall be binding upon the Contractor and their employees providing services throughout the term of the contract or purchase order, including any extensions or renewals.

Contractor/Vendor acknowledges that, pursuant to the *Code of Virginia §22.1-296.1 (A)*, any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.

Company Name

#R-TC-17006

Solicitation #

Company Address

Company Phone Number

Print Name of Authorized Representative

Authorized Representative Title

Authorized Representative Signature

Date



CONTRACT

CONTRACT NUMBER:

This Contract entered into this _____ day of _____ by, **VENDOR NAME AND ADDRESS** hereinafter referred to as the "Contractor" and **Prince William County School Board, P.O. Box 389, Manassas, VA 20108**, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".

WITNESSETH that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **SCOPE OF CONTRACT:** Contractor shall provide all necessary parts, labor, tools, materials, equipment and resources as may be required for _____ in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.

2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
 - 2.1. This signed Contract document.
 - 2.2. PWCS Request for Proposals (list all addendums)
 - 2.3. Contractor's proposal response dated _____.

3. **CONTRACT TERM AND RENEWAL:**
 - 3.1. The initial term of this contract shall be from the date of award to __, 20XX, with the option to renew for four additional one-year periods, one year at a time, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.

 - 3.2. For future contract renewal periods, price increases shall not exceed the percentage increase/decrease in the Consumer Price Index, Table 1 (<http://stats.bls.gov/news.release/cpi.t0.htm>), Urban Consumers (CPI-U), U. S. City Average, All Items, Unadjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract period prior to the proposed contract period.
 - 3.2.1 At the time of the contract renewal, if costs to Prince William County Schools (PWCS) are restricted by the current percentage increase/decrease of the CPI-U for the latest twelve months, any unusual circumstances that could not have been foreseen by Contractor occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, the Contractor may

request adjustments to the costs to PWCS beyond the current CPI-U cap to reflect the circumstances. *The circumstances must be beyond the control of the Contractor and fully documented.*

3.2.1.1 Documentation for pricing increases above the CPI-U cap must be provided as follows:

3.2.1.1.1 For items, documentation supporting the increased costs must be provided by the manufacturer on their letterhead.

3.2.1.1.2. For services, the Contractor must provide documentation of the circumstances causing the increased costs, including substantial proof supporting the claims made, to warrant any price increases.

3.2.1.2 After reviewing the documentation provided, the Supervisor of Purchasing, may accept the increased costs or refuse them if they are considered to be excessive.

3.2.1.2.1. If the Supervisor of Purchasing does not accept the increased costs and PWCS originally awarded multiple contracts for these items/services, PWCS reserves the right to obtain prices for the affected items/services from the other vendors who were awarded a contract and, if the prices are considered to be fair and reasonable, award the items/services to the contractor(s) with the lowest price that meets the contract requirements.

3.2.1.2.2. Alternatively, at its own discretion, PWCS may revise the contract requirements and issue a new solicitation.

4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER:** The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:

4.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

4.2. PROJECT MANAGER: The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:

5. **TIME OF PERFORMANCE:**

6. **PRICING:**

7. **PAYMENT TERMS:**

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:

Authorized Signature

Type Name

Title

Date

PURCHASING AGENCY:

Authorized Signature

Jim Totty, CPPO, C.P.M.

Type Name

Supervisor of Purchasing

Title

Date

EXHIBIT A
U.S. COMMUNITIES INFORMATION

SUPPLIER QUALIFICATIONS

SUPPLIERS

Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management

fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering

the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in the Administration Agreement, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) Economy Commitment. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) Sales Commitment. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

- (A) A dedicated U.S. Communities internet web-based homepage containing:
 - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
 - (2) Copy of original procurement solicitation;
 - (3) Copy of Master Agreement including any amendments;
 - (4) Summary of Products and Services pricing;
 - (5) Electronic link to U.S. Communities' online registration page; and
 - (6) Other promotional material as requested by U.S. Communities.
- (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

- A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?
YES____ NO____
- B. Does your company have the ability to provide service to any Participating Public Agencies in at least 35 states, and the ability to deliver service in Alaska and Hawaii?
YES____ *NO____
(*If no, identify the states where you have the ability to provide service to Participating Public Agencies.)
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES____ *NO____
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)
- D. Check which applies for your company sales last year in the United States:
____ Sales between \$0 and \$25,000,000
____ Sales between \$25,000,001 and \$50,000,000
____ Sales between \$50,000,001 and \$100,000,000
____ Sales greater than \$100,000,001
- E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?
YES____ NO____
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES____ NO____
- G. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES____ NO____
- H. Will your company commit to the following program implementation schedule?
YES____ NO____
- I. Will the U.S. Communities program contract be your featured public offering to Participating Public Agencies?
YES____ NO____
-

Submitted by: _____


(Printed Name)

(Signature)

(Title)

(Date)

NEW SUPPLIER IMPLEMENTATION CHECKLIST

 New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call Initial Kick Off Call to discuss expectations Establish initial contact people & roles/responsibilities Supplier Log-In Credentials established	One Week
2. Executed Legal Documents U.S. Communities Admin Agreement Lead Public Agency agreement signed	One Week
3. Program Contact Requirements Supplier contacts communicated to U.S. Communities Staff Dedicated email Dedicated toll free number Dedicated fax number	One Week
4. Second Conference Call Set Contract Launch Date & Outline Kick Off Plan Establish WebEx Training Dates Review Contract Commitments Complete Supplier Set Up Form Complete User Account and User ID Form Identify Dates for Senior Management Meeting	Two Weeks
5. Marketing Kick Off Call Overview of Marketing Requirements Establish Timeline for Marketing Deliverables Set Weekly Marketing Call	Two Weeks
6. Initial NAM & Staff Training Meetings Discuss expectations, roles & responsibilities Introduce and review web-based tools Review process & expectations of Lead Referral contact with NAM & identified LRC	Three Weeks
7. Senior Management Meeting Implementation Process Progress Report U.S. Communities & Vendor Organizational Overview Supplier Manager to review & further discuss commitments	Four Weeks
8. Review Top Joint Target Opportunities Top 10 Local Contracts Review top U.S. Communities PPA's	Five Weeks
9. Web Development Initiate IT contact Initiate E-Commerce Conversation Product Upload to U.S. Communities site	Two Weeks Two Weeks Five Weeks
10. Sales Training & Roll Out Program Manager briefing - Coordinate with NAM Initial remote WebEx training for all sales - Coordinate with NAM Initiate contact with Advisory Board (AB) members Determine PM & Local Metro teams strategy sessions	Five Weeks Three Weeks Six Weeks Six Weeks

SUPPLIER INFORMATION SECTION

Please respond to the following requests for information about your company:

Company

1. Provide the total number and location of sales persons employed by your company in the United States;

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	Tucson	AZ
10	Los Angeles	CA
12	San Francisco	CA
6	San Diego	CA
5	Sacramento	CA
3	Fresno	CA
	Etc.	Etc.
Total: 366		

2. Number and location of distribution outlets in the United States (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales for 2013, 2014 and 2015 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013 2014 AND 2015			
Segment	2013	2014	2015
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.

SUPPLIER INFORMATION SECTION

Distribution

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify other companies that will be involved in processing, handling or shipping the Product to the end user.
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
5. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Marketing

1. Outline your company's plan for marketing the Products to State and local government agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the Featured offering to Participating Public Agencies.
4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement.

Products, Services and Solutions

1. Provide a description of the Products and Solutions to be provided by the major product categories set forth in Statement of Needs of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. State your normal delivery time (in days) and any options for expediting delivery.
3. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?
4. State restocking fees and procedures for returning products.

SUPPLIER INFORMATION SECTION

5. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
6. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current.

Quality

1. Describe your company's quality control processes.
2. Describe your problem escalation process.
3. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?
4. Describe any anticipated issues in servicing Participating Public Agencies and how you plan to manage these issues.
5. Describe and provide any product or service warranties.

Administration

1. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
2. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.
3. Describe your company's ecommerce capabilities, including details about your ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). Please detail where you have integrated with a public agency's ERP (PeopleSoft, Lawson, Oracle, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.
4. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information and annual volume.
5. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency.
6. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.

SUPPLIER INFORMATION SECTION

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

National Staffing Plan

1. A staffing plan is required which describes the Offeror's proposed staff distribution to implement and manage this contract throughout the term of the contract. At a minimum, this plan should include the following:
 - a. Identify the key personnel who will lead and support the implementation period of the contract outlined in the New Supplier Implementation Checklist along with the amount of time to be devoted to implementation;
 - b. Identify the key personnel who are to be engaged in this contract throughout the term of the contract and their relationship to the contracting organization;
2. Provide an organizational chart of your company.
3. Submit the resumes of the below personnel:
 - a. The person your company proposes to serve as the National Accounts Manager,
 - b. Key executive personnel that will be supporting the program.

Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

SUPPLIER INFORMATION SECTION

U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION

The Supplier is required to execute the U.S. Communities Administration Agreement (attached hereto in Exhibit A) prior to the award of the U.S. Communities contract. The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (“Agreement”) is made as of _____, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE (“U.S. Communities”) and _____ (“Supplier”).

RECITALS

WHEREAS, _____ (“Lead Public Agency”) has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the “Master Agreement”) for the purchase of _____ (the “Products and Services”);

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a “Public Agency” and collectively, “Public Agencies”) may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a “Participating Public Agency”;

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, “U.S. Communities Government Purchasing Alliance” is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

ADMINISTRATION AGREEMENT

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

2.1 This Agreement is effective as of _____ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

ADMINISTRATION AGREEMENT

(a) **Marketing.** U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the “Founding Co-Sponsors”) and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier’s marketing efforts through meetings with Public Agencies, participation in key events and tradeshow and other marketing activity such as advertising, articles and promotional campaigns.

(b) **Training and Knowledge Management Support.** U.S. Communities shall provide support for the education, training and engagement of Supplier’s sales force as provided herein. Through its staff (each, a “Program Manager” and collectively, the “Program Managers”), U.S. Communities shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities’ private intranet website which provides presentations, documents and information to assist Supplier’s sales force in effectively promoting the Master Agreement.

3.3 **Supplier’s Representations and Covenants.** Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as “Supplier’s Commitments” and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier’s primary contractual offering of Products and Services to Public Agencies. All of Supplier’s direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier’s primary offering and not just one of Supplier’s contract options.

(ii) Supplier’s sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier’s senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier’s Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency

ADMINISTRATION AGREEMENT

registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

ADMINISTRATION AGREEMENT

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) Economy Commitment. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) Sales Commitment. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's

ADMINISTRATION AGREEMENT

sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

ADMINISTRATION AGREEMENT

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

ADMINISTRATION AGREEMENT

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to

ADMINISTRATION AGREEMENT

resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) U.S. Communities Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI

MISCELLANEOUS

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

6.3 Assignment.

ADMINISTRATION AGREEMENT

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.4 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:	U.S. Communities 2999 Oak Road, Suite 710 Walnut Creek, California 94597 Attn: Program Manager Administration
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Supplier:	_____ _____ _____ _____ Attn: U.S. Communities Program Manager
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6.5 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.6 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.8 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from

ADMINISTRATION AGREEMENT

seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.10 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[Remainder of Page Intentionally Left Blank – Signatures Follow]

ADMINISTRATION AGREEMENT

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

By _____

Name: _____

Title: _____

ADMINISTRATION AGREEMENT

ATTACHMENT A

MASTER AGREEMENT

(Prince William County Schools Master Agreement/Contract to be attached at time of award.)

ADMINISTRATION AGREEMENT

ATTACHMENT B

SALES REPORT FORMAT

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2012	2	5	318.00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.00
SALES REPORT DATA FORMAT													
Column Name	Required	Data Type	Length	Example	Comment								
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.								
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below								
Account No.	Optional	Text	25 max		Depends on supplier account no.								
Agency Name	Yes	Text	255 max		Los Angeles County								
Dept Name	Optional	Text	255 max		Purchasing Dept								
Address	Yes	Text	255 max										
City	Yes	Text	255 max	Los Angeles	Must be a valid City name								
State	Yes	Text	2	CA									
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code								
Agency Type	Yes	Number	2	30	See Agency Type Table Below								
Year	Yes	Number	4	2010									
Qtr	Yes	Number	1	4									
Month	Yes	Number	2	12									
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas								
Agency Type Table													
Agency Type ID	Agency Type Description												
10	K-12												
11	Community College												
12	College and University												
20	City												
21	City Special District												
22	Consolidated City/County												
30	County												
31	County Special District												
40	Federal												
41	Crown Corporations												
50	Housing Authority												
80	State Agency												
81	Independent Special District												
82	Non-Profit												
84	Other												

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

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

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services.
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

STATE NOTICE ADDENDUM

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

Nationwide:

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

Other states:

State of Oregon, State of Hawaii, State of Louisiana, State of Washington

<u>Hawaii Agencies</u>	Silver Dolphin Bistro
<u>College and University</u>	US Navy
ARGOSY UNIVERSITY	K-12
BRIGHAM YOUNG UNIVERSITY - HAWAII	CONGREGATION OF CHRISTIAN BROTHERS OF HI
CHAMINADE UNIVERSITY OF HONOLULU	EMMANUAL LUTHERAN SCHOOL
HAWAII PACIFIC UNIVERSITY	HANAHAU`OLI SCHOOL
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	HAWAII TECHNOLOGY ACADEMY
University Clinical Research and Association	ISLAND SCHOOL
UNIVERSITY OF HAWAII AT MANOA	Kailua High School
University of the Nations	KAMEHAMEHA SCHOOLS
<u>Community College</u>	KE KULA O S. M. KAMAKAU
COLLEGE OF THE MARSHALL ISLANDS	KIHEI CHARTER SCHOOL
Honolulu Community College	Malama Honua Public Charter School
<u>Consolidated City/County</u>	MARYKNOLL SCHOOL
CITY AND COUNTY OF HONOLULU	Our Savior Lutheran School
Lanai Youth Center	PACIFIC BUDDHIST ACADEMY
<u>County</u>	School Lunch Program
BOARD OF WATER SUPPLY	ST JOHN THE BAPTIST
COUNTY OF MAUI	STATE OF HAWAII, DEPT. OF EDUCATION
Honolulu Fire Department	Waimanalo Elementary and Intermediate School
Kauai County Council	<u>Non-Profit</u>
MAUI COUNTY COUNCIL	ALOHOLIC REHABILITATION SVS OF HI
<u>Federal</u>	Aloha United Way
84th Engineer Battalion	ALOHACARE
Commander, Navy Region Hawaii	AMERICAN LUNG ASSOCIATION
Defense Information System Agency	AOAO Royal Capitol Plaza
Department of Veterans Affairs	ASSOSIATION OF OWNERS OF KUKUI PLAZA

BISHOP MUSEUM	MAUI FAMILY YMCA
BUILDING INDUSTRY ASSOCIATION OF HAWAII	Maui High Band Booster Club
Chamber of Commerce Hawaii	NA HALE O MAUI
Child and Family Service	NA LEI ALOHA FOUNDATION
Community Empowerment Resources	Naalehu Assembly of God
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST ISLAND HAWAII	State and West Island Hospitality Association
EAH, INC.	NETWORK ENTERPRISES, INC.
EASTER SEALS HAWAII	One Kalakaua
First United Methodist Church	ORI ANUENUE HALE, INC.
GOODWILL INDUSTRIES OF HAWAII, INC.	outrigger canoe club
HABITAT FOR HUMANITY MAUI	PARTNERS IN DEVELOPMENT FOUNDATION
HALE MAHAOLU	Pohaha I Ka Lani
HAROLD K.L. CASTLE FOUNDATION	POLYNESIAN CULTURAL CENTER
Hawaii Area Committee	PUNAHOU SCHOOL
Hawaii Baptist Academy	Puu Heleakala Community Association
Hawaii Carpenters Market Recovery Program Fund	READ TO ME INTERNATIONAL FOUNDATION
HAWAII EMPLOYERS COUNCIL	Saint Louis School
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	ST. THERESA CHURCH
Hawaii Health Connector	St. Theresa School
Hawaii Island Humane Society	Tri-Isle RC&D
Hawaii Peace and Justice	Tri-Isle Resource Conservation and Development
HAWAII STATE FCU	Tutu and Me Traveling Preschool
Homewise Inc.	UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
HONOLULU HABITAT FOR HUMANITY	W. M. KECK OBSERVATORY
International Archaeological Research Institute, Inc.	WAIANAE COMMUNITY OUTREACH
IUPAT, DISTRICT COUNCIL 50	WAILUKU FEDERAL CREDIT UNION
Kailua Racquet Club, Ltd.	West Maui Community Federal Credit Union
Kama'aina Care Inc	Western Pacific Fisheries Council
Kauai Youth Basketball Association	YMCA OF HONOLULU
Kipuka o Ke Ola	Other
Kroc Center Hawaii	Angels at Play Preschool & Kindergarten
Kumpang Lanai	E Malama In Keiki O Lanai
Kumulani Chapel	FAMILY SUPPORT SERVICES OF WEST HAWAII
Kupu	Hawaii Information Consortium
Lanai Community Health Center	Keawala'i Congregational Church
Lanai Federal Credit Union	Lanai Community Hospital
LANAKILA REHABILITATION CENTER INC.	Leeward Community Church
LEEWARD HABITAT FOR HUMANITY	Queen Emma Gardens AOA
MARINE SURF WAIKIKI, INC.	Ricoh
MAUI COUNTY FCU	ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII
MAUI ECONOMIC DEVELOPMENT BOARD	State Agency
MAUI ECONOMIC OPPORTUNITY, INC.	ADMIN. SERVICES OFFICE

DOT Airports Division Hilo International Airport	City of Cornelius, OR
HAWAII AGRICULTURE RESEARCH CENTER	CITY OF CORVALLIS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY	City of Corvallis Parks and Recreation
HAWAII HEALTH SYSTEMS CORPORATION	CITY OF COTTAGE GROVE
Judiciary - State of Hawaii	CITY OF CRESWELL
Office of the Governor	CITY OF DALLAS
SOH- JUDICIARY CONTRACTS AND PURCH	CITY OF DAMASCUS
STATE DEPARTMENT OF DEFENSE	City of Dayton
STATE OF HAWAII	City of Donald
Third Judicial Circuit - State of Hawaii	CITY OF DUNDEE

Oregon Agencies

City

Albany Police Department	CITY OF ESTACADA
Brookings Fire / Rescue	CITY OF EUGENE
CEDAR MILL COMMUNITY LIBRARY	CITY OF FAIRVIEW
City Govrnment	CITY OF FALLS CITY
CITY OF ADAIR VILLAGE	City of Florence
CITY OF ALBANY	City of Forest Grove
CITY OF ASHLAND	CITY OF GATES
CITY OF ASTORIA OREGON	CITY OF GEARHART
City of Astoria Parks Dept.	CITY OF GERVAIS
CITY OF AUMSVILLE	CITY OF GOLD HILL
CITY OF AURORA	CITY OF GRANTS PASS
City of Baker City	CITY OF GRESHAM
CITY OF BEAVERTON	CITY OF HALSEY
City Of Bend	CITY OF HAPPY VALLEY
CITY OF BOARDMAN	City of Harrisburg
CITY OF BURNS	CITY OF HEPPNER
CITY OF CANBY	CITY OF HILLSBORO
CITY OF CANNON BEACH OR	CITY OF HOOD RIVER
CITY OF CANYONVILLE	City of Independence
City of Carlton	CITY OF JOHN DAY
City of Cascade Locks	City of junction city
City of Central Point Parks and Recreation	CITY OF KLAMATH FALLS
CITY OF CENTRAL POINT POLICE DEPARTMENT	CITY OF LA GRANDE
CITY OF CLATSKANIE	CITY OF LAKE OSWEGO
CITY OF COBURG	CITY OF LAKESIDE
City of Columbia City	CITY OF LEBANON
CITY OF CONDON	CITY OF LINCOLN CITY
CITY OF COOS BAY	CITY OF MALIN
City Of Coquille	CITY OF MCMINNVILLE
	CITY OF MEDFORD

CITY OF MILL CITY
CITY OF MILLERSBURG
City of Milton-Freewater
CITY OF MILWAUKIE
City Of Molalla
City of Monmouth
City of Monmouth / Public Works
CITY OF MORO
CITY OF MOSIER
City of Mt. Angel
City of Nehalem
CITY OF NEWBERG
City Of North Bend
CITY OF NORTH PLAINS
City of North Powder
City of Ontario
CITY OF OREGON CITY
City of Pendleton Convention Center
City of Pendleton Parks & Recreation
City of Philomath
CITY OF PHOENIX
CITY OF PILOT ROCK
CITY OF PORT ORFORD
CITY OF PORTLAND
City of Portland Parks Bureau
CITY OF POWERS
CITY OF PRAIRIE CITY
CITY OF REDMOND
CITY OF REEDSPORT
City of Richland
CITY OF RIDDLE
CITY OF SALEM
CITY OF SANDY
CITY OF SCAPPOOSE
CITY OF SCIO
CITY OF SEASIDE
CITY OF SHADY COVE
City of Sheridan
CITY OF SHERWOOD
CITY OF SILVERTON
CITY OF SPRINGFIELD
City of St. Helens

CITY OF ST. PAUL
CITY OF STAYTON
City of Sublimity
CITY OF SWEETHOME
CITY OF THE DALLES
CITY OF TIGARD, OREGON
City of Troutdale
CITY OF TUALATIN, OREGON
City of Union
City of Veneta
CITY OF WARRENTON
CITY OF WEST LINN/PARKS
CITY OF WILSONVILLE
CITY OF WINSTON
CITY OF WOOD VILLAGE
CITY OF WOODBURN
CITY OF YACHATS
City of Yoncalla
CLACKAMAS FIRE DIST#1
Columbia Gorge Community
Cove City Hall
DESCHUTES PUBLIC LIBRARY
FLORENCE AREA CHAMBER OF COMMERCE
Florence Police Department
Gearhart Fire Department
Gladstone Public Library
Gresham Police Department
Hermiston Fire & Emergency Svcs
KEIZER POLICE DEPARTMENT
La Grande Police Department
LEAGUE OF OREGON CITIES
Long Creek School District
McMinnville Police Department
McMinnville Water & Light
METRO
North Lincoln Fire & Rescue #1
NW PORTLAND INDIAN HEALTH BOARD
PORTLAND DEVELOPMENT COMMISSION
Portland Patrol Services
RAINIER POLICE DEPARTMENT
ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT
Seaside Fire & Rescue

Seaside Public Library
St. Helens, City of
STAYTON FIRE DISTRICT
THE CITY OF NEWPORT
Toledo Police Department
Woodburn City Of

City Special District

Boardman Rural Fire Protection District
CITY COUNTY INSURANCE SERVICES
EUGENE WATER & ELECTRIC BOARD
GASTON RURAL FIRE DEPARTMENT
GLADSTONE POLICE DEPARTMENT
GOLD BEACH POLICE DEPARTMENT
MALIN COMMUNITY PARK AND RECREATION DISTRICT
Molalla Rural Fire Protection District
MONMOUTH - INDEPENDENCE NETWORK
Netarts Water District
OAK LODGE SANITARY DISTRICT
Port of Toledo
RIVERGROVE WATER DISTRICT
Roseburg Police Department
SOUTH FORK WATER BOARD
SOUTH SUBURBAN SANITARY DISTRICT
SPRINGFIELD UTILITY BOARD
SUNSET EMPIRE PARK AND RECREATION
THE NEWPORT PARK AND RECREATION CENTER
TILLAMOOK PEOPLES UTILITY DISTRICT
Tillamook Urban Renewal Agency
TUALATIN VALLEY FIRE & RESCUE

College and University

Beta Omega Alumnae
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
CONCORDIA UNIV
Corban College
EASTERN OREGON UNIVERSITY
Ecola Bible School
GEORGE FOX UNIVERSITY
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
MARYLHURST UNIVERSITY

MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
Oregon Center For Advanced T
OREGON HEALTH AND SCIENCE UNIVERSITY
Oregon Institute of Technology
Oregon State University

OREGON UNIVERSITY SYSTEM
pacific u
PACIFIC UNIVERSITY
Portland Actors Conservatory
PORTLAND STATE UNIV.
REED COLLEGE
Treasure Valley Community College
UNIVERSITY OF OREGON
University Of Oregon Athletics Department
UNIVERSITY OF PORTLAND
University of Western States
Unviersity of Oregon
WILLAMETTE UNIVERSITY

Community College

CENTRAL OREGON COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
Clatsop Community College
COLUMBIA GORGE COMMUNITY COLLEGE
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LINN-BENTON COMMUNITY COLLEGE
MT. HOOD COMMUNITY COLLEGE
North Portland Bible College
Oregon Coast Community College
OREGON COMMUNITY COLLEGE ASSOCIATION
PORTLAND COMMUNITY COLLEGE
ROGUE COMMUNITY COLLEGE
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE

Consolidated City/County

Association of Oregon Community Mental Health
Nehalem Bay Wastewater

County

ASSOCIATION OF OREGON COUNTIES

BAKER CNTY GOVT
BENTON COUNTY
City of Seaside Police Department
clackamas county
Clackamas County Juvenile Dept
CLATSOP COUNTY
Clatsop County Sheriff's Office
Columbia Basin Care Facility
COLUMBIA COUNTY, OREGON
coos county
CROOK COUNTY ROAD DEPARTMENT
CURRY COUNTY OREGON
DESCHUTES COUNTY
DOUGLAS COUNTY
DOUGLAS ELECTRIC COOPERATIVE, INC.
GILLIAM COUNTY
GILLIAM COUNTY OREGON
GRANT COUNTY, OREGON
Harney County Community Corrections
HARNEY COUNTY SHERIFFS OFFICE
HOOD RIVER COUNTY
jackson county
JEFFERSON COUNTY
Job Council
josephine county
klamath county
LAKE COUNTY
LANE COUNTY
Lane County Sheriff's Office
LINCOLN COUNTY
LINN COUNTY
MARION COUNTY , SALEM, OREGON
Mckenzie Personnel Services
MORROW COUNTY
MULTNOMAH COUNTY
Multnomah County Department of Community Justice
Multnomah County Dept of County Assets
MULTNOMAH LAW LIBRARY
NAMI LANE COUNTY
NORCOR Juvenile Detention
POLK COUNTY
Resource Connections of Oregon

SHERMAN COUNTY
TILLAMOOK CNTY
Tillamook County Estuary
UMATILLA COUNTY, OREGON
UNION COUNTY
WALLOWA COUNTY
WASCO COUNTY
WASHINGTON COUNTY
Washington County Facilities & Park Services
Wheeler County
YAMHILL COUNTY

County Special District

Amity Fire District
Aurora Rural Fire District
BAY AREA HOSPITAL DISTRICT
Benton Soil & Water Conservation District
CENTRAL OREGON IRRIGATION DISTRICT
Clackamas County Water Environment Services
Clatsop Care Health District-Clatsop
CLEAN WATER SERVICES
COLUMBIA RIVER PUD
Crooked River Ranch Rural Fire Protection District
DESCHUTES COUNTY RFPD NO.2
DESCHUTES PUBLIC LIBRARY SYSTEM
EAST MULTNOMAH SOIL AND WATER CONSERVANCY
Lake Chinook Fire & Rescue
MARION COUNTY FIRE DISTRICT #1
MID-COLUMBIA CENTER FOR LIVING
MULTONAH COUNTY DRAINAGE DISTRICT #1
NEAH KAH NIE WATER DISTRICT
Netarts-Oceanside RFPD
North Douglas County Fire & EMS
OR INT'L PORT OF COOS BAY
Oregon Cascades West Council of Governments
PACIFIC STATES MARINE FISHERIES COMMISSION
PARROTT CREEK CHILD & FAM
Polk County Fire District No.1
PORT OF BANDON
PORT OF UMPQUA
Rogue River Fire District
SANDY FIRE DISTRICT NO. 72
South Lane County Fire And Rescue

Southern Coos Hospital	GLENDALE RURAL FIRE DISTRICT
Tillamook County Emergency Communications District	HOODLAND FIRE DISTRICT NO.74
UIUC	Illinois Valley Fire District
Umatilla Electric Cooperative	Jefferson Park and Recreation
WATER ENVIRONMENT SERVICES	Keizer Fire District
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT	KLAMATH COUNTY 9-1-1
Federal	La Pine Park & Recreation District
ANGELL JOB CORPS	LANE EDUCATION SERVICE DISTRICT
Bonneville Power Administration	LANE TRANSIT DISTRICT
Bureau Of Land Management	Lewis and Clark Rural Fire Protection District
Oregon Army National Guard	Lowell Rural Fire Protection District
US FISH AND WILDLIFE SERVICE	METROPOLITAN EXPOSITION-RECREATION
USDA Forest Service	MID COLUMBIA COUNCIL OF GOVERNMENTS
VA	NW POWER POOL
Yellowhawk Tribal Health Center	OAK LODGE WATER DISTRICT
Housing Authority	Port of Garibaldi
COLLEGE HOUSING NORTHWEST	Port of Hood River
Coquille Indian Housing Authority	PORT OF SIUSLAW
homeforward	PORT OF ST HELENS
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	PORT OF TILLAMOOK BAY
HOUSING AUTHORITY OF CLACKAMAS COUNTY	Rainbow Water District
HOUSING AUTHORITY OF PORTLAND	REGIONAL AUTOMATED INFORMATION NETWORK
HOUSING AUTHORITY OF THE CITY OF SALEM	Rockwood Water P.U.D.
Housing Authority of Yamhill County	SALEM AREA MASS TRANSIT DISTRICT
MARION COUNTY HOUSING AUTHORITY	Seal Rock Water District
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	Silverton Fire District
The Housing Authority of the County of Umatilla	Siuslaw Public Library District
WEST VALLEY HOUSING AUTHORITY	State Accident Insurance Fund Corporation
Independent Special District	THE PORT OF PORTLAND
Banks Fire District #13	Tillamook County Transportation Dist
Bend Metro Park & Recreation District	Tillamook Fire District
Bend Park and Recreation District	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
Brookings- Harbor School District 17c	TriMet Transit
Central Lincoln People's Utility District	TUALATIN HILLS PARK AND RECREATION DISTRICT
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	Tualatin Soil and Water Conservation District
CHEHALEM PARK AND RECREATION DISTRICT	TUALATIN VALLEY WATER DISTRICT
CLACKAMAS RIVER WATER	UNION SOIL & WATER CONSERVATION DISTRICT
Clatskanie RFPD	WEST MULTNOMAH SOIL AND WATER
COLUMBIA 911 COMMUNICATIONS DISTRICT	WILLAMALANE PARK AND RECREATION DISTRICT
Columbia River Fire & Rescue	K-12
Estacada Rural Fire District	ABIQUA SCHL
Fern Ridge Library District	Amity School District 4-J

ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
 ARLINGTON SCHOOL DISTRICT NO. 3
 Ashbrook Independent School
 ASTORIA SCHOOL DISTRICT 1C
 Athena Weston School District 29RJ
 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
 BAKER SCHOOL DISTRICT 5-J
 BANDON SCHOOL DISTRICT
 BANKS SCHOOL DISTRICT
 BEAVERTON SCHOOL DISTRICT
 Bend International School
 BEND-LA PINE SCHOOL DISTRICT
 Bethel School District #52
 BNAI BRITH CAMP
 BROOKING HARBOR SCHOOL DISTRICT NO.17-C
 Butte Falls School District
 CANBY SCHOOL DISTRICT
 CANYONVILLE CHRISTIAN ACADEMY
 CASCADE SCHOOL DISTRICT
 CASCADES ACADEMY OF CENTRAL OREGON
 CENTENNIAL SCHOOL DISTRICT
 CENTRAL CATHOLIC HIGH SCHOOL
 CENTRAL CURRY SCHL DIST#1
 CENTRAL POINT SCHOOL DISTRICT NO. 6
 CENTRAL SCHOOL DISTRICT 13J
 CHILDPEACE MONTESSORI
 CLACKAMAS EDUCATION SERVICE DISTRICT
 Clear Creek Middle School
 COLTON SCHL DIST 53
 Columbia Academy
 COOS BAY SCHOOL DISTRICT
 COOS BAY SCHOOL DISTRICT NO.9
 COQUILLE SCHOOL DISTRICT 8
 CORBETT SCHL DIST #39
 Corvallis School District 509J
 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 CRESWELL SCHOOL DISTRICT
 CROOK COUNTY SCHOOL DISTRICT
 CROSSROADS CHRISTIAN SCHOOL
 CS LEWIS ACADEMY
 CULVER SCHOOL DISTRICT NO.
 DALLAS SCHOOL DISTRICT NO. 2
 DAVID DOUGLAS SCHOOL DISTRICT
 DAYTON SCHOOL DISTRICT NO.8
 DE LA SALLE N CATHOLIC HS
 Deer Creek Elementary School
 DESCHUTES COUNTY SD NO.6 - SISTERS SD
 DOUGLAS COUNTY SCHOOL DISTRICT 116
 DOUGLAS EDUCATION SERVICE DISTRICT
 DUFUR SCHOOL DISTRICT NO.29
 EagleRidge High School
 Early College High School
 Echo School District
 Elgin school dist.
 ELKTON SCHOOL DISTRICT NO.34
 ESTACADA SCHOOL DISTRICT NO.108
 Falls City School District #57
 Fern Ridge School District
 Fern Ridge School District 28J
 FOREST GROVE SCHOOL DISTRICT
 Forest Hills Lutheran School
 FOSSIL SCHOOL DISTRICT 21J
 French American School
 GASTON SCHOOL DISTRICT 511J
 GERVAIS SCHOOL DIST. #1
 GLADSTONE SCHOOL DISTRICT
 GLENDALE SCHOOL DISTRICT
 GLIDE SCHOOL DISTRICT NO.12
 Grant Community School
 GRANTS PASS SCHOOL DISTRICT 7
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 GRESHAM-BARLOW SCHOOL DISTRICT
 HARNEY COUNTY SCHOOL DIST. NO.3
 HARNEY EDUCATION SERVICE DISTRICT
 HARRISBURG SCHL DIST
 HEAD START OF LANE COUNTY
 Helix School District
 HERITAGE CHRISTIAN SCHOOL
 hermiston school district
 HIGH DESERT EDUCATION SERVICE DISTRICT
 hillsboro school district
 HOOD RIVER COUNTY SCHOOL DISTRICT
 Hope chinese charter
 HOSANNA CHRISTIAN SCHL

Imbler School District #11
 Immanuel Lutheran School
 INTER MOUNTAIN ESD
 JACKSON CO SCHOOL DIST NO.9
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 JEFFERSON SCHOOL DISTRICT
 JESUIT HIGH SCHL EXEC OFC
 Joseph School District
 Junction City High School
 KLAMATH FALLS CITY SCHOOLS
 Knova Learning
 Koreducators Lep High
 LA GRANDE SCHOOL DISTRICT
 LA GRANDE SCHOOL DISTRICT 001
 Lake Oswego Montessori School
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE COUNTY SCHOOL DISTRICT 4J
 LANE COUNTY SCHOOL DISTRICT 69
 LASALLE HIGH SCHOOL
 LEBANON COMMUNITY SCHOOLS NO.9
 L'Etoiile French Immersion School
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C - SCIO SD
 LINN-BENTON-LINCOLN ESD
 LIVINGSTONE ADVENTIST ACADEMY
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 LUCKIAMUTE VALLEY CHARTER SCHOOLS
 Madeleine School
 Malheur Elementary School District
 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON
 Marist Catholic High School
 Marist High School
 Mastery Learning Institute
 McKay High School
 MCKENZIE SCHOOL DISTRICT 068
 McMinnville Adventist Christian School
 MCMINNVILLE SCHOOL DISTRICT NO.40
 MEDFORD SCHOOL DISTRICT 549C
 Milton-Freewater Unified School District No 7
 MITCH CHARTER SCHOOL
 MOLALLA RIVER ACADEMY
 Molalla River School District
 MOLALLA RIVER SCHOOL DISTRICT NO.35
 MONROE SCHOOL DISTRICT NO.1J
 monument school
 MORROW COUNTY SCHOOL DISTRICT
 Mosier Community School
 MT. ANGEL SCHOOL DISTRICT NO.91
 MT.SCOTT LEARNING CENTERS
 MULTISENSORY LEARNING ACADEMY
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MYRTLE POINT SCHOOL DISTRICT NO.41
 NEAH-KAH-NIE DISTRICT NO.56
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 New Horizon Christian School
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 North Lake School District 14
 North Powder Charter School
 NORTH SANTIAM SCHOOL DISTRICT 29J
 NORTH WASCO CTY SCHOOL DISTRICT 21
 Northwest Academy
 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
 NYSSA SCHOOL DISTRICT NO. 26
 OAKLAND SCHOOL DISTRICT 001
 Ohara Catholic School
 ONTARIO MIDDLE SCHOOL
 Ontario School District
 Ontario School District 8C
 OREGON FOOD BANK
 OREGON TRAIL SCHOOL DISTRICT NO.46
 OUR LADY OF THE LAKE SCHOOL
 Parkrose School District 3
 Pedee School
 PENDLETON SCHOOL DISTRICT #16R
 PHILOMATH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NO.4
 Pine Eagle Charter School
 PLEASANT HILL SCH DIST #1
 Portland America School
 Portland Christian Schools
 PORTLAND PUBLIC SCHOOLS

Portland YouthBuilders
 Ppmc Education Committee
 RAINIER SCHOOL DISTRICT
 REALMS CHARTER SCHOOL
 REDMOND SCHOOL DISTRICT
 REEDSPORT SCHOOL DISTRICT
 Reynolds High School
 REYNOLDS SCHOOL DISTRICT
 Riddle School District
 Riverdale School District 51J
 ROGUE RIVER SCHOOL DISTRICT NO.35
 ROSEBURG PUBLIC SCHOOLS
 Sabin-Schellenberg Technical Center
 Salem keizar school district
 Salem-Keizer 24J
 SALEM-KEIZER PUBLIC SCHOOLS
 Santiam Canyon SD 129J
 Scappoose Adventist School
 SCAPPOOSE SCHOOL DISTRICT 1J
 SEASIDE SCHOOL DISTRICT 10
 SEVEN PEAKS SCHOOL
 Sheridan School District 48J
 SHERWOOD SCHOOL DISTRICT 88J
 Siletz Valley School
 SILVER FALLS SCHOOL DISTRICT
 SIUSLAW SCHOOL DISTRICT
 SOUTH COAST EDUCATION SERVICE DISTRICT
 South Columbia Family School
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTH UMPQUA SCHOOL DISTRICT #19
 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
 SOUTHWEST CHARTER SCHOOL
 Southwest Christian School
 Springfield Public Schools
 SPRINGFIELD SCHOOL DISTRICT NO.19
 St Helens School District
 St Paul Parish School
 ST. ANTHONY SCHOOL
 St. Mary Catholic School
 St. Mary School
 St. Paul School District
 St. Stephen's Academy

St. Therese Parish/School
 STANFIELD SCHOOL DISTRICT
 Stayton Christian School
 Sunny Wolf Charter School
 Sunrise Preschool
 Sutherlin School District
 SWEET HOME SCHOOL DISTRICT NO.55
 THE CATLIN GABEL SCHOOL
 Three Rivers School District
 TIGARD-TUALATIN SCHOOL DISTRICT
 Tillamook School District
 Trillium Charter School
 Trinity Lutheran Church and School
 Ukiah School District 80R
 Union School District
 Vale School District No. 84
 VALLEY CATHOLIC SCHL
 VERNONIA SCHOOL DISTRICT 47J
 Victory Academy
 Waldo Middle School
 Wallowa County ESD
 Warrenton Hammond School
 Warrenton Hammond School District
 WEST HILLS COMMUNITY CHURCH
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 Westside Christian High School
 WHITEAKER MONTESSORI SCHOOL
 Willamette Christian School
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WILLAMINA SCHOOL DISTRICT
 Yamhill Carlton School District
 YONCALLA SCHOOL DISTRICT NO.32

Non-Profit

1000 FRIENDS OF OREGON
 211INFO
 300 Main Inc
 A FAMILY FOR EVERY CHILD
 A Hope For Autism Foundation
 A Jesus Church Family
 A. C. Gilbert's Discovery Village
 Abuse Recovery Ministry & Services
 Access Inc

ACUMENTRA HEALTH	Boys & Girls Club of Corvallis
Adapt	Boys & Girls Club of Salem, Marion & Polk Counties
ADDICTIONS RECOVERY CENTER, INC	Boys and Girls Club of the rogue valley
Adelante Mujeres	BOYS AND GIRLS CLUBS OF PORTLAND
African American Health Coalition	Breast Friends
African American Health Coaliton, Inc.	Bridges to Change
Albany Partnership for Housing and Community Development	BROADBASE PROGRAMS INC.
Albertina Kerr Centers	Brookings Elks Lodge
Aldersgate Camps and Retreats	Brookings Harbor Christian School
All God's Children International	Brooklyn Primary PTO
ALLFOURONE/CRESTVIEW CONFERENCE CTR.	Building Healthy Family
Alliance Bible Church	Calvary Assembly of God
Alpha Lambda House Corporation	Calvin Presbyterian Church
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	Camelto Theatre Company
ALZHEIMERS NETWORK OF OREGON	Camp Fire Columbia
Amani Center	CANBY FOURSQUARE CHURCH
American Tinnitus Association	CANCER CARE RESOURCES
Apostolic Church of Jesus Christ	Cappella Romana
Ascension Episcopal Parish	CARE OREGON
Ashland Art Center	CASA of Marion County
ASHLAND COMMUNITY HOSPITAL	Cascade Health Solutions
Association of Oregon Corrections EMPloyees, Inc.	Cascade Height Public Charter School PTA
ATHENA LIBRARY FRIENDS ASSOCIATION	Cascade Housing Association
AVON	CASCADES WEST FINANCIAL SERVICES IN
Bags of Love	CASCADIA BEHAVIORAL HEALTHCARE
Baker Elks	CASCADIA REGION GREEN BUILDING COUNCIL
BARLOW YOUTH FOOTBALL	CATHOLIC CHARITIES
BAY AREA FIRST STEP, INC.	CATHOLIC COMMUNITY SERVICES
Beaverton Christians Church	CCI Enterprises Inc
Beaverton Rock Creek Foursquare Church	Cedar Hills Baptist Church
Bend Elks Lodge 1371	CENTER FOR COMMUNITY CHANGE
BENTON HOSPICE SERVICE	Center For Continuous Improvement
BETHEL CHURCH OF GOD	Center for Family Development
Bethesda Lutheran Church	Center for Human Development
Bethlehem Christian Pre-School	CENTER FOR RESEARCH TO PRACTICE
Billy Webb Elks lodge #1050	CENTRAL BIBLE CHURCH
BIRCH COMMUNITY SERVICES, INC.	CENTRAL CITY CONCERN
BLACHLY LANE ELECTRIC COOPERATIVE	CENTRAL DOUGLAS COUNTY FAMILY YMCA
Blanchet House of Hospitality	Central Oregon Visitors Association
BLIND ENTERPRISES OF OREGON	Children Center At Trinity
Bob Belloni Ranch, Inc.	CHILDREN'S MUSEUM 2ND
BONNEVILLE ENVIRONMENTAL FOUNDATION	Children's Relief Nursery

Childswork Learning Center
 Christ The King Parish and School
 Christian Church of Woodburn
 Christians As Family Advovates
 Church Extension Plan
 CITY BIBLE CHURCH
 CLASSROOM LAW PROJECT
 Clatsop Behavioral Healthcare
 Clean Slate Canine Rescue & Rehabilitation
 Coalition for a Livable Future
 Coalition Of Community Health
 COAST REHABILITATION SERVICES
 Coastal Family Health Center
 College Possible
 College United Methodist Church
 COLUMBIA COMMUNITY MENTAL HEALTH
 columbia gorge discovery center and museum
 COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF
 OREGON
 COMMUNITY ACTION ORGANIZATION
 COMMUNITY ACTION TEAM, INC.
 COMMUNITY CANCER CENTER
 Community Connection of Northeast Oregon, Inc.
 Community Energy Project
 COMMUNITY HEALTH CENTER, INC
 Community in Action
 Community Learning Center
 COMMUNITY VETERINARY CENTER
 Community Works Inc
 CONFEDERATED TRIBES OF GRAND RONDE
 Congregation Neveh Shalom
 CONSERVATION BIOLOGY INSTITUTE
 Constructing Hope
 Consumers Power Inc.
 CONTEMPORARY CRAFTS MUSEUM AND GALLERY
 Coos Art Museum
 CORVALLIS MOUNTAIN RESCUE UNIT
 Corvallis Waldorf School
 COVENANT CHRISTIAN HOOD RIVER
 Curry Health Network
 Curry Public Transit Inc
 Dallas Church
 Dayspring Fellowship
 Daystar Education, Inc.
 Dayton Christian Church
 DECISION SCIENCE RESEARCH INSTITUTE, INC.
 Deer Meadow Assisted Living
 DELIGHT VALLEY CHURCH OF CHRIST
 Delphian School
 Depaul Industries
 DePaul Treatment Centers, Inc.
 Disjecta Contemporary Art Center
 DOGS FOR THE DEAF, INC.
 DOUGLAS FOREST PROTECTIVE
 Dress for Success Oregon
 DrupalCon Inc., DBA Drupal Association
 Dufur Christian Church
 EAST HILL CHURCH
 East River Fellowship
 EAST SIDE FOURSQUARE CHURCH
 EAST WEST MINISTRIES INTERNATIONAL
 Eastern Oregon Alcoholism Foundation
 Ecotrust
 EDUCATION NORTHWEST
 Education Travel & Culture, Inc.
 EDUCATIONAL POLICY IMPROVEMENT CENTER
 Edwards Center Inc
 ELAW
 ELMIRA CHURCH OF CHRIST
 Emerald Media Group
 EMERALD PUD
 Emmanuel Bible Church
 EMMAUS CHRISTIAN SCHOOL
 EN AVANT, INC.
 Energy Trust of Oregon
 ENTERPRISE FOR EMPLOYMENT AND EDUCATION
 environmental law alliance worldwide
 EPUD-Emerald People's Utility District
 EUGENE BALLET COMPANY
 Eugene Builders Exchange
 EUGENE CHRISTIAN FELLOWSHIP
 Eugene Creative Care
 EUGENE FAMILY YMCA
 Eugene Swim and Tennis Club

EUGENE SYMPHONY ASSOCIATION, INC.	Gladstone Senior Center
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL GONGONE COALITION	GOODWILL INDUSTRIES OF LANE COUNTY
Evergreen Wings and Waves	Good Samaritan Ministries
FAIR SHARE RESEARCH AND EDUCATION FUND	Good Samaritan Ministry
FAIRFIELD BAPTIST CHURCH	GOOD SHEPHERD COMMUNITIES
FAITH CENTER	Good Shepherd Medical Center
Faith Christian Fellowship	Goodwill Industries of Lane and South Coast
FAITHFUL SAVIOR MINISTRIES	GOODWILL INDUSTRIES OF LANE COUNTY
FAMILIES FIRST OF GRANT COUNTY, INC.	GOODWILL INDUSTRIES OF THE COLUMBIA
Family Building Blocks	GRACE BAPTIST CHURCH
FAMILY CARE INC	Grace Chapel
FANCONI ANEMIA RESEARCH FUND INC.	Grace Lutheran Church of Molalla
FARMWORKER HOUSING DEV CORP	Grace Lutheran School
Farmworkers Housing Development Corporation	Grand View Baptist Church
First Baptist Church	Grande Ronde Model Watershed Foundation
First Baptist Church of Enterprise	GRANT PARK CHURCH
FIRST BAPTIST CHURCH OF EUGENE	Grantmakers for Education
FIRST CHRISTIAN CHURCH	Grants Pass Seventh-day Adventist Church
FIRST CHURCH OF THE NAZARENE	Great Portland Bible
First Congregational Chrch	Greater Portland INC
First Lutheran Church of Astoria	Green Electronics Council
FIRST UNITARIAN CHURCH	Guide Dogs For The Blind
First United Methodist Church	HALFWAY HOUSE SERVICES, INC.
First United Presbyterian Church	Happy Canyon Company
Florence United Methodist Church	Health Share of Oregon
Food for Lane County	HEARING AND SPEECH INSTITUTE INC
FORD FAMILY FOUNDATION	HELP NOW! ADVOCACY CENTER
FOUNDATIONS FOR A BETTER OREGON	Hermiston Christian Center & School
Fr. Bernard Youth Center	HHoly Trinity Greek Orthodox Cathedral
Friendly House, Inc.	HIGHLAND HAVEN
Friends for Animals	HIGHLAND UNITED CHURCH OF CHRIST
Friends of Driftwood Library	Historical Outreach Foundation
FRIENDS OF THE CHILDREN	HIV ALLIANCE, INC
Friends of the Opera House	HOLT INTL CHILD
Friends Of Tryon Creek State P	Holy Family Academy
Fund For Christian Charity	Holy Redeemer Catholic Church
G.O.B.H.I	Holy Trinity Catholic Church
Garten Services Inc	Home Builders
Gates Community Church of Christ	Hoodview Christian Church
GATEWAY TO COLLEGE NATIONAL NETWORK	HOPE LUTHERAN CHURCH
GeerCrest Farm & Historical Society	HOPE POINT CHURCH
GEN CONF OF SDA CHURCH WESTERN OR	Hospice Center Bend La Pine

House of Prayer for All Nations	Legal Aid Services of Oregon LITC
Housing Authority of Douglas County	LIFEWORKS NW
HOUSING AUTHORITY OF LINCOLN COUNTY	Lincoln City Chamber of Commerce
Housing Development Center	Little Flower Development Center
HOUSING NORTHWEST	Little Promises Children's Program
Human Solutions, Inc.	Living Opportunities, Inc.
HUMANE SOCIETY OF REDMOND	LIVING WAY FELLOWSHIP
Independent Development Enterprise Alliance	Living Word Christian Center
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	Lower Columbia Watershed Council
Instituto de Cultura y Arte In Xochitl In Cuicatl	LOOKING GLASS YOUTH AND FAMILY SERVICES
Intergral Youth Services	Lower Columbia Estuary Partnership
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	LUKEDORF INC
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	NATIONAL CENTER
InventSuccess	MAKING MEMORIES BREAST CANCER
IRCO	Masonic Lodge Pearl 66
Jackson-Josephine 4-C Council	McKenzie Personnel Systems
Jason Lee Manor/UMRC	MCKENZIEWATERSHED COUNCIL
JASPER MOUNTAIN	MEALS ON WHEELS PEOPLE, INC.
Jesus Prayer Book	MECOP Inc.
Jesus Pursuit Church	MEDICAL TEAMS INTL
Junction City/Harrisburg/Monroe Habitat for Humanity	MENNONITE HOME OF ALBANY INC
JUNIOR ACHIEVEMENT	Mental Health for Children, Inc.
Kbps Public Radio	Merchants Exchange of Portland, Oregon
Kid Time	Mercy Flights, Inc.
KIDS INTERVENTION AND DIAGNOSTIC CENTER	METRO HOME SAFETY REPAIR PROGRAM
Kids Unlimited Academy	Metropolitan Contractor Improvement Partnership
Kilchis House	METROPOLITAN FAMILY SERVICE
KLAMATH HOUSING AUTHORITY	Mid Columbia Childrens Council
Klamath Siskiyou Wildlands Center	MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL
Korean Central Covenant Church of Eugene	Mid Willamette Valley Community Action
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	MID-WILLAMETTE VALLEY COMMUNITY ACTION
La Grande Church of the Nazarene	Ministerio International Casa
LA GRANDE UNITED METHODIST CHURCH	Mission Increase Foundation
La Pine Chamber of Commerce	Molalla Nazarene Church
Lake Grove Presbyterian Church	Monet's Children's Circle
Lane Arts Council	Morning Star Community Church
Lane Council of Governments	MORNING STAR MISSIONARY BAPTIST CHURCH
LANE MEMORIAL BLOOD BANK	MORRISON CHILD AND FAMILY SERVICES
LANECO FEDERAL CREDIT UNION	MOSAIC CHURCH
LAUREL HILL CENTER	Mount Angel Abbey
League of Women Voters	Mount Pisgah Arboretum
Legacy Mt. Hood Medical Center	Mountain View Academy

Mt Emily Safe Center	OCHIN
Mt Hood Hospice	OEA CHOICE TRUST
Muddy Creek Charter School	OETC
MULTNOMAH DEFENDERS INC	OHSU FOUNDATION
MULTNOMAH LAW LIBRARY	Old Mill Center for Children and Families
My Fathers House	Oliver P Lent PTA
NAMI of Washington County	OLIVET BAPTIST CHURCH
NAMI OREGON	OMNIMEDIX INSTITUTE
National Christian Community Foundation	Ontrack Inc.
NATIONAL PSORIASIS FOUNDATION	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
NATIONAL WILD TURKEY FEDERATION	Open Technology Center
Native American Youth and Family Center Early College Academy	Open Technology Foundation of central Oregon
NEDCO	Oregon & Southern Idaho District Council of Laborers'
Nehalem Bay House	Oregon And Southern Idaho Laborers Employers
NEIGHBORIMPACT	OREGON BALLET THEATRE
Neskowin Valley School	OREGON CITY CHURCH OF THE NAZARENE
Network Charter School	Oregon Coast Aquarium, Inc.
New Artists Performing Arts Productions, Inc.	OREGON COAST COMMUNITY ACTION
NEW AVENUES FOR YOUTH INC	OREGON DEATH WITH DIGNITY
NEW BEGINNINGS CHRISTIAN CENTER	Oregon District 7 Little League
NEW HOPE COMMUNITY CHURCH	OREGON DONOR PROGRAM
New Life Baptist Church	OREGON EDUCATION ASSOCIATION
New Life Fellowship Church of God	OREGON ENVIRONMENTAL COUNCIL
New Paradise Worship Center	Oregon Farm Bureau
Newberg Christian Church	Oregon Humanities
NEWBERG FRIENDS CHURCH	Oregon Jewish Community Foundation
NONPROFIT ASSOCIATION OF OREGON	Oregon Laborers-Employer Administrative Fund, LLC
Norkenzie Christian Church	OREGON LIONS SIGHT & HEARING FOUNDATION
North Coast Christian Church	Oregon Lyme Disease Network
North Coast Family Fellowship	OREGON MUSUEM OF SCIENCE AND INDUSTRY
North Pacific District of Foursquare Churches	Oregon Nikkei Endowment
NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY	Oregon Nurses Association
Northwest Center for Alternatives to Pesticides	OREGON PEDIATRIC SOCIETY
NORTHWEST ENERGY EFFICIENCY ALLIANCE	OREGON PROGRESS FORUM
Northwest Family Services	Oregon Psychoanalytic Center
NORTHWEST FOOD PROCESSORS ASSOCIATION	OREGON REPERTORY SINGERS
Northwest Habitat Institute	Oregon Research Institute
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING CENTER	Oregon Mutual Electric Cooperative Association
NORTHWEST YOUTH CORPS	Oregon Satsang Society, Inc.,
NW Sport Fishing	OREGON SCHOOL BOARDS ASSOCIATION
Oasis Shelter Home	Oregon Social Learning Center
Occu Afghanistan Relief Effort	OREGON STATE FAIR

OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	PORTLAND SCHOOLS FOUNDATION
OREGON STATE UNIVERSITY BOOKSTORE INC	PORTLAND WOMENS CRISIS LINE
OREGON SUPPORTED LIVING PROGRAM	Portland Yacht Club
Oregon Technical Assistance Corporation	PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
OSLC COMMUNITY PROGRAMS	Prince of Peace Lutheran Church & School
OSLC COMMUNITY PROGRAMS OCP	PRINGLE CREEK SUSTAINABLE LIVING CENTER
OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH ALBANY	Providence Health System
OREGON	PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL
Our Redeemer Lutheran Church	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
Our United Villages	QUADRIPEGICS UNITED AGAINST DEPENDENCY, INC.
OUTSIDE IN	Rainier Assembly of God
P E C I	Real Life Christian Church
p:ear	REBUILDING TOGETHER - PORTLAND INC.
Pacific Classical Ballet	Redeemer Lutheran Church
PACIFIC FISHERY MANAGEMENT COUNCIL	REDMOND PROFICIENCY ACADEMY
PACIFIC INSTITUTES FOR RESEARCH	REGIONAL ARTS AND CULTURE COUNCIL
PacificSource Health	RELEVANT LIFE CHURCH
Pain Society of Oregon	Relief Nursery
Parenting Now!	Relief Nursery Inc
PARTNERSHIPS IN COMMUNITY LIVING, INC.	RENEWABLE NORTHWEST PROJECT
PDX Wildlife	Ride Connecton
Peace Lutheran Church	River Network
PENDLETON ACADEMIES	ROGUE FEDERAL CREDIT UNION
PIP Corps LLC	Rogue Valley Youth Football
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	Rolling Hills Baptist Church
Polk Soil and Water Conservation District	Rolling Hills Community Church
PORT CITY DEVELOPMENT CENTER	RON WILSON CENTER FOR EFFECTIVE LIVING INC
PORTLAND ADVENTIST ACADEMY	Ronald McDonald House Charities of Oregon
PORTLAND ART MUSEUM	Rose Haven
PORTLAND BUSINESS ALLIANCE	ROSE VILLA, INC.
Portland Christian Center	Rural Development Initiatives
Portland Community Media	Sacred Heart Catholic Church
Portland Community Reinvestment Initiatives, Inc.	SACRED HEART CATHOLIC DAUGHTERS
Portland Foursquare Church	Safe Harbors
PORTLAND HABILITATION CENTER, INC.	SafeHaven Humane Society
Portland Japanese Garden	SAINT ANDREW NATIVITY SCHOOL
PORTLAND JEWISH ACADEMY	SAINT CATHERINE OF SIENA CHURCH
PORTLAND METRO RESIDENTIAL SERVICES	SAINT JAMES CATHOLIC CHURCH
Portland Oregon Visitors Association	Saint Johns Catholich Church
Portland Parks Foundation	Salem Academy
Portland Police Sunshine Division	SALEM ALLIANCE CHURCH
Portland Schools Alliance	Salem Area Chamber of Commerce

SALEM ELECTRIC
 Salem Evangelical Church
 Salem First Presbyterian Church
 SALEM FREE CLINICS
 SALMON-SAFE INC.
 Samaritan Health Services Inc.
 San Martin Deporres Catholic Church
 Sandy Seventh-day Adventist Church
 Santiam Assembly of God
 SCIENCEWORKS
 Scottish Rite
 SE WORKS
 SECURITY FIRST CHILD DEVELOPMENT CENTER
 SEED OF FAITH MINISTRIES
 SEIU Local 49
 SELCO Community Credit Union
 SELF ENHANCEMENT INC.
 SEPTL Southeast Portland Tool Library
 Serendipity Center Inc
 SERENITY LANE
 Serenity Lane Health Services
 Seven Feathers Casino
 SEXUAL ASSAULT RESOURCE CENTER
 Sexual Assault Support Services
 SHELTERCARE
 SHERIDAN JAPANESE SCHOOL FOUNDATION
 SHERMAN DEVELOPMENT LEAGUE, INC.
 SILVERTON AREA COMMUNITY AID
 Silverton Senior Center
 SISKIYOU INITIATIVE
 Skyball Salem Keizer Youth Bas
 SMART
 Smith Memorial Presbyterian Church
 SOCIAL VENTURE PARTNERS PORTLAND
 Solid Rock
 SONRISE CHURCH
 Soroptimist International of Gold Beach, OR
 SOUTH COAST HOSPICE, INC.
 SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
 Southeast Uplift Neighborhood Coalition
 SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
 SOUTHERN OREGON HUMANE SOCIETY
 Southern Oregon Project Hope
 Southwest Bible Church
 Southwest Neighborhoods, Inc
 Southwestern Oregon Public Defender Services, Inc.
 SPARC ENTERPRISES
 SPECIAL MOBILITY SERVICES
 SPONSORS, INC.
 SPOTLIGHT THEATRE OF PLEASANT HILL
 Sprinkfield Elks #2145
 Spruce Villa, Inc.
 St Andrews Presbyterian
 ST HENRYS CHURCH
 St John Fisher Catholic Church Portland Oregon
 St John The Baptist Catholic
 St John the Baptist Greek Orthodox Church
 St Mark Presbyterian Church
 St Mary's Catholic School and Parish
 St Michaels Episcopal Church
 St Paul Baptist Church
 St Paul Catholic Church
 ST VINCENT DE PAUL
 ST. ANTHONY CHURCH
 St. Joseph Shelter
 St. Katherine's Catholic Church
 St. Martins Episcopal church
 St. Mary's Episcopal Church
 ST. MARYS OF MEDFORD, INC.
 St. Matthew Catholic School
 St. Peter Catholic Church
 St. Pius X School
 St. Vincent de Paul Church
 ST. VINCENT DEPAUL OF LANE COUNTY
 STAND FOR CHILDREN
 STAR OF HOPE ACTIVITY CENTER INC.
 Step Forward Activities Inc
 Stone Creek Christian Church
 Store to Door
 Street Ministry
 Summa Institute
 SUMMIT VIEW COVENANT CHURCH
 Sunny Oaks Inc
 SUNNYSIDE FOURSQUARE CHURCH

SUNRISE ENTERPRISES
 SUSTAINABLE NORTHWEST
 SW Community Health Center
 Sweet Home United Methodist Church
 TAKE III OUTREACH
 Tamarack Aquatic Center
 Temple Beth Israel
 TENAS ILLAHEE CHILDCARE CENTER
 Teras Interventions and Counseling Inc
 The Alliance NW of the Christian & Missionary Alliance
 The ALS Association Oregon and SW Washington Chapter
 The Blosser Center for Dyslexia Resources
 The Canby Center
 The Christian Church of Hillsboro Oregon
 The Church of Christ of Latter Day Saints
 The Collins Foundation
 The Dalles Art Association
 The Dreaming Zebra Foundation
 THE EARLY EDUCATION PROGRAM, INC.
 The Followers of Christ Church of Oregon City
 The Inn Home for Boys, Inc.9138
 The International School
 The Lighthouse School
 The Madeleine Parish
 THE MILL CASINO
 THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT INC.
 The Nature Conservancy, Willamette Valley Field Office
 THE NEXT DOOR
 THE OREGON COMMUNITY FOUNDATION
 The Ross Ragland Theater and Cultural Center
 THE SALVATION ARMY - CASCADE DIVISION
 The Spiral Gallery
 The Tucker-Maxon Oral School
 The Wallace Medical Concern
 THREE RIVERS CASINO
 TILLAMOOK CNTY WOMENS CRISIS CENTER
 TILLAMOOK ESTUARIES PARTNERSHIP
 Tillamook Seventh Day Adventist Church
 TLO Farms
 TOUCHSTONE PARENT ORGANIZATION
 TRAILS CLUB
 TRAINING EMPLOYMENT CONSORTIUM
 Transition Projects, Inc
 TRILLIUM FAMILY SERVICES, INC.
 Trillium Sprigs
 Trinity Lutheran
 Tualatin Lacrosse Club
 Turtle Ridge Wildlife Center
 Umpqua Basin Water Association
 UMPQUA COMMUNITY DEVELOPMENT CORP
 Umpqua Community Health Center
 Umpqua County Economic Development Corp.
 UNION GOSPEL MISSION
 Unitarian Universalist Church in Eugene
 UNITED CEREBRAL PALSY OF OR AND SW WA
 UNITED METHODIST CHURCH
 United Way of Lane County
 UNITED WAY OF THE COLUMBIA WILLAMETTE
 Unithed Way
 Unitus Community Credit Union
 US CONFERENCE OF MENONNITE BRETHREN CHURCHES
 USO Northwest
 Verde
 VERMONT HILLS FAMILY LIFE CENTER
 Vietnamese Christian Community Church
 Viking Sal Senior Center
 VINTAGE OREGON Education Resource Center
 VIRGINIA GARCIA MEMORIAL HEALTH CENTER
 VOLUNTEERS OF AMERICA OREGON
 Wallowa Valley Center For Wellness
 WE CARE OREGON
 West Chehalem Friends Church
 West Hills Christian School
 West Salem Foursquare Church
 West Salem United Methodist
 Western Arts Alliance
 Western Environmental Law Center
 Western Mennonite School
 WESTERN RIVERS CONSERVANCY
 WESTERN STATES CENTER
 Western Wood Products Association
 WESTSIDE BAPTIST CHURCH
 Westside Church of Christ Inc

Westside Foursquare Church	COVENANT RETIREMENT COMMUNITIES
WHITE BIRD CLINIC	crescent grove cemetery
Wild Lilac Child Development Community	CSC HEAD START
WILD SALMON CENTER	Cvalco
WILLAMETTE FAMILY	Eagle Fern Camp
Willamette Leadership Academy/Pioneer Youth Corp	ESAC of Oregon
WILLAMETTE LUTHERAN HOMES, INC	ESAC of Oregon Trade and Event Center
Willamette Valley Babe Ruth	eickhoff dev co inc
Willamette Valley Rehab Center	Elderhealth and Living
WILLAMETTE VIEW INC.	First Presbyterian Church of La Grande
Winding Waters Medical Clinic	GRANTS PASS MANAGEMENT SERVICES, DBA
Women's Safety & Resource Center	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
WOODBURN AREA CHAMBER OF COMMERCE	Halsey-Shedd Fire District
WORD OF LIFE COMMUNITY CHURCH	Harvest Church
Workforce Northwest Inc	Heartfelt Obstetrics & Gynecology
WORKSYSTEMS INC	K Churchill Estates
World Forestry Center	Kartini Clinic
World of Speed	KEIZER EAGLES AERIE 3895
Yamhill Community Care Organization	KLAMATH FAMILY HEAD START
YMCA OF ASHLAND	La Grande Family Practice
YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION SERVICE	LANE ELECTRIC COOPERATIVE
YMCA of Marion and Polk Counties	Light Network LLC
Youth Dynamics	LOCAL GOVERNMENT PERSONNEL INSTITUTE
YOUTH GUIDANCE ASSOC.	MARION COUNTY HEALTH DEPT
YWCA SALEM	Nez Perce Tribe
Zion Lutheran Church	Northwest Power and Conservation Council

Other

A&I Benefit Plan Administrators, Inc.	Obsidian Urgent Care, P.C.
advocate care	OFFICE OF PUBLIC DEFENSE SERVICES
Astra	OREGON CORRECTIONS ENTERPRISES
Beit Hallel	OREGON DEPT OF FISH & WILDLIFE-SAUVIE
BIENESTAR, INC.	Oregon Funeral Directors Association
Burns Paiute Tribe	Oregon Permit Technical Association
Cannon Beach Fire	Oregon Public Broadcasting
CITY/COUNTY INSURANCE SERVICE	Oregon State Credit Union
Clackamas River Water Providers	OREGON STATE HOSPITAL
Clatskanie People's Utility District	PACIFIC CASCADE FEDERAL CREDIT UNION
COMMUNITY CYCLING CENTER	PENTAGON FEDERAL CREDIT UNION
Confederated Tribes of Warm Springs	Pgma/Cathie Bourne
CONFLUENCE ENVIRONMENTAL CENTE	PIONEER COMMUNITY DEVELOPMENT
Coquille Economic Development Corporation	PIONEER TELEPHONE COOPERATIVE
Cornerstone Association Inc	Portland Impact

Ricoh USA
 RIVER CITY DANCERS
 SAIF CORPORATION
 Shangri La
 Society of American Foresters
 Sphere MD
 SPIRIT WIRELESS
 Sunrise Water
 sunrise water authority
 The Klamath Tribe
 USAGENCIES CREDIT UNION
 Waste-Pro
 Wilco Farmers

OREGON DEPARTMENT OF HUMAN SERVICES
 OREGON DEPT OF TRANSPORTATION
 OREGON DEPT. OF CORRECTIONS
 OREGON DEPT. OF EDUCATION
 Oregon Forest Resources Institute
 Oregon Health Care Quality Cor
 OREGON JUDICIAL DEPARTMENT
 OREGON LOTTERY
 OREGON OFFICE OF ENERGY
 OREGON SCHL BRDS ASSOCIAT
 Oregon State Board of Architect Examiners
 OREGON STATE BOARD OF NURSING
 OREGON STATE DEPT OF CORRECTIONS
 Oregon State Fair Council

State Agency

Aging and People with Disabilities
 BOARD OF MEDICAL EXAMINERS
 Central Oregon Home Health and Hos
 City of Astoria Fire Department
 Columbia Gorge ESD
 DEPARTMENT OF ADMINISTRATIVE SERVICES
 Kdrv Channel 12
 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 Office of the Ong Term Care Ombudsman
 OFFICE OF THE STATE TREASURER
 Opta Oregon Permit Technician
 Oregon Air National Guard
 OREGON BOARD OF ARCHITECTS
 Oregon Board of Massage Therapists
 OREGON CHILD DEVELOPMENT COALITION
 Oregon Convention Center
 OREGON DEPARTMENT OF EDUCATION
 OREGON DEPARTMENT OF FORESTRY

Oregon State Lottery
 OREGON STATE POLICE
 Oregon State Treasury
 OREGON TOURISM COMMISSION
 Oregon Tradeswomen
 OREGON TRAVEL INFORMATION COUNCIL
 Procurement Services/DAS
 Salem Keizer School District Purchasing
 SANTIAM CANYON COMMUNICATION CENTER
 SEIU LOCAL 503, OPEU
 STATE OF OREGON
 State of Oregon - Department of Administrative
 Teacher Standards and Pracitices Commission
 Training & Employment
 Umpqua Valley Public Defender

State: HI	Anahola
Account Type: HI Counties, Cities, Colleges	Barbers Point N A S
	Camp H M Smith
	Captain Cook
	Eleele
	Ewa Beach
	Fort Shafter
	Haiku
	Hakalau
	Haleiwa
Hawaii County	
Honolulu County	
Kauai County	
Maui County	
Kalawao County	
Aiea	

Hana	Laie
Hanalei	Lanai City
Hanamaulu	Laupahoehoe
Hanapepe	Lawai
Hauula	Lihue
Hawaii National Park	M C B H Kaneohe Bay
Hawaiian Ocean View	Makawao
Hawi	Makaweli
Hickam AFB	Maunaloa
Hilo	Mililani
Holualoa	Mountain View
Honaunau	Naalehu
Honokaa	Ninole
Honolulu	Ocean View
Honomu	Ookala
Hoolehua	Paauhau
Kaaawa	Paauilo
Kahuku	Pahala
Kahului	Pahoa
Kailua	Paia
Kailua Kona	Papaaloa
Kalaheo	Papaikou
Kalaupapa	Pearl City
Kamuela	Pearl Harbor
Kaneohe	Pepeekeo
Kapaa	Princeville
Kapaau	Pukalani
Kapolei	Puunene
Kaumakani	Schofield Barracks
Kaunakakai	Tripler Army Medical Center
Kawela Bay	Volvano
Keaau	Wahiawa
Kealakekua	Waialua
Kealia	Waianae
Keauhou	Waikoloa
Kekaha	Wailuku
Kihei	Waimanalo
Kilauea	Waimea
Koloa	Waipahu
Kualapuu	Wake Island
Kula	Wheeler Army Airfield
Kunia	Brigham Young University - Hawaii
Kurtistown	Chaminade University of Honolulu
Lahaina	Hawaii Business College

Hawaii Pacific University
Hawaii Technology Institute
Heald College - Honolulu
Remington College - Honolulu Campus
University of Phoenix - Hawaii Campus
Hawaii Community College
Honolulu Community College

Kapiolani Community College
Kauai Community College
Leeward Community College
Maui Community College
University of Hawaii at Hilo
University of Hawaii at Manoa
Windward Community College

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

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

In addition, Contractor agrees to the following specific provisions:

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

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

3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:

a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);

b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);

c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);

d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);

e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the County and be disposed of in accordance with County policy. The County, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as County deems necessary, Contractor shall permit County, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

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

COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

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