



Harford County Public Schools 102 South Hickory Avenue Bel Air, Maryland 21014

> Purchasing Department 410-809-6044

RFP #12-JLH-011

REQUEST FOR PROPOSALS

FOR

FACILITIES SOLUTIONS: INCLUDING THE RENTAL AND SERVICE OF UNIFORMS, MATS, MOPS AND TOWELS AND OTHER RELATED PRODUCTS AND SOLUTIONS

Proposals Due: February 16, 2012, 2:30 pm EDT

THIS SOLICITATION IS MADE ON BEHALF OF HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND AND OTHER GOVERNMENTAL AGENCIES AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE.

> See Information on Page 7, Paragraph P. regarding the date/time of the Pre-Proposal Conference

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REQUEST FOR PROPOSAL

FACILITIES SOLUTIONS: INCLUDING THE RENTAL AND SERVICE OF UNIFORMS, MATS, MOPS AND TOWELS AND OTHER RELATED PRODUCTS AND SOLUTIONS

Section I - General Information

A. Introduction

It is the intent of this RFP to solicit sealed proposals from qualified business entities to provide a comprehensive solution of a broad scope of facilities solutions on a national level, including the rental and service of uniforms, mats, mops, and towels and other related products and facilities solutions.

The method of procurement will be a competitive negotiation via a Request for Proposal (RFP) which may include the submission of best and final offers.

Price will not be the sole determinant for the award. As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals (RFP) will be evaluated based upon criteria formulated around best value which may include among other criteria: price, quality, performance references, financial information and the ability to successfully supply public entities throughout the United States.

B. Background

This solicitation is on behalf of Harford County Public Schools and those public entities that elect to access the Master Agreement through the U.S. Communities Government Purchasing Alliance.

The Harford County Public Schools System (HCPS) is the seventh largest of the 24 Maryland School Systems. HCPS has 54 schools and a total enrollment of approximately 40,000 students. We invite you to learn more about our district by visiting our website at <u>http://www.hcps.org</u>.

C. Procurement Administrator

Jeff LaPorta, CPPB, Supervisor of Purchasing, will administer the solicitation process and will be the point of contact for purposes of this Request for Proposal. All questions and inquires should be emailed to <u>jeff.laporta@hcps.org</u>. All questions should be received by the close of business on January 27, 2012 at 4:00 pm EDT. Responses will not be made to telephone, faxed or mailed inquires.

D. Proposal Submission

One (1) original and eight (8) copies including four (4) CD's or flash drives of the Technical Proposal are required, as well as two (2) Price Proposals. Proposals shall be submitted to, or hand delivered to,

Harford County Public Schools, 102 S. Hickory Avenue, Bel Air, Maryland 21014 to the attention of the Purchasing Department no later than February 16, 2012 at 2:30 pm EDT.

Technical and Cost Proposals shall be in separate sealed envelopes/containers. Cost Proposals must be submitted on the Bid Form/Price Sheet provided. Proposals must be clearly labeled showing the RFP number, firm's name and address, and the proposal due date on the outside. Late proposals will not be accepted and will be returned unopened. A Register of Proposals will be prepared at the closing time. The Register of Proposals shall be open for inspection after award of the contract.

E. Proposal Acceptance

Proposals including price must remain valid for a period of not less than ninety (90) days to allow for evaluation, School Board approval and contract execution. Harford County Public Schools reserves the right to accept or reject any or all proposals, waive informalities and select the most favorable proposal that will serve its best interest as well as the best interest of those participating governmental entities.

F. Calendar of Events (Subject to Change)

Event

Date

Issue RFP	January 12, 2012
Pre-Proposal Conference (not mandatory)	January 19, 2012 - 10:30am to 12:00pm EDT
Deadline for receipt of questions via email	January 27, 2012 by 4:00pm EDT
Issue Addendum/s (if required)	February 3, 2012
Proposal due date	February 16, 2012 by 2:30pm EDT
Finalist firms notified/interviewed	on or about March 1, 2012
Negotiation of Best & Final Offer	on or about March 2, 2012
Approval-Board of Education	March 26, 2012
Approval-Board of Education	March 26, 2012
Contract Effective Date	April 1, 2012

G. Incurring RFP Preparation Cost

Harford County Public Schools accepts no responsibility for any expense incurred in the proposal preparation, on-site presentation, mailings, etc.

H. Insurance Requirements

Insurance requirements are contained in General Requirements, attached herewith. The Contractor must have in force and will maintain insurance, including workers compensation, not less than the amounts specified. These insurance requirement are only specific to purchases made to HCPS and does not apply to other entities who use this agreement. Individual public entities will have their own specific insurance requirements.

I. Confidential Information

Trade secrets or proprietary information submitted in response to this solicitation must be clearly labeled as "Confidential" and may not be disclosed unless required under the appropriate freedom of information statute. Proposers must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. If awarded, the RFP and all related documents and proposal submissions will become part of the contract award.

J. Contract Term

The term of the contract will be for three (3) years following the contract award date with the option to renew for three (3) additional one (1) year periods. There may be annual negotiations of price, terms and discounts with any changes taking effect on the anniversary date of the contract. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U) U.S. City Average, Baltimore Region (Washington-Baltimore).

K. Termination for Cause/Convenience

If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the contract, Harford County Public Schools may terminate the contract by 30 day written notice to the Contractor. HCPS can affirmatively collect damages which may result from the Contractor's breach.

Harford County Public Schools may terminate all or any part of the Contract for the convenience of the Harford County Public Schools with 30 day written notice. The Contractor will be paid for reasonable costs incurred to the date of termination, if applicable.

L. Disputes

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter in question shall be referred to the Harford County Public Schools Supervisor of Purchasing, who shall decide the issue and provide a written response to the Contractor. The decision of the Supervisor of Purchasing shall be final and conclusive.

The Contract shall be governed by the laws of the State of Maryland and nothing in this contract shall be interpreted to preclude the parties seeking any and all remedies provided by law. All protests must be in writing and submitted to the Supervisor of Purchasing. Prior to dispute resolution through the appropriate legal means, i.e. adjudicated by the appropriate Courts, the parties will participate in Alternative Dispute Resolution (ADR), in an attempt to resolve the dispute in accordance with the commercial Rules of the American Arbitration Association in effect at the time. All disputes shall be decided by a single arbitrator. All costs associated with ADR will be borne by the Awarded Contractor.

M. Billing and Payment

Specific to HCPS, unless otherwise instructed, the preferred method of payment is by US Bank Visa credit card. If this is not possible, invoices must be submitted to the Accounts Payable Office, 102 S. Hickory Ave., Bel Air, Maryland, 21014. Purchase order numbers or contract numbers must appear on the invoice.

Please advise in your Technical Proposal if payment via VISA credit card is not acceptable.

Specific to other entities that may access this contract via the Master Agreement payment methods will be entity specific and may include, credit card payment, payment by invoice, or other options including electronic payment. Any unacceptable payment options must be clearly articulated in the technical submission.

N. Multi-Agency Procurement

Harford County Public Schools assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this Request for Proposal. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the proposal response.

O. About This Document

This document is a Request for Proposal (RFP). It differs from a Request for Bid/Quotation in that Harford County Public Schools is seeking a solution, as described in the cover page and in the following sections, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest prices proposed may not guarantee an award recommendation. As defined in the American Bar Association Model Procurement Code, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, and availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a contractor(s) approach meets the desired requirements and needs of Harford County Public Schools. Those criteria that will be used and considered in evaluation for award are set forth in this document.

No negotiations, decisions, or actions shall be initiated by any proposers as a result of any verbal discussion with any Harford County Public Schools member or U.S. Communities staff prior to the opening of proposals in responses to this document. RFP Offerors shall make no contacts – either written or verbal – with any individual other than the individual identified herein during the period beginning with the issuance of this RFP through approval of award. Any attempt by a supplier/proposer to influence a member or members of the aforementioned may be grounds to disqualify the proposal from the proposer from further consideration.

As applicable to the service identified in this solicitation, trade secrets or proprietary information submitted by a supplier/proposer in connection with this solicitation may not be subject to disclosure.

Proposers must clearly identify the materials to be protected and state the reasons why protection is necessary.

If awarded, this RFP document in its entirety including attachments, appendices and addendums will become part of the Contract. Harford County Public Schools reserves the right to reject any or all proposals at any time and make necessary arrangements to contract for the services or work described and proposed in the manner most feasible and applicable when in its best interest to do so.

P. Pre-Proposal Conference

A pre-proposal conference will be held on January 19, 2012 beginning at 10:30 am EDT. The location will be at the Harford County Public Schools Administration Building, 102 S. Hickory Avenue, Bel Air, MD 21014, 2nd Floor, Room 234.

The conference is not mandatory. Interested proposers are strongly encouraged to attend.

Q. Multiple Awards

It is the intent of HCPS to make a single award, but reserves the right to make multiple awards at its discretion.

Section II – Performance Work Statement

Outcome

The expected outcome of this proposal is to enter into a contractual relationship with a business partner who will provide commodities and services incidental to providing K-12 school districts, community colleges, higher education institutions, municipalities, counties, state agencies and other participating public agencies throughout the United States with the service of rental of uniforms, mops, mats and towels and other products and solutions and the most extensive and comprehensive array of facilities solutions at the lowest possible cost. Products must meet the highest quality control standards and be durable and reliable.

The primary focus of this RFP is to award a national contract(s), to those supplier(s) that offer the most comprehensive solutions to the above outcome statement.

Proposer must demonstrate that they have comprehensive solutions to provide the rental of uniforms, mops, mats and towels and other products and facility solutions in a fast and effective manner.

Proposers are encouraged to detail in their Technical Proposal any related value added services that will benefit contracting agencies.

Proposal Submission

This RFP requires a two-part submission process. Separate Technical and Price Proposals are to be submitted in sealed envelopes on the date and time stipulated. One (1) original and eight (8) copies (total of 9) and four (4) CD's or flash drives of the Technical Proposal are required. Two (2) copies of the Cost Proposal are required. The proposal due date is February 16, 2012 at 2:30 pm, EDT. Late proposals will not be accepted and will be returned unopened. A Register of Proposals will be prepared at the closing time and will be available for inspection after award of the Contract.

Definitions

Definitions as used herein:

- A. The term "solicitation" used in this document means this Request for Proposal (RFP).
- B. The term "offer and "proposal" are used synonymously and mean a response to this solicitation.
- C. The terms "offeror" and "proposer" are synonymous and refer to the entity/business/individual that submits a response to this solicitation.
- D. Harford County Public Schools, Maryland may be referred to as "HCPS".
- E. Rental of garments includes cleaning and laundering.
- F. Lease of garments excludes cleaning and laundering.

Specific Information Requested From All Proposal Submitters

Harford County Public Schools may make such investigations deemed necessary to determine the ability of the Offeror to furnish the necessary requirements described herein. The Offeror shall furnish, to

Harford County Public Schools, all data and information requested in order to determine the Offerors ability to perform under this RFP. Harford County Public Schools reserves the right to reject any offer if the evidence submitted by, or investigation of, such Offeror fails to satisfy Harford County Public Schools that such Offeror is qualified to carry out the obligations of the contract.

#	Item	Complete
1	1 Original Technical Proposal and 8 Copies and 4 CD's or flash drives (pg 3 & 8)	
2	2 Price Proposals (pg 3 & 8)	
3	Acceptance of procurement cards? (pg 5-6)	
4	Technical Proposal Criteria – Specific Requirements A-O (pg 11)	
5	Technical Proposal Criteria – Specific Conditions (pg 12-13)	
6	Price Proposal Criteria (pg 13-14)	
7	Supplier Qualification Worksheet (pg 24)	
8	Supplier Information (pg 27-30)	
9	Attachment A – Technical Proposal Signature Sheet (pg 31)	
10	Attachment C – U.S. Communities Administration Agreement, signed unaltered,	
	(pg 34-44)	
11	Attachment G - General Requirements – specific to HCPS (pg 84-90)	
12	Attachment H - Insurance Requirements – specific to HCPS (pg 91-94)	
13	Anti-Bribery Statement (pg 95)	
14	Bid Form/Price Sheet (pg 96-101)	
15	Price Proposal Signature Sheet (pg 101)	

The following is a checklist of required information:

Section III – Evaluation and Selection Process

The evaluation criteria are set forth below and are intended to be the basis by which each proposal shall be evaluated. This is a two-step evaluation process. Technical Proposals and Price Proposals shall be submitted separately and labeled accordingly. Technical Proposals will be evaluated first. Each proposal will be assigned an adjectival rating as described below. A short list will be prepared of the top two highest ranking technical proposals. These two finalist firms may be invited to provide an oral presentation either on-site or via teleconference and to negotiate best and final offers, both in terms of Technical and Price Proposals. Based on a final evaluation of both Technical and Price Proposals from the two finalist firms, a selection will be made. The highest ranking firm shall be given first rights for finalization of a contract agreement.

Evaluation Criteria Definitions:

- A. <u>Discussion</u>: Written or oral communications including negotiations between the Harford County Public Schools and an Offeror that involves information essential for determining the acceptability of the Proposal or to cure identified defects in the Proposal.
- B. <u>Clarification</u>: Communication with an Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Proposal. Unlike discussion, clarification does not give the Offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in revision.
- C. <u>Deficiencies:</u> Any defects in the proposal which preclude acceptance. Involves any part of the Offeror's Proposal which would not satisfy the minimum requirements established in this solicitation. It may also include failure to provide information and questionable technical or management approaches.
- D. <u>Weakness:</u> Aspect of or omission from an Offeror's proposal that includes ambiguities and conflicts within the Proposal, lack of complete descriptions, errors in interpretation, omissions of essential information, inadequate information that prevent the evaluators from knowing the intent of the Proposal.
- E. <u>Strengths:</u> Elements of the Proposal that meet or exceed the outcomes identified and may provide additional benefits beyond what is specified.

Adjectival Ratings:

- A. <u>Outstanding (90-100)</u>: Exceeds evaluation standards in a beneficial way and meets the outcomes identified, and contains strengths and no weaknesses or deficiencies. The Proposal submitted is innovative, comprehensive and complete in all details and meets or exceeds performance standards.
- B. <u>Excellent (80-89)</u>: Exceeds evaluation standards in a beneficial way and meets the outcomes identified. Comprehensive and complete and has no significant weaknesses. May be lacking some of the strengths but generally meets performance standards.
- C. <u>Acceptable (70-79)</u>: Meets outcomes and performance standards and may contain weaknesses which are not significant and may be correctable.
- D. <u>Marginal (60-69)</u>: Fails to meet evaluation standards. Lacks essential information to support the Proposal. Does not contain the outcomes and contains significant weaknesses.

E. <u>Unacceptable (59 or less)</u>: Fails to meet minimum evaluation standards and the deficiencies and weaknesses are uncorrectable. Demonstrated a lack of understanding of requirements or omissions of major areas.

TECHNICAL PROPOSAL CRITERIA:

Qualifications, Technical Ability and Management Approach

Technical Proposals should be bound and organized with a table of contents. Your Technical Proposal must answer and address the following:

Specific Requirements

- A. Name of firm, address, telephone number, fax number, primary contact with email address and website address.
- B. Is your organization a subsidiary, parent or affiliate of any other firm?
- C. Include a brief history and description of your company.
- D. Provide three references for clients to which you are providing similar service. List the names, email addresses and telephone numbers in order to contact the references provided.
- E. Discuss your ability to meet the outcomes and standards identified.
- F. Explain past performance of related experiences with regards to contracts of similar scale, scope and complexity.
- G. A detailed narrative that describes the strengths of the company, its understanding of the Performance Work Statement, and includes all of the information requested.
- H. Describe the firm's approach to meeting the overall requirements and deliverables stated herein. Include a narrative describing how your company can meet the outcome of providing the most comprehensive facilities solutions including but not limited to uniforms, mops, mats and towels.
- I. Describe how your company can meet the criteria noted in the Specific Conditions section (pg. 12)
- J. U.S. Communities Administration Agreement, signed unaltered Attachment C, must be included with the Technical Proposal.
- K. Complete the Supplier Qualification Worksheet and include with the Technical Proposal.
- L. Complete the Supplier Information and include with the Technical Proposal.
- M. Provide a Diversity Statement which states your corporate commitment to engage, utilize and partner with Minority and Women owned business and other business entities identified as Disadvantaged Business Enterprises (DBE).
- N. Include your business statement covering your position relative to sustainable business practices. Please indicate if you can provide an annual report that identifies the "Green Products" carried in your catalog or otherwise provided under this agreement. Also address whether your company will use and/or supply "Green Products" for all cleaning jobs such as bathroom and carpet cleaning. What is your process if you do not have "Green Products" for the assigned task?
- O. List any and all additional fees/charges your company has that are not reflected on the Bid Form. Charges such as restocking fees, cost for premium uniform sizes (XXL etc), fuel surcharges, etc.

Specific Conditions

- A. All Offerors shall be primarily engaged in facilities solutions and shall be actively engaged in this field for over 3 years.
- B. SAMPLES ARE REQUIRED PRIOR TO BID OPENING. Samples will be received in the Purchasing Office no later than the Proposal due date and time. Samples shall be plainly marked with the name of the Offeror and the manufacturer of the item. All samples shall be addressed to the Purchasing Department, Harford County Public Schools, 102 S. Hickory Ave., Bel Air, MD 21014, Attn: Jeff LaPorta. Samples submitted may be subject to examination and test and Harford County Public Schools shall reserve the right to use all samples in any manner which may best serve in final determination of the successful Offeror, even if said examination and test results in damage to or destruction of sample. All samples shall be furnished at no cost to Harford County Public Schools. Samples should include one (1) of each of the following:

Men's Clothing

Shirts, Long Sleeve (Poly/Cotton blend) Shirts, Long Sleeve (cotton) Shirts, Short Sleeve Polo Style (poly/cotton blend) Trousers (poly/cotton blend) Trousers (cotton) Jackets, Lightweight Jackets, Heavyweight

Other

Smocks Coveralls (poly/cotton blend) Coveralls (Fire Retardant)

C. Method of Ordering and Delivery

- 1. Rental service (with laundering) of uniforms shall include weekly pick-up of soiled clothing and deliver of equivalent clothing, cleaned and laundered. Upon delivery/pick-up at each location, the route driver shall submit documentation of what is being delivered and what is being picked-up by employee.
- 2. Lease service (without laundering) of uniforms shall include weekly visits to each location. The route driver shall check with the Lead Custodian, or designee, for any items in need of repair or replacement. The route driver shall submit documentation of what is being delivered and what is being picked-up by employee.
- 3. Uniforms for new/additional employees shall be supplied within 10 business days.
- 4. Harford County Public Schools shall inspect items upon delivery. The route driver shall log any inadequacies.

- 5. Uniforms shall be delivered on coat hangers to approximately sixty (60) locations throughout Harford County. Delivery and pick up shall be made Monday thru Friday, between the hours of 8:00AM and 3:30PM. The established delivery day for a given location shall remain the same throughout the Contract. Any change in delivery day shall require advance written notification. Exact delivery locations and addresses shall be provided to the Successful Vendor. ALL delivery locations MUST be visited once per week unless otherwise established in writing.
- 6. Delivery drivers are required to hand count uniforms coming in and going out <u>and</u> confirm such count with the Head Custodian or other designee in charge.

D. Invoicing

1. Invoices and any related billing documents must be guaranteed to be accurate and only reflect charges actually incurred by Owner. Repeated instances of inaccurate, or over-billing may result in contract termination.

E. <u>Warranty and Replacement</u>

- 1. All garments furnished at initial contract inception shall be guaranteed by the Successful Offeror to be like new and free from any defects. Garments showing defects shall immediately be replaced at no cost to the Participating Public Agency. Frayed or badly worn garments shall be replaced as requested, at no cost during the term of the Contract. Stained clothing shall be cleaned to the Participating Public Agency's satisfaction or replaced as requested.
- 2. All alterations, repairs (zippers, buttons, tears, split seams, etc.) and replacement of defective garments shall be the responsibility of the successful Offeror. The maintenance of garments in presentable condition shall be the responsibility of the Successful Offeror. The Successful Offeror shall make repairs as necessary, within ten (10) days of notification. The driver shall leave service request forms with each department.
- 3. Failure to repair garments, or to replace worn-out garments with new garments within ten (10) days from initial notification, will be considered unsatisfactory performance and may result in termination.

F. Uniforms and Measurements

The Successful Offeror shall supply services to measure individual employees, at the job site, to insure proper fit of garments. All garments shall be delivered within thirty (30) days from the award date of the Contract. The Successful Offeror shall be prepared to start measuring for uniforms upon contract award.

PRICE PROPOSAL CRITERIA:

The Price Proposal must be submitted separately from the Technical Proposal.

- a. Offerors shall quote pricing for weekly rental with cleaning per employee, based on a weekly allotment of eleven (11) shirts and eleven (11) trousers
- b. Offerors shall quote pricing for weekly lease (no cleaning), based on a weekly allotment of ten (10) shirts and five (5) trousers.
- c. Offerors shall quote pricing for weekly rental of coveralls based on a weekly allotment of three (3) coveralls
- d. The Bid Form lists products and services that a pricing response is solicited for. Be aware that all pricing **submitted must be inclusive of all fees and service charges.**

In addition please provide an excel spread sheet that provides pricing for any products that you offer that were not included on the Bid/Pricing Form.

Please also provide your pricing for special order garments, and define what is a special order garment.

Selection and Contract Finalization

Harford County Public Schools reserves the right to terminate negotiation when, in its judgment, negotiations have reached an impasse. The Successful Offeror will be required to execute a contract with Harford County Public Schools and the Contract will include all of the provisions of this RFP, including conditions, attachments and addenda issued. Unsuccessful Offerors may request a debriefing meeting concerning the selection process. The debriefing will occur after contract award.

Section IV – Overview of U.S. Communities Supplier Qualifications

1. MASTER AGREEMENT

Harford County Public Schools (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a Comprehensive facilities solution including rental of uniforms, mops, mats and towels (herein "Products and Services").

ALL PRODUCTS OFFERED MUST BE LIKE NEW AND FREE FROM ANY DEFECTS.

2. OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible products and services.

3. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

The intent of the RFP is to enter into contract(s) which will allow schools, higher education institutions, municipalities, counties, state agencies and certain not for profit organizations to provide the rental of uniforms, mops, mats and towels and other products and solutions.

The successful suppliers must be capable of providing complete and comprehensive solutions to provide the rental of uniforms, mops, mats and towels and other products and solutions to participating public agencies. The primary focus of this RFP is to award a national contract(s), to those suppliers that offer the most comprehensive solutions to provide the rental of uniforms, mops, mats and towels and other products and solutions to the target market above.

4. U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies 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 Institute of Governmental Purchasing (NIGP), the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO) and the United States Conference of Mayors (USCM) (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

City of Los Angeles, CA	Hillsborough Schools, FL
Fairfax County, VA	City of Houston, TX
Cobb County, GA	Los Angeles County, CA
North Carolina State University, NC	Maricopa County, AZ
Fresno Unified School District, CA	Miami-Dade County, FL
City and County of Denver, CO	Salem-Keizer School District, OR
Hennepin County, MN	City of San Antonio, TX
Emory University, GA	San Diego Unified School District, CA
Denver Public Schools, CO	City of Seattle, WA
Harford County Public Schools, MD	Great Valley School District, PA

Participating Public Agencies

Today more than 47,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.6 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. Harford County Public

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 as Attachment B.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 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 Harford County Public 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 and internationally. The Advisory Board in 2010 purchased more than \$138 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.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.
- 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 respond(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.

Suppliers Qualifications/Information:

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 (<u>Corporate</u>, <u>Pricing</u>, <u>Economy</u>, <u>Sales</u>) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) <u>Corporate Commitment</u>

(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 solely 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 request for proposal ("<u>RFP</u>") or invitation to bid ("<u>ITB</u>") 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) **<u>Pricing Commitment</u>**.

(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) <u>Contracts Offering Lower Prices</u>. 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) <u>Deviating Buying Patterns</u>. 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) <u>Supplier's Options in Responding to a Third Party RFP or ITB</u>. 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 RFPs and ITBs, 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 RFP or ITB. 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 RFP or ITB 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 RFP or ITB 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) <u>Sales Commitment</u>. 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.

Supplier Sales. Supplier shall be responsible for proactive direct sales of (i) 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 nonexclusive, 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) <u>Branding and Logo Compliance</u>. 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) <u>Sales Force Training</u>. 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) <u>Participating Public Agency Access</u>. 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 RFP or ITB;
 - (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) <u>Electronic Registration</u>. 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) <u>Supplier's Performance Review</u>. 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) <u>Supplier Content</u>. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "<u>Supplier Content</u>") 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.

U.S. Communities Administration Agreement

The Supplier is required to execute, unaltered, the U.S. Communities Administration Agreement (attached hereto as Attachment C) 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.

The executed U.S. Communities Administration Agreement is required to be submitted with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.

SUPPLIER QUALIFICATION WORKSHEET (Must be included with Technical Proposal)

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

- A. State if pricing for all Products/Services offered will 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 the contiguous 48 states, and the ability to provide service in Alaska and Hawaii? YES NO
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in all 50 U.S. states? YES NO
- D. Did your company have sales greater than \$50 million last year in the United States? YES NO
- E. Does your company have existing capacity to provide toll-free telephone and state of the art electronic. facsimile and internet ordering and billing? NO
 - YES____
- 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 agree to respond to all agency referrals from U.S. Communities within 2 business days?

YES NO

- H. 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
- I. Will your company commit to the following program implementation schedule? YES____ NO
- J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?

YES NO

Submitted by:

(Printed Name)

(Signature)

(Title)

(Date)

New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call	One Week
Discuss expectations	
Establish initial contact people & roles	
Outline kickoff plan	
Establish WebEx training date	
2. Administration Agreement Signed	One Week
Lead Public Agency agreement signed	
3. Supplier Login Established	One Week
Complete Supplier initiation form	
Complete Supplier product template	
Create user account & user ID - Communicate to Supplier	
4. Initial Sr. Management Meeting	Two Weeks
Review commitments	
Discuss National Account Manager (NAM) role & staff requirements	
Discuss reporting process & requirements	
Review kickoff plan	
Determine field sales introductory communication plan	
5. Initial NAM & Staff Training Meetings	Two Weeks
Discuss expectations, roles & responsibilities	
Introduce and review web-based tools	
Discuss sales organization & define roles	
Review with NAM	
Review process & expectations with NAM and lead referral person	
Discuss marketing plan and customer communication strategy	
Discuss Admin process/expectations & provide admin support training	
6. Review Top 10 Local Government Contracts	Two Weeks
Determine strategies with NAM	
7. Program Contact Requirements	Two Weeks
Supplier contacts communicated to U.S. Communities Staff	
Dedicated email	
Dedicated toll free number	
Dedicated fax number	
8. Web Development	
Initiate IT contact	Two Weeks
Website construction	Three Weeks
Website final edit	Four Weeks
Product upload to U.S. Communities site	Four Weeks

0. Cales Training & Dall Out	
9. Sales Training & Roll Out	0
Regional Manager (RM) briefing - Coordinate with NAM	One Week
Initial remote WebEx training for all sales - Coordinate with NAM	Two Weeks
Top 10 metro areas - Coordinate with NAM & RM	Four Weeks
Initiate contact with Advisory Board (AB) members	Four Weeks
Training plan for other metros	<u>.</u>
10. Marketing	
General announcement	
1 Page Summary with Supplier contacts	
Branding of program	
Supplier handbook	
Announcement to AB and Sponsors	
11. Green Initiative	
Identify Green Products	Two Weeks
- Certifications	
- New product identification	
Identify green expert	
Green reporting	Six Weeks
Upload product to U.S. Communities website	Four Weeks
- Product description	
- Picture	
- SKU	
Green marketing material	Six Weeks
- Approved by U.S. Communities	
- Printed/ Images	
- Articles/ Best Practices/ Supplier internal green practices	
- Workshops	
- Green tradeshows	
- 3rd Party green vendors	

SUPPLIER INFORMATION

(To be submitted in the Technical Proposal)

Company

1. Total number and location of sales persons employed by your company in the United States; Example:

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

- 2. Number and location of distribution outlets in the United States (if applicable);
- 3. Number and location of support centers (if applicable);
- 4. Annual sales for 2009, 2010 and 2011 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 2009, 2010, AND 2011			
Segment	2009 Sales	2010 Sales	2011 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

- 5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
- 6. Provide a list with contact information of your company's ten largest public agency customers. Provide a list with contact information of five public agency customers that your company has lost in the last twelve months.

Distribution

Describe how your company proposes to distribute the Products nationwide.

- 1. Identify all other companies that will be involved in servicing, processing, handling or shipping the Product/Service to the end user.
- 2. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
- 3. Provide the number, size and location of your company's distribution facilities and warehouses.
- 4. State the company's standard delivery time and any options, including desktop delivery costs, for expediting delivery and return policies.

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 primary 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. Please provide the amount of purchases of existing public agency clients that your company will transition to the U.S. Communities Contract for the initial three years of the contract in the following format within your proposal.
 - a. \$_____.00 will be transitioned in year one.
 - b. \$_____.00 will be transitioned in year two.
 - c. \$_____.00 will be transitioned in year three.
- 5. Explain how your company proposes to resolve any complaints, issues or challenges.
- 6. Please submit the resume of the person your company proposes to serve as the National Accounts Manager. Also provide the resume for each person that will be dedicated full time to U.S. Communities account management.

Products and Services

- 1. Provide a description of the Products and Services to be provided by the major product category set forth in Section I, A of the RFP. The primary objective is for each Supplier to provide its complete product and service offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
- 2. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
- 3. State your fill rate (delivery of product within one day of order) for products, Section III.

4. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for additional facilities solutions.

Administration

- 1. Describe your company's capacity to employ EDI, telephone, ecommerce, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
- 2. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, 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 pubic 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 your company's implementation and success with existing multi-state cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information as reference(s).
- 5. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
- 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.
- 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.

Financial Statements

The Supplier shall include an audited income statement and balance sheet from the most recent reporting period in its proposal.

Staffing Plan

A staffing plan is required which describes the Supplier's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the contracting organization, and amount of time to be devoted to the project.

Environmental

1. Provide a brief description of any company environmental initiatives, including any green products and certifications to be available through your company.

- 2. What is your company's environmental strategy?
- 3. What is your investment in being an environmentally preferable product leader?
- 4. Do you have any resources dedicated to your environmental strategy? Please describe.
- 5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

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.

ATTACHMENT A

Attachment A - Signature Sheet, which must be completed and included in the Technical Proposal submission.

SIGNATURE SHEET

I/We agree to provide the services in accordance with the accompanying specifications and all conditions, provisions, attachments and any addenda to this RFP.

Company	Authorized Representative (please print)	
Address	Signature	
Address, continued	Title	
Payment Terms	Telephone Number	
Federal I.D. Number	Fax Number	
Name of Firm's Contract Administrator	Telephone Number of Firm's Contract Administrator	
	E-Mail Address of Firm's Contract Administrator	
Acknowledgement of Addenda		
I/We acknowledge receipt of the following Ad	ldenda:	
No, Dated		
No, Dated		
No, Dated		
PLEASE CHECK APPROPRIATE BOXES:		
Small Business Partnership		
Individual Proprietorship Non-incorporated		
Corporation Woman Owned Business		
Minority Business, Approved Minority DOT #		

ATTACHMENT B

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 the Intergovernmental Cooperation Act as may be 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 shall be responsible for the ordering of Products and Services under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall 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 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
- 10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

<u>ATTACHMENT C</u> ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("<u>Agreement</u>") is made as of ______, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("<u>U.S. Communities</u>") and ______ ("<u>Supplier</u>").

RECITALS

WHEREAS, ______("Lead Public Agency") has entered into a certain Master Agreement dated as of ______, 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 "<u>Master Agreement</u>") for the purchase of ______ (the "<u>Products and Services</u>");

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 "<u>Public Agency</u>" and collectively, "<u>Public Agencies</u>") 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 "<u>Participating Public Agency</u>";

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 as the administrative agent 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 payments to be made hereunder and 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 <u>Exhibit A</u> 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.

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 certain indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by 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 (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, or any employee of Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency under this Agreement or 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 both 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>U.S. Communities' Representations and Covenants.</u>

(a) <u>Marketing</u>. 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), Association of School Business Officials (ASBO) and National Institute of Governmental Purchasing (NIGP) (collectively, the "Founding <u>Co-Sponsors</u>") and individual state-level sponsors. In addition, the U.S. Communities staff shall enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and by providing online tools to Supplier's sales force.

(b) <u>Training and Knowledge Management Support</u>. 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 "<u>Program Manager</u>" and collectively, the "<u>Program Managers</u>"), U.S. Communities shall conduct training sessions with Supplier and shall 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 <u>Supplier's Representations and Covenants</u>. 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 "<u>Supplier's Commitments</u>" and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) <u>Corporate Commitment</u>.

(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 solely 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.

(vi) 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.

(vi) Supplier shall demonstrate in its request for proposal ("<u>RFP</u>") or invitation to bid ("<u>ITB</u>") 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) <u>**Pricing Commitment**</u>.

(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) <u>Contracts Offering Lower Prices</u>. 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'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) <u>Deviating Buying Patterns</u>. 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) <u>Supplier's Options in Responding to a Third Party RFP or ITB</u>. 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 RFPs and ITBs, 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 RFP or ITB. 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 RFP or ITB 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 RFP or ITB 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) <u>Economy Commitment</u>. 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) <u>Sales Commitment</u>. 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.

Supplier Sales. Supplier shall be responsible for proactive direct sales of (i) 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, nontransferable, 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) <u>Branding and Logo Compliance</u>. 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) <u>Sales Force Training</u>. 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) <u>Participating Public Agency Access</u>. 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;

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

RFP - Faclities Solutions

#12-JLH-011

- (2) Copy of original RFP or ITB;
- (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) <u>Electronic Registration</u>. 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) <u>Supplier's Performance Review</u>. 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) <u>Supplier Content</u>. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "<u>Supplier Content</u>") 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.

3.4 <u>Breach of Supplier's Representations and Covenants</u>. 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 <u>Indemnity</u>. 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

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 Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct an extensive audit of Supplier's pricing at Supplier's sole cost and expense. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Lead Public Agency or U.S. Communities.

ARTICLE V

FEES & REPORTING

5.1 <u>Administrative Fees</u>. 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, "<u>Administrative Fees</u>"). 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.

5.2 <u>Sales Reports</u>. 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 <u>Exhibit B</u>, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("<u>Sales Report</u>"). 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. 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.

(a) Monthly Sales Reports shall include all sales reporting under the Master Agreement, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

(b) 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.

5.3 <u>Exception Reporting/Sales Reports Audits</u>. 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 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 and Supplier shall be obligated to reimburse U.S. Communities for any and all costs and expenses incurred in connection with such audit.

5.4 <u>Online Reporting</u>. Within sixty (60) days of the end of each calendar quarter, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar quarter. Supplier shall contact U.S. Communities within fifteen (15) days of receiving notification of the online reporting and report to U.S. Communities any concerns or disputes regarding the reports, including but not limited to concerns regarding the following:

Report Name	Follow up with U.S. Communities
5 Qtr Drop Sales Analysis	Financial & Reporting Manager
Zero States Sales Report	Program Manager
Registered Agency Without Sales Report	Program Manager

Supplier shall have access to the above reports through the U.S. Communities intranet website. The following additional reports are also available to Supplier and are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement:

- (i) Agency Sales by Population/Enrollment Report
- (ii) Hot Prospect Sales Report
- (iii) New Lead Sales Report
- (iv) State Comparison Sales Report
- (v) Advisory Board Usage Report
- (vi) Various Agency Type Comparison Reports
- (vii) Sales Report Builder

5.5 <u>Supplier's Failure to Provide Reports or Pay Administrative Fees</u>. 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 <u>Entire Agreement</u>. 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.

6.2 <u>Attorney's Fees</u>. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

6.3 <u>Assignment</u>.

(a) <u>Supplier</u>. 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>U.S. Communities</u>. 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 <u>Notices</u>. All reports, notices or other communications given hereunder shall be delivered by firstclass 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 2033 N. Main Street, Suite 700 Walnut Creek, California 94596 Attn: Program Manager Administration

Supplier:

Attn: U.S. Communities Program Manager

6.5 <u>Severability</u>. 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 <u>Waiver</u>. 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 <u>Counterparts</u>. 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 <u>Modifications</u>. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.9 <u>Governing Law; Arbitration</u>. 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 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 <u>Successors and Assigns</u>. 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]

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	r:	
By		

Name: _____

Title: _____

EXHIBIT A

MASTER AGREEMENT

(To Be Attached Once Award Has Been Made)

EXHIBIT B

SALES REPORT FORMAT

				Sales F	Report Template							
										_		
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State		Agency Type			Amount
956000735		89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES		90012	20	2008	4	1525.5
956000222	144	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES		90071		2008	4	1603.6
956000735	144	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES		90012		2008	4	1625.0
956000735	144	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	45090.7
066002010	144	328NA0001053	GROTON TOWN OF PUBLIC WORKS		123 A St.	GROTON	CT	06340	20	2008	4	318.0
066001854	144	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	СТ	06340	20	2008	4	212.0
			SALES REPORT DATA FORMAT									
Column Name	Data Type	Length	Example		Comment							
TIN	Text	9	956000735, 066001854	No Dash, Do r	ot omit leading zero.							
Supplier ID	Number	3	111, 110, 116	See Supplier I	D Table Below							
Account No.	Text	25 max	Depends on supplier account no.									
Agency Name	Text	255 max	City of Groton, Los Angeles County									
Dept Name	Text	255 max	Purchasing Dept, Finance Dept									
Address	Text	255 max										
City	Text	255 max	Pittsburgh, Los Angeles	Must be a valid	City name							
State	Text	2	PA, CA, IL									
Zip	Text	5	90071, 06340	No Dash, Do r	ot omit leading zero, Valid zip code							
Agency Type	Number	2	20, 30, 31	See Agency T	pe Table Below							
Year	Number	4	2005									
Month	Number	1	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12									
Amount	Number	variable	45090.79	Two digit decir	nal 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									
		80	State Agency									
		81	Independent Special District									
		82	Non-Profit									
		84	Other									

ATTACHMENT D STATE NOTICE ADDENDUM

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

Nationwide:

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

Other states:

State of Oregon, State of Hawaii, State of Louisiana

Regist	tered Cities, Towns, Villages and Boroughs in OR
1	Boardman Rural Fire Protection District
2	CEDAR MILL COMMUNITY LIBRARY
3	CITY COUNTY INSURANCE SERVICES
4	CITY OF ADAIR VILLAGE
5	CITY OF ALBANY
6	CITY OF ASHLAND
7	CITY OF ASTORIA OREGON
8	CITY OF AUMSVILLE
9	CITY OF AURORA
10	City of Baker City
11	CITY OF BEAVERTON
12	CITY OF BOARDMAN
13	CITY OF BURNS
14	CITY OF CANBY
15	CITY OF CANNON BEACH OR
16	
17	CITY OF CENTRAL POINT POLICE DEPARTMENT
18	CITY OF CLATSKANIE
19	CITY OF COBURG
20	CITY OF CONDON
21	CITY OF COOS BAY
22	CITY OF CORVALLIS
23	CITY OF COTTAGE GROVE
24	CITY OF CRESWELL
25	CITY OF DALLAS
26	
27	CITY OF DUNDEE
28	CITY OF EAGLE POINT
29	CITY OF ECHO
30	CITY OF ESTACADA

31	CITY OF EUGENE
32	CITY OF FAIRVIEW
	CITY OF FALLS CITY
34	CITY OF GATES
35	CITY OF GEARHART
	CITY OF GERVAIS
37	CITY OF GOLD HILL
38	CITY OF GRANTS PASS
39	CITY OF GRANTS PASS
40	CITY OF GRESHAM
41	CITY OF HALSEY
42	CITY OF HAPPY VALLEY
43	CITY OF HILLSBORO
44	CITY OF HOOD RIVER
45	City of Independence
46	CITY OF JOHN DAY
47	CITY OF KLAMATH FALLS
48	CITY OF LA GRANDE
49	City of Lake Oswego
50	CITY OF LAKE OSWEGO
51	CITY OF LAKESIDE
52	CITY OF LEBANON
53	CITY OF LINCOLN CITY
54	CITY OF MALIN
55	CITY OF MCMINNVILLE
56	CITY OF MEDFORD
57	CITY OF MILL CITY
58	CITY OF MILLERSBURG
59	CITY OF MILWAUKIE
60	City of Monmouth
61	CITY OF MORO
62	CITY OF MOSIER
63	CITY OF NEWBERG
64	CITY OF NORTH PLAINS
65	City of Ontario
66	CITY OF OREGON CITY
67	CITY OF PHOENIX
68	CITY OF PILOT ROCK
69 70	CITY OF PORT ORFORD
70	CITY OF PORTLAND
71	CITY OF POWERS
72	CITY OF PRAIRIE CITY
73	CITY OF REDMOND
74	CITY OF REEDSPORT
75	CITY OF RIDDLE

76	CITY OF SALEM
	CITY OF SANDY
	CITY OF SANDY
	CITY OF SCAPPOOSE
	CITY OF SEASIDE
81	CITY OF SHADY COVE
82	CITY OF SHERWOOD
83	CITY OF SILVERTON
84	CITY OF SPRINGFIELD
85	City of St. Helens
86	CITY OF ST. PAUL
87	CITY OF STAYTON
88	CITY OF TIGARD, OREGON
89	City of Troutdale
90	CITY OF TUALATIN, OREGON
91	City of Veneta
92	CITY OF WARRENTON
93	CITY OF WEST LINN/PARKS
94	CITY OF WILSONVILLE
95	CITY OF WINSTON
96	CITY OF WOOD VILLAGE
97	CITY OF WOODBURN
98	CITY OF YACHATS
99	EUGENE WATER & ELECTRIC BOARD
100	FLORENCE AREA CHAMBER OF COMMERCE
101	GASTON RURAL FIRE DEPARTMENT
102	GLADSTONE POLICE DEPARTMENT
103	Hermiston Fire & Emergency Svcs
104	HOUSING AUTHORITY OF THE CITY OF SALEM
	KEIZER POLICE DEPARTMENT
	LEAGUE OF OREGON CITIES
107	MALIN COMMUNITY PARK AND RECREATION DISTRICT
108	METRO
109	MONMOUTH - INDEPENDENCE NETWORK
110	North Lincoln Fire & Rescue #1
111	PORTLAND DEVELOPMENT COMMISSION
112 113	RAINIER POLICE DEPARTMENT RIVERGROVE WATER DISTRICT
114 115	St. Helens, City of SUNSET EMPIRE PARK AND RECREATION
115	THE CITY OF NEWPORT
110	THE CIT F OF NEWPORT THE NEWPORT PARK AND RECREATION CENTER
117	TILLAMOOK PEOPLES UTILITY DISTRICT
118	Tillamook Urban Renewal Agency
119	Toledo Police Department
120	rondo ronde Department

121	TUALATIN VALLEY FIRE & RESCUE
122	WEST VALLEY HOUSING AUTHORITY
Regist	tered Counties and Parishes in OR
1	ASSOCIATION OF OREGON COUNTIES
2	BAY AREA HOSPITAL DISTRICT
3	BENTON COUNTY
4	Benton Soil & Water Conservation District
5	CENTRAL OREGON IRRIGATION DISTRICT
6	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
7	CLATSOP COUNTY
8	CLEAN WATER SERVICES
9	COLUMBIA COUNTY, OREGON
10	COLUMBIA RIVER PUD
11	COOS COUNTY HIGHWAY DEPARTMENT
12	CROOK COUNTY ROAD DEPARTMENT
13	CURRY COUNTY OREGON
14	DESCHUTES COUNTY
15	DESCHUTES COUNTY RFPD NO.2
16	DESCHUTES PUBLIC LIBRARY SYSTEM
17	
18	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
19	GILLIAM COUNTY
20	GILLIAM COUNTY OREGON
21	GRANT COUNTY, OREGON
22	HARNEY COUNTY SHERIFFS OFFICE
23	HOOD RIVER COUNTY
24	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
25	HOUSING AUTHORITY OF CLACKAMAS COUNTY
26	JACKSON COUNTY HEALTH AND HUMAN SERVICES
27	JEFFERSON COUNTY
28	
	KLAMATH COUNTY VETERANS SERVICE OFFICE
	LAKE COUNTY LANE COUNTY
31	LINCOLN COUNTY
	LINCOLN COUNTY
	MARION COUNTY, SALEM, OREGON
35	MARION COUNTY FIRE DISTRCT #1
36	MARION COUNTY THRE DISTRCT #1
37	MULTNOMAH COUNTY
38	MULTNOMAH LAW LIBRARY
39	MULTONAH COUNTY DRAINAGE DISTRICT #1
40	NAMI LANE COUNTY
41	NEAH KAH NIE WATER DISTRICT
42	OR INT'L PORT OF COOS BAY
74	

13	POLK COUNTY
	PORT OF BANDON
	PORT OF UMPQUA
	SANDY FIRE DISTRICT NO. 72
47	
48	Southern Coos Hospital
49	UMATILLA COUNTY, OREGON
	UNION COUNTY
	WALLOWA COUNTY
	WASCO COUNTY
	WASHINGTON COUNTY
	YAMHILL COUNTY
	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
	tered Higher Education in OR
1	BIRTHINGWAY COLLEGE OF MIDWIFERY
2	BLUE MOUNTAIN COMMUNITY COLLEGE
3	CENTRAL OREGON COMMUNITY COLLEGE
4	CHEMEKETA COMMUNITY COLLEGE
5	CLACKAMAS COMMUNITY COLLEGE
6	COLUMBIA GORGE COMMUNITY COLLEGE
7	GEORGE FOX UNIVERSITY
8	KLAMATH COMMUNITY COLLEGE DISTRICT
9	LANE COMMUNITY COLLEGE
10	LEWIS AND CLARK COLLEGE
11	LINFIELD COLLEGE
12	LINN-BENTON COMMUNITY COLLEGE
13	MARYLHURST UNIVERSITY
14	MT. HOOD COMMUNITY COLLEGE
15	MULTNOMAH BIBLE COLLEGE
16	NATIONAL COLLEGE OF NATURAL MEDICINE
17	NORTHWEST CHRISTIAN COLLEGE
18	OREGON HEALTH AND SCIENCE UNIVERSITY
19	OREGON UNIVERSITY SYSTEM
20	PACIFIC UNIVERSITY
21	PORTLAND COMMUNITY COLLEGE
22	PORTLAND STATE UNIV.
23	REED COLLEGE
25	SOUTHWESTERN OREGON COMMUNITY COLLEGE
26	TILLAMOOK BAY COMMUNITY COLLEGE
27	UMPQUA COMMUNITY COLLEGE
	WESTERN STATES CHIROPRACTIC COLLEGE
	WILLAMETTE UNIVERSITY
	tered K-12 in OR
1	Amity School District 4-J

2	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
3	ARCHDISHOF FRANCIS NORDERT BEANCHET SCHOOL ARLINGTON SCHOOL DISTRICT NO. 3
4	
5	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
	BAKER SCHOOL DISTRICT 5-J
7	BANDON SCHOOL DISTRICT 5-5
8	BANKS SCHOOL DISTRICT
-	BEAVERTON SCHOOL DISTRICT
	BEND-LA PINE SCHOOL DISTRICT
	BROOKING HARBOR SCHOOL DISTRICT NO.17-C CANBY SCHOOL DISTRICT
	CANYONVILLE CHRISTIAN ACADEMY
	CAN FORVILLE CHRISTIAN ACADEMT CASCADE SCHOOL DISTRICT
	CASCADES ACADEMY OF CENTRAL OREGON
	CENTENNIAL SCHOOL DISTRICT
	CENTRAL CATHOLIC HIGH SCHOOL
	CENTRAL POINT SCHOOL DISTRICT NO. 6
	CENTRAL SCHOOL DISTRICT 13J
	CHILDPEACE MONTESSORI
21	CLACKAMAS EDUCATION SERVICE DISTRICT
22	
23 24	COOS BAY SCHOOL DISTRICT NO.9
24	COQUILLE SCHOOL DISTRICT 8 Corvallis School District 509J
25	COUNTY OF YAMHILL SCHOOL DISTRICT 29
20	
28	CROSSROADS CHRISTIAN SCHOOL
28	
	DALLAS SCHOOL DISTRICT NO. 2
	DAVID DOUGLAS SCHOOL DISTRICT
	DAYID DOUGLAS SCHOOL DISTRICT DAYTON SCHOOL DISTRICT NO.8
33	DE LA SALLE N CATHOLIC HS
34	DESCHUTES COUNTY SD NO.6 - SISTERS SD
35	DOUGLAS COUNTY SCHOOL DISTRICT 116
36	DOUGLAS EDUCATION SERVICE DISTRICT
37	DUFUR SCHOOL DISTRICT NO.29
38	ELKTON SCHOOL DISTRICT NO.34
39	ESTACADA SCHOOL DISTRICT NO.108
40	Falls City School District #57
41	FOREST GROVE SCHOOL DISTRICT
42	GASTON SCHOOL DISTRICT 511J
43	GEN CONF OF SDA CHURCH WESTERN OR
44	GERVAIS SCHOOL DIST. #1
45	GLADSTONE SCHOOL DISTRICT
46	GLENDALE SCHOOL DISTRICT

47	GLIDE SCHOOL DISTRICT NO.12
48	GRANTS PASS SCHOOL DISTRICT 7
49	GREATER ALBANY PUBLIC SCHOOL DISTRICT
50	
51	HARNEY COUNTY SCHOOL DIST. NO.3
52	HARNEY EDUCATION SERVICE DISTRICT
53	HEAD START OF LANE COUNTY
54	HERITAGE CHRISTIAN SCHOOL
55	HIGH DESERT EDUCATION SERVICE DISTRICT
56	hillsboro school district
57	HOOD RIVER COUNTY SCHOOL DISTRICT
58	Imbler School District #11
59	INTER MOUNTAIN ESD
60	JACKSON CO SCHOOL DIST NO.9
61	JEFFERSON COUNTY SCHOOL DISTRICT 509-J
62	JEFFERSON SCHOOL DISTRICT
63	KLAMATH FALLS CITY SCHOOLS
64	LA GRANDE SCHOOL DISTRICT
65	LAKE OSWEGO SCHOOL DISTRICT 7J
66	LANE COUNTY SCHOOL DISTRICT 4J
67	LANE COUNTY SCHOOL DISTRICT 69
68	LEBANON COMMUNITY SCHOOLS NO.9
69	LINCOLN COUNTY SCHOOL DISTRICT
70	LINN CO. SCHOOL DIST. 95C - SCIO SD
71	LIVINGSTONE ADVENTIST ACADEMY
72	LOST RIVER JR/SR HIGH SCHOOL
73	LOWELL SCHOOL DISTRICT NO.71
74	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
75	MCMINNVILLE SCHOOL DISTRICT NO.40
76	MEDFORD SCHOOL DISTRICT 549C
77	MITCH CHARTER SCHOOL
78	
79	MOLALLA RIVER SCHOOL DISTRICT NO.35
80	MONROE SCHOOL DISTRICT NO.1J
81	monument school
82	MORROW COUNTY SCHOOL DISTRICT
83	MT. ANGEL SCHOOL DISTRICT NO.91
84	MT.SCOTT LEARNING CENTERS
85	MULTISENSORY LEARNING ACADEMY
86	MULTNOMAH EDUCATION SERVICE DISTRICT
87	MYRTLE POINT SCHOOL DISTRICT NO.41
88	NEAH-KAH-NIE DISTRICT NO.56
89	NESTUCCA VALLEY SCHOOL DISTRICT NO.101
90	NOBEL LEARNING COMMUNITIES
91	NORTH BEND SCHOOL DISTRICT 13

02	NODTLL CLACKAMAS SCHOOL DISTRICT
92	NORTH CLACKAMAS SCHOOL DISTRICT
93	North Lake School District 14
94	NORTH SANTIAM SCHOOL DISTRICT 29J
95	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
96	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
97	NYSSA SCHOOL DISTRICT NO. 26
98	ONTARIO MIDDLE SCHOOL
99	OREGON TRAIL SCHOOL DISTRICT NO.46
100	
101	PHILOMATH SCHOOL DISTRICT
102	PHOENIX-TALENT SCHOOL DISTRICT NO.4
103	PORTLAND ADVENTIST ACADEMY
104	Portland Christian Schools
105	PORTLAND PUBLIC SCHOOLS
106	RAINIER SCHOOL DISTRICT
107	REALMS CHARTER SCHOOL
108	REDMOND SCHOOL DISTRICT
109	
110	REYNOLDS SCHOOL DISTRICT
111	ROGUE RIVER SCHOOL DISTRICT NO.35
112	ROSEBURG PUBLIC SCHOOLS
113	SALEM-KEIZER PUBLIC SCHOOLS
114	Santiam Canyon SD 129J
115	SCAPPOOSE SCHOOL DISTRICT 1J
116	SEASIDE SCHOOL DISTRICT 10
117	SEVEN PEAKS SCHOOL
118	Sheridan School District 48J
119	SHERWOOD SCHOOL DISTRICT 88J
120	SILVER FALLS SCHOOL DISTRICT
121	SIUSLAW SCHOOL DISTRICT
122	SOUTH COAST EDUCATION SERVICE DISTRICT
123	SOUTH LANE SCHOOL DISTRICT 45J3
124	SOUTH UMPQUA SCHOOL DISTRICT #19
125	SOUTHERN OREGON EDUCATION SERVICE DISTRICT
126	SOUTHWEST CHARTER SCHOOL
127	SPRINGFIELD SCHOOL DISTRICT NO.19
128	ST. ANTHONY SCHOOL
129	St. Mary Catholic School
130	St. Paul School District
131	STANFIELD SCHOOL DISTRICT
132	SWEET HOME SCHOOL DISTRICT NO.55
133	THE CATLIN GABEL SCHOOL
134	Three Rivers School District
135	TIGARD-TUALATIN SCHOOL DISTRICT
136	Ukiah School District 80R

137	VERNONIA SCHOOL DISTRICT 47J
138	WEST HILLS COMMUNITY CHURCH
	WEST LINN WILSONVILLE SCHOOL DISTRICT
140	WHITEAKER MONTESSORI SCHOOL
	WILLAMETTE EDUCATION SERVICE DISTRICT
142	WILLAMINA SCHOOL DISTRICT
	Yamhill Carlton School District
	YONCALLA SCHOOL DISTRICT NO.32
	tered NonProfit and Other in OR
1	1000 FRIENDS OF OREGON
2	211INFO
3	ACUMENTRA HEALTH
4	ADDICTIONS RECOVERY CENTER, INC
5	Albany Partnership for Housing and Community Development
6	Albertina Kerr Centers
7	All God's Children International
8	ALLFOURONE/CRESTVIEW CONFERENCE CTR.
9	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
10	ALZHEIMERS NETWORK OF OREGON
11	Apostolic Church of Jesus Christ
12	Ashland Art Center
13	ASHLAND COMMUNITY HOSPITAL
14	ATHENA LIBRARY FRIENDS ASSOCIATION
	Baker Elks
	BARLOW YOUTH FOOTBALL
17	BAY AREA FIRST STEP, INC.
18	BENTON HOSPICE SERVICE
	BETHEL CHURCH OF GOD
	BIRCH COMMUNITY SERVICES, INC.
	BLACHLY LANE ELECTRIC COOPERATIVE
22	BLIND ENTERPRISES OF OREGON
23	Bob Belloni Ranch, Inc.
24	BONNEVILLE ENVIRONMENTAL FOUNDATION
25	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
26	BROAD BASE PROGRAMS INC.
27	Camelto Theatre Company
28	Camp Fire Columbia
29	CANBY FOURSQUARE CHURCH
30	CANCER CARE RESOURCES
31	Cascade Health Solutions
32	CASCADIA BEHAVIORAL HEALTHCARE
33	CASCADIA REGION GREEN BUILDING COUNCIL
34	CATHOLIC CHARITIES
35	CATHOLIC COMMUNITY SERVICES
36	CENTER FOR COMMUNITY CHANGE

27	
37	CENTER FOR RESEARCH TO PRACTICE
38	CENTRAL BIBLE CHURCH
	CENTRAL CITY CONCERN
40	CENTRAL DOUGLAS COUNTY FAMILY YMCA
41	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
42	Children's Relief Nursery
43	CITY BIBLE CHURCH
44	CLACKAMAS RIVER WATER
45	CLASSROOM LAW PROJECT
46	Clatskanie People's Utility District
47	COAST REHABILITATION SERVICES
48	Coastal Family Health Center
49	COLLEGE HOUSING NORTHWEST
	College United Methodist Church
51	COLUMBIA COMMUNITY MENTAL HEALTH
52	COMMUNITY ACTION ORGANIZATION
53	COMMUNITY ACTION TEAM, INC.
	COMMUNITY CANCER CENTER
	COMMUNITY HEALTH CENTER, INC
	Community in Action
57	COMMUNITY VETERINARY CENTER
58	CONFEDERATED TRIBES OF GRAND RONDE
	CONSERVATION BIOLOGY INSTITUTE
	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
61	CORVALLIS MOUNTAIN RESCUE UNIT
62	COVENANT CHRISTIAN HOOD RIVER
63	COVENANT RETIREMENT COMMUNITIES
64	DECISION SCIENCE RESEARCH INSTITUTE, INC.
65	DELIGHT VALLEY CHURCH OF CHRIST
	DOGS FOR THE DEAF, INC.
67	
68	DOUGLAS FOREST PROTECTIVE
	EAST HILL CHURCH
	EAST SIDE FOURSQUARE CHURCH
71	EAST WEST MINISTRIES INTERNATIONAL
72	Eastern Oregon Alcoholism Foundation
73	Ecotrust
	EDUCATIONAL POLICY IMPROVEMENT CENTER
75	ELMIRA CHURCH OF CHRIST
76	EMERALD PUD
77	EMMAUS CHRISTIAN SCHOOL
78	EN AVANT, INC.
79	Energy Trust of Oregon
80	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
81	environmental law alliance worldwide

82	EUGENE BALLET COMPANY
	EUGENE SYMPHONY ASSOCIATION, INC.
	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
	FAIR SHARE RESEARCH AND EDUCATION FUND
	FAITH CENTER
	FAITHFUL SAVIOR MINISTRIES
	FAMILIES FIRST OF GRANT COUNTY, INC.
89	
90	FARMWORKER HOUISNG DEV CORP
91	First Baptist Church
92	First Baptist Church of Enterprise
93	FIRST CHURCH OF THE NAZARENE
94	FIRST UNITARIAN CHURCH
95	FORD FAMILY FOUNDATION
96	FOUNDATIONS FOR A BETTER OREGON
97	FRIENDS OF THE CHILDREN
98	GATEWAY TO COLLEGE NATIONAL NETWORK
99	GOAL ONE COALITION
100	
101	GOOD SHEPHERD COMMUNITIES
102	Good Shepherd Medical Center
103	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
104	GRACE BAPTIST CHURCH
105	
	Grantmakers for Education
107	GRANTS PASS MANAGEMENT SERVICES, DBA
108	GREATER HILLSBORO AREA CHAMBER OF COMMERCE Greater Portland INC
	HALFWAY HOUSE SERVICES, INC.
110	
112	HELP NOW! ADVOCACY CENTER
112	HIGHLAND HAVEN
	HIGHLAND UNITED CHURCH OF CHRIST
	HIV ALLIANCE, INC
116	HOUSING AUTHORITY OF LINCOLN COUNTY
117	HOUSING NORTHWEST
118	Human Solutions, Inc.
119	Independent Development Enterprise Alliance
120	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
121	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
122	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
123	InventSuccess
124	IRCO
125	JASPER MOUNTAIN
126	JUNIOR ACHIEVEMENT

127	KLAMATH HOUSING AUTHORITY
	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
	LA GRANDE UNITED METHODIST CHURCH
	Lane Council of Governments
	LANE ELECTRIC COOPERATIVE
	LANE MEMORIAL BLOOD BANK
	LANECO FEDERAL CREDIT UNION
	LAUREL HILL CENTER
	Life Flight Network LLC
	LIFEWORKS NW
	LIVING WAY FELLOWSHIP
	LOAVES & FISHES CENTERS, INC.
	LOCAL GOVERNMENT PERSONNEL INSTITUTE
	LOOKING GLASS YOUTH AND FAMILY SERVICES
141	MACDONALD CENTER
	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
	Mental Health for Children, Inc.
144	METRO HOME SAFETY REPAIR PROGRAM
	METROPOLITAN FAMILY SERVICE
146	MID COLUMBIA COUNCIL OF GOVERNMENTS
147	MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL
148	MID-COLUMBIA CENTER FOR LIVING
149	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
150	MORNING STAR MISSIONARY BAPTIST CHURCH
151	MORRISON CHILD AND FAMILY SERVICES
152	MOSAIC CHURCH
153	NAMI of Washington County
154	NAMI OREGON
155	NATIONAL PSORIASIS FOUNDATION
156	NATIONAL WILD TURKEY FEDERATION
157	NEW AVENUES FOR YOUTH INC
158	NEW BEGINNINGS CHRISTIAN CENTER
159	NEW HOPE COMMUNITY CHURCH
160	NEWBERG FRIENDS CHURCH
161	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
162	North Pacific District of Foursquare Churches
163	NORTHWEST ENERGY EFFICIENCY ALLIANCE
164	NORTHWEST FOOD PROCESSORS ASSOCIATION
165	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
166	NORTHWEST REGIONAL EDUCATIONAL LABORATORY
167	NORTHWEST YOUTH CORPS
168	OCHIN
169	OHSU FOUNDATION
170	OLIVET BAPTIST CHURCH
171	OMNIMEDIX INSTITUTE

172	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
172	OREGON BALLET THEATRE
173	OREGON CITY CHURCH OF THE NAZARENE
175	OREGON COAST COMMUNITY ACTION
176	OREGON DEATH WITH DIGNITY
177	OREGON DONOR PROGRAM
178	OREGON EDUCATION ASSOCIATION
179	OREGON ENVIRONMENTAL COUNCIL
180	OREGON LIONS SIGHT & HEARING FOUNDATION
181	Oregon Lyme Disease Network
182	OREGON MUSUEM OF SCIENCE AND INDUSTRY
183	Oregon Nikkei Endowment
184	OREGON PROGRESS FORUM
185	Oregon Psychoanalytic Center
186	Oregon Public Broadcasting
187	OREGON REPERTORY SINGERS
188	Oregon Research Institute
189	Oregon Social Learning Center
190	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
191	OREGON SUPPORTED LIVING PROGRAM
192	OSLC COMMUNITY PROGRAMS
193	OUTSIDE IN
194	OUTSIDE IN
195	PACIFIC CASCADE FEDERAL CREDIT UNION
196	PACIFIC FISHERY MANAGEMENT COUNCIL
197	PACIFIC INSTITUTES FOR RESEARCH
198	PACIFIC STATES MARINE FISHERIES COMMISSION
199 200	PARALYZED VETERANS OF AMERICA
	PARTNERSHIPS IN COMMUNITY LIVING, INC. PENDLETON ACADEMIES
201	PENTAGON FEDERAL CREDIT UNION
202	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
203	Polk Soil and Water Conservation District
205	PORT CITY DEVELOPMENT CENTER
206	PORTLAND ART MUSEUM
207	PORTLAND BUSINESS ALLIANCE
208	Portland Community Reinvestment Initiatives, Inc.
209	PORTLAND HABILITATION CENTER, INC.
210	PORTLAND JEWISH ACADEMY
211	Portland Oregon Visitors Association
212	PORTLAND SCHOOLS FOUNDATION
213	PORTLAND WOMENS CRISIS LINE
214	PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
215	PRINGLE CREEK SUSTAINABLE LIVING CENTER
216	PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL

217	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
	QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC. REBUILDING TOGETHER - PORTLAND INC.
219	REDMOND PROFICIENCY ACADEMY
220	
221 222	REGIONAL ARTS AND CULTURE COUNCIL
	RELEVANT LIFE CHURCH
223	RENEWABLE NORTHWEST PROJECT River Network
224 225	
226 227	Rolling Hills Baptist Church ROSE VILLA, INC.
227	SACRED HEART CATHOLIC DAUGHTERS
228	
229	
230	
231	SAINT ANDREW NATIVITY SCHOOL SAINT CATHERINE OF SIENA CHURCH
232	SAINT JAMES CATHOLIC CHURCH
233	
234	SALEM ALLIANCE CHURCH
235	
230	SALEM LEECTRIC SALMON-SAFE INC.
238	Sandy Seventh-day Adventist Church
239	SCIENCEWORKS
240	Scottish Rite
241	SE WORKS
242	SECURITY FIRST CHILD DEVELOPMENT CENTER
243	SELF ENHANCEMENT INC.
244	
245	
	SHELTERCARE
	SHERIDAN JAPANESE SCHOOL FOUNDATION
248	SHERMAN DEVELOPMENT LEAGUE, INC.
249	SILVERTON AREA COMMUNITY AID
250	SISKIYOU INITIATIVE
251	SMART
252	SOCIAL VENTURE PARTNERS PORTLAND
253	SONRISE CHURCH
254	SOUTH COAST HOSPICE, INC.
255	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
256	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
257	SOUTHERN OREGON HUMANE SOCIETY
258	SPARC ENTERPRISES
259	SPECIAL MOBILITY SERVICES
260	SPIRIT WIRELESS
261	SPONSORS, INC.

262 SPOTLIGHT THEATRE OF PLEASANT HI	
263 SPRINGFIELD UTILITY BOARD	
264 ST VINCENT DE PAUL	
265 ST. ANTHONY CHURCH	
266 St. Katherine's Catholic Church	
267 ST. MARYS OF MEDFORD, INC.	
268 St. Matthew Catholic School	
269 St. Pius X School	X7
270 ST. VINCENT DEPAUL OF LANE COUNT	Y
271 STAND FOR CHILDREN272 STAR OF HOPE ACTIVITY CENTER INC.	
273 Store to Door	
274 Street Ministry275 SUMMIT VIEW COVENANT CHURCH	
276 SUNNYSIDE FOURSQUARE CHURCH277 SUNRISE ENTERPRISES	
277 SUNRISE ENTERPRISES 278 SUSTAINABLE NORTHWEST	
278 SUSTAINABLE NORTHWEST 279 TAKE III OUTREACH	
280 Temple Beth Israel	
280 TEMPE BEINISTEE 281 TENAS ILLAHEE CHILDCARE CENTER	
281 TENAS ILLAREE CHILDCAKE CENTER 282 The ALS Association Oregon and SW Washin	acton Chaptor
283 The Dreaming Zebra Foundation	
284 THE EARLY EDUCATION PROGRAM, INC	~
285 The International School	
286 THE NATIONAL ASSOCIATION OF CRED	NT MANAGEMENT-OREGON
INC.	IT MANAGEMENT-OREGON,
287 THE NEXT DOOR	
288 THE OREGON COMMUNITY FOUNDATIO	ON
289 The Ross Ragland Theater and Cultural Center	
290 THE SALVATION ARMY - CASCADE DIV	
291 The Wallace Medical Concern	
292 TILLAMOOK CNTY WOMENS CRISIS CE	NTER
293 TILLAMOOK ESTUARIES PARTNERSHIP	
294 TOUCHSTONE PARENT ORGANIZATION	[
295 TRAILS CLUB	
296 TRAINING EMPLOYMENT CONSORTIUM	1
297 Transition Projects, Inc	
298 TRI-COUNTY HEALTH CARE SAFETY NI	ET ENTERPRISE
299 TRILLIUM FAMILY SERVICES, INC.	
300 UMPQUA COMMUNITY DEVELOPMENT	CORPORATION
301 Umpqua Community Health Center	
302 Union County Economic Development Corp.	
303 UNION GOSPEL MISSION	
304 UNITED CEREBRAL PALSY OF OR AND	SW WA
305 UNITED WAY OF THE COLUMBIA WILL	AMETTE

200	US CONFEDENCE OF MENONNITE DETUDEN CUUDCHES
306	US CONFERENCE OF MENONNITE BRETHREN CHURCHES
	USAGENCIES CREDIT UNION
	VERMONT HILLS FAMILY LIFE CENTER
309 310	Viking Sal Senior Center VIRGINIA GARCIA MEMORIAL HEALTH CENTER
310	VIRGINIA GARCIA MEMORIAL HEALTH CENTER VOLUNTEERS OF AMERICA OREGON
	WE CARE OREGON
	We CARE OREGON Western Mennonite School
313	WESTERN RIVERS CONSERVANCY
	WESTERN STATES CONSERVANCY WESTERN STATES CENTER
315	WESTERN STATES CENTER WESTSIDE BAPTIST CHURCH
	WHITE BIRD CLINIC
	WILD SALMON CENTER
	WILL SALMON CENTER WILLAMETTE FAMILY
	WILLAMETTE LUTHERAN HOMES, INC
320	WILLAMETTE LUTHERAN HOWES, INC.
321	Women's Safety & Resource Center
322	WOODBURN AREA CHAMBER OF COMMERCE
323	WOODBURN AREA CHANIBER OF COMMERCE WORD OF LIFE COMMUNITY CHURCH
	WORKSYSTEMS INC
	YOUTH GUIDANCE ASSOC.
	YWCA SALEM
	tered Special/Independent in OR
	tered Special/Independent in OR Banks Fire District #13
Regist 1	Banks Fire District #13
Regist 1 2	Banks Fire District #13 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
Regist 1 2 3	Banks Fire District #13
Regist 1 2 3 4	Banks Fire District #13CENTRAL OREGON INTERGOVERNMENTAL COUNCILCHEHALEM PARK AND RECREATION DISTRICT
Regist 1 2 3 4	Banks Fire District #13 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL CHEHALEM PARK AND RECREATION DISTRICT COLUMBIA 911 COMMUNICATIONS DISTRICT
Regist 1 2 3 4 5	Banks Fire District #13CENTRAL OREGON INTERGOVERNMENTAL COUNCILCHEHALEM PARK AND RECREATION DISTRICTCOLUMBIA 911 COMMUNICATIONS DISTRICTColumbia River Fire & Rescue
Regist 1 2 3 4 5 6	Banks Fire District #13 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL CHEHALEM PARK AND RECREATION DISTRICT COLUMBIA 911 COMMUNICATIONS DISTRICT Columbia River Fire & Rescue GLENDALE RURAL FIRE DISTRICT HOODLAND FIRE DISTRICT NO.74
Regist 1 2 3 4 5 6 7 8	Banks Fire District #13 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL CHEHALEM PARK AND RECREATION DISTRICT COLUMBIA 911 COMMUNICATIONS DISTRICT Columbia River Fire & Rescue GLENDALE RURAL FIRE DISTRICT HOODLAND FIRE DISTRICT NO.74
Regist 1 2 3 4 5 6 7 8 9	Banks Fire District #13 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL CHEHALEM PARK AND RECREATION DISTRICT COLUMBIA 911 COMMUNICATIONS DISTRICT Columbia River Fire & Rescue GLENDALE RURAL FIRE DISTRICT HOODLAND FIRE DISTRICT NO.74 Jefferson Park and Recreation
Regist 1 2 3 4 5 6 7 8 9 10	Banks Fire District #13 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL CHEHALEM PARK AND RECREATION DISTRICT COLUMBIA 911 COMMUNICATIONS DISTRICT Columbia River Fire & Rescue GLENDALE RURAL FIRE DISTRICT HOODLAND FIRE DISTRICT NO.74 Jefferson Park and Recreation KLAMATH COUNTY 9-1-1
Regist 1 2 3 4 5 6 7 8 9 10 11	Banks Fire District #13CENTRAL OREGON INTERGOVERNMENTAL COUNCILCHEHALEM PARK AND RECREATION DISTRICTCOLUMBIA 911 COMMUNICATIONS DISTRICTColumbia River Fire & RescueGLENDALE RURAL FIRE DISTRICTHOODLAND FIRE DISTRICT NO.74Jefferson Park and RecreationKLAMATH COUNTY 9-1-1La Pine Park & Recreation District
Regist 1 2 3 4 5 6 7 8 9 10 11	Banks Fire District #13CENTRAL OREGON INTERGOVERNMENTAL COUNCILCHEHALEM PARK AND RECREATION DISTRICTCOLUMBIA 911 COMMUNICATIONS DISTRICTColumbia River Fire & RescueGLENDALE RURAL FIRE DISTRICTHOODLAND FIRE DISTRICT NO.74Jefferson Park and RecreationKLAMATH COUNTY 9-1-1La Pine Park & Recreation DistrictLANE EDUCATION SERVICE DISTRICT
Regist 1 2 3 4 5 6 7 8 9 10 11 12	Banks Fire District #13CENTRAL OREGON INTERGOVERNMENTAL COUNCILCHEHALEM PARK AND RECREATION DISTRICTCOLUMBIA 911 COMMUNICATIONS DISTRICTColumbia River Fire & RescueGLENDALE RURAL FIRE DISTRICTHOODLAND FIRE DISTRICT NO.74Jefferson Park and RecreationKLAMATH COUNTY 9-1-1La Pine Park & Recreation DistrictLANE EDUCATION SERVICE DISTRICTLANE TRANSIT DISTRICT
Regist 1 2 3 4 5 6 7 8 9 10 11 12 13 14	Banks Fire District #13CENTRAL OREGON INTERGOVERNMENTAL COUNCILCHEHALEM PARK AND RECREATION DISTRICTCOLUMBIA 911 COMMUNICATIONS DISTRICTColumbia River Fire & RescueGLENDALE RURAL FIRE DISTRICTHOODLAND FIRE DISTRICT NO.74Jefferson Park and RecreationKLAMATH COUNTY 9-1-1La Pine Park & Recreation DistrictLANE EDUCATION SERVICE DISTRICTLANE TRANSIT DISTRICTMETROPOLITAN EXPOSITION-RECREATION COMMISSION
Regist 1 2 3 4 5 6 7 8 9 10 11 12 13 14	Banks Fire District #13CENTRAL OREGON INTERGOVERNMENTAL COUNCILCHEHALEM PARK AND RECREATION DISTRICTCOLUMBIA 911 COMMUNICATIONS DISTRICTColumbia River Fire & RescueGLENDALE RURAL FIRE DISTRICTHOODLAND FIRE DISTRICT NO.74Jefferson Park and RecreationKLAMATH COUNTY 9-1-1La Pine Park & Recreation DistrictLANE EDUCATION SERVICE DISTRICTLANE TRANSIT DISTRICTMETROPOLITAN EXPOSITION-RECREATION COMMISSIONNW POWER POOL
Regist 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	Banks Fire District #13CENTRAL OREGON INTERGOVERNMENTAL COUNCILCHEHALEM PARK AND RECREATION DISTRICTCOLUMBIA 911 COMMUNICATIONS DISTRICTColumbia River Fire & RescueGLENDALE RURAL FIRE DISTRICTHOODLAND FIRE DISTRICT NO.74Jefferson Park and RecreationKLAMATH COUNTY 9-1-1La Pine Park & Recreation DistrictLANE EDUCATION SERVICE DISTRICTLANE TRANSIT DISTRICTMETROPOLITAN EXPOSITION-RECREATION COMMISSIONNW POWER POOLOAK LODGE WATER DISTRICT
Regist 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Banks Fire District #13CENTRAL OREGON INTERGOVERNMENTAL COUNCILCHEHALEM PARK AND RECREATION DISTRICTCOLUMBIA 911 COMMUNICATIONS DISTRICTColumbia River Fire & RescueGLENDALE RURAL FIRE DISTRICTHOODLAND FIRE DISTRICT NO.74Jefferson Park and RecreationKLAMATH COUNTY 9-1-1La Pine Park & Recreation DistrictLANE EDUCATION SERVICE DISTRICTLANE TRANSIT DISTRICTMETROPOLITAN EXPOSITION-RECREATION COMMISSIONNW POWER POOLOAK LODGE WATER DISTRICTPORT OF SIUSLAW
Regist 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Banks Fire District #13CENTRAL OREGON INTERGOVERNMENTAL COUNCILCHEHALEM PARK AND RECREATION DISTRICTCOLUMBIA 911 COMMUNICATIONS DISTRICTColumbia River Fire & RescueGLENDALE RURAL FIRE DISTRICTHOODLAND FIRE DISTRICT NO.74Jefferson Park and RecreationKLAMATH COUNTY 9-1-1La Pine Park & Recreation DistrictLANE EDUCATION SERVICE DISTRICTLANE TRANSIT DISTRICTMETROPOLITAN EXPOSITION-RECREATION COMMISSIONNW POWER POOLOAK LODGE WATER DISTRICTPORT OF SIUSLAWPORT OF ST HELENS
Regist 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Banks Fire District #13CENTRAL OREGON INTERGOVERNMENTAL COUNCILCHEHALEM PARK AND RECREATION DISTRICTCOLUMBIA 911 COMMUNICATIONS DISTRICTColumbia River Fire & RescueGLENDALE RURAL FIRE DISTRICTHOODLAND FIRE DISTRICT NO.74Jefferson Park and RecreationKLAMATH COUNTY 9-1-1La Pine Park & Recreation DistrictLANE EDUCATION SERVICE DISTRICTLANE TRANSIT DISTRICTMETROPOLITAN EXPOSITION-RECREATION COMMISSIONNW POWER POOLOAK LODGE WATER DISTRICTPORT OF SIUSLAWPORT OF ST HELENSREGIONAL AUTOMATED INFORMATION NETWORK
Regist 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Banks Fire District #13CENTRAL OREGON INTERGOVERNMENTAL COUNCILCHEHALEM PARK AND RECREATION DISTRICTCOLUMBIA 911 COMMUNICATIONS DISTRICTColumbia River Fire & RescueGLENDALE RURAL FIRE DISTRICTHOODLAND FIRE DISTRICT NO.74Jefferson Park and RecreationKLAMATH COUNTY 9-1-1La Pine Park & Recreation DistrictLANE EDUCATION SERVICE DISTRICTMETROPOLITAN EXPOSITION-RECREATION COMMISSIONNW POWER POOLOAK LODGE WATER DISTRICTPORT OF SIUSLAWPORT OF ST HELENSREGIONAL AUTOMATED INFORMATION NETWORKSALEM AREA MASS TRANSIT DISTRICT
Regist 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Banks Fire District #13CENTRAL OREGON INTERGOVERNMENTAL COUNCILCHEHALEM PARK AND RECREATION DISTRICTCOLUMBIA 911 COMMUNICATIONS DISTRICTColumbia River Fire & RescueGLENDALE RURAL FIRE DISTRICTHOODLAND FIRE DISTRICT NO.74Jefferson Park and RecreationKLAMATH COUNTY 9-1-1La Pine Park & Recreation DistrictLANE EDUCATION SERVICE DISTRICTLANE TRANSIT DISTRICTMETROPOLITAN EXPOSITION-RECREATION COMMISSIONNW POWER POOLOAK LODGE WATER DISTRICTPORT OF SIUSLAWPORT OF ST HELENS
Regist 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Banks Fire District #13CENTRAL OREGON INTERGOVERNMENTAL COUNCILCHEHALEM PARK AND RECREATION DISTRICTCOLUMBIA 911 COMMUNICATIONS DISTRICTColumbia River Fire & RescueGLENDALE RURAL FIRE DISTRICTHOODLAND FIRE DISTRICT NO.74Jefferson Park and RecreationKLAMATH COUNTY 9-1-1La Pine Park & Recreation DistrictLANE EDUCATION SERVICE DISTRICTLANE TRANSIT DISTRICTMETROPOLITAN EXPOSITION-RECREATION COMMISSIONNW POWER POOLOAK LODGE WATER DISTRICTPORT OF SIUSLAWPORT OF ST HELENSREGIONAL AUTOMATED INFORMATION NETWORKSALEM AREA MASS TRANSIT DISTRICTSeal Rock Water District
Regist 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Banks Fire District #13CENTRAL OREGON INTERGOVERNMENTAL COUNCILCHEHALEM PARK AND RECREATION DISTRICTCOLUMBIA 911 COMMUNICATIONS DISTRICTColumbia River Fire & RescueGLENDALE RURAL FIRE DISTRICTHOODLAND FIRE DISTRICT NO.74Jefferson Park and RecreationKLAMATH COUNTY 9-1-1La Pine Park & Recreation DistrictLANE EDUCATION SERVICE DISTRICTLANE TRANSIT DISTRICTMETROPOLITAN EXPOSITION-RECREATION COMMISSIONNW POWER POOLOAK LODGE WATER DISTRICTPORT OF SIUSLAWPORT OF ST HELENSREGIONAL AUTOMATED INFORMATION NETWORKSALEM AREA MASS TRANSIT DISTRICTSeal Rock Water District

23	Tillamook Fire District
24	TriMet Transit
25	
26	TUALATIN VALLEY WATER DISTRICT
27	UNION SOIL & WATER CONSERVATION DISTRICT
	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
	WILLAMALANE PARK AND RECREATION DISTRICT
	tered State Agencies in OR
1	BOARD OF MEDICAL EXAMINERS
2	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
3	Office of the Ong Term Care Ombudsman
4	OFFICE OF THE STATE TREASURER
5	OREGON BOARD OF ARCHITECTS
6	OREGON CHILD DEVELOPMENT COALITION
7	OREGON DEPARTMENT OF EDUCATION
8	OREGON DEPARTMENT OF FORESTRY
9	OREGON DEPT OF TRANSPORTATION
10	OREGON DEPT. OF EDUCATION
11	OREGON LOTTERY
12	OREGON OFFICE OF ENERGY
13	OREGON STATE BOARD OF NURSING
14	OREGON STATE DEPT OF CORRECTIONS
15	OREGON STATE POLICE
16	OREGON TOURISM COMMISSION
17	OREGON TRAVEL INFORMATION COUNCIL
18	SANTIAM CANYON COMMUNICATION CENTER
19	SEIU LOCAL 503, OPEU
20	State of Oregon
Regist	tered Counties and Parishes in HI
	City and County of Honolulu
1	BOARD OF WATER SUPPLY
	COUNTY OF HAWAII
3	MAUI COUNTY COUNCIL
Regist	tered Higher Education in HI
1	ARGOSY UNIVERSITY
2	BRIGHAM YOUNG UNIVERSITY - HAWAII
	CHAMINADE UNIVERSITY OF HONOLULU
	COLLEGE OF THE MARSHALL ISLANDS
5	HAWAII PACIFIC UNIVERSITY
	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
7	UNIVERSITY OF HAWAII AT MANOA
0	tered K-12 in HI
1	
2	EMMANUAL LUTHERAN SCHOOL
3	HANAHAU`OLI SCHOOL

4	HAWAII TECHNOLOGY ACADEMY
	ISLAND SCHOOL
	KAMEHAMEHA SCHOOLS
	KAMEHAWEHA SCHOOLS KE KULA O S. M. KAMAKAU
	MARYKNOLL SCHOOL
	PACIFIC BUDDHIST ACADEMY
	tered NonProfit and Other in HI
1	ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
-	ALOHACARE
	AMERICAN LUNG ASSOCIATION
	AOAO Royal Capitol Plaza
5	ASSOSIATION OF OWNERS OF KUKUI PLAZA
	BISHOP MUSEUM
7	BUILDING INDUSTRY ASSOCIATION OF HAWAII
8	
9	EAH, INC.
10	EASTER SEALS HAWAII
11	First United Methodist Church
12	GOODWILL INDUSTRIES OF HAWAII, INC.
13	HABITAT FOR HUMANITY MAUI
14	HALE MAHAOLU
15	HAROLD K.L. CASTLE FOUNDATION
16	Hawaii Carpenters Market Recovery Program Fund
17	HAWAII EMPLOYERS COUNCIL
18	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
	Hawaii Information Consortium
20	Hawaii Island Humane Society
	Hawaii Peace and Justice
	HAWAII STATE FCU
	HONOLULU HABITAT FOR HUMANITY
24	IUPAT, DISTRICT COUNCIL 50
25	
26	LANAKILA REHABILITATION CENTER INC.
27	Leeward Community Church
28	LEEWARD HABITAT FOR HUMANITY
	MAUI COUNTY FCU
	MAUI ECONOMIC DEVELOPMENT BOARD
31	MAUI ECONOMIC OPPORTUNITY, INC.
32	MAUI FAMILY YMCA
33	NA HALE O MAUI
34	NA LEI ALOHA FOUNDATION
35	NETWORK ENTERPRISES, INC.
	ORI ANUENUE HALE, INC.
37	PARTNERS IN DEVELOPMENT FOUNDATION
38	POLYNESIAN CULTURAL CENTER

39	PUNAHOU SCHOOL
40	Saint Louis School
41	
	St. Theresa School
	UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
	W. M. KECK OBSERVATORY
	WAIANAE COMMUNITY OUTREACH
	WAILUKU FEDERAL CREDIT UNION
	YMCA OF HONOLULU
	tered State Agencies in HI
1	
2	DOT Airports Division Hilo International Airport
	HAWAII AGRICULTURE RESEARCH CENTER
4	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
5	HAWAII HEALTH SYSTEMS CORPORATION
6	SOH- JUDICIARY CONTRACTS AND PURCH
7	STATE DEPARTMENT OF DEFENSE
8	STATE OF HAWAII
9	STATE OF HAWAII, DEPT. OF EDUCATION
Regist	tered Cities, Towns, Villages and Boroughs in LA
1	ASCENSION PARISH LIBRARY
2	BALL POLICE DEPARTMENT
3	BREAUX BRIDGE HOUSING AUTHORITY
4	BUNKIE FIRE DEPT
5	CADDO PARISH CLERK OF COURT
6	CAPITAL CITY PRESS
7	CITY OF ALEXANDRIA
8	CITY OF BAKER POLICE DEPARTMENT
9	CITY OF BOSSIER
	CITY OF COVINGTON
11	city of gretna
12	CITY OF HAMMOND
	City of Harahan
	CITY OF KENNER
15	CITY OF LAKE CHARLES FIRE DEPT
16	CITY OF LEESVILLE
17	CITY OF MINDEN
	CITY OF MONROE
	CITY OF NEW ROADS
20	CITY OF PLAQUEMINE
21	CITY OF PORT ALLEN
22	City Of Rayne
	CITY OF RUSTON
	CITY OF SHREVEPORT
25	CITY OF SLIDELL

26	
	CITY OF VILLE PLATTE
	CITY OF WEST MONROE
	CITY OF WESTLAKE
	City of Westwego Parks & Recreation
	CITY OF WINNFIELD
	CITY OF WINNSBORO
	DENHAM SPRINGS CITY MARSHAL
	EVANGELINE PARISH SHERIFF DEPT.
	FIRE PROTECTION DIST. NO. 5
	GREATER NEW ORLEANS EXPRESSWAY COMMISSION
	GREATER NEW ORLEANS FOUNDATION
37	LOUISIANA PUBLIC EMPLOYEES COUNCIL 17 AFSCME AFL- CIO
	BUILDING CORP
	MONROE CITY
	Pelican State Credit Union
	PONCHATOULA POLICE DEPT.
41	RAYNE HOUSING AUTHORITY
	Sewerage and Water Board of New Orleans
43	St John Sheriff Office
44	ST LANDRY PARISH SHERIFF DEPT
45	ST. BERNARD PARISH GOVERNMENT
46	TOWN OF ARCADIA
47	TOWN OF BENTON
48	TOWN OF CHURCH POINT
49	TOWN OF FARMERVILLE
50 51	TOWN OF GRAND ISLE TOWN OF HAYNESVILLE
	TOWN OF HATNESVILLE TOWN OF HOMER
52 53	TOWN OF HOMER TOWN OF JONESBORO
54	TOWN OF JONESBORO
	TOWN OF JONES VILLE TOWN OF LEONVILLE
56	TOWN OF LEON VILLE TOWN OF OLLA
57	TOWN OF PEARL RIVER
58	TOWN OF TEAKE RIVER TOWN OF RAYVILLE
59	TOWN OF RAT VILLE
60	TOWN OF ROSEFINE TOWN OF STERLINGTON
61	TOWN OF WATERPROOF
62	TOWN OF WATERI ROOT
63	VILLAGE OF FENTON
64	VILLAGE OF FOREST HILL
65	VILLAGE OF PALMETTO
	tered Counties and Parishes in LA
1	15TH JUDICIAL DISTRICT COURT
2	Acadia Parish Clerk of Court
3	ASSUMPTION PARISH LIBRARY

4	BIENVILLE PARISH POLICE JURY
5	BOSSIER LEVEE DISTRICT
6	
7	BOSSIER PARISH ASSESSOR BOSSIER PARISH CLERK OF CT
8	BOSSIER SHERIFFS DEPARTMENT
9	CADDO PARISH COMMISSION
10	CADDO PARISH TAX ASSESSOR
10	CALDWELL PARISH CLERK OF COURT
	CALDWELL PARISH HOUSING AUTHORITY
12	CATAHOULA PARISH POLICE JURY
14	CITY OF OPELOUSAS
15	CLAIBORNE PARISH POLICE JURY
	CONCORDIA PARISH POLICE JURY
17	DESOTO PARISH EMS
	DESOTO PARISH POLICE JURY
19	DESOTO PARISH TAX ASSESSOR
20	EAST BATON ROUGE PARISH CLERK OF COURT
21	East Baton Rouge Parish Drug Court Treatment Center
	East Baton Rouge Parish Family Court
23	EAST CENTRAL BOSSIER PARISH FIRE DISTRICT #1
24	EAST FELICIANA PARISH SHERIFF OFFICE
25	FIRE PROTECTION DISTRICT NO 1 OF TENSAS PARISH
26	FRANKLIN ECONOMIC DEVELOPMENT FOUNDATION
27	GRANT PARISH POLICE JURY
28	GRANT PARISH POLICE JURY GAS DEPT.
29	GRANT PARISH SHERIFF
30	IBERIA PARISH GOVERNMENT
31	IBERVILLE PARISH COUNCIL
32	JACKSON PARISH POLICE JURY
33	JEFFERSON PARISH DISTRICT ATTORNEY
34	
35	
36	LINCOLN PARISH LIBRARY
37	Livingston Council On Aging
38	MOREHOUSE PARISH POLICE JURY
39	ORLEANS PARISH CRIMINAL SHERIFFS OFFICE
40	OUACHITA MULTI-PURPOSE COMMUNITY ACTION PROGRAM, INC
41	OUACHITA PARISH POLICE JURY
42	OUACHITA PARISH POLICE JURY
43	PLAQUEMINES PARISH GOVERNMENT
44	POINTE COUPEE PARISH POLICE JURY
45	RAPIDES PARISH LIBRARY
46	RAPIDES PARISH POLICE JURY
47	RICHLAND PARISH LIBRARY
48	RICHLAND PARISH SHERIFF DEPARTMENT

40	COLITEL CENTRAL DE ANNUNC AND DEVELODMENT COMMISSION
49	SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION
50	
	ST TAMMANY FIRE DISTRICT 4
52	ST. BERNARD PARISH ADULT DRUG COURT
53	ST. CHARLES PARISH
54	St. Landry Parish Tourist Commission
55	ST. MARY PARISH GOVERNMENT
56	St. Mary Parish Recreation District #3
57	St. Tammany Parish Assessor
58	SULPHUR PARKS AND RECREATION
59	TANGIPAHOA MOSQUITO ABATEMENT DISTRICT
60	TENSAS PARISH POLICE JURY
61	THIRD JUDICIAL DISTRICT COURT
	UNION PARISH HOMELAND SECURITY
	WEBSTER PARISH POLICE JURY
	WEST CARROLL PARISH SHERIFFS DEPT.
65	WEST FELICIANA COMMUNICATIONS DISTRICT
66	WINN PARISH DISTRICT ATTORNEY
	WINN PARISH POLICE JURY
Regist	tered Higher Education in LA
1	6
	CAMERON COLLEGE
3	
	COMPASS CAREER COLLEGE
5	DELGADO COMMUNITY COLLEGE
	DILLARD UNIVERSITY
7	GRETNA CAREER COLLEGE
8	Kappa Kappa Gamma
9	LOUISIANA STATE UNIVERSITY
	LOUISIANA TECHNICAL COLLEGE
11	LOYOLA UNIVERSITY OF NEW ORLEANS
12	LSUHSC - SHREVEPORT
13	NEW ORLEANS BAPTIST THEOLOGICAL SEMINARY
14	NOTRE DAME SEMINARY
15	OUR LADY OF HOLY CROSS COLLEGE
16	SOUTH LA COMMUNITY COLLEGE
17 18	SOUTHEASTERN LOUISIANA UNIVERSITY SOUTHERN UNIVERSITY
20	sowela tech comm college THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND
20	
	tered K-12 in LA
1	ACADEMY OF THE SACRED HEART
2	ACADIA PARISH SCHOOL BOARD
3	Advocacy for the Arts & Technology
5	navouay for the rate of formology

4	Alexandria Country Day School
4	Alexandria Country Day School ARCHBISHOP RUMMEL HIGH SCHOOL
6	Archbishop Shaw High School
7	AVOYELLES PARISH SCHOOL BOARD
8	BEAUREGARD PARISH SCHOOL BOARD
9	Bogalusa School Board
10	BOSSIER PARISH SCHOOL BOARD
11	Bossier Parish School Board (BPSB)
	Brother Martin High School
13	CADDO PARISH MAGNET HIGH SCHOOL CADDO PARISH SCHOOLS
14	CALCASIEU PARISH SCHOOL SYSTEM
	CATCASIEU PARISH SCHOOL STSTEM CATAHOULA PARISH SCHOOL BOARD
	CATHOULA FARISH SCHOOL BOARD
17	CATHOLIC OF POINTE COUPEE SCHOOL
10	Cedar Creek School
20	
	CENTRAL I KIVATE SCHOOL CENTRAL SCHOOL CORP.
	CHILDREN'S CHARTER MIDDLE SCHOOL
	CLAIBORNE PARISH SCHOOL BOARD
	DARBONNE WOODS CHARTER SCHOOL, INC.
	DELHI CHARTER SCHOOL
	DeSoto Parish School Board
	DIOCESE OF LAFAYETTE
	E.D. WHITE CATHOLIC HIGH
	EAST CARROLL PARISH SCHOOL BOARD
30	EPISCOPAL HIGH SCHOOL OF BATON ROUGE
31	
32	GRACE LUTHERAN CHURCH AND EARLY CHILDHOOD CENTER
33	HOLY TRINITY LUTHERAN CHURCH AND SCHOOL
34	HOSANNA FIRST ASSEMBLY OF GOD
35	IBERVILLE PARISH SCHOOL BOARD
36	JACKSON PARISH SCHOOL BOARD
37	JEFFERSON DAVIS PARISH SCHOOL BOARD
38	JEFFERSON PARISH SCHOOL BOARD
39	JESUS THE GOOD SHEPHERD SCHOOL
40	LAFAYETTE PARISH SCHOOL SYSTEM
41	LaSalle Parish School District
42	LINCOLN PARISH SCHOOL BOARD
43	LITTLE ANGELS SCHOOL AND DAY CARE
44	LIVINGSTON PARISH PUBLIC SCHOOLS
45	LORANGER HIGH SCHOOL FOOTBALL
46	LSMSA
47	
48	MENTORSHIP ACADEMY

40	MONDOE CITY SCHOOLS
49	MONROE CITY SCHOOLS
	Morris Jeff Community School
	NEWELLTON ELEMENTARY SCHOOL
	NORTHEAST BAPTIST SCHOOL
54	OAK FOREST ACADEMY
55	OPELOUSAS CATHOLIC SCHOOL
	Orleans Parish School Board
	OUACHITA PARISH SCHOOL BOARD
	Parkview Baptist
	Parkview Baptist School
	Parkview Elementary PTO
	RAPIDES PARISH SCHOOL BOARD
	Recovery School District
63	RICHLAND PARISH SCHOOL BOARD
	RIVERSIDE ACADEMY
	ST JOSEPH THE WORKER
66	ST LANDRY PARISH SCHOOL BOARD
67	ST MARY'S DOMINICAN HS
	ST. AMANT HIGH SCHOOL
69	ST. AUGUSTINE HIGH SCHOOL
70	ST. BERNARD PARISH PUBLIC SCHOOL DISTRICT
71	St. Charles Parish Public Schools
72	ST. CLETUS SCHOOL
73	ST. DOMINIC SCHOOL
74	St. Edward School
75	ST. JOAN OF ARC SCHOOL
76	ST. JOHN ELEMENTARY/MIDDLE SCHOOL
77	ST. MARIA GORETTI CHURCH
78	ST. PIUS X SCHOOL
79	St.Mary Parish School Board
80	STATE DEPARTMENT OF EDUCATION
81	TANGIPAHOA PARISH SCHOOL SYSTEM
82	THE DUNHAM SCHOOL
83	UNION PARISH SCHOOL BOARD
84	Ursuline Academy of New Orleans
85	VERMILION PARISH SCHOOL BOARD
86	VERNON PARISH SCHOOL BOARD
87	VIDALIA JUNIOR HIGH SCHOOL
88	VISITATION OF OUR LADY CATHOLIC SCHOOL
89	WEST BATON ROUGE PARISH SCHOOL BOARD
90	WEST CARROLL PARISH SCHOOL BOARD
91	WESTMINSTER CHRISTIAN ACADEMY
92	WINN PARISH SCHOOL BOARD

Regist	tered NonProfit and Other in LA
1	
2	ACI ST JOHN LLC
	ADVOCACY CENTER FOR THE ELDERLY AND DISABLED, INC.
4	AGAPE LOVE
5	ALLEGIANCE HEALTH MANAGEMENT
6	AMERICAN CHILD DAY CARE CENTER
7	ANTIOCH BAPTIST CHURCH
8	APOSTOLIC DELIVERANCE U.P.C. INC.
9	ARCHDIOCESE OF NEW ORLEANS
10	
11	AVOYELLES PROGRESS ACTION COMMITTEE, INC
12	BARKSDALE FEDERAL CREDIT UNION
13	BARKSDALE UNITED METHODIST CHURCH
14	Baton Rouge Children's Advocacy Center
15	Baton Rouge Soccer Association
16	Beginners Mind Inc
17	BENTON UNITED METHODIST CHURCH
	Berean Church
	BONITA ROAD BAPTIST CHURCH
	BOOST FOUNDATION, INC.
21	BOSSIER CHAMBER OF COMMERCE
	BOSSIER PARISH MAXIMUM SECURITY JAIL
	BOY SCOUTS OF AMERICA
24	BROADMOOR CHRISTIAN CHURCH
	Broadmoor Improvement Association
26	BROADMOOR PRESBYTERIAN CHURCH BROADMOOR UNITED METHODIST PRESCHOOL
27	CAJUNDOME
	CALLAWAY ENTERPRISES
	CALLAWAT ENTERFRISES CALVARY BAPTIST CHURCH
31	Capital Area Alliance for Homeless
32	CENLA AREA AGENCY ON AGING, INC.
33	CENLA COMMUNITY ACTION COMMITTEE, INC.
34	CENTRAL ASSEMBLY OG GOD
35	CENTRAL CITY EOC
36	CHILDREN'S HOSPITAL
37	CHITIMACHA TRIBE OF LOUISIANA
38	CHRISTVIEW CHRISTIAN CHURCH
39	Church United for Community Development
40	CITY OF FAITH PRISON MINISTRIES, INC.
41	COMITE BAPTIST CHURCH
42	COMMITTEE FOR PLAQUEMINES RECOVERY
43	COMMUNITY SUPPORT PROGRAMS, INC.
44	congregation temple sinai

45	COOK BAPTIST CHURCH
	Cornerstone Church of Zachary Inc
	CROSSPOINT BAPTIST CHURCH
	CROSSROADS CHURCH
	DEMCO
	DESOTO PARISH LIBRARY
51	DISABLED VETERNS OF LA CHAPTER 4
	Divine Touch Community development Center EASTER SEALS LOUISIANA
	ELDERCARE SUPPORT SERVICES
55	ELIZABETH BAPTIST CHURCH
	EMMANUEL BAPTIST CHURCH
	EMMANUEL BAPTIST CHURCH
	EMMANUEL BAPTIST CHURCH
	EMMANUEL MISSIONARY BAPTIST CHURCH
	EVANGELINE BAPTIST CHURCH
	FAITH TABERNACLE CHURCH
	FAMILY MEDICAL CLINIC OF MER ROUGE
	FAMILY RESOURCES OF NEW ORLEANS
	FAMILY WORSHIP CENTER CHURCH INC
	FIRST APOSTOLIC CHURCH FIRST BAPTIST CHURCH
	FIRST BAPTIST CHURCH
	FIRST BAPTIST CHURCH
	First Baptist Church
70	FIRST BAPTIST CHURCH COVINGTON
	FIRST BAPTIST CHURCH RUSTON
	FIRST CHURCH OF GOD IN OAK GROVE, INC.
	FIRST UNITED METHODIST CHURCH
	First United Methodist Church
75	First United Methodist Church of Slidell
76	FRANKLIN MEDICAL CENTER
77	FROM BONDAGE TO FREEDOM
78	Full Gospel Church
79	G B COOLEY SERVICES
80	Galilee Baptist Academy
81	Galvez Football Club Inc
82	GIBSON AREA HOSPITAL
83	GIRL SCOUTS OF LA - PINES TO GULF
84	Girls Scouts Louisiana East
85	Go Care
86	GOOD SAMARITANS OF FRANKLIN
87	Goodwill Industries
88	GRACE COMMUNITY CHURCH
89	GRACE EPISCOPAL CHURCH

90	GRACE LIFE FELLOWSHIP
91	GREATER ELIZABETH BAPTIST CHURCH
92	GREATER HOPE BAPTIST CHURCH
93	greater mount calvary baptist church
94	GREATER OUACHITA WATER COMPANY
95	GULF COAST HOUSING PARTNERSHIP
96	Habitat for Humanity St. Tammany West
	HANDS ON NETWORK
	HARVEST CHURCH
99	HAVEN NURSING CENTER, INC.
100	HAVEN REHABILITATION CENTER, INC.
100	HEALING PLACE CHURCH
	Health Care Centers In Schools
103	HEBRON BAPTIST CHURCH
104	HOPEWELL BAPTIST CHURCH
105	HOSANNA LUTHERAN CHURCH
	HOSPITAL SERVICE DISTRICT NO.1, D/B/A TRI-WARD
107	HOUSE OF RUTH, INC.
108	IBERIA MEDICAL CENTER
109	IBTS
110	IFA CHURCH
111	Ingleside United Methodist Church
112	ISTROUMA AREA COUNCIL OF BOY SCOUTS
113	JACKSON PARISH HOSPITAL
114	Jefferson Chamber of Commerce
115	jerico road episcopal housing initiative
116	JEWISH FEDERATION OF GREATER BATON ROUGE
117	K AND S CHILDHOOD DEVELOPMENT CENTER
118	KING OF KINGS EVANGELICAL LUTHERAN CHURCH
119	KIWANIS INTERNATIOINAL
120	LA ASSEMBLY OF THE CHURCH OF GOD
121	LA ASSOCIATION COMMUNITY ACTION PARTNERSHIPS
122	LA ONE CALL
123	Lafayette Habitat for Humanity
	LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
	LAFAYETTE TEEN COURT, INC
	LAKE BETHLEHEM BAPTIST CHURCH
	LAKESIDE BAPTIST CHURCH
	LAKESIDE DAY CARE
	LANE CHAPEL CME
	LEWIS CME
	LINCOLN GENERAL HOSPITAL
	lisamaye fighting lupus and raising awareness
133	LITTLE THEATRE OF MONROE, INC.
134	LITTLE UNION BAPTIST CHURCH

135	LIVINGSTON PARISH CHAMBER OF COMMERCE
	LIVINGSTON PARISH PRESIDENT-COUNCIL
	LOD AND CAROL COOK CONFERENCE CENTER AND HOTEL
	LOUIS INFANT CRISIS CENTER
	LOUISIANA ASSOCIATION OF HEALTH PLANS
	LOUISIANA DISTRICT ATTORNEYS ASSOCIATION
	LOUISIANA FAMILY FORUM
	LOUISIANA HEALTH CARE QUALITY FORUM
	Louisiana Hemopheilia Foundation Inc
	LOUISIANA REALTORS ASSOCIATION
145	LOUISIANA SPCA
146	Louisiana Workforce LLC
147	LOUISISANA HIGH SCHOOL ATHLETIC ASSOCIATION
148	MACEDONIA MISSIONS, INC.
149	MACON ECONOMIC OPPORTUNITY
150	MARION BAPTIST CHURCH
151	MARY BIRD CANCER CENTER
152	MCIO HEAD START
153	METRO/REGIONAL BUSINESS INCUBATOR
154	MEYERS MEMORIAL CHAPEL
155	MIRACLE PLACE CHURCH
156	MOREHOUSE GENERAL HOSPITAL
157	MORING STAR BAPTIST CHURCH
158	MOUNT CANAAN MISSIONARY BAPTIST CHURCH
159	MOUNT HERMON BAPTIST CHURCH
160	MT. PLEASANT COMMUNITY DEVELOPMENT CORP. INC.
161	MT. SINAI MBC
162	MT. VERNON BAPTIST CHURCH
	MT. ZION CME CHURCH
164	MW PRINCE HALL MASONIC HALL TEMPLE
165	NALC BRANCH 136
166	NATIONAL SAFETY COUNCIL
167	Nativity of Our Lady Church
168	NEW BEGINNINGS CDC
169	NEW CHAPEL HILL BAPTIST CHURCH
170	NEW DAUGHTERS OF ZION MISSIONARY BAPTIST CHURCH IN
171	NEW GENERATIONS CHURCH OF MONROE, INC
172	NEW GREENWOOD BAPTIST CHURCH
173	new home ministries
174	NEW HORIZONS
175	New Orleans BioInnovation Center
176	NEW TABERNACLE BAPTIST CHURCH
177	NEW TESTAMENT UNITED PENTECOSTAL CHURCH
178	NORTH CADDO MEDICAL CENTER
179	NORTHWEST LOUISIANA LIONS EYE BANK

180	NSU CHILD AND FAMILY NETWORK
180	NWL TECHNICAL COLLEGE
181	
182	ODYSSEY HOUSE LOUISIANA, INC. OLIVE BRANCH BAPTIST CHURCH
185	OPEN DOOR BAPTIST CHURCH
185	Ouachita Baptist Church
185	Our Lady of Perpetual Help Catholic Church
180	OUR LADY OF PROMPT SUCCOR CHURCH
187	Our Lady of Victory
189	PARKVIEW BAPTIST CHURCH
190	PCPFHF
190	PCSS
	PEACEFUL REST BAPTIST CHURCH
192	PENIEL BAPTIST CHURCH
194	PHILADELPHIA BAPTIST CHURCH
195	PINE BELT MULTI-PURPOSE COMMUNITY ACTION AGENCY
196	Plaquemines Community C.A.R.E. Center
197	PLEASANT VALLEY UNC
198	PLEASEAN HILL BAPTIST CHURCH
199	POLICE JURY ASSOCIATION OF LOUISIANA
200	PONCHATOULA AREA RECREATION DISTRICT NO.1
201	PRESBYTERIAN CHURCH OF RUSTON
202	Presbytery of South Louisiana - Project Homecoming
203	PRIDE COMMUNITY ASSOCIATION
204	RAPIDES PRIMARY HEALTH CARE CENTER
205	REPUBLICAN PARTY OF LA
206	RIDGE AVENUE BAPTIST CHURCH
207	ROMAN CATHOLIC CHURCH OF THE DIOCESE OF BATON ROUGE
208	SEEKER SPRINGS MINISTRY CENTER
209	Shell Robert Training & Conference Center
210	SHOWERS OF BLESSING MINISTRIES
211	SHREVEPORT ELECTRICAL HEALTH AND WELFARE FUND
212	SHREVEPORT REGIONAL ARTS COUNCIL
213	SOLOMON TEMPLE BAPTIST CHURCH
214	South Central Laborers
215	Southern Financial Exchange
216	Southern United Neighborhoods
217	SOUTHSIDE ECONOMIC DEVELOPMENT
218	ST PATRICK CHURCH
219	ST THOMAS AQUINAS CATHOLIC CHURCH
220	St. Agnes Catholic Church
221	ST. ALBAN'S CHAPEL
222	ST. ALOYSIUS CATHOLIC SCHOOL
223	ST. ANDREW PRESBYTERIAN CHURCH
224	ST. BERNARD PROJECT

225	ST. FRANCES XAVIER CABRINI CATHOLIC CHURCH
225	
220	
227	ST. JEAN VIANNEY CHURCH
	ST. JEAN VIANNET CHURCH ST. JOHN THE BAPTIST CATHOLIC CHURCH
229	
230	ST. JOHN THE BAPTIST CATHOLIC CHURCH
231	St. John the Baptist Parish Library
232	ST. MARY CAA, INC.
233	ST. MARY PARISH TOURIST COMMISSION
234	ST. MARYS BAPTIST CHURCH
235	ST. MICHAEL SPECIAL SCHOOL
236	
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239	
240	ST.ANSELM CATHOLIC CHURCH
241	ST.MARY PARISH LIBRARY
242	
243	STEEPLE CHASE BAPTIST CHURCH
244	STERLINGTON HOLINESS TABERNACLE
245	SUMMER GROVE BAPTIST ACADEMY
246	SUMMER GROVE BAPTIST CHURCH
247	
248	The Arc Of Iberia
249	THE CELL COMMUNITY SCHOOL & RESOURCE CENTER
250	THE CHURCH OF THE LIVING GOD
251	THE FULLER CENTER FOR HOUSING OF NWLA
252	THE HARVEST
253	THE HOUSE OF FAITH HOPE AND CHARITY
254	THE SALVATION ARMY
255	THE SHREVEPORT-BOSSIER KOREAN PRESBYTERIAN CHURCH
256	THE SPIRIT OF FREEDOM MINISTRIES
257	THE WAY OF HOLINESS APOSTOLIC CHURCH
258	TOTAL COMMUNITY ACTION, INC.
259	TRAILBLAZER RESOURCE AND CONSERVATION AREA, INC.
260	TRINITY BAPTIST CHURCH
261	Trinity Episcopal Church
262	TRINITY LUTHERAN CHURCH
263	TRINITY WORSHIP CENTER
264	Tulane Hillel
265	Union Comminity Action, Association
266	UNION COUNCIL ON AGING
267	UNION SPRINGS MBC
268	UNITECH TRAINING ACADEMY
269	UNITED AUTO WORKERS UNION

270	UNITED CEREBAL PALSY OF GREATER NEW ORLEANS, INC
270	UNITED METHODIST HOPE MINISTRIES
	UNITED WAY OF NORTHEAST LOUISIANA, INC.
	UNITED WAY OF NORTHEAST LOUISIANA, INC.
	UNITY FOR THE HOMELESS,INC.
	UNIVERSITY CHURCH OF CHRIST
	URBAN IMPACT MINISTRIES
	VERMILION PARISH WATERWORKS DISTRICT NO.1
278	VERNON COMMUNITY ACTION COUNCIL, INC.
279	Volunteers of America Greater Baton Rouge, Inc.
280	VOLUNTEERS OF AMERICA OF GREATER NEW ORLEANS
	Volunteers of America of North Louisiana
283	WEST BATON ROUGE CHAMBER OF COMMERCE
284	WEST BATON ROUGE PARISH POLICE JURY
	WEST BATON ROUGE S/O WORK RELEASE
286	WEST JEFFERSON MEDICAL CENTER
	WILLIAMS MEMORIAL CME
	WILLIS-KNIGHTON FEDERAL CREDIT UNION
	Wisner Foundation
290	WORD OF LIFE MINISTRIES
291	WORKFORCE INVESTMENT BOARD SDA-83
292	YMCA OF SHREVEPORT, LA
	YMCA OF SHREVEPORT, LA tered Special/Independent in LA
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12	DHH-OFFICE OF PUBLIC HEALTH
13	ELAYN HUNT CORRECTIONAL CENTER
14	FLETCHER TECHNICAL COMMUNITY COLLEGE
15	HAMMOND DEVELOPMENTAL CENTER
16	HOUMA-TERREBONNE HOUSING AUTHORITY
17	LA DEPT OF WILDLIFE AND FISHERIES
18	LA OFFICE OF STATE PARKS
19	LA RESEARCH PARK CORPORATION
20	LA SHERIFFS PENSION AND RELIEF FUND
21	LA State Board Of Medical Examiners
22	LA. DIVISION OF ADMINISTRATION
23	Leonard J Chabert Medical Center
24	LINCOLN COUNCIL ON THE AGING
25	Louisiana Board of Barbers Examiners
26	LOUISIANA BOARD OF CHIROPRACTIC EXAMINERS
27	LOUISIANA DEPARTMENT OF STATE
28	LOUISIANA HOUSING FINANCE AGENCY
29	LOUISIANA STATE GOV. BIDS
30	LOUISIANA TECH UNIVERSITY
31	LSU AGCENTER EXTENSION SERVICE OFFICE
	LSU Bogalusa Medical
33	lsu health systems
	LSUHSC/E.A. CONWAY MEDICAL CENTER
35	METROPOLITAN DEVELOPMENTAL CENTER
36	MHSD/CHARTRES-PONTCHARTRAIN BEHAVIOR HEALTH CENTER
37	Orleans Parish Communication District
38	Richland Parish Tax Assessors office
39	Ruston Housing Authority
40	SPECIAL EDUCATION DISTRICT NO.1 OF LAFOURCHE
41	State of Lousiana Office of Legislative Auditor
42	Tahgipahoa Parish Sheriff's Office
43	THE SPRINGS OF RECOVERY ADOLESCENT PROGRAM
44	VERNON WORKFORCE CENTER

<u>ATTACHMENT E</u> ARRA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

If a contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("Recovery Act"), the following terms and conditions apply. As used in this Section, "Contractor/Grantee" means the contractor or grantee receiving Recovery Act funds from Harford County Public Schools ("School District") under this agreement.

1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.

2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government, State of Maryland, and the School District. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.

AVAILABILITY OF FUNDING

Contractor/Grantee agrees that programs supported with temporary federal funds made available from the Recovery Act may not be continued with School District financed appropriations once the temporary federal funds are expended.

BUY AMERICA REQUIREMENT

Contractor/Grantee agrees that pursuant to Section 1605 of Title XV of the Recovery Act, neither Contractor/Grantee or its subcontractors/subgrantees will use Recovery Act funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. This requirement shall be applied unless the use of alternative materials has been approved by a federal agency pursuant to Section 1605.

CONFLICTING REQUIREMENTS

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with School District requirements, the Recovery Act requirements shall control.

FALSE CLAIMS ACT

Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. §§3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

ENFORCEABILITY

Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of Recovery Act funds, School District may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to School District under all applicable state and federal laws.

INSPECTION OF RECORDS

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor/Grantee or

any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

JOB POSTING REQUIREMENTS

Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to post jobs created and retained as a result of stimulus funds on the State of Maryland (http://www.statestat.maryland.gov/recovery.asp).

PROHIBITION ON USE OF RECOVERY ACT FUNDS

Contractor/Grantee agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

REPORTING REQUIREMENTS

Pursuant to Section 1512 of Title XV of the Recovery Act, entities receiving Recovery Act funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Contractor/Grantee agrees to provide the County with the following information in a timely manner:

a. The total amount of Recovery Act funds received by Contractor/Grantee during the Reporting Period;

b. The amount of Recovery Act funds that were expended or obligated during the Reporting Period;

c. A detailed list of all projects or activities for which Recovery Act funds were expending or obligated, including: i. the name of the project or activity;

- ii. a description of the project or activity;
- iii. an evaluation of the completion status of the project or activity; and
- iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;

d. For any subcontracts or subgrants equal to or greater than \$25,000:

- i. The name of the entity receiving the subaward;
- ii. The amount of the subaward;
- iii. The transaction type;
- iv. The North American Industry Classification System (NAICS) code or
 - Catalog of Federal Domestic Assistance (CFDA) number;
- v. Program source;
- vi. An award title descriptive of the purpose of each funding action;
- vii. The location of the entity receiving the subaward;

viii. The primary location of the subaward, including the city, state, congressional district and country; and

ix. A unique identifier of the entity receiving the sub-award and the parent entity of Contractor/Grantee, should the entity be owned by another.

x. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.

e. For any subcontracts or subgrants of less than \$25,000 or to individuals, the information required in d may be reported in the aggregate and requires the certification of an authorized officer of Contractor/Grantee that the information contained in the report is accurate.

f. Any other information reasonably requested by the County or required by state or federal law or regulation. Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the Recovery Act, are pending review by the federal government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1, 2009), and are to be provided online at www.FederalReporting.gov.

SEGREGATION OF FUNDS

Contractor/Grantee agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the Recovery Act may be comingled with any other funds or used for a purpose other than that of making payments for costs specifically allowable under the Recovery Act.

SUBCONTRACTOR REQUIREMENTS

Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the Recovery Act.

WAGE REQUIREMENTS

Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the State of Maryland are located at: http://www.gpo.gov/davisbacon/MD.html.

WHISTLEBLOWER PROTECTION

Contractor/Grantee agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the Recovery Act, which prohibits all non-federal Contractor/Grantees of Recovery Act funds, including School District, and all contractors and grantees of School District, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.

ATTACHMENT F 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 ("<u>FEMA</u>") 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 ("<u>44 CFR 13</u>").

In addition, Contractor agrees to the following specific provisions:

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

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

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

a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("<u>DOL</u>") 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 play issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions 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 University and be disposed of in accordance with University policy. The University, 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 contactor 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 University deems necessary, Contractor shall permit University, 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 University 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.

ATTACHMENT G

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND GENERAL REQUIREMENTS (SPECIFIC ONLY TO HARFORD COUNTY PUBLIC SCHOOLS)

I. <u>CONTRACT AWARD</u>

Any award to furnish services, supplies and equipment to The Harford County Public Schools (referred to as "HCPS") shall include, in whole or in part, either attached or incorporated by reference, binding in all respects, these provisions. The words Offeror, Offeror, Consultant, Proposer and Contractor may be used interchangeably.

II. <u>PUBLIC INFORMATION ACT NOTICE</u>

Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by HCPS. Blanket requests for the entire proposal to be held confidential will not be accepted.

HCPS shall determine, in its sole discretion, which (if any) portions of the Offeror's proposals shall be confidential. It is the responsibility of the Proposer to clearly mark such information (pages) as "Confidential".

III. INITIATION OF WORK

The Offeror/Offeror shall not commence performance of the services until it receives a formal written notice to proceed from HCPS, in the form of a contract/purchase order or request.

IV. <u>RESPONSIBILITY FOR CLAIMS AND LIABILITY</u>

The Contractor shall be responsible for any personnel injury, loss of life, and damage to or loss of property arising from or related to Contractor's activities or those of its subcontractors, agents, or employees in connection with this agreement. The Contractor shall indemnify and save harmless HCPS, its elected officials, officers, agents and employees from and against all claims, suits, demands, judgments, expenses, actions, damages and costs of every name and description, including but not limited to attorneys fees arising out of or resulting from its negligent or wrongful performance or failure of performance of the Contractor under this agreement or the activities conducted or required to be conducted by the Contractor under this agreement, including its subcontractors, agents, or employees.

V. <u>PERFORMANCE: SAVE HARMLESS: INSURANCE</u>

- A. The Contractor shall take proper safety and health precautions and to protect their work, their employees, the public and the property of others from any damage or injury resulting solely from the performance of the work described herein.
- B. HCPS shall not be liable for any injuries to the employees, agents, or assignees of the Contractor arising out of or during the course of employment relating to this agreement.
- C. The Contractor has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and accordance with the requirements contained in the attached insurance

requirements.

VI. <u>SUBCONTRACTING OR ASSIGNMENT</u>

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the contractor, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPS, and neither this agreement or the services to be performed thereunder shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPS.

VII. <u>CHANGES, ALTERATIONS, OR MODIFICATIONS IN THE DELIVERY OF GOODS AND</u> <u>SERVICES</u>

HCPS shall have the right, at its discretion, to change, alter, or modify the requirements provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Contractor or in the contract cost thereof.

If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any provision under this Contract, whether or not changed by an order, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing with 30 days from the date of receipt by the Contractor of the notification of change unless the project manager or his duly authorized representative grants a further period of time before the date of final payment under the Contract.

No services or equipment for which an additional cost or fee will be charged by the Contractor shall be furnished without prior written authorization of HCPS.

VIII. <u>REMEDIES AND TERMINATION</u>

- A. *Correction of Errors, Defects, and Omissions* The Contractor agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPS. The acceptance of the work set forth herein by HCPS shall not relieve the Contractor of the responsibility.
- B. *Set-Off* HCPS may deduct from and set-off against any amounts due and payable to the Contractor any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Contractor for damages and HCPS may affirmatively collect damages from the Contractor.
- C. *Termination for Default* If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the Contract, HCPS may terminate the Contract by written notice to the Contractor. The notice shall specify the acts of omissions relied on as cause for termination.

All finished or unfinished supplies, equipment and services provided by the Contractor, shall at HCPS option, become HCPS property. HCPS shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach.

If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and HCPS can affirmatively collect damages.

- D. **Termination for Convenience of HCPS** HCPS may terminate all or any part of the requirement under this Contract for the convenience of HCPS. In the event of such termination, the Contract Manager shall determine the costs the Contractor has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Contract Manager to the Contractor together with reasonable profit reasonably earned by the Contractor to the time of termination but not to include any profit not earned as of the date of termination.
- E. *Obligations of Contractor upon Termination* Upon notice of termination as provided in Paragraphs C and D above, the Contractor shall:
 - 1. Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
 - 2. Take such action as may be necessary to protect the property of HCPS, place no further orders or subcontract, assign to HCPS in the manner and to the extent directed by HCPS all of the right, title and if ordered by HCPS possession and interest of Contractor under the orders or subcontracts terminated.
- F. *Remedies Not Exclusive* The rights and remedies contained in this general condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

IX. <u>RESPONSIBILITY OF CONTRACTOR</u>

- A. The Contractor shall perform the requirement with that standard of care, skill, and diligence normally provided by a contractor in the performance of similar services.
- B. Notwithstanding any review, approval, acceptance, or payment for the services by HCPS, the Contractor shall be responsible for professional and technical accuracy of its work furnished by the Contractor under this agreement.
- C. HCPS review, approval, or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to HCPS in accordance with applicable law for all damages to HCPS caused by the Contractor's negligent performance of any or the services furnished under this Contract.
- D. The rights and remedies of HCPS provided for under this Contract are in addition to any rights and remedies provided by law.

X. EXAMINATION OF RECORDS

The Contractor agrees that the auditor of HCPS or any of its duly authorized representatives shall, until expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract.

XI. <u>NON-HIRING OF EMPLOYEES</u>

No employee of the Board of Education of Harford County, or any department, commission, or agency or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while such employee, become or be an employee of the party or parties hereby contracting with said HCPS, or any department, commission, agency or branch thereof.

XII. <u>CONTINGENT FEE PROHIBITION</u>

- A. The Contractor warrants that they have not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that they have not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.
- B. For breach or violation of this warranty, HCPS shall have the right to terminate this agreement without liability, or, at its discretion, to deduct from the contract price or consideration, or percentage, brokerage fee, gift or contingent fee.

XIII. <u>COMPLIANCE WITH LAW</u>

The Contractor hereby represents and warrants:

- A. That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- B. That it is not in arrears with respect to the payment of any monies due and owing the county or state, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.
- C. That it shall comply with all federal, state, and local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- D. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this agreement.
- E. That the facts and matters set forth hereafter in the "Contract Affidavit" which is attached to this agreement and made a part hereof are true and correct.

XIV. <u>RECEIPT AND OPENING OF BIDS/PROPOSALS</u>

Sealed bids/proposals for the requirements identified in the attached statement of work and detailed specifications, as required by the Board of Education of Harford County will be opened at the time and date so specified. Unless otherwise indicated, bids and proposals will be opened in the Purchasing Department, 102 South Hickory Avenue, Third Floor, Room 310, Bel Air, MD 21014. Offerors/Offerors must submit their bids/offers in a sealed envelope to the attention of the Purchasing Department. The Board of Education reserves the right to reject any or all bids/proposals, and/or waive technical defects if, in its judgment the interests of the Board shall so require. Bids/Proposals may be withdrawn before the scheduled time of opening. Withdrawal is not permitted after the bids/proposals are opened.

XV. AWARD OR REJECTION OF BIDS/PROPOSALS

The Board of Education also reserves the right to reject the bid/proposal of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete on time other Board contracts.

The Board of Education also reserves the right to reject the bid/proposal of Offerors/offerors pursuant to Section 5-112 of the Education Article of the Annotated Code of Maryland.

The Board reserves the right to award a contract within ninety (90) days from the date of opening and all pricing must remain firm during that period and until the time of award. Tabulations and bid abstracts will not be provided.

XVI. <u>INTERPRETATION</u>

Should any Offeror/offeror be in doubt as to the meaning of the statement of work, or anything contained within the solicitation documents, the Offeror/offer will contact the Supervisor of Purchasing in writing and request a clarification or additional information. This clarification may result in the issuing of an addendum.

XVII. DEVIATIONS

Any deviations to the Specifications or statement of work, must be clearly noted in detail by the Offeror/Offeror, in writing at the time of submittal of the formal bid/proposal. Any deviations from the Specifications as written is ground for rejection of the material, equipment and or services when delivered and performed.

XVIII. WAIVER OF TECHNICALITIES

Minor differences in the Specifications or other minor technicalities may be waived at the discretion of Supervisor of Purchasing or upon recommendation to the Board of Education.

XIX. PERMITS AND LICENSES

The Contractor awarded this Contract must, at its expense, obtain any and all permits required by local, state, federal authorities. The Contractor at the time of bid opening must be fully licensed in all trades or special areas that require a license by local, state, federal authorities. It is the Contractor's responsibility to notify the HCPS of lapses in, suspension of or termination of special permits and licenses required under the Contract.

XX. MULTI-AGENCY PROCUREMENT

HCPS reserves the right to extend the Terms and Conditions of this Contract to any and all other public agencies and school districts. This is conditioned upon the Contractor's approval and all purchase and payment transactions will be made directly between the Contractor and the requesting public agency. HCPS assumes no obligation on behalf of any other agency.

XXI. POLITICAL CONTRIBUTION DISCLOSURE

Contractor shall comply with the provisions of Article 33, Section 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including agencies or political subdivisions of the State, during the calendar

year under which the person receives in the aggregate \$10,000 or more, shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate of elective office in any primary or general election.

XXII. NONDISCRIMINATION

The Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, religion, sex, age, marital status, or mental or physical handicap in connection with performance of this Contract. The Contractor shall comply fully with all provisions of Executive Order 11246, as amended; the Rehabilitation Act of 1973; and the Vietnam Veteran's Readjustment Act of 1974. For assistance or questions regarding compliance contact: U.S. department of Labor at 410-962-3572.

XXIII. GOVERNING LAW

Any contract resulting from this solicitation is subject to and will be construed and interpreted under the laws of the State of Maryland.

XXIV. DRUG, TOBACCO, ALCOHOL

All HCPS properties are "drug, tobacco and alcohol free zones" as designated by local and state laws. Neither the Contractor or their employees or subcontractors are permitted to have any drugs, tobacco, or alcohol product on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the Contract.

XXV. CONTRACT

The request for proposal with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions shall constitute the formal contract between the Offeror/offer and the HCPS.

XXVI. INSURANCE

Please review in detail the Insurance Requirements contained in the attached document. These requirements are recommended by the Maryland Association of Boards of Education Group Insurance Pool. Please have your insurance agent/company review these insurance requirements prior to submitting a bid or offer. Failure to comply with these Insurance Requirements may render the Bid/Offer as non-responsive.

XXVII. MINORITY BUSINESS ENTERPRISE PARTICIPATION

Minority participation is encouraged on all contracts and non-minority prime contractors are encouraged to use minority subcontractors.

XXVIII. EMPLOYMENT OF CHILD SEX OFFENDORS

Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722 & of the Criminal Procedure Article of the Annotated code of Maryland states, "A person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a

misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both."

If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Contractor, the Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any Harford County Public School property, including the project property. Violation of this provision may result in Termination for Cause.

XXIX. USE OF ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by Harford County Public School is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted.

XXX. LANGUAGE

All customer service operations must be based and housed within the continental United States and staffed by English speaking individuals who are fluent in the English language. A 1-800 toll free service line must be provided.

ATTACHMENT H

Harford County Public School System – Maryland <u>Insurance Requirements</u>

(SPECIFIC ONLY TO HARFORD COUNTY PUBLIC SCHOOLS)

1. General Insurance Requirements

- 1.1 The Contractor shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Contractor will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.
- 1.2 Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract.
- 1.3 The Contractor shall require all Subcontractors to maintain during the term of the Contract insurance to the same extent required of the Contractor herein unless any such requirement is expressly waived or amended by the Board in writing. The Contractor shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.
- 1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.

Therefore, the phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

- 1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of this Contract.
- 1.6 If the Contractor does not meet the insurance requirements of this Contract, the Contractor shall forward a written request to the Director of Purchasing for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Director of Purchasing denies the request, the Contractor must comply with the insurance requirements as specified in this Contract.
- 1.7 All required insurance coverage must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.

- 1.8 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Contractor, and are subject to Board's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.
- 1.9 If the Board is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Contractor shall bear all reasonable costs properly attributable thereto.

2. Contractor's Insurance

- 2.1 The Contractor shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:
 - 2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000	Each Occurrence;
\$1,000,000	Personal and Adv Injury;
\$2,000,000	General Aggregate; and
\$2,000,000	Products/Completed Operations Aggregate

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Contractual liability protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract.
- 2.1.2 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:
 - i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
 - ii. Automobile contractual liability.
- 2.1.3 <u>If the Contractor has any employees</u>, workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:
 - \$100,000 Each accident for bodily injury by accident;
 \$100,000 Each employee for bodily injury by disease; and
 \$500,000 Policy limit for bodily injury by disease.
- 2.1.4 <u>If the Contractor is an individual or sole proprietor operating without workers</u> <u>compensation coverage</u>, personal health insurance or its equivalent is required
- 2.1.5 Professional liability (or errors or omissions liability) insurance or its equivalent with minimum limits of:

\$1,000,000 Each Claim or Wrongful Act; and

\$2,000,000 Annual Aggregate

2.1.6 The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Contractor's commercial general liability insurance with respect to liability arising out of the services provided under this Contractor.

<u>Special Notes:</u> ISO forms CG 2009 and CG 2010 entitled "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are <u>NOT</u> <u>ACCEPTABLE</u>. ISO form CG 2026 entitle "Additional Insured – Designated Person or Organization" <u>or</u> a manuscript endorsement with the above wording is required.

"The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds on this commercial general liability insurance with respect to liability arising out of the services provided by the Named Insured under Contract:

(Enter specific

identifying information such as project name, Board's contract number and/or date of contract)."

- 2.3 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers under any Contractor's liability insurance of self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Contractor's liability insurance policies required herein.)
- 2.4 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance of self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.
- 2.5 If any liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:
 - 2.5.1 The Contractor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
 - 2.5.2 The Contractor shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. Indemnification

To the fullest extent permitted by law, Contractor agrees to defend, indemnify, pay on behalf of and save harmless the Board of Education of Harford County, its elected and appointed officials, agents, employees and

authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Contractor under this Contract.

4. Waiver of Subrogation

To the fullest extent permitted by law, the Contractor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the services provided by Contractor under this Contract. Contractor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Contractor shall advise its insurers of the foregoing.

5. Acknowledgment of Contractor's Independent Contractor Status and no Coverage For Contractor Under Board's Workers Compensation Coverage

Contractor hereby acknowledges its status as an independent contractor while performing services on behalf of the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Contractor or its employees during the Contractor's performance of services for the Board. To the fullest extent permitted by law, the Contractor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the performance of services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Contractor shall advise its insurers of the foregoing.

6. Damage To Property of The Contractor And Its Invitees

To the fullest extent permitted by law, the Contractor shall be solely responsible for any loss or damage to property of the Contractor or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

ATTACHMENT I

HARFORD COUNTY PUBLIC SCHOOLS

102 S. Hickory Ave, Bel Air, Maryland 21014

CERTIFICATION REGARDING U.S. GOVERNMENT DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Agency/Organization Representative

Signature

Date

Agency/Organization

Above certification instituted by the U.S. Department of Education for all grantees and subgrantees as of fiscal year 1990.

ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

Robert Tomback, Superintendent

 1. I am the ______ and the duly authorized representative of the firm of whose address is ______, and that I possess the legal authority to make this affidavit on

behalf of myself and the firm for which I am acting.

- 2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the state or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendre to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the <u>Annotated Code of Maryland</u> or under the laws of any state or federal government.
- 3. (State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.

I acknowledge that this affidavit is to be furnished to the requesting agency, to the Secretary of Budget and Fiscal Planning of Maryland, and where appropriate, to the Board of Public Works and the Attorney General under §16-202, S.F. of the <u>Annotated Code of Maryland</u>. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the State may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with §16-203, S.F. of the <u>Annotated Code of Maryland</u>, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Witness

Signature

Date

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LEASE AND RENTAL ITEMS							
SECTION A							
Item	Description	Item #	Lease (no cleaning) Pricing Per Week	Rental (w/cleaning) Pricing Per Week	Lost - Replacement Charge (EA)		
Men's Long Sleeve Shirt	Poly Cotton Blend						
Men's Short Sleeve Shirt	Poly Cotton Blend						
Men's Long Sleeve Shirt	100% Cotton						
Men's Short Sleeve Shirt	100% Cotton						
Men's Long Sleeve Shirt Oxford	100% Cotton						
Men's Short Sleeve Shirt Oxford	100% Cotton						
Men's Polo Shirt	Poly Cotton Blend						
Men's Pants	Poly Cotton Blend						
Men's Pants	100% Cotton						
Men's Pants-Elastic Waist	Poly Cotton Blend						
Men's Pants-Jeans	100% Cotton						
Men's Cargo Pants							
Women's Long Sleeve Shirt	Poly Cotton Blend						
Women's Short Sleeve Shirt	Poly Cotton Blend						
Women's Long Sleeve Shirt	100% Cotton						
Women's Short Sleeve Shirt	100% Cotton						
Women's Long Sleeve Shirt Oxford	100% Cotton						

Item	Description	Item #	Lease (no cleaning) Pricing Per Week	Rental (w/cleaning) Pricing Per Week	Lost - Replacement Charge (EA)
Women's Short Sleeve Shirt Oxford	100% Cotton				
Women's Polo Shirt	Poly Cotton Blend				
Women's Pants	Poly Cotton Blend				
Women's Pants	100% Cotton				
Women's Elastic Waist	Poly Cotton Blend				
Women's Pants-Jeans	100% Cotton				
Chef Coats					
Chef Pants					
Aprons					
T-Shirt					
Jacket	Lightweight				
Jacket	Heavyweight				
Jacket	Hi-Visibility				
Jacket	Enhanced Visibility				
Jacket	Hi-Visibility With Liner				
Coveralls	Poly Cotton Blend				
Coveralls	100% Cotton				
Coveralls	Insulated				
Coveralls	Fire Retardant				

Item	Description	Item #	Lease (no cleaning) Pricing Per Week	Rental (w/cleaning) Pricing Per Week	Lost - Replacement Charge (EA)
Coveralls	Enhanced Visibility				
Fire Retardant Shirts					
Fire Retardant Pants					
Lab Coats	Poly Cotton Blend				
Smocks	Poly Cotton Blend				
Automotive Parts Washer					
Soiled Hamper					
Organization Emblem Tag					
Make Up Charges (additional emp)					
Delivery Fee					
Personalization of Name Tag					
Size Change of Uniform					
	SI	ECTION B			
Cotton Towels	Shop				
Microfiber Towels					
3x5 Carpet Mat	Carpet				
4x6 Carpet Mat	Carpet				
3x10 Carpet Mat	Carpet				

Item	Description	Item #	Lease (no cleaning) Pricing Per Week	Rental (w/cleaning) Pricing Per Week	Lost - Replacement Charge (EA)
3x5 Scraper Mat	Scraper				
2x3 Spring Step					
3x5 Duralite Mat					
3x5 Logo Mat					
24" Dust Mop					
24" Dust Mop Frame					
36" Dust Mop					
36" Dust Mop Frame					
48" Dust Mop					
48" Dust Mop Frame					
60" Dust Mop					
60" Dust Mop Frame					
Wet Mop					
11" Microfiber Mop					
11" Microfiber Mop Handle					
20" Microfiber Mop					
20" Microfiber Mop Handle					

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SECTION C								
Item	Desci	ription	Pricing Cost \$		cail/Structure er unit, etc?)			
Deep Restroom Cleaning								
Carpet Cleaning-Deep Clean								
Carpet Cleaning-Maintenance Clean								
Ceramic Tile Cleaning								
Floor Cleaner-Chemical								
Glass Cleaner-Chemical								
Multi-Purpose Disinfectant-Chemical								
Lockers								
	DIREC	Г SALE ITE	EMS					
	SE	CCTION D						
Item	Description	Item #	Purchase	e Price				
Work Boots	Steel Toe							
Work Boots	Non Steel Toe							
Hard Hats								
Protective Eye-Wear								
Comfort Hat	Wool							
Baseball Caps								
Belts	Black/Brown							
Gloves	Leather							

OTHER PRODUCT SOLUTIONS

Provide on a separate sheet detailed pricing of any other rental, lease, sale or other items you offer that will be available for public agencies.

OTHER FACILITIES SOLUTIONS

Provide on a separate sheet any other solutions you offer along with the prices for those solutions

Signature

Company Name

Name (Print or Type)