



ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201

**CONTRACT AWARD COVERPAGE**

<b>TO:</b> Amazon Services, LLC, Amazon Business 325 9 <sup>th</sup> Avenue N. Seattle, WA 98109	<b>DATE ISSUED:</b> October 4, 2023	_____
	<b>CONTRACT NO:</b> 24-DMF-R-346	_____
	<b>CONTRACT TITLE:</b> On-Line Marketplace for the Purchase of Goods and Services	_____

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**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 24-DMF-R-346 including any attachments or amendments thereto.

**EFFECTIVE DATE:** October 4, 2023

**EXPIRES:** January 18, 2024

**RENEWALS:** Option to renew for two (2) additional two-year period through January 18, 2028

**COMMODITY CODE(S):** 61660,61560

**LIVING WAGE:** N

**ATTACHMENTS:**

1. Arlington County-PWC Participating Agreement
2. Prince William County Schools Contract Renewal #1 dated October 4, 2021
3. Prince William County Schools Contract R-TC-17006, together with any exhibits and amendments
4. Prince William County Schools RFP On-Line Market Place

**EMPLOYEES NOT TO BENEFIT:**

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

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**VENDOR CONTACT:** Jaryd Herbert

**VENDOR TEL. NO.:** (571) 495-4723

**EMAIL ADDRESS:** [jaryh@amazon.com](mailto:jaryh@amazon.com)

**COUNTY CONTACT:** Cynthia Davis (DMF - Purchasing)

**COUNTY TEL. NO.:** (703) 228-3407

**COUNTY CONTACT EMAIL:** [CDAVIS@ARLINGTONVA.US](mailto:CDAVIS@ARLINGTONVA.US)

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**PURCHASING DIVISION AUTHORIZATION**

Sy Gezachew

Title Procurement Officer

Date October 4, 2023

## PARTICIPATING AGREEMENT

(Utilizing Prince William County Public Schools Contract Number R-TC-17006)

This Participating Agreement (this “**Agreement**”) is dated October 3, 2023 (the “**Participating Agreement Effective Date**”), and is between Arlington County, a consolidated political subdivision and municipality existing under the laws of the State of Virginia (“**Arlington or County**”), and **Amazon.com Services, LLC dba Amazon Business**, a Delaware limited liability company (“**Amazon or Contractor**”). Unless otherwise defined in this Agreement, all capitalized terms used herein will have the meanings ascribed to them in the PWC Contract (defined below). The parties agree as follows:

Whereas, effective January 19, 2017, the Prince William County School Board (“**PWC**”) and Amazon entered into Prince William County Public Schools Contract Number R-TC-17006 (the “**PWC Contract**”) which incorporates the Amazon Business Accounts Terms and Conditions found here: <https://www.amazon.com/gp/help/customer/display.html?ie=UTF8&nodeId=G7Y257XSKCZ2E4EY> (the “**AB Accounts Terms and Conditions**”) for online marketplace services (the “**Services**”).

Whereas, the parties’ wish to remove the indemnification provision from the AB Accounts Terms and Conditions.

Now, therefore, the parties agree as follows:

1. **INDEMNIFICATION.** The Section in the AB Accounts Terms and Conditions titled “**INDEMNIFICATION**” (currently Section 5) is deleted in its entirety and replaced with the following:

The Contractor will indemnify the County and its respective directors, officers, employees, representatives, contractors, and agents from and against any loss, damage, judgment, settlement, expense, interest, and any other liability (including reasonable attorney’s fees and costs) related to or arising from any claim to the extent such claim is based on the Contractor’s: (a) gross negligence or willful misconduct; (b) material and intentional breach of this Agreement, provided that no breach by the Contractor is material unless the Contractor is given notice of the breach and fails to cure within 30 days of the notice; or (c) any allegation that the use of Amazon Business by the County in accordance with the Agreement constitutes a violation, misappropriation, or infringement of any validly issued U.S. Patent or U.S. copyright of any third party (a claim under (c), an “IP Indemnity”) except, in the case of (a) and (b), to the extent caused by the negligence or willful misconduct of the County. The IP Indemnity shall not apply to the extent that the violation, misappropriation, or infringement is caused by: (i) the County’s unauthorized modification, enhancement, or misuse of the subject intellectual property, and such violation, misappropriation, or infringement would not have arisen but for such modification, enhancement, or misuse; (ii) the County’s failure to use new or corrected versions of the subject intellectual property after written notification to do so, and the violation, misappropriation, or infringement would not have occurred but for such failure; or (iii) the combination or integration of the subject intellectual property with products or information not furnished or otherwise authorized by the Contractor, and the violation, misappropriation, or infringement would not have occurred but for such combination or integration. The Contractor will use counsel reasonably satisfactory to Customer to defend each indemnified Claim against Customer. At any time County reasonably determines that it wants to take control of the defense of an indemnified Claim it may do so, at its own expense, and Amazon shall have no further obligations. The Contractor may not consent to the entry of any judgment or enter into any settlement of an indemnified Claim against the County without the County’s prior written consent, which may not be unreasonably withheld.



- 2. **ENTIRE AGREEMENT.** Except for the change herein, the PWC Contract remains in full force and effect. This Agreement, together with the PWC Contract, as modified by this Agreement:
  - (a) constitutes the exclusive and complete agreement between the parties; and,
  - (b) supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.
  
- 3. **COUNTERPARTS AND DELIVERY.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to constitute one and the same document. The parties may sign and deliver this Agreement by electronic means.

**IN WITNESS WHEREOF**, Arlington and Amazon have executed this Agreement as of the Participating Agreement Effective Date.

**Amazon.com Services LLC**

DocuSigned by:  
 By: Brett Tuson  
 91209151964544E...

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Arlington County**

DocuSigned by:  
 By: Dr. Sharon J. Lewis  
 C4DE3DF7EC1D421...

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





**CONTRACT RENEWAL**

October 4, 2021

Amazon.com Services LLC  
 (Amazon Business)  
 Mike Kernish, Director  
 410 Terry Avenue North,  
 Seattle, WA 98109-5210

Re: Contract Renewal #1  
 Contract # R-TC-17006 – On-line Marketplace for Purchases of Products and Services

Dear Mr. Kernish:

This is to advise you that Prince William County Public Schools (PWCS) desires to renew the referenced contract for an additional two-year period in accordance with Section 3. CONTRACT TERM AND RENEWAL clause in the Contract. We will be exercising the first renewal of three renewals, each of the renewals to be an additional two (2) year period. The current contract term will expire on January 18, 2022.

Please advise me if you desire to renew the contract and prices in accordance with the terms of the contract by signing and returning this Contract Renewal form no later than December 10, 2021. In addition to this renewal, you must also provide an updated copy of your Certificate of Insurance (COI) with the Prince William County School Board listed as an **Additional Insured** as well as the Certificate Holder. The Certificate Holder address can be added to the COI as follows: *P.O. Box 389, Manassas VA 20108*.

If you have any questions on this matter, please contact me by phone at (703) 791-8096 or via email at [FredriAM@pwcs.edu](mailto:FredriAM@pwcs.edu).

Sincerely,

Angela M. Fredrickson  
 Buyer

=====

**Acceptance Agreement**

It is mutually agreed that the above-mentioned contract is renewed for the period of January 19, 2022 to January 18, 2024 and all terms and conditions in the original solicitation and contract shall remain the same.

Renew Contract: Yes:     X     No:                     

Prices and/or Discounts to Remain the Same: Yes:     X     No:                      If no, explain under separate cover.

DocuSigned by:  
  
 Legally Authorized Signature

Purchasing: Anthony C. Crosby  
 Legally Authorized Signature

Mike Kernish Authorized Signatory  
 Print Name & Title

Anthony Crosby, CPPO  
 Supervisor of Purchasing, Acting

Date: December 1, 2021

Date: 11/1/21

PURCHASING OFFICE



## CONTRACT MODIFICATION

**MODIFICATION #5**

**ISSUE DATE: October 19, 2018**

**REFERENCE:** Title: On-Line Marketplace for the Purchase of Goods and Services  
 Contractor: Amazon Services LLC  
 Period of Contract: January 18, 2017 through January 18, 2022

*Modify the above referenced contract as follows:*

1. Special Provision 10.7, which was added to the parties' contract via Contract Modification # 1, dated November 17, 2017, is hereby deleted and replaced with the following:

10.7. ADDITION OF BUSINESS PRIME. Contractor's Business Prime Program (currently described [here](#)) is hereby added to the Contract. PWCS' access and use of the Business Prime Program will be pursuant to the Business Prime Program's terms and conditions (currently available [here](#)). If PWCS chooses not to move forward with a paid Business Prime program, PWCS will be eligible to receive free standard shipping on eligible orders to the extent made available to Amazon Business customers (currently available for eligible purchases over \$25 as described [here](#)).

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

*Anthony E. Crosby, CPPO*

Anthony E. Crosby, CPPO Purchasing Supervisor

Amazon Services LLC

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

DocuSigned by:  
Prentis Wilson  
7B8A8E34EE3E439

Signature

DocuSigned by:  
Anthony E. Crosby  
766793F2DA6C40B

Signature



Prentis Wilson VP, Amazon Business

Anthony E. Crosby, CPPO  
Purchasing Supervisor

Name and Title

October 23, 2018

23, 2018

Date

Date

**PURCHASING OFFICE**

DocuSign Envelope ID: F8446656-8F5D-440C-B33D-38961B85C11D

CC MISC 00088979 2018 TR





## CONTRACT MODIFICATION

**MODIFICATION #4**

**ISSUE DATE: July 11, 2018**

**REFERENCE:** Title: On-Line Marketplace for the Purchase of Goods and Services  
 Contractor: Amazon Services, LLC  
 Period of Contract: January 18, 2017 through January 18, 2022

*Modify the above referenced contract as follows:*

- The parties hereby acknowledge that Contractor has recently updated the Amazon Business Accounts Terms and Conditions ("Terms and Conditions"), which are incorporated by reference to the parties' Contract and currently available at [https://www.amazon.com/gp/help/customer/display.html/ref=b2b\\_250\\_tc?nodeId=201613180](https://www.amazon.com/gp/help/customer/display.html/ref=b2b_250_tc?nodeId=201613180). The parties hereby agree that pursuant to current Section 10 of the Terms and Conditions, (entitled "**MODIFICATIONS**"), the parties will no longer modify this Contract to account for future changes to Contractor's Business Accounts Terms and Conditions.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

*Anthony E. Crosby*

Anthony E. Crosby, CPPO.  
Acting Supervisor of Purchasing

Amazon Services, LLC

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

DocuSigned by:  
  
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 Signature

DocuSigned by:  
  
 786798F2DA5C49B...  
 Signature

Prentis Wilson VP, Amazon Business

Anthony E. Crosby, CPPO  
Acting Supervisor of Purchasing

Name and Title

July 17, 2018

July 20, 2018

Date

Date

PURCHASING OFFICE





## CONTRACT MODIFICATION

**MODIFICATION #3**

**ISSUE DATE: March 7, 2018**

**REFERENCE:**

Title: On-Line Marketplace for the Purchase of Goods and Services  
 Contractor: Amazon Services LLC  
 Period of Contract: January 18, 2017 through January 18, 2022

*Modify the above referenced contract as follows:*

1. Add the following to the General Terms and Conditions under 3. Debarment Status:
  - 3.1. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

*Jim Totty*

Jim Totty, CPPO, C.P.M.  
Supervisor of Purchasing

Amazon Services LLC

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

DocuSigned by:

*Anne Rung*

Signature

DocuSigned by:

*Jim Totty*

Signature

Anne Rung Director

Name and Title

Jim Totty, CPPO, C.P.M.

Supervisor of Purchasing

March 28, 2018

March 27, 2018

**PURCHASING OFFICE**





Date

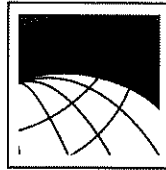
Date

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**PURCHASING OFFICE**

**P.O. BOX 389, MANASSAS, VA 20108 • [WWW.PWCS.EDU](http://WWW.PWCS.EDU) • 703.791.8743, FAX 703.791.8610**





**Prince William County**  
**PUBLIC SCHOOLS**  
*Providing A World-Class Education*

**CONTRACT MODIFICATION**

**MODIFICATION #2**

**ISSUE DATE: January 19, 2018**

**REFERENCE:** Title: On-Line Marketplace for the Purchase of Goods and Services  
Contractor: Amazon Services, LLC  
Period of Contract: January 18, 2017 through January 18, 2022

*Modify the above referenced contract as follows:*

- 1. All references in the Contract to free two-day shipping on orders of \$49 or more are hereby deleted.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

*Jim Totty*

Jim Totty, CPPO, C.P.M.  
Supervisor of Purchasing

Amazon Services, LLC

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

DocuSigned by:  
*Prentis Wilson*  
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Signature

*Jim Totty*  
Signature

Prentis Wilson VP, Amazon Business

Jim Totty, CPPO, C.P.M.  
Supervisor of Purchasing

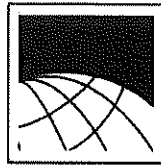
Name and Title  
January 26, 2018

*1-29-18*  
Date

Date

**PURCHASING OFFICE**





**Prince William County**  
**PUBLIC SCHOOLS**  
*Providing A World-Class Education*

## CONTRACT MODIFICATION

**MODIFICATION #1**

**ISSUE DATE: November 17, 2017**

**REFERENCE:**

Title: On-Line Marketplace for the Purchase of Goods and Services  
Contractor: Amazon Services LLC  
Period of Contract: January 18, 2017 through January 18, 2022

*Modify the above referenced contract as follows:*

1. The following states may now use the contract: Hawaii, Vermont and Maine.
2. Date corrections on the Memorandum of Negotiations are as follows:
  - Change the date on PWCS General Terms and Conditions header from December 16, 2016 to January 19, 2017. All terms and conditions remain the same.
  - Change the contract term expiration date from December 31, 2021 to January 18, 2022. The renewal options remain the same.
  - Section d., latest Amazon's Business Accounts Terms and Conditions, per attachment, dated November 15, 2017.
3. Add the following Special Provision:
  - 10.7. ADDITION OF BUSINESS PRIME SHIPPING. Contractor's Business Prime Shipping Program (currently described here) is hereby added to the Contract. PWCS may enroll in and access the Business Prime Shipping Program's benefits at no charge during a limited promotional period, commencing on January 1, 2018 and ending on December 31, 2018. PWCS' access and use of the Business Prime Shipping Program will be pursuant to the Business Prime Shipping Program's terms and conditions (currently available here).

**PURCHASING OFFICE**



Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

*Jim Totty*

Jim Totty, CPPO, C.P.M.  
Supervisor of Purchasing

Amazon Services LLC

DocuSigned by:  
*Prentis Wilson*  
7B8AF34EE3F439...  
Signature

Prentis wilson VP, Amazon Business

Name and Title

November 28, 2017

Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

*Jim Totty*  
Signature

Jim Totty, CPPO, C.P.M.  
Supervisor of Purchasing

11/24/17  
Date

PURCHASING OFFICE



## **Amazon Business Accounts Terms & Conditions**

Last updated November 15, 2017

These terms and conditions ("**Terms**") govern your access to and use of a set of features, services, and functionality on Amazon.com for registered business customers to purchase products and use services for business purposes ("**Amazon Business**"). These Terms constitute an agreement between Amazon Services LLC and/or its affiliates ("**Amazon**," "**we**," "**us**," or "**our**") and the entity you represent ("**you**"). Please note that your use of Amazon Business is also governed by Amazon's [Conditions of Use](#) and the [Amazon.com Privacy Notice](#), as well as all other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website, all of which (as changed over time) are incorporated into these Terms. Capitalized terms have the meanings given to them in these Terms or the Conditions of Use.

### **1. REGISTRATION**

An organization has a Business Account with Amazon once an individual associated with the organization registers the business and creates the first business user account associated with that organization. That individual can invite others to be part of the organization's Business Account. Each additional user that purchases or otherwise acts on behalf of the business and joins the organization's Business Account must create a new business user account that is part of and associated with the organization's Business Account. Business Accounts and business user accounts are intended for businesses and business-related organizations and may be used solely for business purposes. To create a business user account, users must use a valid email address. Unless explicitly permitted, a user may only create one account per email address. If a user creates a business user account using the email address and password connected to an existing Amazon customer account, the user must either (a) change the email address and password associated with the existing account, or (b) if the user wishes to have only one account, convert the existing account into a business user account (which may make business user account information visible to others as described in Section 2). Once you complete the Business Account registration and verification process, your organization will be registered with Amazon.

### **2. ACCOUNT MANAGEMENT**

You are responsible for all activities that occur under your organization's Business Account and any associated business user accounts, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents). Except to the extent caused by our breach of these Terms, we and our affiliates are not responsible for unauthorized access to your Business Account or business user accounts. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your Business Account or associated business user accounts in accordance with these Terms) and are solely responsible for any use or action taken under your password. You will contact us immediately if you believe an unauthorized third party may be using your Business Account or associated business user accounts or if your Business Account or any business user

account information is lost or stolen. You are responsible for ensuring that all users affiliated with your organization's Business Account are aware of and comply with these Terms.

We may give users the ability to invite other individuals affiliated with your organization to create business user accounts that are associated with the organization's Business Account and purchase, approve or act as an administrator on behalf of your organization. Administrators have the ability to invite other users to join the Business Account and to administer, manage, or close business user accounts. You will be responsible for all actions taken by Business Account users. You acknowledge that users may have access to information from your Business Account and associated business user accounts, such as shipping addresses, payment methods, and order history. Administrators are responsible for inviting only people affiliated with, and authorized to act on behalf of, your organization to create a business user account that is associated with your organization's Business Account. Any user designated as an administrator will have similar capabilities to manage Business Account features and invite new users to purchase, approve or act as an administrator on behalf of your organization. You agree that Amazon is not responsible for, and will have no liability arising from, the disclosure of the information of your organization or any associated business user accounts to any user associated with your organization.

If any user with a business user account that is associated with your Business Account leaves your organization or is no longer authorized to purchase, approve or otherwise act on behalf of your organization, you are solely responsible for contacting Amazon through tools we designate to have that user's business user account closed, disabled or removed from the organization's Business Account. Amazon disclaims all liability for, and you are solely responsible for, any actions taken or purchases made prior to closing, disabling or removing the user's business user account from the organization's Business Account. Please review our [Amazon Business Help](#) carefully for more information on the effects of disabling or removing a business user account from your organization's Business Account. Please note that a business user account that is removed is converted back into a personal account, with the individual able to access order history for purchases made using an individual payment method while associated with the organization's Business Account.

If you, as an individual user, create a business user account that is associated with an organization's Business Account, you acknowledge and consent that your organization and designated individuals acting as administrators have full access to and authority over (a) your business user account (with the ability to close or disable your business user account or remove it from the business and convert it into a personal account), and (b) details from your business user account, such as, and not limited to: order history, addresses, payment details, and other personal information associated with your business user account. By creating a business user account that is associated with an organization's Business Account, you, as an individual user, consent to sharing this information with your organization and its designated representatives and agree to release Amazon for any and all liability for any of your business user account information provided to or used by your organization, the administrator(s) of your organization, and any other users associated with your organization. If you order a product using an individual payment method (e.g., personal credit card) and you or your administrator requests, and Amazon provides, a replacement of this item, you consent that we may charge any eligible payment method we have on record for your business user account for any replacement product sent to your business if the original product is not returned within 30 days of you or your administrator's request for replacement.

### **3. BUSINESS AND ORDER VERIFICATION**

We may use the business name, address, taxpayer ID# and any other information you provide about your organization or users or that we may request or determine is necessary to verify accuracy and eligibility for Amazon Business. We may make, directly or through third parties, inquiries to validate information that you provide to us. We may accept or refuse use of Amazon Business at our discretion and may modify purchasing rights or privileges at any time. We may share any information or documents you provide with third-party sellers that offer certain Amazon Business features for verification purposes.

Certain products require licensing, certification or other credentials to purchase them. To purchase such products, you must provide us with a valid license, certification or other credentials (collectively, the “**Credentials**”), as determined in our sole discretion. We may use information you provide, as well as information relating to your account such as your business name and address, to verify the Credentials, and we may request additional information from you to assist in that verification. We may, in our sole discretion and at any time, suspend or terminate your ability to purchase such products.

#### **4. THIRD-PARTY SERVICE PROVIDERS**

Amazon Business may enable third party service providers (“providers”) to integrate with Amazon Business. If you choose to use such a provider in connection with your Business Account, you authorize Amazon to disclose to the provider account information, including, without limitation, information regarding you, your Users, your employees or agents, and your and your User’s orders. You acknowledge this information will be governed by the provider’s privacy, data and security policies. You and your Users consent to Amazon’s sharing this information with the provider and agree that Amazon is not responsible for and will have no liability arising from Amazon’s disclosure of, or any provider’s use of, this information.

Amazon is not responsible for any services provided by the provider. You are responsible for the approvals of Amazon orders, verification of shipping addresses and any disputes regarding orders, and you agree that Amazon will have no liability arising in any way from your use of the provider, including, but not limited to, any unauthorized charges you or your employees or agents incur.

#### **5. REPRESENTATIONS, WARRANTIES AND COVENANTS**

You represent, warrant and covenant that:

- (a) you are using Amazon Business for business purposes and you agree that you will not purchase any products from Amazon.com for individual, personal, family or household use;
- (b) your organization is duly organized, validly existing and in good standing in the jurisdiction in which your organization is registered;
- (c) the individual entering into these Terms on behalf of your organization has all necessary legal authority to bind you to these Terms;
- (d) you have all requisite right, power, and authority to enter into these Terms, perform your obligations, and grant the rights and authorizations in these Terms;
- (e) any information provided or made available by you to Amazon or its affiliates is at all times accurate and complete;

(f) you and all your subcontractors and agents will comply with all applicable laws, rules, regulations, codes, orders and other requirements of governmental agencies (“Laws”) in your performance of your obligations and exercise of your rights under these Terms and with your purchase and use of any products from Amazon.com;

(g) all users who use business features or purchase on behalf of your organization are authorized to do so and all purchases made by these users are authorized purchases of your organization;

(h) any Credentials, and all documentation or other information you provide to us to validate such Credential, are accurate, complete and reflect your Credential status, and that you will provide updates, additional Credentials or supporting information as required to ensure all such documentation or information remains up-to-date at all times;

(i) the provision to Amazon of any Credentials and related information, any delegation of purchasing authority under any Credentials and all purchases made using the Credentials are with the authority of the Credential holder;

(j) you will only purchase products requiring Credentials as permitted under any Laws and within the scope of any Credential you provide;

(k) if your Business Account has a tax exemption certificate associated with it, any tax exempt purchase made from business user accounts are paid for with the organization’s funds;

(l) unless authorized by Amazon, you will not use any product purchased from Amazon.com in connection with, or to fulfill, a federal, state, or local government contract or subcontract, if doing so could subject Amazon to any term, condition, obligation or other provision different from or in addition to the provisions of these Terms;

(m) you will use any products purchased from Amazon.com as intended by the manufacturer and in compliance with all product information provided by the manufacturer;

(n) your purchase of products from us will not, either by your export of those products, your sale or use of those products, your legal status or otherwise, cause us to violate any Law;

(o) you are not an agent of Amazon and agree to comply with the applicable provisions of the Foreign Corrupt Practices Act. You are not on, or associated with, any person or entity on any of the blocked, denied or debarred persons and entities lists maintained by the U.S. Department of Commerce's Bureau of Industry and Security, the U.S. Department of the Treasury's Office of Foreign Assets Control or the U.S. Department of State's Directorate of Defense Trade Controls (collectively, “**Denied Persons Lists**”); or subject to a denial order issued by the U.S. Department of Commerce. You agree (i) not to export any product to any entity or person within any country subject to United States economic sanctions or embargoes without obtaining prior authorization from the United States government, (ii) not to export or provide items to persons that are ineligible under United States Law to receive those items, including but not limited to persons on any Denied Persons List, and (iii) that any products purchased by you will not be used, or made available to a third party for use, in any activities directly or indirectly related to Weapons of Mass Destruction (WMD) proliferation activities; and

(p) you agree to comply with the Healthcare Disclosure Policies if you purchase products that are reimbursable under Medicare, Medicaid, or other federal or state healthcare programs.



## **6. LICENSE**

Subject to your compliance with these Terms and your payment of any applicable fees, Amazon or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use Amazon Business solely in accordance with these Terms. This license does not include the right to resell any Amazon Business feature; any collection and use of any product listings, descriptions, or prices; any derivative use of Amazon Business; any downloading or copying of Amazon Business information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Terms are reserved and retained by Amazon or its licensors, suppliers, publishers, rightsholders, or other content providers. No feature or part of Amazon Business may be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose without express written consent of Amazon. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Amazon without express written consent. You may not use any meta tags or any other "hidden text" utilizing Amazon's name or trademarks without the express written consent of Amazon. You may not misuse Amazon Business. You may use Amazon Business only as permitted by law. The licenses granted by Amazon terminate if you do not comply with these Terms.

## **7. INDEMNIFICATION**

You agree to indemnify, defend and hold harmless us and our affiliates, and our and their respective officers, directors, employees, representatives and agents against any loss, claim, damage, settlement, cost, expense, tax or other liability (including, without limitation, reasonable attorneys' fees) (each a "Claim") arising from or related to (a) any breach of the Terms, (b) any unlawful or improper use by anyone of any product ordered by you, or (c) your negligence or willful misconduct. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

## **8. PRODUCT INFORMATION; PRODUCT COMPLIANCE AND SUITABILITY**

We recommend that you do not rely solely on the information presented on our website. Please always read labels, warnings and directions provided with the product before use. Amazon does not guarantee compliance or suitability of products with any Laws, nor does Amazon accept responsibility for installation and/or use of a product. It is your responsibility to review the product application and all applicable Laws for each relevant jurisdiction to be sure that the installation and/or use involving the products comply with applicable Laws.

## **9. AMAZON.COM SITE AND FEATURES**

**9.1 SELLER CREDENTIALS.** Any diversity, industry and other certifications made available to you are provided by third-party sellers on Amazon.com and have not been independently verified by Amazon. You should carefully review and validate any certifications and supporting information that you use to make your purchasing decisions. We take no responsibility and assume no liability for any certifications or supporting information provided by third-party sellers.

**9.2 BUSINESS PRICING.** We may provide you access to discounts for business customers. In these instances, the available price on the detail page will reflect this discount. You agree that any business

pricing or discounts that Amazon provides to you are the confidential and proprietary information of Amazon. You agree not to manually copy or use any data mining, scraping or similar data gathering and extraction tools with respect to such pricing or discounts. If you have negotiated pricing with a supplier and choose to have pricing that is specific to you available on Amazon Business, you acknowledge and agree that we may share sales information regarding products purchased by you at these prices with the applicable supplier (including any business or shipping addresses). You acknowledge that we may share contact information for your organization's administrator or other applicable employees with the supplier in connection with this pricing.

**9.3 LIVE EXPERT.** Our LiveExpert service connects you directly with manufacturers' agents so you can ask technical and product related questions via chat, email, or phone. Product support agents are employed by the manufacturer and not Amazon. We record your communications with manufacturers' agents to monitor the quality of these communications. Any questions you ask or suggestions you provide may be used by Amazon for any purpose. We recommend that you not share any customer identifying information with manufacturers' agents to protect the privacy of your information. You acknowledge that all information and answers are provided by the applicable manufacturer, and that Amazon is not responsible for, and disclaims any liability related to, any content provided by any manufacturer.

**9.4 GIFT CARDS.** All purchases and redemptions of Amazon.com Gift Cards ("Gift Cards") are subject to the terms and conditions at <http://www.amazon.com/gc-legal> ("Gift Card Terms"). You may only distribute Gift Cards purchased through a Business Account or associated business user accounts as part of your employee or customer incentive, loyalty, rewards, recognition, or gifting program in the United States (each a "Loyalty Program"). You may not imply that Amazon is associated with any Loyalty Program or use Gift Cards in any unsolicited communications. You may not use or distribute any intellectual property of Amazon in connection with any Loyalty Program. You may not resell or transfer Gift Cards for value or permit fees to be charged for a Gift Card. You may not permit Gift Cards to be used for internal use. You may not purchase or redeem, or suggest or direct that recipients use or redeem Gift Cards through the Amazon Associates Program. You may not purchase more than \$10,000 in Gift Cards per day through your Business Account (including all associated business user accounts). You must ensure that your Loyalty Program complies with these restrictions and the Gift Card Terms. Amazon reserves the right, in its sole discretion, to reject orders or prohibit advertisement, offer, or distribution of Gift Cards in any location, in any manner, and by any individual or entity.

**9.5 KINDLE CONTENT PURCHASES FOR OTHERS.** We may enable you to purchase digitized content from the [Kindle Store](#) for others through your Amazon Business account. All redemptions of digitized content purchased from the Kindle Store, such as books ("Kindle Content"), are subject to the [Kindle Store Terms of Use](#). Each copy of Kindle Content you purchase may only be redeemed by a single Amazon.com user account and cannot be revoked or transferred by you after redemption. You may not resell the Kindle Content redemption links or any other entitlement to the Kindle Content. If we terminate your access to Amazon Business or you otherwise violate these Terms, we may disable any unredeemed Kindle Content that you have purchased.

## **10. DISCLAIMER**

AMAZON MAKES NO WARRANTY OR REPRESENTATION CONCERNING THE ACCURACY OF PRODUCT INFORMATION PROVIDED AND OUR SOLE LIABILITY FOR ANY LOSSES OR DAMAGES BY YOU ARISING FROM ANY INACCURACY IN THE PRODUCT INFORMATION WILL BE LIMITED TO REIMBURSEMENT OF THE PRICE PAID

FOR THAT PRODUCT. AMAZON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW. AMAZON ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF MISUSE, IMPROPER SELECTION, IMPROPER INSTALLATION, MODIFICATION, MISREPAIR OR MISAPPLICATION OF THE PRODUCT.

## **11. LIMITATIONS OF LIABILITY**

UNDER NO CIRCUMSTANCES WILL AMAZON BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS THAT RESULT FROM YOUR PURCHASE OF ANY PRODUCTS OR USE OF ANY AMAZON SERVICES ON AMAZON.COM, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AMAZON'S LIABILITY IN ALL EVENTS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT OR SERVICE THAT GIVES RISE TO ANY LIABILITY.

## **12. ENTIRE AGREEMENT**

The terms and conditions in these Terms, the Amazon.com Conditions of Use, the Amazon.com Privacy Notice, and any applicable terms, conditions, policies, requirements or limitations contained on the Amazon.com website constitute the exclusive and complete agreement between Amazon and you. Amazon will not be bound by, and specifically rejects, any term, condition, obligation, or other provision which is different from or in addition to the provisions of these Terms or which may be in any order, receipt, acceptance, confirmation, correspondence or other document.

Any purchase order (PO) number or other internal information particular to your organization that is provided by a user during the purchasing process is provided only for your internal purchase tracking. Amazon doesn't agree to terms, conditions, obligations, or provisions that are different from or added to these Terms and the policies and information on the Amazon.com website.

## **13. AGREEMENT CHANGES**

We may in our discretion change these Terms, Amazon.com's Conditions of Use and Privacy Notice, or any aspect of Amazon Business, without notice to you. From time to time, Amazon may choose in its sole discretion to add or remove benefits or features of Amazon Business. If any change to these Terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. YOUR CONTINUED USE OF AMAZON BUSINESS AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR BUSINESS ACCOUNT AND BUSINESS USER ACCOUNT.

## **14. TERM; TERMINATION BY US**

The term of these Terms will begin on the date you click to accept it and will continue until you or we terminate it. We may terminate these Terms and access to your Business Account, business user account or use of any business features at our discretion with or without notice. You are entitled to terminate these Terms by giving us notice and closing your account. Upon termination, all rights and obligations under these Terms will automatically terminate except for any right of action occurring

prior to termination, payment obligations, and obligations that are intended to survive termination, including, without limitation, Sections 4 –18 of these Terms.

## **15. FORCE MAJEURE**

We will not be liable for any delays in delivery or failure to perform any of our obligations under these Terms by reasons, events or other matters beyond our reasonable control.

## **16. CONFIDENTIALITY; PUBLICITY**

You will (a) protect and not disclose information made available by us that is identified as confidential or that reasonably should be considered confidential; (b) use this information only for internal purposes and in connection with your use of Business Accounts; and (c) destroy or return all such information to us promptly when the Terms terminate (and, upon request, confirm such destruction in writing). This section covers all confidential information regardless of when you receive it. Unless you have received our express written permission, you will not otherwise use any trademark, service mark, commercial symbol or other proprietary right of ours, issue press releases or other publicity relating to us or these Terms, or refer to us in promotional materials. If authorized, you may only use Amazon trademarks in accordance with the [Trademark Guidelines](#).

## **17. SUGGESTIONS**

If you elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to Business Accounts (including any related technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner.

## **18. MISCELLANEOUS**

Your use of Business Accounts is subject to the disputes and applicable law provisions of the Conditions of Use, which are incorporated by reference.

The parties to these terms are independent contractors. These Terms do not create any third party beneficiary rights in any individual or entity that is not a party to these Terms. You may not assign these Terms, by operation of law or otherwise, without our prior written consent. Subject to that restriction, these Terms will be binding on, inure to, and be enforceable against the parties and their respective successors and permitted assigns. We may perform any of our obligations or exercise any of our rights under these Terms through one or more of our affiliates. Our failure to enforce your strict performance of any provisions of these Terms will not constitute a waiver of our right to enforce such provisions or any other provision of these Terms subsequently. If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. In the event of any conflict between these Terms and the Conditions of Use, these Terms will prevail.

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# Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

**CONTRACT NUMBER: R-TC-17006**

This Contract entered into this 19th day of January 2017 by, **Amazon Services, LLC, Amazon Business, 325 9<sup>th</sup> Avenue N., Seattle, WA 98109**, 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 an On-Line Marketplace for the Purchase of Products and Services 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. Memorandum of Negotiations dated January 19, 2017.
3. **CONTRACT TERM AND RENEWAL:**
  - 3.1. The initial term of this contract shall be from the date of award, January 19, 2017 to January 18, 2022, with the option to renew for three (3) additional two (2)-one-year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
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:** In accordance with Contractor's proposal, Section 4.2.2. and 5.3.2.
6. **PRICING:** In accordance with Contractor's proposal, Section 4.2.1.
7. **PAYMENT TERMS:** In accordance with Contractor's proposal, Section 5.3.6.

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:**

Prentis D. Wilson, Jr.  
 Authorized Signature  
Prentis D. Wilson, Jr.  
 Type Name  
Vice President  
 Title  
Jan 27, 2017  
 Date

**PURCHASING AGENCY:**

Jim Totty  
 Authorized Signature  
Jim Totty, CPPO, C.P.M.  
 Type Name  
Supervisor of Purchasing  
 Title  
1-31-17  
 Date





**Prince William County**

**PUBLIC SCHOOLS**

*Providing A World-Class Education*

**MEMORANDUM OF NEGOTIATIONS**

**R-TC-17006**

Dated: January 19, 2017

Prince William County Schools (hereinafter called PWCS) and Amazon Services, LLC (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-TC-17006 for On-Line Marketplace for the Purchases of Products and Services. The final Contract contains the following documents listed in the order of precedence:

- a. Contractor's proposal dated October 14, 2016;
  - b. Contractor's response to Clarification Questions dated October 31, 2016, attached;
  - c. PWCS's Request for Proposal, R-TC-17006 and all Addendum #1;
  - d. Contractor's Business Accounts Terms and Conditions (currently available at <https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180>), attached;
  - e. PWCS's General Terms and Conditions, Section 11 (RFP – Revised 12/16/16), attached;
  - f. This Memorandum of Negotiations;
  - g. Any subsequent modifications to the Contract.
1. The contract term shall remain as originally issued in the RFP, as follows:
    - 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.
  2. Amazon Whispercast is not being offered upon award but will remain in scope for future offerings by the Contractor. In addition, all new Amazon business opportunities may be modified to the Contract by mutual agreement between the Contractor and PWCS.





3. The following provision is added to PWCS Special Terms and Conditions:

**10.7 NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE:**

As permitted under the rule published at 80 FR 54407, Prince William County Schools is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits). This provision shall constitute the documentation of this decision as required, and shall be deemed incorporated into our internal procurement policies.

4. Contractor's response to Clarification Questions dated October 31, 2016, Question #1: The State of Iowa is hereby removed as an excluded state and allowed use of the Master Agreement award.

ACCEPTED BY:

        *Rene D. Wilson*          
Contractor Authorized Signature

        Jan 27, 2017          
Date

        Vice President          
Title

        *Jim Totty*          
Jim Totty, C.P.M., CPPO  
Supervisor of Purchasing

        1/31/17          
Date





**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 14<sup>th</sup>, 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](mailto: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**

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## 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](#)  
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[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](mailto: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:**

<b><u>Date</u></b>	<b><u>Schedule of Items</u></b>
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**

<b><u>Evaluation Criteria</u></b>	<b><u>Assigned Weight</u></b>
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.

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#### 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](http://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](http://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:**

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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

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

## 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.
<b>Total: 366</b>		

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			
<b>Total Supplier Sales</b>			

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 tradeshows 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](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

**Other states:**

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

<b><u>Hawaii Agencies</u></b>	Silver Dolphin Bistro
<b><u>College and University</u></b>	US Navy
ARGOSY UNIVERSITY	<b>K-12</b>
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
<b><u>Community College</u></b>	KE KULA O S. M. KAMAKAU
COLLEGE OF THE MARSHALL ISLANDS	KIHEI CHARTER SCHOOL
Honolulu Community College	Malama Honua Public Charter School
<b><u>Consolidated City/County</u></b>	MARYKNOLL SCHOOL
CITY AND COUNTY OF HONOLULU	Our Savior Lutheran School
Lanai Youth Center	PACIFIC BUDDHIST ACADEMY
<b><u>County</u></b>	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	<b><u>Non-Profit</u></b>
MAUI COUNTY COUNCIL	ALOHOLIC REHABILITATION SVS OF HI
<b><u>Federal</u></b>	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	<b>Other</b>
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	<b>State Agency</b>
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**

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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
<b>Federal</b>	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
<b>Housing Authority</b>	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
<b>Independent Special District</b>	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	<b>K-12</b>
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 TRAIL SCHOOL DISTRICT NO.46  
 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**

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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 OF THE 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 Academy 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 QUADRIPLIGICS 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  
Summit 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

<b>State:</b> HI	Anahola
<b>Account Type:</b> 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
Kaunakani	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.