

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 3<sup>rd</sup> day of November 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of U.S. Communities cooperative contract 11019-RFP – Retail Maintenance Repair and Operating Commodities and Related Services with Home Depot and Applied Industrial Technologies. It is further ordered the Presiding Commissioner is hereby authorized to sign said contracts.

Done this 3<sup>rd</sup> day of November, 2011.

ATTEST:

Wendy S. Noren cc  
Wendy S. Noren  
Clerk of the County Commission

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Absent  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Tyson Boldan**  
Buyer



601 E. Walnut, Room 209  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Tyson Boldan  
**DATE:** November 1, 2011  
**RE:** U.S. Communities Cooperative Contract for 11019- Retail Maintenance Repair and Operating Commodities and Related Services with Home Depot, and Applied Industrial Technologies

Purchasing and Facilities Maintenance request permission to utilize U.S. Communities Cooperative Contract for 11019-RFP- Retail Maintenance Repair and Operating Commodities and Related Services.

This is a multi award contract with Home Depot and Applied Industrial Technologies that will allow Boone County access to U.S. Communities discounts and rebates.

Invoices from this Term and Supply contract will be paid from department 6100 – Facilities and Grounds Maintenance, accounts 60100-Building Repair and Maintenance, 60200-Equipment Repair and Maintenance, 60400-Grounds Maintenance, 23050-Other Supplies, and 23035-Maintenance Supplies.

**cc:** Contract File  
Bob Davidson, Facilities Maintenance

**PURCHASE AGREEMENT FOR  
RETAIL MAINTENANCE REPAIR AND OPERATING COMMODITIES AND RELATED SERVICES  
WITH APPLIED INDUSTRIAL TECHNOLOGIES**

THIS AGREEMENT dated the 3 day of November 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Applied Industrial Technologies**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Retail Maintenance Repair and Operating (MRO) commodities and related services with Applied Industrial Technologies**, in compliance with all Request For Proposal specifications and any addendum issued for the Maricopa County Contract 11019-RFP, as well as the Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this Request For Proposal if not attached. In the event of conflict between any of the foregoing documents, this purchase agreement and the Maricopa County Contract 11019-RFP shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, Retail Maintenance Repair and Operating commodities and related services as identified and responded to in Exhibit A and B of the Contractor's proposal response in the attached Maricopa County contract. Products will be provided as required in the bid specifications and in conformity with the contract documents for the prices and with the rebates set forth in the Maricopa County contract, as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **the date written above** and extend through **July 31 2014** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **three (3) additional one year periods** subject to the pricing clauses in the Contractor's RFP response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
4. **Delivery** - Contractor agrees to deliver retail maintenance repair and operating commodities per the proposal documents.
5. **Billing and Payment** - All billing shall be invoiced to the Facilities Maintenance Department, Room 205, 601 E. Walnut St., Columbia, MO 65201 and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the RFP. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

APPLIED INDUSTRIAL TECHNOLOGIES

by [Signature]  
title Vice President

BOONE COUNTY, MISSOURI

by: Boone County Commission  
[Signature]  
Presiding Commissioner

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

[Signature]  
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

[Signature]  
Signature by [Signature]

6100/ 60100-60200-60400-23050-23035 Term and Supply.

10/24/11  
Date

No Encumbrance Required  
Appropriation Account

**STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI**

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered a non-exclusive contract.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



## CONTRACT PURSUANT TO RFP

SERIAL 11019-RFP

This Contract is entered into this sixth (6th) day of July, 2011 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Applied Industrial Technologies, an Ohio corporation ("Contractor") for the purchase of Industrial Maintenance, Repair and Operating (MRO) commodities and related services.

### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the first (1<sup>ST</sup>) day of August, 2011 and ending the thirty-first (31st) day of July, 20 14.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 2.0 PRICE ADJUSTMENTS:

Catalog prices or pricing discounts based off the Contractor's current published catalog pricing are permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable pricing adjustments shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts, County shall issue written approval of the changes.

### 3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sums stated in Exhibit "A."

- 3.2 For non-procurement card transactions, payment shall be made upon the County's receipt of a properly completed invoice.

#### 3.3 INVOICES (NON-PROCUREMENT CARD TRANSACTIONS):

- 3.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date

- Payment terms
- Date of service or delivery
- Quantity
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Total Amount Due

3.4 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.4.1 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site ([www.maricopa.gov/finance/vendors](http://www.maricopa.gov/finance/vendors)).

3.4.2 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

#### 4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

#### 5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

#### 6.0 TERMS and CONDITIONS:

##### 6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person

or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage,



personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 Workers' Compensation.

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Certificates of Insurance

6.2.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.12.2 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.12.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 Applied further warrants that services rendered will be performed in accordance with applicable industry standards prevailing at the time of performance. If any of the services do not comply with the foregoing warranty and Customer notifies Applied within the

warranty period, Applied's sole responsibility shall be to re-perform the nonconforming service or refund the price allocable to the nonconforming service, at Applied's option.

- 6.3.3 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 INSPECTION OF SERVICES:

- 6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.
- 6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 6.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:
- 6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
  - 6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:
- 6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or
  - 6.4.4.2 Terminate the Contract for default.

6.5 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

6.6 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

6.7 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Chief Procurement Officer  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:

Applied Industrial Technologies  
Market Segment Manager – Government  
301 North Fancher  
Spokane, WA 99212

6.8 REQUIREMENTS CONTRACT:

- 6.8.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.
- 6.8.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.
- 6.8.3 Purchase orders will be cancelled in writing.

6.9 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.10 TERMINATION FOR DEFAULT:

- 6.10.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 6.10.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.10.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.10.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.12 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.13 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.14 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.15 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

6.17 RETENTION OF RECORDS:

6.17.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County,

Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.17.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.18 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.19 ALTERNATIVE DISPUTE RESOLUTION:

6.19.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.19.1.1 Render a decision;

6.19.1.2 Notify the parties that the exhibits are available for retrieval; and

6.19.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.19.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.19.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.20 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.21 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.22 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.18.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

6.24.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

6.24.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 CONTRACTOR LICENSE REQUIREMENT:

6.25.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary

complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

- 6.25.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.26 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 6.26.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.26.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.26.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.26.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.26.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

- 6.26.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

- 6.26.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.27 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.28 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.29 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.30 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

6.31 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

6.32 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.32.1 Exhibit A, Pricing;

6.32.2 Exhibit B, Scope of Work;

6.32.3 Exhibit C, FEMA and ARRA Terms and Condition



IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

*Tom Arnold*  
AUTHORIZED SIGNATURE

Tom Arnold VP Strategic Accounts  
PRINTED NAME AND TITLE

1 Applied Plaza, Cleveland, Ohio 44115  
ADDRESS

7/11/11  
DATE

MARICOPA COUNTY

*[Signature]* JUL 19 2011  
CHAIRMAN, BOARD OF SUPERVISORS DATE

ATTESTED:

*[Signature]* JUL 19 2011  
CLERK OF THE BOARD 070611 DATE

APPROVED AS TO FORM:

*[Signature]* July 15 2011  
LEGAL COUNSEL DATE

**EXHIBIT A**

**PRICING**

|                                  |   |
|----------------------------------|---|
| SERIAL                           | 11019-RFP                               |
| NIGP CODE:                       | 45041                                   |
| RESPONDENT'S NAME:               | Applied Industrial Technologies         |
| COUNTY VENDOR NUMBER :           | 2011000858 0                            |
| ADDRESS:                         | 1 Applied Plaza                         |
|                                  | Cleveland, Ohio 44115                   |
| P.O. ADDRESS:                    | PO Box 6925, Cleveland, Ohio 44115-2193 |
| TELEPHONE NUMBER:                | 216-426-4440 or 509-954-6154            |
| FACSIMILE NUMBER:                | 216-373-5567                            |
| WEB SITE:                        | www.applied.com                         |
| CONTACT (REPRESENTATIVE):        | Bill Rozier                             |
| REPRESENTATIVE'S E-MAIL ADDRESS: | brozier@applied.com                     |

|   |                                     |                          |
|---|-------------------------------------|--------------------------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT | YES                                 | NO                       |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:                             | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

PAYMENT TERMS: NET 30 DAYS

**PRODUCT PRICING**

Applied is offering our most competitive pricing structure available to public agencies. Our offer will allow access to one of the most robust product offerings representing over 2000 world class manufactures and over 2.5 million specific line items. We will be offering Maricopa County and US Communities an Applied Cost plus pricing structure for the bulk of the items currently purchased by potential contract users. Applied Cost is the procurement cost to the local service center or distribution center.

The offering contains a list of Tier 1 suppliers. The products that are offered by these manufactures through Applied will be priced based on current Applied Cost plus the gross profit percentage (GP%) listed for the major categories. Applied Cost may fluctuate with market conditions; however, the markup will remain the same. With the exception of training, described below, we are also offering our services based on this structure. The formula for calculating the sell price is  $\text{Applied Cost} / (1 - \text{GP}\% / 100) = \text{Sell Price}$ . We have included examples in the table below for your review.

| Applied Cost | Sell Price | GP % | Applied Cost(1-GP%/100 = Sell Price) |
|--------------|------------|------|--------------------------------------|
| \$10.00      | 11.63      | 14   | $\$10 / (1 - 14 / 100) = \$11.63$    |
| \$10.00      | 11.76      | 15   | $\$10 / (1 - 15 / 100) = \$11.76$    |
| \$10.00      | 11.90      | 16   | $\$10 / (1 - 16 / 100) = \$11.90$    |

Applied is offering a cost plus pricing structure for over 1.6 million Tier 1 products currently loaded on Applied.com. All made-to-order products from the Tier 1 suppliers will also be priced according to the cost plus structure. The remainder of Applied's offering for the market baskets Maricopa is requesting will be priced based on our current Applied Price (Applied's List) minus a 10% discount. The remaining standard products loaded on Applied.com will receive a 10% discount off of Applied Price (Applied's List price). Additional price on request items are also available on Applied.com.

The Tier 1 pricing structure is shown on the following pages.

**ADDENDUM #2 (DTD 04/15/11) PLEASE SEE CHANGES TO COVER PAGE (OPENING DATE), 3.3, 3.4, 3.10, 3.15, EXHIBIT 10 SECTION 6.27**

**ADDENDUM #1 (DTD 03/24/11) PLEASE SEE CHANGES TO ATTACHMENTS D, D-1, D-2, D-3, D-4**



# Maricopa County

## NOTICE OF SOLICITATION



**U.S. COMMUNITIES™**  
GOVERNMENT PURCHASING ALLIANCE



**SERIAL 11019- RFP**

**REQUEST FOR PROPOSAL FOR: MAINTENANCE, REPAIR, OPERATING SUPPLIES,  
INDUSTRIAL SUPPLIES, AND RELATED SERVICES**

Notice is hereby given sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M.** Arizona time on **April 29-May 6, 2011**, for the furnishing of the following goods and services for Maricopa County. Proposals will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **"SERIAL 11019- RFP REQUEST FOR PROPOSAL FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES."**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

**ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL CAN BE LOCATED AT <http://www.maricopa.gov/materials> "Develop Bids". ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.**

**PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER**

**DIRECT ALL INQUIRIES TO:**  
CHARLES HINEGARDNER  
PROCUREMENT OFFICER  
TELEPHONE: (602) 506-6476  
EMAIL: [hinegardnerc@mail.maricopa.gov](mailto:hinegardnerc@mail.maricopa.gov)

**THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON TUESDAY, APRIL 12, 2011 AT 9:00 A.M. ARIZONA TIME, AT THE MARICOPA COUNTY ELECTIONS DEPARTMENT, LARGE CONFERENCE ROOM, 510 SOUTH THIRD AVENUE, PHOENIX, ARIZONA 85003**

**NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:**

**[www.maricopa.gov/materials/advbd/advbd.asp](http://www.maricopa.gov/materials/advbd/advbd.asp)**

**VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THEIR BID**

---

**Signature:**

**Date:**

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**NOTICE**

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| ATTACHMENT C   | REFERENCES – PRODUCTS                                   |
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**EXHIBITS:**

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**SERIAL 11019-RFP**

- EXHIBIT 6            ADMINISTRATION AGREEMENT (CANADIAN COMMUNITIES SUPPLIER INFORMATION)
- EXHIBIT 7            STATE NOTICE ADDENDUM
- EXHIBIT 8            ARRA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS
- EXHIBIT 9            FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS
- EXHIBIT 10          DRAFT COPY OF CONTRACT

**REQUEST FOR PROPOSAL FOR: MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED SERVICES**

1.0 INTENT:

Maricopa County (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 complete line of "Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale (internet) environment; and Related Products and Services (installation, repair and renovation) (herein "Products and Services").

The Respondent(s) shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various government agencies nationwide.

Responses shall be for Retail and Related Services; Wholesale and Related Services or Industrial and Related Services. Suppliers are not required to respond to all three (3) categories.

Responses for only the Related Services (installation, repair and renovation) shall be deemed non-responsive.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 2.21, below)

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

1.1 The RFP is intended to achieve the following objectives:

Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies.

Establish the Master Agreement as Supplier's primary offering to Participating Public Agencies.

Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive bid process that eliminates the need for multiple government bids and multiple responses by Suppliers.

Combine the volumes of Participating Public Agencies to achieve cost effective pricing.

Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems.

Provide Participating Public Agencies with environmentally responsible products and services.

*These objectives do not preempt Participating Public Agencies from using other contract vehicles or competitive processes as required by law.*

1.2 U.S.COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The

contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

**National Sponsors**

U.S. Communities is jointly sponsored by the National 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 Charlotte/Mecklenburg, NC   | Hillsborough Schools, FL              |
| City of Los Angeles, CA             | City of Houston, TX                   |
| Cobb County, GA                     | Los Angeles County, CA                |
| Dallas County, TX                   | Maricopa County, AZ                   |
| Davis Joint Unified Schools, CA     | Miami-Dade County, FL                 |
| City and County of Denver, CO       | Salem-Keizer School District, OR      |
| State of Georgia                    | City of San Antonio, TX               |
| Emory University, GA                | San Diego Unified School District, CA |
| Fairfax County, VA                  | City of Seattle, WA                   |
| Harford County Public Schools, MD   | Great Valley School District, PA      |
| Hennepin County, MN                 |                                       |
| North Carolina State University, NC |                                       |

**Participating Public Agencies**

Today more than 44,000 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.

Maricopa County 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 EXHIBIT 4.

**Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$250 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, Maricopa County 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 or credit card. 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 minimum qualifications and offers the most advantageous response 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.



2.0 SCOPES OF WORK:

2.1 RETAIL MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

A complete and comprehensive offering of Retail MRO supplies such as appliances, building materials, hardware, HVAC, irrigation equipment and supplies, janitorial, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.2 WHOLESALE MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

A complete and comprehensive offering of Wholesale MRO supplies such as appliances, building materials, hardware, HVAC, irrigation equipment and supplies, janitorial, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.3 INDUSTRIAL SUPPLIES AND RELATED SERVICES (INSTALLATION, REPAIR, AND RENOVATION):

A complete and comprehensive offering of Industrial supplies such as bearings, linear technologies, power transmissions, motors, hydraulics, pneumatics, gearing, material handling, conveyor systems, industrial rubber, general maintenance supplies, fluid power and any additional related products and services.

In addition, a complete range of services available through Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services such as rubber fabrication, vulcanizing, hose fabrication, hydraulic system (design and build) that may offered by Supplier. Such services may be required for public pools, solid waste transfer sites, water treatment plants, waste water treatment sites, boiler plants, mass transit systems, road maintenance equipment, prisons and hospitals and public agencies.

2.4 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES):

2.4.1 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.4.2 Services performed shall be non-structural in nature.

2.4.3 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.4.4 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

- 2.4.4.1 Roofing, Gutters, Downspouts
  - 2.4.4.2 HVAC
  - 2.4.4.3 Plumbing
  - 2.4.4.4 Electrical
  - 2.4.4.5 Exterior decks, patios and porches
  - 2.4.4.6 Exterior Siding
  - 2.4.4.7 Windows, Doors
  - 2.4.4.8 Interior/Exterior Painting
  - 2.4.4.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping
  - 2.4.4.10 ADA Improvements
- 2.4.5 These services may be required in the industrial environment and may be any of the following (non-inclusive):
- 2.4.5.1 Hose Fabrication
  - 2.4.5.2 Hydraulic Repairs
  - 2.4.5.3 Gearbox Repairs
  - 2.4.5.4 Conveyor System Repairs
  - 2.4.5.5 Vulcanizing
  - 2.4.5.6 Rubber Fabrication
- 2.4.6 Services:
- 2.4.6.1 As part of your Proposal response, detail your firm’s program in offering services including:
    - 2.4.6.2 Providing and managing qualified contractors
    - 2.4.6.3 Budget management in keeping projects on budget
    - 2.4.6.4 Project management services in design, planning, organizing, scheduling and managing all stages of a project.
- 2.4.7 Service Providers (Labor):
- 2.4.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.
  - 2.4.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).
  - 2.4.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under Section 3.6 INSURANCE REQUIREMENTS.
  - 2.4.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):
    - 2.4.7.4.1 National Employee Database
    - 2.4.7.4.2 SSN Verification
    - 2.4.7.4.3 National Criminal Database Check
    - 2.4.7.4.4 Two County Search
    - 2.4.7.4.5 Sex Offender Search
    - 2.4.7.4.6 Annual Review (National Criminal Database)
    - 2.4.7.4.7 Two (2) Year Complete Re-Screen and Renewal
    - 2.4.7.4.8 Financial Background
  - 2.4.7.5 All Service Provider employees shall wear a Service Provider’s issued picture identification badge at all times.

2.5 PRODUCT CATEGORIES:

This Solicitation is to establish a nationwide purchasing agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. Your firm may not have the ability to provide all categories.

All products offered shall be new, unused and of the latest design and technology.

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

2.5.1 CATEGORY 1: APPLIANCES

Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.5.2 CATEGORY 2: BUILDING MATERIALS

Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

2.5.3 CATEGORY 3: HARDWARE

Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, weatherization products, and all ancillary supplies, tools, and components.

2.5.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.

2.5.5 CATEGORY 5: SPRINKLER/IRRIGATION EQUIPMENT AND SUPPLIES

Sprinklers, head gates, ports, timers, piping, solvents, and all ancillary supplies, tools, and components.

2.5.6 CATEGORY 6: JANITORIAL SUPPLIES

Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.

2.5.7 CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES

Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, and all ancillary supplies, tools, an components.

2.5.8 CATEGORY 8: MOTORS/PUMPS

Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.

- 2.5.9 CATEGORY 9: PAINTS AND COATINGS  
All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.
- 2.5.10 CATEGORY 10: PLUMBING  
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.
- 2.5.11 CATEGORY 11: SWIMMING POOL SUPPLIES  
Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.
- 2.5.12 CATEGORY 12: TOOLS, GENERAL PURPOSE, HAND-HELD  
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.
- 2.5.13 CATEGORY 13: TOOLS, POWER TYPE  
Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.
- 2.5.14 CATEGORY 14: WINDOW COVERINGS  
Blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.
- 2.5.15 CATEGORY 15: HOSPITALITY  
Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.
- 2.5.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT  
Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.
- 2.5.17 CATEGORY 17: MISCELLANEOUS  
Kitchen and bath cabinets, shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), safes, packaging supplies, communication supplies, electrical supplies, lighting supplies, and flooring.
- 2.5.18 CATEGORY 18: IN STORE SERVICES  
Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment etc.

2.5.19 CATEGORY 19: INDUSTRIAL PRODUCTS/SERVICES

Bearings, motors, fluid sealing, gearing, power transmissions, pumps, hose fabrication, hydraulic repair, gearbox repair, rubber services, conveyor systems, and other industrial products and services.

2.6 PRODUCT ORDERING:

2.6.1 Contractors complete product line (Retail or Wholesale) shall be available for internet ordering 24/7.

2.6.2 Products may be ordered by any of the following methods:

Internet  
Will Call (Phone or FAX order)  
POS (Point-of-sale)

2.7 PRODUCT PRICING:

2.7.1 Retail:

Pricing shall be a fixed percentage (%) off *marked price* at the POS; not a per cent off *list*. The County will consider other retail pricing options (ex. Rebate on gross sales).

2.7.2 Wholesale:

Pricing shall be a fixed percentage (%) off catalog pricing by Product Category (§2.6 above). The County will consider other retail pricing options (ex. Rebate on gross sales).

2.8 REBATE ON SALES:

If this pricing option is offered, describe your firm's ability to provide this service.

2.9 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access an on-line wholesale catalog reflecting contract pricing of all products. Describe your firm's ability to provide this service.

2.10 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING:

2.10.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

2.10.2 All quotations shall be for a "not to exceed" amount.

2.10.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.11 SUPPLIER MANAGED INVENTORY (CONSIGNMENT):

Describe your firm's ability to provide this service.

2.12 SALES REPORTING:

Describe your firm's ability to provide detailed management reporting by Participating Public Agency. Identify the level(s) (Agency, Division, Department, Individual) of reporting detail available in the following categories:

- 2.12.1 Sales Dollars
- 2.12.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes
- 2.12.3 Procurement card (MasterCard or Visa brand)

2.13 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.14 USAGE REPORT:

Upon request, the Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.15 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.16 WARRANTY:

All repair and renovation services performed by the Contractor shall carry a one (1) year workmanship warranty and all manufacturers' product warranties shall be passed on to the end customer.

2.17 INVOICES AND PAYMENTS (PURCHASE ORDER):

2.17.1 The Respondent shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County or Participating Public Agency purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of Purchase (services)
- Pricing per unit of service
- Extended price
- Total Amount Due

2.17.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.17.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Supplier Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Supplier Registration Form located on the County Department of Finance Supplier Registration Web Site ([www.maricopa.gov/finance/Suppliers](http://www.maricopa.gov/finance/Suppliers)).

2.17.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.18 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.19 TAX: (COMMODITIES)

Tax shall not be levied against commodities. Sales/use tax will be determined by County. Tax will not be used in determining low price.

2.20 DELIVERY, FREIGHT REQUIREMENTS:

2.20.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

2.20.2 Should a Participating Public Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Participating Public Agency.

2.20.3 The Proposer shall retain control for carrier selection and payment of freight charges of all goods until received by the requesting Participating Public Agency and the contract coverage completed. The Proposer shall also file all claims for visible or concealed damage. The Participating Public Agency will notify the Proposer of any damaged goods and shall assist the Proposer in arranging for inspection of the goods.

2.20.4 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.

2.20.5 Shipping and handling fees are allowable to destinations outside the continental U.S.

2.20.6 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.20.6.1 Contract Serial number

2.20.6.2 Contractor's name and address

2.20.6.3 Participating Public Agency's name and address

2.20.6.4 Participating Public Agency's purchase order number

2.20.6.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable

2.21 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Request for Proposal is for awarding a firm, fixed discount pricing contract to cover a three (3) year term.

3.2 OPTION TO RENEW CONTRACT:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, or other specified length options, [or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration]. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 RETAIL PRICE ADJUSTMENTS:

~~Retail prices or Discounts~~ discounts off marked ~~price~~ prices at point-of-sale (POS) are permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable pricing adjustments shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts, County shall issue written approval of the changes.

3.4 WHOLESALE PRICE ADJUSTMENTS:

~~Catalog prices or Discounted~~ pricing discounts based ~~on~~ off the Contractor's current published catalog pricing ~~is~~ are permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable adjustments to catalog category discounts shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts offered by category, County shall issue written approval of the changes.

3.5 INDEMNIFICATION:

3.5.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.5.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.5.3 The scope of this indemnification does not extend to the sole negligence of County.



3.6 INSURANCE REQUIREMENTS:

- 3.6.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 3.6.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 3.6.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.6.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.6.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.6.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.6.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.6.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.6.9 Commercial General Liability.  
  
Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.6.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.6.11 Workers' Compensation.

3.6.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

3.6.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.6.12 Certificates of Insurance.

3.6.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.6.12.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.6.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.6.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.7 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card (MasterCard), from time-to-time, to place or make payment for orders under the Contract. Respondents without this capability shall be considered non-responsive and not eligible for award consideration.

3.8 INTERNET CAPABILITY:

County intends to use the Internet to communicate and to place orders under this Contract. Respondents without this capability shall be considered non-responsive and not eligible for award consideration.

3.9 SUBCONTRACTING:

3.9.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.9.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.10 SCHEDULE OF EVENTS:

Request for Proposals Issued: 03/24/2011

Pre-Proposal Conference: 04/12/2011

Deadline for written questions is (2) business days after Pre-Proposal Conference. Questions will not be responded to prior to the Pre-Proposal Conference or after the (2) business day deadline has elapsed. All questions and answers shall be posted to www.bidsync.com under the Q&A's tab for the solicitation and must be received by the end of business, **5:00 PM Arizona time (MST)**.

Proposals Opening Date: ~~04/29/2011~~ 05/06/2011

Deadline for submission of proposals is **2:00 P.M., Arizona Time (MST)**, on ~~April 29~~ **May 6, 2011**. All proposals must be received before 2:00 P.M., Arizona Time (MST), on the above date at the Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003.

Proposed review of Proposals and short list decision: 05/24/2011

Proposed Respondent presentations: (if required) 06/01/2011

Proposed selection and negotiation: 06/02/2011

Proposed Best & Final (if required) 06/17/2011

Proposed award of Contract: 07/29/2011

All responses to this Request for Proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the County.

3.11 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County  
Materials Management Department  
ATTN: Contract Administration  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

Administrative telephone inquiries shall be addressed to:

Charles Hinegardner, Procurement Officer, 602.506.6476  
([hinegardnerc@mail.maricopa.gov](mailto:hinegardnerc@mail.maricopa.gov))

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents shall provide their proposals in accordance with Section 3.15 as follows:

- 3.12.1 One (1) original hardcopy of all proposal documents.
- 3.12.2 One (1) CD or flash drive providing all proposal documents in Word, Excel (Attachments A, A-1, D, D-1, D-2, D-3, D-4 and E) and then the entire proposal document in PDF format.
- 3.12.3 Eight (8) CD's or flash drives providing the entire proposal in PDF format only.
- 3.12.4 Respondents shall address proposals identified with return address, serial number and title in the following manner:

Maricopa County  
Materials Management Department  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

SERIAL 11019 – RFP, MAINTENANCE, REPAIR, OPERATING SUPPLIES,  
INDUSTRIAL SUPPLIES, AND RELATED SERVICES

- 3.12.5 Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the RFP closing date.

3.13 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of 11019-RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 11019-RFP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL 11019-RFP," shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, determine the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

3.14 GENERAL CONTENT:

- 3.14.1 The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.
- 3.14.2 The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this Request for Proposal but should outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.

3.15 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposal hardcopy must be submitted in binders and have sections tabbed as below: ~~(Responses are limited to 200 pages, single sided, 10 point font type).~~

3.15.1 Table of Contents

3.15.2 Letter of Transmittal (Exhibit 2)

3.15.3 Executive Summary – This section shall contain an outline of the general approach utilized in the proposal.

3.15.4 Proposal – This section should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing respondent's best offer.

3.15.5 Qualifications – This section shall describe the respondent's ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.

3.15.6 Proposal exceptions

3.15.7 Attachments A and A-1 (Pricing)

3.15.8 Attachment B (Agreement Page)

3.15.9 Attachments C and C-1(References)

3.15.10 Attachments D, D-1 D-2 and D-3, D-4 (Price Analyses)

3.15.11 Attachment E (Retail Stores and Warehouse Locations)

3.15.12 Exhibit 3 Responses:

3.15.12.1 Completed and signed Supplier Qualification Worksheet for National Program Consideration

3.15.12.2 Required Supplier Information. (Four [4] pages)

3.15.13 Exhibit 5 – Administration Agreement signed, unaltered (Eleven [11] pages)

3.15.14 Exhibit 6 – Administration Agreement – Canada (If Applicable) (Two [2] pages)

3.15.15 Required Submittals:

3.15.15.1 Section 2.8 – Rebate on Sales

3.15.15.2 Section 2.9 – On-Line Catalog Discount

3.15.15.3 Section 2.4.6 - Services

3.16 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Evaluation Committee shall be appointed, chaired by the Procurement Officer to evaluate each Proposal. At the County's option, Respondents may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria.

- 3.16.1 Proven experience of the firm's success in providing Maintenance, Repair, Operating Supplies, Industrial Supplies and Related Services on a nationwide and local basis in a timely manner.
- 3.16.2 Depth of response to PROPOSAL and QUALIFICATIONS of work outlined in Section 2 of this Solicitation.
- 3.16.3 Depth of response to SUPPLIER QUALIFICATIONS and SUPPLIER INFORMATION (EXHIBIT 3).
  - 3.16.3.1 Company profile – The ability for the company to provide positive references; demonstrate its reputation in the marketplace, experience, capability, and financial stability.
  - 3.16.3.2 Distribution – The ability of your firm to distribute products nationwide.
  - 3.16.3.3 Marketing – The firm's marketing plan to promote this contractual agreement to Participating Public Agencies nationwide.
  - 3.16.3.4 Products – The firm's ability to provide products by the major categories set forth in Section 2 of this Solicitation.
  - 3.16.3.5 Services – The firm's ability to provide services as set forth in Section 2 of this Solicitation.
  - 3.16.3.6 Administration – The firm's ability to administer the contract nationwide.
  - 3.16.3.7 Staffing Plan – The ability of your firm to dedicate personnel for this contract.
  - 3.16.3.8 Environmental – The firm's environmental initiatives.
- 3.16.4 Distribution capabilities and the quantity and location of wholesale distribution centers and/or retail stores (ATTACHMENT E.)
- 3.16.5 Products and services offerings. Identify the specific PRODUCT CATEGORIES the firm is capable of providing without subcontracting.
- 3.16.6 Product Price Analyses (ATTACHMENTS D, D-1 D-2 D-3, and D-4)
- 3.17 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:
  - 3.17.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
    - 3.17.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
    - 3.17.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.17.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.17.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.17.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Proposal.

3.17.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

**3.18 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

3.18.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the e-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

3.18.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.18.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**3.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**

3.19.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.19.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**3.20 CONTRACTOR LICENSE REQUIREMENT:**

3.20.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

3.20.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.21 POST AWARD MEETING:

The successful Respondent(s) shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

**NOTE 1: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY'S PROCUREMENT ADMINISTRATIVE INFORMATION AND SAMPLE CONTRACT DOCUMENT PRIOR TO SUBMITTING A PROPOSAL. FOR THIS INFORMATION, GO TO: [www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp](http://www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp)**

**NOTE 2: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSAL.**



**ATTACHMENT A**

**RETAIL PRICING**

SEE EXCEL FILE 11019-ATTACHMENT A RETAIL PRICING

**ATTACHMENT A-1**

**WHOLESALE PRICING**

SEE EXCEL FILE 11019-ATTACHMENT A-1 WHOLESALE PRICING

ATTACHMENT B

AGREEMENT

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

**BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.**

[ ] Small Business Enterprise (SBE)

RESPONDENT (FIRM) SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

DUNS #

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY

STATE

ZIP

DATE

WEB SITE

EMAIL ADDRESS

ATTACHMENT C

PRODUCTS

RESPONDENT'S REFERENCES

RESPONDENT SUBMITTING PROPOSAL: \_\_\_\_\_

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

4. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

5. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

ATTACHMENT C-1

INSTALLATION, REPAIR and RENOVATION SERVICES

RESPONDENT'S REFERENCES

**NOTE:** PROVIDE AT LEAST THREE (3) PUBLIC AGENCY REFERENCES FOR WHICH THESE SERVICES HAVE BEEN PERFORMED. ALSO PROVIDE THE AGENCY'S CONTRACT NUMBER UNDER WHICH THE SERVICES WERE PERFORMED.

**RESPONDENT SUBMITTING PROPOSAL:** \_\_\_\_\_

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E- MAIL ADDRESS: \_\_\_\_\_

PROVIDE ON A SEPARATE SHEET A DESCRIPTION OF THE PRODUCTS PROVIDED AND SERVICES PERFORMED, TOTAL DOLLAR AMOUNT OF PRODUCT AND TOTAL DOLLAR AMOUNT OF SERVICES PERFORMED.

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

PROVIDE ON A SEPARATE SHEET A DESCRIPTION OF THE PRODUCTS PROVIDED AND SERVICES PERFORMED, TOTAL DOLLAR AMOUNT OF PRODUCT AND TOTAL DOLLAR AMOUNT OF SERVICES PERFORMED.

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

PROVIDE ON A SEPARATE SHEET A DESCRIPTION OF THE PRODUCTS PROVIDED AND SERVICES PERFORMED, TOTAL DOLLAR AMOUNT OF PRODUCT AND TOTAL DOLLAR AMOUNT OF SERVICES PERFORMED.

**ATTACHMENT D**

**WHOLESALE RESIDENTIAL/COMMERCIAL PRODUCT PRICE ANALYSIS**

SEE EXCEL FILE 11019-ATTACHMENT D WHOLESALE RESIDENTIAL/COMMERCIAL PRODUCT PRICE ANALYSIS

**ATTACHMENT D-1**

**RETAIL RESIDENTIAL/COMMERCIAL PRODUCT PRICE ANALYSIS**

SEE EXCEL FILE 11019-ATTACHMENT D-1 RETAIL RESIDENTIAL/COMMERCIAL PRODUCT PRICE ANALYSIS

**ATTACHMENT D-2**

**WHOLESALE INDUSTRIAL PRODUCT PRICE ANALYSIS**

SEE EXCEL FILE 11019-ATTACHMENT D-2 WHOLESALE INDUSTRIAL PRODUCT PRICE ANALYSIS



**ATTACHMENT D-3**

**RETAIL INDUSTRIAL PRODUCT PRICE ANALYSIS**

SEE EXCEL FILE 11019-ATTACHMENT D-3 RETAIL INDUSTRIAL PRODUCT PRICE ANALYSIS

**ATTACHMENT D-4**

**PRICING FOR ALL PRODUCTS OFFERED**

SEE EXCEL FILE 11019-ATTACHMENT D-4 PRICING FOR ALL PRODUCTS OFFERED

**ATTACHMENT E**

**RETAIL STORES AND WAREHOUSE LOCATIONS**

SEE EXCEL FILE 11019-ATTACHMENT E RETAIL STORES AND WAREHOUSE LOCATIONS

EXHIBIT 1

**SUPPLIER REGISTRATION PROCEDURES**

BidSync.com Registration is FREE and REQUIRED for all Suppliers.

Register On-line at

[www.bidsync.com/SupplierRegister?ac=register&preselected\\_plan=free&](http://www.bidsync.com/SupplierRegister?ac=register&preselected_plan=free&)

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

For assistance, please contact BidSync Supplier Support Department via phone or email, during regular business hours: 1-800-990-9339 or [agency-support@BidSync.com](mailto:agency-support@BidSync.com)

EXHIBIT 2

SAMPLE TRANSMITTAL LETTER

(To be typed on the letterhead of Offeror)

Maricopa County  
Materials Management Department  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

Re: RFP Number -- 11019

To Whom It May Concern:

(NAME OF COMPANY) (Herein referred to as the "RESPONDENT"), hereby submits its response to your Request for Proposal dated \_\_\_\_\_, and agrees to perform as proposed in their proposal, if awarded the contract. The Respondent shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before \_\_\_\_\_ if you should desire to accept this proposal.

Very truly yours,

\_\_\_\_\_  
NAME (please print)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE (please print)

## EXHIBIT 3

SUPPLIER QUALIFICATIONS

## SUPPLIERS

## Commitments

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

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

- (a) **Corporate.** Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.
  - (i) The pricing, terms and conditions of the Master Agreement shall be Supplier's primary offering to Public Agencies.
  - (ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.
  - (iii) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
  - (iv) Supplier shall provide a national/senior management account 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.
  - (v) Supplier shall demonstrate in its request for proposal ("RFP") or invitation to bid ("ITB") response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.
  - (vi) Supplier's field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier's options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier's sales representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency's objection, Supplier is permitted to pursue other options.
  - (vii) In states where Supplier has an existing state contract or cooperative contract, 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 counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education

institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.

- (viii) During the term of the Agreement, Supplier shall not, without the prior written consent of U.S. Communities, enter into an agreement or renew an existing agreement with any Multi-State Purchasing Cooperative, other than U.S. Communities, for the purpose of offering Products and Services to Public Agencies through such Multi-State Purchasing Cooperative. A Multi-State Purchasing Cooperative is defined as any purchasing cooperative that administers contracts to Public Agencies in more than five (5) states that are competitively solicited by the purchasing cooperative itself or another Public Agency for the purpose of providing other Public Agencies access to the competitively solicited contracts.

- (b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.

- (i) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall be required to match that lower pricing for customers 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 under the U.S. Communities contract 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.

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

- (iii) **Supplier's Options in Responding to a Third Party RFP or ITB.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts 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.
  - (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.
  - (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.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.
- (d) **Sales.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.
- (i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's goods 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 shall provide Supplier with its logo and the standards to be employed in the use of the logo. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
  - (ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.
  - (iii) **Sales Force Training.** Supplier shall be responsible for the training of its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.



- (iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:
  - (A) A dedicated U.S. Communities internet web-based homepage containing:
    - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
    - (2) Copy of original request for proposal or invitation to bid;
    - (3) Copy of Master Agreement including any amendments;
    - (4) Summary of products and 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 enquiries regarding U.S. Communities.
  - (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
- (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

**U.S. Communities Administration Agreement**

The Supplier is required to execute, unaltered, the U.S. Communities Administration Agreement (attached hereto as EXHIBIT 5) 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 WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

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

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 \_\_\_

Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?

YES \_\_\_ NO \_\_\_

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 \_\_\_

Did your company have sales greater than \$100 million last year?

YES \_\_\_ NO \_\_\_

Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?

YES \_\_\_ NO \_\_\_

Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?

YES \_\_\_ NO \_\_\_

Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?

YES \_\_\_ NO \_\_\_

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 \_\_\_

Will your company commit to the following program implementation schedule?

YES \_\_\_ NO \_\_\_

Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?

YES \_\_\_ NO \_\_\_

Does your company agree to not pursue additional national or multi-state cooperative contracts during the contract period?

YES \_\_\_ NO \_\_\_

---

Submitted by:

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

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

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

**EXHIBIT 3**

**SUPPLIER INFORMATION**

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

**Company**

1. Total number and location of sales persons employed by your company in the United States;
2. Number and location of distribution outlets in the United States (ATTACHMENT E)
3. Number and location of support centers ;
4. Annual sales for 2008, 2009 and 2010 in the United States; Sales reporting should be segmented into the following categories:

| <b>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2008, 2009, AND 2010</b> |                   |                   |                   |
|---|-------------------|-------------------|-------------------|
| <b>Segment</b>  | <b>2008 Sales</b> | <b>2009 Sales</b> | <b>2010 Sales</b> |
| Cities  |                   |                   |                   |
| Counties  |                   |                   |                   |
| K-12 (Pubic/Private)  |                   |                   |                   |
| Higher Education (Public/Private)   |                   |                   |                   |
| States  |                   |                   |                   |
| Other Public Sector and Nonprofits  |                   |                   |                   |
| Federal   |                   |                   |                   |
| Private Sector  |                   |                   |                   |
| <b>Total Supplier Sales</b>   |                   |                   |                   |

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
6. Number and location of retail stores (if applicable)
7. Provide a list with contact information of your company’s ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided. Provide a list with contact information of five public agency customers that your company has lost in the last twelve months.

**Distribution**

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company’s distribution facilities, warehouses and retail network as applicable.
5. State the company’s standard delivery time and any options, including desktop delivery costs, for expediting delivery and return policies.
6. State restocking fees for products returned after thirty days.

**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**

1. Provide a description of the Products to be provided by the major product category set forth in Section 2.0 of the RFP. The primary objective is for each Supplier to provide its complete product offering 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 2.0. If less than 98% guaranteed fill rate, specify fill rate and explain how you can achieve 98%.
4. Specify guaranteed fill rate by product category specified in Section 2.0.
5. State backorder policy. Do you fill or kill order and require Agency to reorder if item is backordered?
6. 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 MRO products.

**Services**

1. Provide a description of the Services to be provided in Section 2.0 of the RFP. The primary objective is for each Supplier to provide its complete range of services so that Participating Public Agencies may utilize as appropriate for their needs.
2. List the states where the Supplier is licensed to do business.
3. Describe those services that are performed by your company versus those that are performed by subcontractors.
4. Describe the process and requirements of qualifying in-house personnel and subcontractors who will be performing services for your company. Include details on the types of background screening performed and any other required qualifications.

5. Describe your ongoing quality control processes to ensure qualified in-house personnel and subcontractors.
6. If Supplier offers installation services or renovation services, provide 3 references of Public Agencies for which services have been performed. Include complete contact information, a description of products provided and services performed, total dollar amount of product and total dollar amount of services performed.

**Administration**

1. Describe your company's capacity to employ EDI, telephone, Internet, 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 the state of e-commerce within your company and detail how Participating Public Agencies can benefit from your approach. Please document your company's level of expertise with the following software; Peoplesoft, Lawson, Oracle, School Dude and all others your company has successfully interfaced with a public agency. List, by software supplier, the following information: name of public agency, software system used, "go-live" date, net amount of total sales per Calendar Year since "go-live", and percentage of sales being processed exclusively via Internet/EDX (paperless) ordering. Include, by public agency, any enhancement, such as e-mail order acknowledgement and on-line order/tracking ability.
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.

EXHIBIT 4

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate ('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 and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, a number of Suppliers have entered into Master Agreements 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 a procuring party will make timely payments to the 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 procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

**SERIAL 11019-RFP**

8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

EXHIBIT 5

ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of \_\_\_\_\_, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and \_\_\_\_\_ ("Supplier").

RECITALS

WHEREAS, \_\_\_\_\_ ("Lead Public Agency") has entered into a certain Master Agreement dated as of \_\_\_\_\_, referenced as Agreement No. \_\_\_\_\_, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of \_\_\_\_\_ (the "Products & Services");

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

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

WHEREAS, U.S. Communities serves 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 Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- 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, remarketer, 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, any Participating Public Agency, or any employee of Lead Public Agency or a Participating 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.S. Communities' Representations and Covenants.
- (a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), Association of School Business Officials (ASBO) and National Institute of Government Purchasing (NIGP) (collectively, the "Founding Co-Sponsors") 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) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), U.S. Communities shall 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 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating

Public Agencies (such representations and covenants are sometimes referred to as “Supplier’s Commitments” and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

- (a) **Corporate.** Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier’s senior executive management.
  - (i) The pricing, terms and conditions of the Master Agreement shall be Supplier’s primary offering to Public Agencies.
  - (ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.
  - (iii) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
  - (iv) Supplier shall provide a national/senior management account 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.
  - (v) Supplier shall demonstrate in its request for proposal (“RFP”) or invitation to bid (“ITB”) response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.
  - (vi) Supplier’s field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier’s options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier’s sales representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency’s objection, Supplier is permitted to pursue other options.
  - (vii) In states where Supplier has an existing state contract or cooperative contract, 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 counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.
  - (viii) During the term of the Agreement, Supplier shall not, without the prior written consent of U.S. Communities, enter into an agreement or renew an existing agreement with any Multi-State Purchasing Cooperative, other than U.S. Communities, for the purpose of offering Products and Services to Public

Agencies through such Multi-State Purchasing Cooperative. A Multi-State Purchasing Cooperative is defined as any purchasing cooperative that administers contracts to Public Agencies in more than five (5) states that are competitively solicited by the purchasing cooperative itself or another Public Agency for the purpose of providing other Public Agencies access to the competitively solicited contracts.

- (b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.
- (i) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall be required to match that lower pricing for customers 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 under the U.S. Communities contract 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.
- (ii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.
- (iii) **Supplier's Options in Responding to a Third Party RFP or ITB.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts 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.
  - (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.
  - (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.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.
- (d) **Sales.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.
- (i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's goods 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 shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
  - (ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.
  - (iii) **Sales Force Training.** Supplier shall be responsible for the training of its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.
  - (iv) **Participating Public Agency Access.** Supplier shall establish the following communication links to facilitate customer access and communication:



- (A) A dedicated U.S. Communities internet web-based homepage containing:
  - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
  - (2) Copy of original request for proposal or invitation to bid;
  - (3) Copy of Master Agreement including any amendments;
  - (4) Summary of products and pricing;
  - (5) Electronic link to U.S. Communities' online registration page; and
  - (6) Other promotional material as requested by U.S. Communities.
- (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
- (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
- (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

3.4 Breach of Supplier's Representations, Warranties and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance. Failure by Supplier to cure such violation or non-compliance within ninety (90) days shall result in termination of 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. 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 **Administrative Fees.** Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of (a) two percent (2%) of aggregate purchases made during the month which comprise annual sales of the first \$340,000,000.00; and then (b) two and one-half percent (2.5%) of aggregate purchases made during the month which comprise annual sales exceeding \$340,000,000.00 (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by check or 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 **Sales Reports.** Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. 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 **Exception Reporting/Sales Reports Audits.** U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to 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](mailto: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 **Online Reporting.** 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:

| <b>Report Name</b>                     | <b>Follow up with U.S. Communities</b> |
|--|--|
| 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
- (iii) State Comparison Sales Report
- (v) Advisory Board Usage Report
- (iv) Various Agency Type Comparison Reports
- (vii) Sales Report Builder

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

## ARTICLE VI

### MISCELLANEOUS

- 6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- 6.2 Attorney's Fees. 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 Assignment.
- (a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.
  - (b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.
- 6.4 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities: U.S. Communities  
2033 N. Main Street, Suite 700  
Walnut Creek, California 94596  
Attn: Program Manager Administration

Lead Public Agency: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Supplier: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: U.S. Communities Program Manager

- 6.5 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.
- 6.6 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.
- 6.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 6.8 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.
- 6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from 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 forthwith. The mediation may continue, if the parties so agree, after the

appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

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

*[Remainder of Page Intentionally Left Blank – Signatures Follow]*

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By \_\_\_\_\_

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

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

Supplier:

\_\_\_\_\_

By \_\_\_\_\_

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

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

APPENDIX A

MASTER AGREEMENT BETWEEN MARICOPA COUNTY AND AWARDED CONTRACTOR(S)

(To Be Attached Upon Finalization)

APPENDIX B

SALES REPORT FORMAT

Exhibit B - US (Data Format)

| Sales Report Template |             |              |                             |                |                           |             |       |       |             |      |       |          |
|-----------------------|-------------|--------------|-----------------------------|----------------|---------------------------|-------------|-------|-------|-------------|------|-------|----------|
| TIN                   | Supplier ID | Account No.  | Agency Name                 | Dept Name      | Address                   | City        | State | Zip   | Agency Type | Year | Month | Amount   |
| 956000735             | 144         | 89518997     | CITY OF LA/MGMT EMPL SVCS   | Purchasing     | 555 RAMIREZ ST STE 312    | LOS ANGELES | CA    | 90012 | 20          | 2008 | 4     | 1525.50  |
| 956000222             | 144         | 34869035     | LOS ANGELES COUNTY          | Facilities     | 350 S FIGUEROA ST STE 700 | LOS ANGELES | CA    | 90071 | 30          | 2008 | 4     | 1603.64  |
| 956000735             | 144         | 89496461     | CITY OF LA/ENVIRON AFFAIR   | Purchasing     | 555 RAMIREZ ST STE 312    | LOS ANGELES | CA    | 90012 | 20          | 2008 | 4     | 1625.05  |
| 956000735             | 144         | 89374835     | CITY OF LA/COMMUNITY DEV    | Purchasing     | 555 RAMIREZ ST STE 312    | LOS ANGELES | CA    | 90012 | 20          | 2008 | 4     | 45090.79 |
| 066002010             | 144         | 328NA0001053 | GROTON TOWN OF PUBLIC WORKS | Water          | 123 A St                  | GROTON      | CT    | 06340 | 20          | 2008 | 4     | 318.00   |
| 066001854             | 144         | 328NA0001051 | GROTON CITY OF              | Administration | 123 A St                  | GROTON      | CT    | 06340 | 20          | 2008 | 4     | 212.00   |

| SALES REPORT DATA FORMAT |           |          |                                       |   |
|--------------------------|-----------|----------|---------------------------------------|---|
| Column Name              | Data Type | Length   | Example                               | Comment   |
| TIN                      | Text      | 9        | 956000735, 066001854                  | No Dash, Do not omit leading zero.                |
| Supplier ID              | Number    | 3        | 111, 110, 116                         | See Supplier ID 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 not omit leading zero, Valid zip code |
| Agency Type              | Number    | 2        | 20, 30, 31                            | See Agency Type 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 decimal point, no \$ sign or commas     |

| 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                        |
| 99             | Unknown                      |



EXHIBIT 6

ADMINISTRATION AGREEMENT ADDENDUM

AFFILIATE PROGRAMS

U.S. Communities recently established Canadian Communities, an affiliate program in Canada which offers certain qualified contract awards. U.S. Communities shall continue to explore other practical international opportunities based upon the capacity of its contract suppliers to efficiently serve Public Agencies internationally.

Understanding that Supplier may not have the capacity or desire to participate in Canadian Communities or other affiliate programs, U.S. Communities offers these opportunities on a voluntary basis to Supplier.

The terms, conditions and commitments outlined and agreed upon in the U.S. Communities Administration Agreement shall be applied to Canadian Communities and any other international opportunities.

\_\_\_\_\_ Supplier wishes to participate in Canadian Communities and other international opportunities, currently has the capacity to serve Canadian Public Agencies, and agrees to abide by the terms, conditions and commitments of the executed U.S. Communities Administration Agreement. Supplier to provide additional information requested in Canadian Communities Supplier Information section of this solicitation.

\_\_\_\_\_ Supplier does not wish to participate in Canadian Communities or other international opportunities.

SUPPLIER:

\_\_\_\_\_,  
a \_\_\_\_\_

By \_\_\_\_\_

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

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

**ADMINISTRATION AGREEMENT**

**CANADIAN COMMUNITIES**  
**SUPPLIER INFORMATION**

If you checked that Supplier wishes to participate in Canadian Communities on the Administration Agreement Addendum, Affiliate Programs, provide the following additional information.

**Company**

1. Total number and location of sales persons employed by your company in Canada;
2. Number and location of distribution outlets in Canada (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales in Canada for 2008, 2009, and 2010.

**Pricing**

Provide a separate pricing file of products offered in Canada utilizing appropriate units of measure offered by Supplier.

**EXHIBIT 7**

**STATE NOTICE ADDENDUM**

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

**Nationwide:**

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

**Other states:**

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

**Registered Cities, Towns, Villages and Boroughs in OR**

- 1 CEDAR MILL COMMUNITY LIBRARY
- 2 CITY COUNTY INSURANCE SERVICES
- 3 CITY OF ADAIR VILLAGE
- 4 CITY OF ALBANY
- 5 CITY OF ASHLAND
- 6 CITY OF ASTORIA OREGON
- 7 CITY OF AUMSVILLE
- 8 CITY OF AURORA
- 9 CITY OF BEAVERTON
- 10 CITY OF BOARDMAN
- 11 CITY OF BURNS
- 12 CITY OF CANBY
- 13 CITY OF CANNON BEACH OR
- 14 CITY OF CANYONVILLE
- 15 CITY OF CENTRAL POINT POLICE DEPARTMENT
- 16 CITY OF CLATSKANIE
- 17 CITY OF COBURG
- 18 CITY OF CONDON
- 19 CITY OF COOS BAY
- 20 CITY OF CORVALLIS
- 21 CITY OF COTTAGE GROVE
- 22 CITY OF CRESWELL
- 23 CITY OF DALLAS
- 24 CITY OF DAMASCUS
- 25 CITY OF DUNDEE
- 26 CITY OF EAGLE POINT
- 27 CITY OF ECHO
- 28 CITY OF ESTACADA
- 29 CITY OF EUGENE
- 30 CITY OF FAIRVIEW
- 31 CITY OF FALLS CITY
- 32 CITY OF GATES
- 33 CITY OF GEARHART
- 34 CITY OF GERVAIS
- 35 CITY OF GOLD HILL
- 36 CITY OF GRANTS PASS

- 37 CITY OF GRANTS PASS
- 38 CITY OF GRESHAM
- 39 CITY OF HALSEY
- 40 CITY OF HAPPY VALLEY
- 41 CITY OF HILLSBORO
- 42 CITY OF HOOD RIVER
- 43 CITY OF JOHN DAY
- 44 CITY OF KLAMATH FALLS
- 45 CITY OF LA GRANDE
- 46 CITY OF LAKE OSWEGO
- 47 CITY OF LAKESIDE
- 48 CITY OF LEBANON
- 49 CITY OF LINCOLN CITY
- 50 CITY OF MALIN
- 51 CITY OF MCMINNVILLE
- 52 CITY OF MEDFORD
- 53 CITY OF MILL CITY
- 54 CITY OF MILLERSBURG
- 55 CITY OF MILWAUKIE
- 56 City of Monmouth
- 57 CITY OF MORO
- 58 CITY OF MOSIER
- 59 CITY OF NEWBERG
- 60 CITY OF NORTH PLAINS
- 61 CITY OF OREGON CITY
- 62 CITY OF PHOENIX
- 63 CITY OF PILOT ROCK
- 64 CITY OF PORT ORFORD
- 65 CITY OF PORTLAND
- 66 CITY OF POWERS
- 67 CITY OF PRAIRIE CITY
- 68 CITY OF REDMOND
- 69 CITY OF REEDSPORT
- 70 CITY OF RIDDLE
- 71 CITY OF SALEM
- 72 CITY OF SANDY
- 73 CITY OF SANDY
- 74 CITY OF SCAPPOOSE
- 75 CITY OF SEASIDE
- 76 CITY OF SHADY COVE
- 77 CITY OF SHERWOOD
- 78 CITY OF SILVERTON
- 79 CITY OF SPRINGFIELD
- 80 CITY OF ST. PAUL
- 81 CITY OF STAYTON
- 82 CITY OF TIGARD, OREGON
- 83 City of Troutdale
- 84 CITY OF TUALATIN, OREGON
- 85 CITY OF WARRENTON
- 86 CITY OF WEST LINN/PARKS
- 87 CITY OF WILSONVILLE

- 88 CITY OF WINSTON
- 89 CITY OF WOOD VILLAGE
- 90 CITY OF WOODBURN
- 91 CITY OF YACHATS
- 92 FLORENCE AREA CHAMBER OF COMMERCE
- 93 GASTON RURAL FIRE DEPARTMENT
- 94 GLADSTONE POLICE DEPARTMENT
- 95 Hermiston Fire & Emergency Svcs
- 96 HOUSING AUTHORITY OF THE CITY OF SALEM
- 97 KEIZER POLICE DEPARTMENT
- 98 LEAGUE OF OREGON CITIES
- 99 MALIN COMMUNITY PARK AND RECREATION DISTRICT
- 100 METRO
- 101 MONMOUTH - INDEPENDENCE NETWORK
- 102 North Lincoln Fire & Rescue #1
- 103 PORTLAND DEVELOPMENT COMMISSION
- 104 RAINIER POLICE DEPARTMENT
- 105 RIVERGROVE WATER DISTRICT
- 106 St. Helens, City of
- 107 SUNSET EMPIRE PARK AND RECREATION
- 108 THE CITY OF NEWPORT
- 109 THE NEWPORT PARK AND RECREATION CENTER
- 110 TILLAMOOK PEOPLES UTILITY DISTRICT
- 111 Tillamook Urban Renewal Agency
- 112 TUALATIN VALLEY FIRE & RESCUE
- 113 WEST VALLEY HOUSING AUTHORITY

**Registered 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 DOUGLAS COUNTY
- 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 Josephine County Sheriff
- 29 KLAMATH COUNTY VETERANS SERVICE OFFICE
- 30 LAKE COUNTY
- 31 LANE COUNTY
- 32 LINCOLN COUNTY
- 33 LINN COUNTY
- 34 MARION COUNTY , SALEM, OREGON
- 35 MARION COUNTY FIRE DISTRICT #1
- 36 MORROW COUNTY
- 37 MULTNOMAH COUNTY
- 38 MULTNOMAH LAW LIBRARY
- 39 MULTNOMAH COUNTY DRAINAGE DISTRICT #1
- 40 NAMI LANE COUNTY
- 41 NEAH KAH NIE WATER DISTRICT
- 42 OR INTL PORT OF COOS BAY
- 43 POLK COUNTY
- 44 PORT OF BANDON
- 45 PORT OF UMPQUA
- 46 SANDY FIRE DISTRICT NO. 72
- 47 SHERMAN COUNTY
- 48 UMATILLA COUNTY, OREGON
- 49 UNION COUNTY
- 50 WALLOWA COUNTY
- 51 WASCO COUNTY
- 52 WASHINGTON COUNTY
- 53 YAMHILL COUNTY
- 54 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

**Registered 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
- 24 ROGUE COMMUNITY COLLEGE
- 25 SOUTHWESTERN OREGON COMMUNITY COLLEGE
- 26 TILLAMOOK BAY COMMUNITY COLLEGE
- 27 UMPQUA COMMUNITY COLLEGE
- 28 WESTERN STATES CHIROPRACTIC COLLEGE
- 29 WILLAMETTE UNIVERSITY

**Registered K-12 in OR**

- 1 Amity School District 4-J
- 2 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
- 3 ARLINGTON SCHOOL DISTRICT NO. 3
- 4 ASTORIA SCHOOL DISTRICT 1C
- 5 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
- 6 BAKER SCHOOL DISTRICT 5-J
- 7 BANDON SCHOOL DISTRICT
- 8 BANKS SCHOOL DISTRICT
- 9 BEAVERTON SCHOOL DISTRICT
- 10 BEND / LA PINE SCHOOL DISTRICT
- 11 BEND-LA PINE SCHOOL DISTRICT
- 12 BROOKING HARBOR SCHOOL DISTRICT NO.17-C
- 13 CANBY SCHOOL DISTRICT
- 14 CANYONVILLE CHRISTIAN ACADEMY
- 15 CASCADE SCHOOL DISTRICT
- 16 CASCADES ACADEMY OF CENTRAL OREGON
- 17 CENTENNIAL SCHOOL DISTRICT
- 18 CENTRAL CATHOLIC HIGH SCHOOL
- 19 CENTRAL POINT SCHOOL DISTRICT NO. 6
- 20 CENTRAL SCHOOL DISTRICT 13J
- 21 CLACKAMAS EDUCATION SERVICE DISTRICT
- 22 COOS BAY SCHOOL DISTRICT
- 23 COOS BAY SCHOOL DISTRICT NO.9
- 24 COQUILLE SCHOOL DISTRICT 8
- 25 COUNTY OF YAMHILL SCHOOL DISTRICT 29
- 26 CRESWELL SCHOOL DISTRICT
- 27 CROSSROADS CHRISTIAN SCHOOL
- 28 CULVER SCHOOL DISTRICT NO.
- 29 DALLAS SCHOOL DISTRICT NO. 2
- 30 DAVID DOUGLAS SCHOOL DISTRICT
- 31 DAYTON SCHOOL DISTRICT NO.8
- 32 DE LA SALLE N CATHOLIC HS
- 33 DESCHUTES COUNTY SD NO.6 - SISTERS SD
- 34 DOUGLAS COUNTY SCHOOL DISTRICT 116
- 35 DOUGLAS EDUCATION SERVICE DISTRICT
- 36 DUFUR SCHOOL DISTRICT NO.29
- 37 ELKTON SCHOOL DISTRICT NO.34
- 38 ESTACADA SCHOOL DISTRICT NO.108
- 39 FOREST GROVE SCHOOL DISTRICT
- 40 GASTON SCHOOL DISTRICT 511J
- 41 GEN CONF OF SDA CHURCH WESTERN OR

- 42 GERVAIS SCHOOL DIST. #1
- 43 GLADSTONE SCHOOL DISTRICT
- 44 GLENDALE SCHOOL DISTRICT
- 45 GLIDE SCHOOL DISTRICT NO.12
- 46 GRANTS PASS SCHOOL DISTRICT 7
- 47 GREATER ALBANY PUBLIC SCHOOL DISTRICT
- 48 GRESHAM-BARLOW SCHOOL DISTRICT
- 49 HARNEY COUNTY SCHOOL DIST. NO.3
- 50 HARNEY EDUCATION SERVICE DISTRICT
- 51 HEAD START OF LANE COUNTY
- 52 HERITAGE CHRISTIAN SCHOOL
- 53 HIGH DESERT EDUCATION SERVICE DISTRICT
- 54 hillsboro school district
- 55 HOOD RIVER COUNTY SCHOOL DISTRICT
- 56 JACKSON CO SCHOOL DIST NO.9
- 57 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
- 58 JEFFERSON SCHOOL DISTRICT
- 59 KLAMATH FALLS CITY SCHOOLS
- 60 LA GRANDE SCHOOL DISTRICT
- 61 LAKE OSWEGO SCHOOL DISTRICT 7J
- 62 LANE COUNTY SCHOOL DISTRICT 4J
- 63 LANE COUNTY SCHOOL DISTRICT 69
- 64 LEBANON COMMUNITY SCHOOLS NO.9
- 65 LINCOLN COUNTY SCHOOL DISTRICT
- 66 LINN CO. SCHOOL DIST. 95C - SCIO SD
- 67 LIVINGSTONE ADVENTIST ACADEMY
- 68 LOST RIVER JR/SR HIGH SCHOOL
- 69 LOWELL SCHOOL DISTRICT NO.71
- 70 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
- 71 MCMINNVILLE SCHOOL DISTRICT NO.40
- 72 MEDFORD SCHOOL DISTRICT 549C
- 73 MITCH CHARTER SCHOOL
- 74 MOLALLA RIVER ACADEMY
- 75 MOLALLA RIVER SCHOOL DISTRICT NO.35
- 76 MONROE SCHOOL DISTRICT NO.1J
- 77 MORROW COUNTY SCHOOL DISTRICT
- 78 MT. ANGEL SCHOOL DISTRICT NO.91
- 79 MT.SCOTT LEARNING CENTERS
- 80 MULTISENSORY LEARNING ACADEMY
- 81 MULTNOMAH EDUCATION SERVICE DISTRICT
- 82 MYRTLE POINT SCHOOL DISTRICT NO.41
- 83 NEAH-KAH-NIE DISTRICT NO.56
- 84 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
- 85 NOBEL LEARNING COMMUNITIES
- 86 NORTH BEND SCHOOL DISTRICT 13
- 87 NORTH CLACKAMAS SCHOOL DISTRICT
- 88 NORTH SANTIAM SCHOOL DISTRICT 29J
- 89 NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
- 90 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
- 91 NYSSA SCHOOL DISTRICT NO. 26
- 92 ONTARIO MIDDLE SCHOOL



- 93 OREGON TRAIL SCHOOL DISTRICT NO.46
- 94 OUR LADY OF THE LAKE SCHOOL
- 95 PHILOMATH SCHOOL DISTRICT
- 96 PHOENIX-TALENT SCHOOL DISTRICT NO.4
- 97 PORTLAND ADVENTIST ACADEMY
- 98 PORTLAND JEWISH ACADEMY
- 99 PORTLAND PUBLIC SCHOOLS
- 100 RAINIER SCHOOL DISTRICT
- 101 REDMOND PROFICIENCY ACADEMY
- 102 REDMOND SCHOOL DISTRICT
- 103 REEDSPORT SCHOOL DISTRICT
- 104 REYNOLDS SCHOOL DISTRICT
- 105 ROGUE RIVER SCHOOL DISTRICT NO.35
- 106 ROSEBURG PUBLIC SCHOOLS
- 107 SALEM-KEIZER PUBLIC SCHOOLS
- 108 Santiam Canyon SD 129J
- 109 SCAPPOOSE SCHOOL DISTRICT 1J
- 110 SEASIDE SCHOOL DISTRICT 10
- 111 SEVEN PEAKS SCHOOL
- 112 Sheridan School District 48J
- 113 SHERWOOD SCHOOL DISTRICT 88J
- 114 SILVER FALLS SCHOOL DISTRICT
- 115 SIUSLAW SCHOOL DISTRICT
- 116 SOUTH COAST EDUCATION SERVICE DISTRICT
- 117 SOUTH LANE SCHOOL DISTRICT 45J3
- 118 SOUTH UMPQUA SCHOOL DISTRICT #19
- 119 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
- 120 SOUTHWEST CHARTER SCHOOL
- 121 SPRINGFIELD SCHOOL DISTRICT NO.19
- 122 St. Mary Catholic School
- 123 St. Paul School District
- 124 STANFIELD SCHOOL DISTRICT
- 125 SWEET HOME SCHOOL DISTRICT NO.55
- 126 THE CATLIN GABEL SCHOOL
- 127 TIGARD-TUALATIN SCHOOL DISTRICT
- 128 UMATILLA-MORROW ESD
- 129 VERNONIA SCHOOL DISTRICT 47J
- 130 WEST HILLS COMMUNITY CHURCH
- 131 WEST LINN WILSONVILLE SCHOOL DISTRICT
- 132 WHITEAKER MONTESSORI SCHOOL
- 133 WILLAMETTE EDUCATION SERVICE DISTRICT
- 134 WILLAMINA SCHOOL DISTRICT
- 135 YONCALLA SCHOOL DISTRICT NO.32

**Registered NonProfit and Other in OR**

- 1 211INFO
- 2 ACUMENTRA HEALTH
- 3 ADDICTIONS RECOVERY CENTER, INC
- 4 All God's Children International
- 5 ALLFOURONE/CRESTVIEW CONFERENCE CTR.
- 6 ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
- 7 ALZHEIMERS NETWORK OF OREGON

8 ASHLAND COMMUNITY HOSPITAL  
9 ATHENA LIBRARY FRIENDS ASSOCIATION  
10 BARLOW YOUTH FOOTBALL  
11 BAY AREA FIRST STEP, INC.  
12 BENTON HOSPICE SERVICE  
13 BETHEL CHURCH OF GOD  
14 BIRCH COMMUNITY SERVICES, INC.  
15 BLACHLY LANE ELECTRIC COOPERATIVE  
16 BLIND ENTERPRISES OF OREGON  
17 Bob Belloni Ranch, Inc.  
18 BONNEVILLE ENVIRONMENTAL FOUNDATION  
19 BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA  
20 BROAD BASE PROGRAMS INC.  
21 CANBY FOURSQUARE CHURCH  
22 CANCER CARE RESOURCES  
23 CASCADIA BEHAVIORAL HEALTHCARE  
24 CASCADIA REGION GREEN BUILDING COUNCIL  
25 CATHOLIC CHARITIES  
26 CATHOLIC COMMUNITY SERVICES  
27 CENTER FOR COMMUNITY CHANGE  
28 CENTER FOR RESEARCH TO PRACTICE  
29 CENTRAL BIBLE CHURCH  
30 CENTRAL CITY CONCERN  
31 CENTRAL DOUGLAS COUNTY FAMILY YMCA  
32 CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK  
33 CHILDPEACE MONTESSORI  
34 CITY BIBLE CHURCH  
35 CLACKAMAS RIVER WATER  
36 CLASSROOM LAW PROJECT  
37 Clatskanie People's Utility District  
38 COAST REHABILITATION SERVICES  
39 Coastal Family Health Center  
40 COLLEGE HOUSING NORTHWEST  
41 COLUMBIA COMMUNITY MENTAL HEALTH  
42 COMMUNITY ACTION ORGANIZATION  
43 COMMUNITY ACTION TEAM, INC.  
44 COMMUNITY CANCER CENTER  
45 COMMUNITY HEALTH CENTER, INC  
46 COMMUNITY VETERINARY CENTER  
47 CONFEDERATED TRIBES OF GRAND RONDE  
48 CONSERVATION BIOLOGY INSTITUTE  
49 CONTEMPORARY CRAFTS MUSEUM AND GALLERY  
50 CORVALLIS MOUNTAIN RESCUE UNIT  
51 COVENANT CHRISTIAN HOOD RIVER  
52 COVENANT RETIREMENT COMMUNITIES  
53 DECISION SCIENCE RESEARCH INSTITUTE, INC.  
54 DELIGHT VALLEY CHURCH OF CHRIST  
55 DOGS FOR THE DEAF, INC.  
56 DOUGLAS ELECTRIC COOPERATIVE, INC.  
57 EAST HILL CHURCH  
58 EAST SIDE FOURSQUARE CHURCH

59 EAST WEST MINISTRIES INTERNATIONAL  
60 EDUCATIONAL POLICY IMPROVEMENT CENTER  
61 ELMIRA CHURCH OF CHRIST  
62 EMERALD PUD  
63 EMMAUS CHRISTIAN SCHOOL  
64 EN AVANT, INC.  
65 ENTERPRISE FOR EMPLOYMENT AND EDUCATION  
66 EUGENE BALLET COMPANY  
67 EUGENE SYMPHONY ASSOCIATION, INC.  
68 EUGENE WATER & ELECTRIC BOARD  
69 EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.  
70 FAIR SHARE RESEARCH AND EDUCATION FUND  
71 FAITH CENTER  
72 FAITHFUL SAVIOR MINISTRIES  
73 FAMILIES FIRST OF GRANT COUNTY, INC.  
74 FANCONI ANEMIA RESEARCH FUND INC.  
75 FARMWORKER HOUSING DEV CORP  
76 FIRST CHURCH OF THE NAZARENE  
77 FIRST UNITARIAN CHURCH  
78 FORD FAMILY FOUNDATION  
79 FOUNDATIONS FOR A BETTER OREGON  
80 FRIENDS OF THE CHILDREN  
81 GATEWAY TO COLLEGE NATIONAL NETWORK  
82 GOAL ONE COALITION  
83 GOLD BEACH POLICE DEPARTMENT  
84 GOOD SHEPHERD COMMUNITIES  
85 Good Shepherd Medical Center  
86 GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES  
87 GRACE BAPTIST CHURCH  
88 GRANT PARK CHURCH  
89 GRANTS PASS MANAGEMENT SERVICES, DBA  
90 GREATER HILLSBORO AREA CHAMBER OF COMMERCE  
91 HALFWAY HOUSE SERVICES, INC.  
92 HEARING AND SPEECH INSTITUTE INC  
93 HELP NOW! ADVOCACY CENTER  
94 HIGHLAND HAVEN  
95 HIGHLAND UNITED CHURCH OF CHRIST  
96 HIV ALLIANCE, INC  
97 HOUSING AUTHORITY OF LINCOLN COUNTY  
98 HOUSING AUTHORITY OF PORTLAND  
99 HOUSING NORTHWEST  
100 Independent Development Enterprise Alliance  
101 INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON  
102 INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION  
103 INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION  
104 InventSuccess  
105 IRCO  
106 JASPER MOUNTAIN  
107 JUNIOR ACHIEVEMENT  
108 KLAMATH HOUSING AUTHORITY  
109 LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER

- 110 LA GRANDE UNITED METHODIST CHURCH
- 111 Lane Council of Governments
- 112 LANE ELECTRIC COOPERATIVE
- 113 LANE MEMORIAL BLOOD BANK
- 114 LANECO FEDERAL CREDIT UNION
- 115 LAUREL HILL CENTER
- 116 LIFEWORKS NW
- 117 LIVING WAY FELLOWSHIP
- 118 LOAVES & FISHES CENTERS, INC.
- 119 LOCAL GOVERNMENT PERSONNEL INSTITUTE
- 120 LOOKING GLASS YOUTH AND FAMILY SERVICES
- 121 MACDONALD CENTER
- 122 MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
- 123 MARION COUNTY HOUSING AUTHORITY
- 124 Mental Health for Children, Inc.
- 125 METRO HOME SAFETY REPAIR PROGRAM
- 126 METROPOLITAN FAMILY SERVICE
- 127 MID COLUMBIA COUNCIL OF GOVERNMENTS
- 128 MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL
- 129 MID-COLUMBIA CENTER FOR LIVING
- 130 MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
- 131 MORNING STAR MISSIONARY BAPTIST CHURCH
- 132 MORRISON CHILD AND FAMILY SERVICES
- 133 MOSAIC CHURCH
- 134 NAMI of Washington County
- 135 NAMI OREGON
- 136 NATIONAL PSORIASIS FOUNDATION
- 137 NATIONAL WILD TURKEY FEDERATION
- 138 NEW AVENUES FOR YOUTH INC
- 139 NEW BEGINNINGS CHRISTIAN CENTER
- 140 NEW HOPE COMMUNITY CHURCH
- 141 NEWBERG FRIENDS CHURCH
- 142 NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
- 143 North Pacific District of Foursquare Churches
- 144 NORTHWEST ENERGY EFFICIENCY ALLIANCE
- 145 NORTHWEST FOOD PROCESSORS ASSOCIATION
- 146 NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
- 147 NORTHWEST REGIONAL EDUCATIONAL LABORATORY
- 148 NORTHWEST YOUTH CORPS
- 149 OCHIN
- 150 OHSU FOUNDATION
- 151 OLIVET BAPTIST CHURCH
- 152 OMNIMEDIX INSTITUTE
- 153 OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
- 154 OREGON BALLET THEATRE
- 155 OREGON CITY CHURCH OF THE NAZARENE
- 156 OREGON COAST COMMUNITY ACTION
- 157 OREGON DEATH WITH DIGNITY
- 158 OREGON DONOR PROGRAM
- 159 OREGON EDUCATION ASSOCIATION
- 160 OREGON ENVIRONMENTAL COUNCIL

161 OREGON LIONS SIGHT & HEARING FOUNDATION  
162 OREGON MUSUEM OF SCIENCE AND INDUSTRY  
163 OREGON PROGRESS FORUM  
164 OREGON REPERTORY SINGERS  
165 Oregon Research Institute  
166 OREGON STATE UNIVERSITY ALUMNI ASSOCIATION  
167 OREGON SUPPORTED LIVING PROGRAM  
168 OSLC COMMUNITY PROGRAMS  
169 OUTSIDE IN  
170 OUTSIDE IN  
171 PACIFIC CASCADE FEDERAL CREDIT UNION  
172 PACIFIC FISHERY MANAGEMENT COUNCIL  
173 PACIFIC INSTITUTES FOR RESEARCH  
174 PACIFIC STATES MARINE FISHERIES COMMISSION  
175 PARALYZED VETERANS OF AMERICA  
176 PARTNERSHIPS IN COMMUNITY LIVING, INC.  
177 PENDLETON ACADEMIES  
178 PENTAGON FEDERAL CREDIT UNION  
179 PLANNED PARENTHOOD OF SOUTHWESTERN OREGON  
180 PORT CITY DEVELOPMENT CENTER  
181 PORTLAND ART MUSEUM  
182 PORTLAND BUSINESS ALLIANCE  
183 PORTLAND HABILITATION CENTER, INC.  
184 Portland Oregon Visitors Association  
185 PORTLAND SCHOOLS FOUNDATION  
186 PORTLAND WOMENS CRISIS LINE  
187 PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND  
188 PRINGLE CREEK SUSTAINABLE LIVING CENTER  
189 PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL  
190 PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.  
191 QUADRIPLIGICS UNITED AGAINST DEPENDENCY, INC.  
192 REBUILDING TOGETHER - PORTLAND INC.  
193 REGIONAL ARTS AND CULTURE COUNCIL  
194 RELEVANT LIFE CHURCH  
195 RENEWABLE NORTHWEST PROJECT  
196 ROGUE FEDERAL CREDIT UNION  
197 ROSE VILLA, INC.  
198 SACRED HEART CATHOLIC DAUGHTERS  
199 SAIF CORPORATION  
200 SAINT ANDREW NATIVITY SCHOOL  
201 SAINT CATHERINE OF SIENA CHURCH  
202 SAINT JAMES CATHOLIC CHURCH  
203 Salem Academy  
204 SALEM ALLIANCE CHURCH  
205 SALEM ELECTRIC  
206 SALMON-SAFE INC.  
207 SCIENCEWORKS  
208 SE WORKS  
209 SECURITY FIRST CHILD DEVELOPMENT CENTER  
210 SELF ENHANCEMENT INC.  
211 SERENITY LANE

212 SEXUAL ASSAULT RESOURCE CENTER  
213 SHELTERCARE  
214 SHERIDAN JAPANESE SCHOOL FOUNDATION  
215 SHERMAN DEVELOPMENT LEAGUE, INC.  
216 SILVERTON AREA COMMUNITY AID  
217 SISKIYOU INITIATIVE  
218 SMART  
219 SOCIAL VENTURE PARTNERS PORTLAND  
220 SONRISE CHURCH  
221 SOUTH COAST HOSPICE, INC.  
222 SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE  
223 SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.  
224 SOUTHERN OREGON HUMANE SOCIETY  
225 SPARC ENTERPRISES  
226 SPIRIT WIRELESS  
227 SPONSORS, INC.  
228 SPOTLIGHT THEATRE OF PLEASANT HILL  
229 SPRINGFIELD UTILITY BOARD  
230 ST VINCENT DE PAUL  
231 ST. ANTHONY CHURCH  
232 ST. ANTHONY SCHOOL  
233 ST. MARYS OF MEDFORD, INC.  
234 St. Matthew Catholic School  
235 ST. VINCENT DEPAUL OF LANE COUNTY  
236 STAND FOR CHILDREN  
237 STAR OF HOPE ACTIVITY CENTER INC.  
238 Store to Door  
239 Street Ministry  
240 SUMMIT VIEW COVENANT CHURCH  
241 SUNNYSIDE FOURSQUARE CHURCH  
242 SUNRISE ENTERPRISES  
243 SUSTAINABLE NORTHWEST  
244 TENAS ILLAHEE CHILDCARE CENTER  
245 The Dreaming Zebra Foundation  
246 THE EARLY EDUCATION PROGRAM, INC.  
247 The International School  
248 THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.  
249 THE NEXT DOOR  
250 THE OREGON COMMUNITY FOUNDATION  
251 THE SALVATION ARMY - CASCADE DIVISION  
252 TILLAMOOK CNTY WOMENS CRISIS CENTER  
253 TILLAMOOK ESTUARIES PARTNERSHIP  
254 TOUCHSTONE PARENT ORGANIZATION  
255 TRAILS CLUB  
256 TRAINING EMPLOYMENT CONSORTIUM  
257 TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE  
258 TRILLIUM FAMILY SERVICES, INC.  
259 UMPQUA COMMUNITY DEVELOPMENT CORPORATION  
260 UNION GOSPEL MISSION  
261 UNITED CEREBRAL PALSY OF OR AND SW WA  
262 UNITED WAY OF THE COLUMBIA WILLAMETTE

|     |  |
|-----|--|
| 263 | US CONFERENCE OF MENONNITE BRETHERN CHURCHES |
| 264 | US FISH AND WILDLIFE SERVICE                 |
| 265 | USAGENCIES CREDIT UNION                      |
| 266 | VERMONT HILLS FAMILY LIFE CENTER             |
| 267 | Viking Sal Senior Center                     |
| 268 | VIRGINIA GARCIA MEMORIAL HEALTH CENTER       |
| 269 | VOLUNTEERS OF AMERICA OREGON                 |
| 270 | WE CARE OREGON                               |
| 271 | WESTERN RIVERS CONSERVANCY                   |
| 272 | WESTERN STATES CENTER                        |
| 273 | WESTSIDE BAPTIST CHURCH                      |
| 274 | WHITE BIRD CLINIC                            |
| 275 | WILD SALMON CENTER                           |
| 276 | WILLAMETTE FAMILY                            |
| 277 | WILLAMETTE LUTHERAN HOMES, INC               |
| 278 | WILLAMETTE VIEW INC.                         |
| 279 | Women's Safety & Resource Center             |
| 280 | WOODBURN AREA CHAMBER OF COMMERCE            |
| 281 | WORD OF LIFE COMMUNITY CHURCH                |
| 282 | WORKSYSTEMS INC                              |
| 283 | YOUTH GUIDANCE ASSOC.                        |
| 284 | YWCA SALEM                                   |

#### Registered Special/Independent in OR

|    |   |
|----|---|
| 1  | Banks Fire District #13                             |
| 2  | CENTRAL OREGON INTERGOVERNMENTAL COUNCIL            |
| 3  | CHEHALEM PARK AND RECREATION DISTRICT               |
| 4  | COLUMBIA 911 COMMUNICATIONS DISTRICT                |
| 5  | GLENDALE RURAL FIRE DISTRICT                        |
| 6  | HOODLAND FIRE DISTRICT NO.74                        |
| 7  | KLAMATH COUNTY 9-1-1                                |
| 8  | LANE EDUCATION SERVICE DISTRICT                     |
| 9  | LANE TRANSIT DISTRICT                               |
| 10 | METROPOLITAN EXPOSITION-RECREATION COMMISSION       |
| 11 | NW POWER POOL                                       |
| 12 | OAK LODGE WATER DISTRICT                            |
| 13 | PORT OF SIUSLAW                                     |
| 14 | PORT OF ST HELENS                                   |
| 15 | REGIONAL AUTOMATED INFORMATION NETWORK              |
| 16 | SALEM AREA MASS TRANSIT DISTRICT                    |
| 17 | THE PORT OF PORTLAND                                |
| 18 | TUALATIN HILLS PARK AND RECREATION DISTRICT         |
| 19 | TUALATIN VALLEY WATER DISTRICT                      |
| 20 | UNION SOIL & WATER CONSERVATION DISTRICT            |
| 21 | WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT |
| 22 | WILLAMALANE PARK AND RECREATION DISTRICT            |

#### Registered State Agencies in OR

|   |                                       |
|---|---------------------------------------|
| 1 | BOARD OF MEDICAL EXAMINERS            |
| 2 | OFFICE OF MEDICAL ASSISTANCE PROGRAMS |
| 3 | OFFICE OF THE STATE TREASURER         |
| 4 | OREGON BOARD OF ARCHITECTS            |
| 5 | OREGON CHILD DEVELOPMENT COALITION    |

- 6 OREGON DEPARTMENT OF EDUCATION
- 7 OREGON DEPARTMENT OF FORESTRY
- 8 OREGON DEPT OF TRANSPORTATION
- 9 OREGON DEPT. OF EDUCATION
- 10 OREGON LOTTERY
- 11 OREGON OFFICE OF ENERGY
- 12 OREGON STATE BOARD OF NURSING
- 13 OREGON STATE DEPT OF CORRECTIONS
- 14 OREGON STATE POLICE
- 15 OREGON TOURISM COMMISSION
- 16 OREGON TRAVEL INFORMATION COUNCIL
- 17 SANTIAM CANYON COMMUNICATION CENTER
- 18 SEIU LOCAL 503, OPEU

**Registered Counties and Parishes in HI**

- CITY AND COUNTY OF HONOLULU
- 1 BOARD OF WATER SUPPLY
- 2 COUNTY OF HAWAII
- 3 MAUI COUNTY COUNCIL

**Registered Higher Education in HI**

- 1 ARGOSY UNIVERSITY
- 2 BRIGHAM YOUNG UNIVERSITY - HAWAII
- 3 COLLEGE OF THE MARSHALL ISLANDS
- 4 HAWAII PACIFIC UNIVERSITY
- 5 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
- 6 UNIVERSITY OF HAWAII AT MANOA

**Registered K-12 in HI**

- 1 CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
- 2 EMMANUAL LUTHERAN SCHOOL
- 3 HANAHAU'OLI SCHOOL
- 4 HAWAII TECHNOLOGY ACADEMY
- 5 ISLAND SCHOOL
- 6 KAMEHAMEHA SCHOOLS
- 7 KE KULA O S. M. KAMAKAU
- 8 MARYKNOLL SCHOOL
- 9 PACIFIC BUDDHIST ACADEMY

**Registered NonProfit and Other in HI**

- 1 ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
- 2 ALOHACARE
- 3 AMERICAN LUNG ASSOCIATION
- 4 ASSOSIATION OF OWNERS OF KUKUI PLAZA
- 5 BISHOP MUSEUM
- 6 BUILDING INDUSTRY ASSOCIATION OF HAWAII
- 7 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
- 8 EAH, INC.
- 9 EASTER SEALS HAWAII
- 10 GOODWILL INDUSTRIES OF HAWAII, INC.
- 11 HABITAT FOR HUMANITY MAUI
- 12 HALE MAHAOLU
- 13 HAROLD K.L. CASTLE FOUNDATION
- 14 HAWAII AGRICULTURE RESEARCH CENTER
- 15 Hawaii Carpenters Market Recovery Program Fund



- 16 HAWAII EMPLOYERS COUNCIL
- 17 HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
- 18 HAWAII STATE FCU
- 19 HONOLULU HABITAT FOR HUMANITY
- 20 IUPAT, DISTRICT COUNCIL 50
- 21 LANAKILA REHABILITATION CENTER INC.
- 22 LEEWARD HABITAT FOR HUMANITY
- 23 MAUI COUNTY FCU
- 24 MAUI ECONOMIC DEVELOPMENT BOARD
- 25 MAUI ECONOMIC OPPORTUNITY, INC.
- 26 MAUI FAMILY YMCA
- 27 NA HALE O MAUI
- 28 NA LEI ALOHA FOUNDATION
- 29 NETWORK ENTERPRISES, INC.
- 30 ORI ANUENUE HALE, INC.
- 31 PARTNERS IN DEVELOPMENT FOUNDATION
- 32 POLYNESIAN CULTURAL CENTER
- 33 PUNAHOU SCHOOL
- 34 Saint Louis School
- 35 ST. THERESA CHURCH
- 36 UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
- 37 W. M. KECK OBSERVATORY
- 38 WAIANAE COMMUNITY OUTREACH
- 39 WAILUKU FEDERAL CREDIT UNION
- 40 YMCA OF HONOLULU

**Registered State Agencies in HI**

- 1 ADMIN. SERVICES OFFICE
- 2 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
- 3 HAWAII HEALTH SYSTEMS CORPORATION
- 4 SOH- JUDICIARY CONTRACTS AND PURCH
- 5 STATE DEPARTMENT OF DEFENSE
- 6 STATE OF HAWAII
- 7 STATE OF HAWAII
- 8 STATE OF HAWAII, DEPT. OF EDUCATION

**Registered 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 CITY OF ALEXANDRIA
- 7 CITY OF BAKER POLICE DEPARTMENT
- 8 CITY OF BOSSIER
- 9 CITY OF COVINGTON
- 10 city of gretna
- 11 CITY OF HAMMOND
- 12 CITY OF KENNER
- 13 CITY OF LAKE CHARLES FIRE DEPT
- 14 CITY OF LEESVILLE
- 15 CITY OF MINDEN
- 16 CITY OF MONROE

- 17 CITY OF NEW ROADS
- 18 CITY OF PLAQUEMINE
- 19 CITY OF PORT ALLEN
- 20 CITY OF RUSTON
- 21 CITY OF SHREVEPORT
- 22 CITY OF SLIDELL
- 23 CITY OF VILLE PLATTE
- 24 CITY OF WEST MONROE
- 25 CITY OF WESTLAKE
- 26 CITY OF WINNFIELD
- 27 CITY OF WINNSBORO
- 28 DENHAM SPRINGS CITY MARSHAL
- 29 FIRE PROTECTION DIST. NO. 5
- 30 GREATER NEW ORLEANS EXPRESSWAY COMMISSION
- 31 GREATER NEW ORLEANS FOUNDATION
- 32 LOUISIANA PUBLIC EMPLOYEES COUNCIL 17 AFSCME AFL- CIO  
BUILDING CORP
- 33 MONROE CITY
- 34 PONCHATOULA POLICE DEPT.
- 35 RAYNE HOUSING AUTHORITY
- 36 Sewerage and Water Board of New Orleans
- 37 ST. BERNARD PARISH GOVERNMENT
- 38 TOWN OF ARCADIA
- 39 TOWN OF BENTON
- 40 TOWN OF CHURCH POINT
- 41 TOWN OF FARMERVILLE
- 42 TOWN OF GRAND ISLE
- 43 TOWN OF HAYNESVILLE
- 44 TOWN OF HOMER
- 45 TOWN OF JONESBORO
- 46 TOWN OF JONESVILLE
- 47 TOWN OF LEONVILLE
- 48 TOWN OF OLLA
- 49 TOWN OF PEARL RIVER
- 50 TOWN OF RAYVILLE
- 51 TOWN OF ROSEPINE
- 52 TOWN OF STERLINGTON
- 53 TOWN OF WATERPROOF
- 54 TOWN OF WHITE CASTLE
- 55 VILLAGE OF FENTON
- 56 VILLAGE OF FOREST HILL
- 57 VILLAGE OF PALMETTO

**Registered 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 BOSSIER PARISH ASSESSOR
- 7 BOSSIER PARISH CLERK OF CT
- 8 BOSSIER SHERIFFS DEPARTMENT

9 CADDO PARISH COMMISSION  
10 CADDO PARISH TAX ASSESSOR  
11 CALDWELL PARISH CLERK OF COURT  
12 CALDWELL PARISH HOUSING AUTHORITY  
13 CATAHOULA PARISH POLICE JURY  
14 CITY OF OPELOUSAS  
15 CLAIBORNE PARISH POLICE JURY  
16 CONCORDIA PARISH POLICE JURY  
17 DESOTO PARISH EMS  
18 DESOTO PARISH POLICE JURY  
19 DESOTO PARISH TAX ASSESSOR  
20 EAST BATON ROUGE PARISH CLERK OF COURT  
21 EAST CENTRAL BOSSIER PARISH FIRE DISTRICT #1  
22 EAST FELICIANA PARISH SHERIFF OFFICE  
23 EVANGELINE PARISH SHERIFF DEPT.  
24 FIRE PROTECTION DISTRICT NO 1 OF TENSAS PARISH  
25 FRANKLIN ECONOMIC DEVELOPMENT FOUNDATION  
26 GRANT PARISH POLICE JURY  
27 GRANT PARISH SHERIFF  
28 IBERIA PARISH GOVERNMENT  
29 IBERVILLE PARISH COUNCIL  
30 JACKSON PARISH POLICE JURY  
31 JEFFERSON PARISH DISTRICT ATTORNEY  
32 JEFFERSON PARISH GOVERNMENT  
33 LA SALLE PARISH POLICE JURY  
34 LINCOLN PARISH LIBRARY  
35 MOREHOUSE PARISH POLICE JURY  
36 ORLEANS PARISH CRIMINAL SHERIFFS OFFICE  
37 OUACHITA MULTI-PURPOSE COMMUNITY ACTION PROGRAM, INC  
38 OUACHITA PARISH POLICE JURY  
39 OUACHITA PARISH POLICE JURY  
40 PLAQUEMINES PARISH GOVERNMENT  
41 POINTE COUPEE PARISH POLICE JURY  
42 RAPIDES PARISH LIBRARY  
43 RAPIDES PARISH POLICE JURY  
44 RICHLAND PARISH LIBRARY  
45 RICHLAND PARISH SHERIFF DEPARTMENT  
46 SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION  
47 ST JOHNS THE BAPTIST PARISH  
48 ST LANDRY PARISH SHERIFF DEPT  
49 ST TAMMANY FIRE DISTRICT 4  
50 ST. BERNARD PARISH ADULT DRUG COURT  
51 ST. CHARLES PARISH  
52 ST. MARY PARISH GOVERNMENT  
53 St. Tammany Parish Assessor  
54 SULPHUR PARKS AND RECREATION  
55 TANGIPAHOA MOSQUITO ABATEMENT DISTRICT  
56 TENSAS PARISH POLICE JURY  
57 THIRD JUDICIAL DISTRICT COURT  
58 UNION PARISH HOMELAND SECURITY  
59 WEBSTER PARISH POLICE JURY

- 60 WEST CARROLL PARISH SHERIFFS DEPT.
- 61 WEST FELICIANA COMMUNICATIONS DISTRICT
- 62 WINN PARISH DISTRICT ATTORNEY
- 63 WINN PARISH POLICE JURY

**Registered Higher Education in LA**

- 1 CAMERON COLLEGE
- 2 CENTENARY COLLEGE OF LOUISIANA
- 3 COMPASS CAREER COLLEGE
- 4 DELGADO COMMUNITY COLLEGE
- 5 DILLARD UNIVERSITY
- 6 GRETNA CAREER COLLEGE
- 7 LOUISIANA STATE UNIVERSITY
- 8 LOUISIANA TECHNICAL COLLEGE
- 9 LOYOLA UNIVERSITY OF NEW ORLEANS
- 10 LSUHSC - SHREVEPORT
- 11 NEW ORLEANS BAPTIST THEOLOGICAL SEMINARY
- 12 NOTRE DAME SEMINARY
- 13 OUR LADY OF HOLY CROSS COLLEGE
- 14 SOUTH LA COMMUNITY COLLEGE
- 15 SOUTHEASTERN LOUISIANA UNIVERSITY
- 16 SOUTHERN UNIVERSITY
- 17 THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND
- 18 THE ART STATION

**Registered K-12 in LA**

- 1 ACADEMY OF THE SACRED HEART
- 2 ACADIA PARISH SCHOOL BOARD
- 3 Alexandria Country Day School
- 4 ARCHBISHOP RUMMEL HIGH SCHOOL
- 5 Archbishop Shaw High School
- 6 AVOYELLES PARISH SCHOOL BOARD
- 7 BEAUREGARD PARISH SCHOOL BOARD
- 8 BOSSIER PARISH SCHOOL BOARD
- 9 Bossier Parish School Board (BPSB)
- 10 CADDO PARISH MAGNET HIGH SCHOOL
- 11 CADDO PARISH SCHOOLS
- 12 CALCASIEU PARISH SCHOOL SYSTEM
- 13 CATAHOULA PARISH SCHOOL BOARD
- 14 CATHOLIC HIGH SCHOOL
- 15 CATHOLIC OF POINTE COUPEE SCHOOL
- 16 Cedar Creek School
- 17 CENTRAL PRIVATE SCHOOL
- 18 CENTRAL SCHOOL CORP.
- 19 CHILDREN'S CHARTER MIDDLE SCHOOL
- 20 CLAIBORNE PARISH SCHOOL BOARD
- 21 DARBONNE WOODS CHARTER SCHOOL, INC.
- 22 DELHI CHARTER SCHOOL
- 23 DeSoto Parish School Board
- 24 DIOCESE OF LAFAYETTE
- 25 E.D. WHITE CATHOLIC HIGH
- 26 EAST CARROLL PARISH SCHOOL BOARD
- 27 EPISCOPAL HIGH SCHOOL OF BATON ROUGE

- 28 EXCELSIOR CHRISTIAN SCHOOL
- 29 GRACE LUTHERAN CHURCH AND EARLY CHILDHOOD CENTER
- 30 HOLY TRINITY LUTHERAN CHURCH AND SCHOOL
- 31 HOSANNA FIRST ASSEMBLY OF GOD
- 32 IBERVILLE PARISH SCHOOL BOARD
- 33 JACKSON PARISH SCHOOL BOARD
- 34 JEFFERSON DAVIS PARISH SCHOOL BOARD
- 35 JEFFERSON PARISH SCHOOL BOARD
- 36 JESUS THE GOOD SHEPHERD SCHOOL
- 37 LAFAYETTE PARISH SCHOOL SYSTEM
- 38 LINCOLN PARISH SCHOOL BOARD
- 39 LITTLE ANGELS SCHOOL AND DAY CARE
- 40 LIVINGSTON PARISH PUBLIC SCHOOLS
- 41 LORANGER HIGH SCHOOL FOOTBALL
- 42 MADISON PARISH SCHOOL BOARD
- 43 MENTORSHIP ACADEMY
- 44 MONROE CITY SCHOOLS
- 45 MOREHOUSE PARISH SCHOOL BOARD
- 46 NEWELLTON ELEMENTARY SCHOOL
- 47 NORTHEAST BAPTIST SCHOOL
- 48 OAK FOREST ACADEMY
- 49 OPELOUSAS CATHOLIC SCHOOL
- 50 OUACHITA PARISH SCHOOL BOARD
- 51 Parkview Baptist
- 52 Recovery School District
- 53 RICHLAND PARISH SCHOOL BOARD
- 54 RIVERSIDE ACADEMY
- 55 ST JOSEPH THE WORKER
- 56 ST LANDRY PARISH SCHOOL BOARD
- 57 ST MARY'S DOMINICAN HS
- 58 ST. AMANT HIGH SCHOOL
- 59 ST. AUGUSTINE HIGH SCHOOL
- 60 ST. BERNARD PARISH PUBLIC SCHOOL DISTRICT
- 61 ST. CLETUS SCHOOL
- 62 ST. DOMINIC SCHOOL
- 63 ST. JOAN OF ARC SCHOOL
- 64 ST. JOHN ELEMENTARY/MIDDLE SCHOOL
- 65 ST. MARIA GORETTI CHURCH
- 66 ST. PIUS X SCHOOL
- 67 St.Mary Parish School Board
- 68 STATE DEPARTMENT OF EDUCATION
- 69 TANGIPAHOA PARISH SCHOOL SYSTEM
- 70 THE DUNHAM SCHOOL
- 71 UNION PARISH SCHOOL BOARD
- 72 VERMILION PARISH SCHOOL BOARD
- 73 VERNON PARISH SCHOOL BOARD
- 74 VIDALIA JUNIOR HIGH SCHOOL
- 75 VISITATION OF OUR LADY CATHOLIC SCHOOL
- 76 WEST BATON ROUGE PARISH SCHOOL BOARD
- 77 WEST CARROLL PARISH SCHOOL BOARD
- 78 WESTMINSTER CHRISTIAN ACADEMY

79 WINN PARISH SCHOOL BOARD

Registered Non-Profit and Other in LA

- 1 A AND B NOTARY
- 2 ACI ST JOHN LLC
- 3 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 ASSOCIATED PROFESSIONAL EDUCATORS OF LOUISIANA
- 11 AVOYELLES PROGRESS ACTION COMMITTEE, INC
- 12 BARKSDALE FEDERAL CREDIT UNION
- 13 BARKSDALE UNITED METHODIST CHURCH
- 14 Baton Rouge Children's Advocacy Center
- 15 Beginners Mind Inc
- 16 BENTON UNITED METHODIST CHURCH
- 17 BONITA ROAD BAPTIST CHURCH
- 18 BOOST FOUNDATION, INC.
- 19 BOSSIER CHAMBER OF COMMERCE
- 20 BOSSIER PARISH MAXIMUM SECURITY JAIL
- 21 BOY SCOUTS OF AMERICA
- 22 BROADMOOR CHRISTIAN CHURCH
- 23 BROADMOOR PRESBYTERIAN CHURCH
- 24 BROADMOOR UNITED METHODIST PRESCHOOL
- 25 CAJUNDOME
- 26 CALLAWAY ENTERPRISES
- 27 CALVARY BAPTIST CHURCH
- 28 CAPITAL CITY PRESS
- 29 CENLA AREA AGENCY ON AGING, INC.
- 30 CENLA COMMUNITY ACTION COMMITTEE, INC.
- 31 CENTRAL ASSEMBLY OG GOD
- 32 CENTRAL CITY EOC
- 33 CHILDREN'S HOSPITAL
- 34 CHITIMACHA TRIBE OF LOUISIANA
- 35 CHRISTVIEW CHRISTIAN CHURCH
- 36 CITY OF FAITH PRISON MINISTRIES, INC.
- 37 COMITE BAPTIST CHURCH
- 38 COMMITTEE FOR PLAQUEMINES RECOVERY
- 39 COMMUNITY SUPPORT PROGRAMS, INC.
- 40 COOK BAPTIST CHURCH
- 41 Cornerstone Church of Zachary Inc
- 42 CROSSPOINT BAPTIST CHURCH
- 43 CROSSROADS CHURCH
- 44 DEMCO
- 45 DESOTO PARISH LIBRARY
- 46 DISABLED VETERNS OF LA CHAPTER 4
- 47 EASTER SEALS LOUISIANA
- 48 ELDERCARE SUPPORT SERVICES
- 49 ELIZABETH BAPTIST CHURCH

50 EMMANUEL BAPTIST CHURCH  
51 EMMANUEL BAPTIST CHURCH  
52 EMMANUEL BAPTIST CHURCH  
53 EMMANUEL MISSIONARY BAPTIST CHURCH  
54 EVANGELINE BAPTIST CHURCH  
55 FAITH TABERNACLE CHURCH  
56 FAMILY MEDICAL CLINIC OF MER ROUGE  
57 FAMILY RESOURCES OF NEW ORLEANS  
58 FAMILY WORSHIP CENTER CHURCH INC  
59 FIRST APOSTOLIC CHURCH  
60 FIRST BAPTIST CHURCH  
61 FIRST BAPTIST CHURCH  
62 FIRST BAPTIST CHURCH  
63 FIRST BAPTIST CHURCH COVINGTON  
64 FIRST BAPTIST CHURCH RUSTON  
65 FIRST CHURCH OF GOD IN OAK GROVE, INC.  
66 FIRST UNITED METHODIST CHURCH  
67 FRANKLIN MEDICAL CENTER  
68 FROM BONDAGE TO FREEDOM  
69 G B COOLEY SERVICES  
70 GIRL SCOUTS OF LA - PINES TO GULF  
71 Girls Scouts Louisiana East  
72 Go Care  
73 GOOD SAMARITANS OF FRANKLIN  
74 GRACE COMMUNITY CHURCH  
75 GRACE EPISCOPAL CHURCH  
76 GRACE LIFE FELLOWSHIP  
77 GREATER ELIZABETH BAPTIST CHURCH  
78 GREATER HOPE BAPTIST CHURCH  
79 GREATER OUACHITA WATER COMPANY  
80 GULF COAST HOUSING PARTNERSHIP  
81 HANDS ON NETWORK  
82 HARVEST CHURCH  
83 HAVEN NURSING CENTER, INC.  
84 HAVEN REHABILITATION CENTER, INC.  
85 HEALING PLACE CHURCH  
86 HEBRON BAPTIST CHURCH  
87 HOPEWELL BAPTIST CHURCH  
88 HOSANNA LUTHERAN CHURCH  
89 HOSPITAL SERVICE DISTRICT NO.1, D/B/A TRI-WARD  
90 HOUSING AUTHORITY OF BOSSIER CITY  
91 HOUSING AUTHORITY OF JEFFERSON PARISH  
92 IBERIA MEDICAL CENTER  
93 IBTS  
94 IFA CHURCH  
95 ISTROUMA AREA COUNCIL OF BOY SCOUTS  
96 JACKSON PARISH HOSPITAL  
97 Jefferson Chamber of Commerce  
98 JEWISH FEDERATION OF GREATER BATON ROUGE  
99 K AND S CHILDHOOD DEVELOPMENT CENTER  
100 KING OF KINGS EVANGELICAL LUTHERAN CHURCH

101 KIWANIS INTERNATIOINAL  
102 LA ASSEMBLY OF THE CHURCH OF GOD  
103 LA ASSOCIATION COMMUNITY ACTION PARTNERSHIPS  
104 LA ONE CALL  
105 LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION  
106 LAFAYETTE TEEN COURT, INC  
107 LAKE BETHLEHEM BAPTIST CHURCH  
108 LAKESIDE BAPTIST CHURCH  
109 LAKESIDE DAY CARE  
110 LANE CHAPEL CME  
111 LEWIS CME  
112 LINCOLN GENERAL HOSPITAL  
113 LITTLE THEATRE OF MONROE, INC.  
114 LITTLE UNION BAPTIST CHURCH  
115 LIVINGSTON PARISH CHAMBER OF COMMERCE  
116 LIVINGSTON PARISH PRESIDENT-COUNCIL  
117 LMHA - LOUISIANA MANUFACTURED HOUSING ASSOCIATION  
118 LOD AND CAROL COOK CONFERENCE CENTER AND HOTEL  
119 LOUIS INFANT CRISIS CENTER  
120 LOUISIANA ASSOCIATION OF HEALTH PLANS  
121 LOUISIANA DISTRICT ATTORNEYS ASSOCIATION  
122 LOUISIANA FAMILY FORUM  
123 LOUISIANA HEALTH CARE QUALITY FORUM  
124 Louisiana Hemopheilia Foundation Inc  
125 LOUISIANA REALTORS ASSOCIATION  
126 LOUISIANA SPCA  
127 Louisiana Workforce LLC  
128 LOUISISANA HIGH SCHOOL ATHLETIC ASSOCIATION  
129 MACEDONIA MISSIONS, INC.  
130 MACON ECONOMIC OPPORTUNITY  
131 MARION BAPTIST CHURCH  
132 MARY BIRD CANCER CENTER  
133 MCIO HEAD START  
134 METRO/REGIONAL BUSINESS INCUBATOR  
135 MEYERS MEMORIAL CHAPEL  
136 MIRACLE PLACE CHURCH  
137 MOREHOUSE GENERAL HOSPITAL  
138 MORGAN CITY HOUSING AUTHORITY  
139 MORING STAR BAPTIST CHURCH  
140 MOUNT CANAAN MISSIONARY BAPTIST CHURCH  
141 MOUNT HERMON BAPTIST CHURCH  
142 MT. PLEASANT COMMUNITY DEVELOPMENT CORP. INC.  
143 MT. SINAI MBC  
144 MT. VERNON BAPTIST CHURCH  
145 MT. ZION CME CHURCH  
146 MW PRINCE HALL MASONIC HALL TEMPLE  
147 NALC BRANCH 136  
148 NATIONAL SAFETY COUNCIL  
149 Nativity of Our Lady Church  
150 NEW BEGINNINGS CDC  
151 NEW CHAPEL HILL BAPTIST CHURCH



152 NEW DAUGHTERS OF ZION MISSIONARY BAPTIST CHURCH IN  
153 NEW GENERATIONS CHURCH OF MONROE, INC  
154 NEW GREENWOOD BAPTIST CHURCH  
155 new home ministries  
156 NEW HORIZONS  
157 NEW TABERNACLE BAPTIST CHURCH  
158 NEW TESTAMENT UNITED PENTECOSTAL CHURCH  
159 NORTH CADDO MEDICAL CENTER  
160 NORTHWEST LOUISIANA LIONS EYE BANK  
161 NSU CHILD AND FAMILY NETWORK  
162 ODYSSEY HOUSE LOUISIANA, INC.  
163 OLIVE BRANCH BAPTIST CHURCH  
164 OPEN DOOR BAPTIST CHURCH  
165 Ouachita Baptist Church  
166 Our Lady of Perpetual Help Catholic Church  
167 OUR LADY OF PROMPT SUCCOR CHURCH  
168 PARKVIEW BAPTIST CHURCH  
169 PCPFHF  
170 PCSS  
171 PEACEFUL REST BAPTIST CHURCH  
172 PENIEL BAPTIST CHURCH  
173 PHILADELPHIA BAPTIST CHURCH  
174 PINE BELT MULTI-PURPOSE COMMUNITY ACTION AGENCY  
175 PLEASANT VALLEY UNC  
176 PLEASEAN HILL BAPTIST CHURCH  
177 POLICE JURY ASSOCIATION OF LOUISIANA  
178 PONCHATOULA AREA RECREATION DISTRICT NO.1  
179 PRESBYTERIAN CHURCH OF RUSTON  
180 PRIDE COMMUNITY ASSOCIATION  
181 PROVIDENCE HOUSE  
182 RAPIDES PRIMARY HEALTH CARE CENTER  
183 REPUBLICAN PARTY OF LA  
184 RIDGE AVENUE BAPTIST CHURCH  
185 ROMAN CATHOLIC CHURCH OF THE DIOCESE OF BATON ROUGE  
186 SEEKER SPRINGS MINISTRY CENTER  
187 SHOWERS OF BLESSING MINISTRIES  
188 SHREVEPORT ELECTRICAL HEALTH AND WELFARE FUND  
189 SHREVEPORT REGIONAL ARTS COUNCIL  
190 SIMMESPORT HOUSING AUTHORITY  
191 SOLOMON TEMPLE BAPTIST CHURCH  
192 Southern Financial Exchange  
193 SOUTHSIDE ECONOMIC DEVELOPMENT  
194 SOUTHWEST ACADIA HOUSING AUTHORITY  
195 ST PATRICK CHURCH  
196 ST THOMAS AQUINAS CATHOLIC CHURCH  
197 ST. ALOYSIUS CATHOLIC SCHOOL  
198 ST. ANDREW PRESBYTERIAN CHURCH  
199 ST. BERNARD PROJECT  
200 ST. FRANCES XAVIER CABRINI CATHOLIC CHURCH  
201 ST. FRANCIS DINER  
202 ST. GEORGE CHURCH

203 ST. JEAN VIANNEY CHURCH  
204 ST. JOHN THE BAPTIST CATHOLIC CHURCH  
205 ST. JOHN THE BAPTIST CATHOLIC CHURCH  
206 ST. LANDRY PARISH HOUSING AUTHORITY  
207 ST. MARY CAA, INC.  
208 ST. MARY PARISH TOURIST COMMISSION  
209 ST. MARYS BAPTIST CHURCH  
210 ST. MICHAEL SPECIAL SCHOOL  
211 ST. PAUL BAPTIST CHURCH  
212 ST. PAULS UNITED METHODIST CHURCH  
213 ST. REST BAPTIST CHURCH  
214 ST.ANSELM CATHOLIC CHURCH  
215 ST.MARY PARISH LIBRARY  
216 STARLIGHT BAPTIST CHURCH  
217 STEEPLE CHASE BAPTIST CHURCH  
218 STERLINGTON HOLINESS TABERNACLE  
219 SUMMER GROVE BAPTIST ACADEMY  
220 SUMMER GROVE BAPTIST CHURCH  
221 SWEETWATER BAPTIST CHURCH  
222 The Arc Of Iberia  
223 THE CELL COMMUNITY SCHOOL & RESOURCE CENTER  
224 THE CHURCH OF THE LIVING GOD  
225 THE FULLER CENTER FOR HOUSING OF NWLA  
226 THE HARVEST  
227 THE HOUSE OF FAITH HOPE AND CHARITY  
228 THE SALVATION ARMY  
229 THE SHREVEPORT-BOSSIER KOREAN PRESBYTERIAN CHURCH  
230 THE SPIRIT OF FREEDOM MINISTRIES  
231 THE WAY OF HOLINESS APOSTOLIC CHURCH  
232 TOTAL COMMUNITY ACTION, INC.  
233 TRAILBLAZER RESOURCE AND CONSERVATION AREA, INC.  
234 TRINITY BAPTIST CHURCH  
235 Trinity Episcopal Church  
236 TRINITY LUTHERAN CHURCH  
237 TRINITY WORSHIP CENTER  
238 Tulane Hillel  
239 Union Community Action, Association  
240 UNION COUNCIL ON AGING  
241 UNION SPRINGS MBC  
242 UNITECH TRAINING ACADEMY  
243 UNITED AUTO WORKERS UNION  
244 UNITED CEREBAL PALSY OF GREATER NEW ORLEANS, INC  
245 UNITED METHODIST HOPE MINISTRIES  
246 UNITED WAY OF NORTHEAST LOUISIANA, INC.  
247 UNITED WAY OF NW LOUISIANA  
248 UNITY FOR THE HOMELESS,INC.  
249 UNIVERSITY CHURCH OF CHRIST  
250 UPWARD BOUND MINISTRIES, INC.  
251 URBAN IMPACT MINISTRIES  
252 VERMILION PARISH WATERWORKS DISTRICT NO.1  
253 VERNON COMMUNITY ACTION COUNCIL, INC.

- 254 VOLUNTEERS OF AMERICA OF GREATER NEW ORLEANS
- 255 WEST BATON ROUGE CHAMBER OF COMMERCE
- 256 WEST BATON ROUGE PARISH POLICE JURY
- 257 WEST BATON ROUGE S/O WORK RELEASE
- 258 WEST JEFFERSON MEDICAL CENTER
- 259 WILLIAMS MEMORIAL CME
- 260 WILLIS-KNIGHTON FEDERAL CREDIT UNION
- 261 WORD OF LIFE MINISTRIES
- 262 WORKFORCE INVESTMENT BOARD SDA-83
- 263 YMCA OF SHREVEPORT, LA
- 264 YOUNGSVILLE HOUSING AUTHORITY

**Registered Special/Independent in LA**

- 1 BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS
- 2 BOSSIER PARISH COMMUNICATIONS DISTRICT NO. 1
- 3 CAPITAL AREA LEGAL SERVICES CORP
- 4 LAFAYETTE AIRPORT COMMISSION
- 5 NEW ORLEANS REGIONAL BUSINESS PARK
- 6 POVERTY POINT RESERVOIR DISTRICT
- 7 ST. GEORGE FIRE PROTECTION DISTRICT NO.2
- 8 ST. TAMMANY PARISH FIRE PROTECTION DISTRICT NO. 3
- 9 UNIVERSITY HOUSE@ACADIANA

**Registered State Agencies in LA**

- 1 18TH JDC-ALVIN BATISTE, JR JUDGE
- 2 26 TH JUDICIAL COURT
- 3 26TH JUDICIAL DISTRICT PUBLIC DEFENDER
- 4 C.A.S.S.E.
- 5 COLUMBIA DEVELOPMENT CENTER
- 6 CONCEALED HANDGUN PERMIT UNIT
- 7 Covington Housing Authority
- 8 DEPARTMENT OF REVENUE/LOUISIANA
- 9 DEPT OF CULTURE RECREATION AND TOURISM
- 10 DHH-OFFICE OF PUBLIC HEALTH
- 11 ELAYN HUNT CORRECTIONAL CENTER
- 12 HAMMOND DEVELOPMENTAL CENTER
- 13 HOUMA-TERREBONNE HOUSING AUTHORITY
- 14 LA DEPT OF WILDLIFE AND FISHERIES
- 15 LA OFFICE OF STATE PARKS
- 16 LA RESEARCH PARK CORPORATION
- 17 LA SHERIFFS PENSION AND RELIEF FUND
- 18 LA. DIVISION OF ADMINISTRATION
- 19 LINCOLN COUNCIL ON THE AGING
- 20 Louisiana Board of Barbers Examiners
- 21 LOUISIANA BOARD OF CHIROPRACTIC EXAMINERS
- 22 LOUISIANA DEPARTMENT OF STATE
- 23 LOUISIANA HOUSING FINANCE AGENCY
- 24 LOUISIANA STATE GOV. BIDS
- 25 LOUISIANA TECH UNIVERSITY
- 26 LSU AGCENTER EXTENSION SERVICE OFFICE
- 27 METROPOLITAN DEVELOPMENTAL CENTER
- 28 MHSD/CHARTRES-PONTCHARTRAIN BEHAVIOR HEALTH CENTER
- 29 Richland Parish Tax Assessors office

- 30 Ruston Housing Authority
- 31 SPECIAL EDUCATION DISTRICT NO.1 OF LAFOURCHE
- 32 THE SPRINGS OF RECOVERY ADOLESCENT PROGRAM
- 33 VERNON WORKFORCE CENTER

## EXHIBIT 8

**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 Maricopa County ("County") 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 Arizona, and Maricopa County. 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 Maricopa County 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, alteration, 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 Maricopa County 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, Maricopa County 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 Maricopa County 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 Arizona website at ([www.azrecovery.gov](http://www.azrecovery.gov)).

**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](http://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 Arizona are located at: [www.gpo.gov/davisbacon/AZ.html](http://www.gpo.gov/davisbacon/AZ.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 Maricopa County, and all contractors and grantees of Maricopa County, 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.

## EXHIBIT 9

**FEMA STANDARD TERMS AND CONDITIONS ADDENDUM  
FOR CONTRACTS AND GRANTS**

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

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), 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 (“**DOL**”) regulations (41 CFR Ch. 60);
  - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
  - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the 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:



**SERIAL 08-RFP**

- 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.

EXHIBIT 10

DRAFT COPY OF CONTRACT



(DRAFT CONTRACT)

**CONTRACT PURSUANT TO RFP**

This Contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and \_\_\_\_\_, A \_\_\_\_\_ corporation ("Contractor") for the purchase of \_\_\_\_\_ services.

**1.0 CONTRACT TERM:**

1.1 This Contract is for a term of three (3) years, beginning on the \_\_\_\_ day of \_\_\_\_\_, 2011 and ending the \_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

**2.0 FEE ADJUSTMENTS:**

**RETAIL:** Discounts off marked price at point-of-sale (POS) are permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable pricing adjustments shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts, County shall issue written approval of the changes.

**WHOLESALE:** Discounted pricing based on the Contractor's current published catalog pricing is permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable adjustments to catalog category discounts shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts offered by category, County shall issue written approval of the changes.

**3.0 PAYMENTS:**

3.1 As consideration for performance of the duties described herein, the payment terms described in Attachment A / Attachment A-1 shall apply.

3.2 When applicable, payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

3.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- Bill-to name and contact information
- Contract serial number
- Purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site ([www.maricopa.gov/finance/vendors](http://www.maricopa.gov/finance/vendors)).

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

The Contractor shall perform all duties stated in Exhibit "B,"(Scope of Work) or as otherwise directed in writing by the Procurement Officer.

**6.0 TERMS and CONDITIONS:****6.1 INDEMNIFICATION:**

- 6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

**6.2 INSURANCE REQUIREMENTS:**

- 6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

- 6.2.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 6.2.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

- 6.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

- 6.2.11 Workers' Compensation.

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

- 6.2.12 Certificates of Insurance.

6.2.11.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.11.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY

SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

6.2.11.2.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.11.2.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 All repair and renovation services performed by the Contractor shall carry a one (1) year workmanship warranty and all manufacturers' product warranties shall be passed on to the end customer.

6.3.2 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.3 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 INSPECTION OF SERVICES:

6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

6.4.4.2 Terminate the Contract for default.

6.5 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a Procurement Card, to place and make payment for orders under the Contract.

6.6 INTERNET ORDERING CAPABILITY:

The County intends to use the Internet to communicate and to place orders under this Contract.

6.7 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

*For County:*

Maricopa County  
Department of Materials Management  
Attn: Chief Procurement Officer  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

*For Contractor:*

6.8 REQUIREMENTS CONTRACT:

6.8.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

6.8.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

6.8.3 Purchase orders will be cancelled in writing.

6.9 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.10 TERMINATION FOR DEFAULT:

6.10.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.10.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.10.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.10.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.12 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.13 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.14 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.15 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be



unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

**6.16 AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

**6.17 RETENTION OF RECORDS:**

6.17.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.17.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**6.18 AUDIT DISALLOWANCES:**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**6.19 ALTERNATIVE DISPUTE RESOLUTION:**

6.19.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.20.1.1 Render a decision;

6.20.1.2 Notify the parties that the exhibits are available for retrieval; and

6.20.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.19.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.19.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

**6.20 SEVERABILITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

**6.21 RIGHTS IN DATA:**

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**6.22 INTEGRATION:**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

**6.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

6.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.18.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**

6.24.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement

Officer upon request. These warranties shall remain in effect through the term of the Contract.

- 6.24.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 CONTRACTOR LICENSE REQUIREMENT:

- 6.25.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.
- 6.25.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.26 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 6.26.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
- 6.27.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
  - 6.27.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 6.27.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
  - 6.27.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.26.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

6.26.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

**6.27 PRICES:**

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other **governmental agency** for these or similar services.

**6.28 GOVERNING LAW:**

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

**6.29 ORDER OF PRECEDENCE:**

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

**6.30 INCORPORATION OF DOCUMENTS:**

The following are to be attached to and made part of this Contract:

6.30.1 Exhibit A, Pricing;

6.30.2 Exhibit B, Scope of Work;

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

MARICOPA COUNTY

\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
LEGAL COUNSEL

\_\_\_\_\_  
DATE



# Maricopa County

## NOTICE OF SOLICITATION



**U.S. COMMUNITIES™**  
GOVERNMENT PURCHASING ALLIANCE



**SERIAL 11019- RFP**

**REQUEST FOR PROPOSAL FOR: MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED SERVICES**

Notice is hereby given sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M.** Arizona time on **April 29, 2011**, for the furnishing of the following goods and services for Maricopa County. Proposals will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **“SERIAL 11019- RFP REQUEST FOR PROPOSAL FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES.”**

The Maricopa County Procurement Code (“The Code”) governs this procurement and is incorporated by this reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

**ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL CAN BE LOCATED AT <http://www.maricopa.gov/materials> “Develop Bids”. ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.**

**PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER**

**SERIAL 11019-RFP**

**DIRECT ALL INQUIRIES TO:**

**CHARLES HINEGARDNER  
PROCUREMENT OFFICER  
TELEPHONE: (602) 506-6476  
EMAIL: hinegardner@mail.maricopa.gov**

**THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON TUESDAY, APRIL 12, 2011 AT 9:00 A.M. ARIZONA TIME, AT THE MARICOPA COUNTY ELECTIONS DEPARTMENT, LARGE CONFERENCE ROOM, 510 SOUTH THIRD AVENUE, PHOENIX, ARIZONA 85003**

**NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:**

**[www.maricopa.gov/materials/advbd/advbd.asp](http://www.maricopa.gov/materials/advbd/advbd.asp)**

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**SERIAL 11019-RFP**

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**REQUEST FOR PROPOSAL FOR: MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED SERVICES**

1.0 INTENT:

Maricopa County (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 complete line of "Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale (internet) environment; and Related Products and Services (installation, repair and renovation) (herein "Products and Services").

The Respondent(s) shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various government agencies nationwide.

Responses shall be for Retail and Related Services; Wholesale and Related Services or Industrial and Related Services. Suppliers are not required to respond to all three (3) categories.

Responses for only the Related Services (installation, repair and renovation) shall be deemed non-responsive.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 2.21, below)

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

1.1 The RFP is intended to achieve the following objectives:

Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies.

Establish the Master Agreement as Supplier's primary offering to Participating Public Agencies.

Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive bid process that eliminates the need for multiple government bids and multiple responses by Suppliers.

Combine the volumes of Participating Public Agencies to achieve cost effective pricing.

Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems.

Provide Participating Public Agencies with environmentally responsible products and services.

*These objectives do not preempt Participating Public Agencies from using other contract vehicles or competitive processes as required by law.*

1.2 U.S.COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The

contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

**National Sponsors**

U.S. Communities is jointly sponsored by the National 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 Charlotte/Mecklenburg, NC   | Hillsborough Schools, FL              |
| City of Los Angeles, CA             | City of Houston, TX                   |
| Cobb County, GA                     | Los Angeles County, CA                |
| Dallas County, TX                   | Maricopa County, AZ                   |
| Davis Joint Unified Schools, CA     | Miami-Dade County, FL                 |
| City and County of Denver, CO       | Salem-Keizer School District, OR      |
| State of Georgia                    | City of San Antonio, TX               |
| Emory University, GA                | San Diego Unified School District, CA |
| Fairfax County, VA                  | City of Seattle, WA                   |
| Harford County Public Schools, MD   | Great Valley School District, PA      |
| Hennepin County, MN                 |                                       |
| North Carolina State University, NC |                                       |

**Participating Public Agencies**

Today more than 44,000 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.

Maricopa County 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 EXHIBIT 4.

### **Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$250 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, Maricopa County 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 or credit card. 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 minimum qualifications and offers the most advantageous response 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.

2.0 SCOPES OF WORK:

2.1 RETAIL MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

A complete and comprehensive offering of Retail MRO supplies such as appliances, building materials, hardware, HVAC, irrigation equipment and supplies, janitorial, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.2 WHOLESALE MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

A complete and comprehensive offering of Wholesale MRO supplies such as appliances, building materials, hardware, HVAC, irrigation equipment and supplies, janitorial, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.3 INDUSTRIAL SUPPLIES AND RELATED SERVICES (INSTALLATION, REPAIR, AND RENOVATION):

A complete and comprehensive offering of Industrial supplies such as bearings, linear technologies, power transmissions, motors, hydraulics, pneumatics, gearing, material handling, conveyor systems, industrial rubber, general maintenance supplies, fluid power and any additional related products and services.

In addition, a complete range of services available through Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services such as rubber fabrication, vulcanizing, hose fabrication, hydraulic system (design and build) that may offered by Supplier. Such services may be required for public pools, solid waste transfer sites, water treatment plants, waste water treatment sites, boiler plants, mass transit systems, road maintenance equipment, prisons and hospitals and public agencies.

2.4 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES):

2.4.1 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.4.2 Services performed shall be non-structural in nature.

2.4.3 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.4.4 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

- 2.4.4.1 Roofing, Gutters, Downspouts
  - 2.4.4.2 HVAC
  - 2.4.4.3 Plumbing
  - 2.4.4.4 Electrical
  - 2.4.4.5 Exterior decks, patios and porches
  - 2.4.4.6 Exterior Siding
  - 2.4.4.7 Windows, Doors
  - 2.4.4.8 Interior/Exterior Painting
  - 2.4.4.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping
  - 2.4.4.10 ADA Improvements
- 2.4.5 These services may be required in the industrial environment and may be any of the following (non-inclusive):
- 2.4.5.1 Hose Fabrication
  - 2.4.5.2 Hydraulic Repairs
  - 2.4.5.3 Gearbox Repairs
  - 2.4.5.4 Conveyor System Repairs
  - 2.4.5.5 Vulcanizing
  - 2.4.5.6 Rubber Fabrication
- 2.4.6 Services:
- 2.4.6.1 As part of your Proposal response, detail your firm’s program in offering services including:
    - 2.4.6.2 Providing and managing qualified contractors
    - 2.4.6.3 Budget management in keeping projects on budget
    - 2.4.6.4 Project management services in design, planning, organizing, scheduling and managing all stages of a project.
- 2.4.7 Service Providers (Labor):
- 2.4.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.
  - 2.4.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).
  - 2.4.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under Section 3.6 INSURANCE REQUIREMENTS.
  - 2.4.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):
    - 2.4.7.4.1 National Employee Database
    - 2.4.7.4.2 SSN Verification
    - 2.4.7.4.3 National Criminal Database Check
    - 2.4.7.4.4 Two County Search
    - 2.4.7.4.5 Sex Offender Search
    - 2.4.7.4.6 Annual Review (National Criminal Database)
    - 2.4.7.4.7 Two (2) Year Complete Re-Screen and Renewal
    - 2.4.7.4.8 Financial Background
  - 2.4.7.5 All Service Provider employees shall wear a Service Provider’s issued picture identification badge at all times.

2.5 PRODUCT CATEGORIES:

This Solicitation is to establish a nationwide purchasing agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. Your firm may not have the ability to provide all categories.

All products offered shall be new, unused and of the latest design and technology.

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

2.5.1 CATEGORY 1: APPLIANCES

Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.5.2 CATEGORY 2: BUILDING MATERIALS

Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

2.5.3 CATEGORY 3: HARDWARE

Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, weatherization products, and all ancillary supplies, tools, and components.

2.5.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.

2.5.5 CATEGORY 5: SPRINKLER/IRRIGATION EQUIPMENT AND SUPPLIES

Sprinklers, head gates, ports, timers, piping, solvents, and all ancillary supplies, tools, and components.

2.5.6 CATEGORY 6: JANITORIAL SUPPLIES

Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.

2.5.7 CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES

Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, and all ancillary supplies, tools, an components.

2.5.8 CATEGORY 8: MOTORS/PUMPS

Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.

- 2.5.9 **CATEGORY 9: PAINTS AND COATINGS**  
All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.
- 2.5.10 **CATEGORY 10: PLUMBING**  
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.
- 2.5.11 **CATEGORY 11: SWIMMING POOL SUPPLIES**  
Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.
- 2.5.12 **CATEGORY 12: TOOLS, GENERAL PURPOSE, HAND-HELD**  
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.
- 2.5.13 **CATEGORY 13: TOOLS, POWER TYPE**  
Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.
- 2.5.14 **CATEGORY 14: WINDOW COVERINGS**  
Blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.
- 2.5.15 **CATEGORY 15: HOSPITALITY**  
Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.
- 2.5.16 **CATEGORY 16: WATER AND WASTE WATER TREATMENT**  
Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.
- 2.5.17 **CATEGORY 17: MISCELLANEOUS**  
Kitchen and bath cabinets, shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), safes, packaging supplies, communication supplies, electrical supplies, lighting supplies, and flooring.
- 2.5.18 **CATEGORY 18: IN STORE SERVICES**  
Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment etc.



2.5.19 CATEGORY 19: INDUSTRIAL PRODUCTS/SERVICES

Bearings, motors, fluid sealing, gearing, power transmissions, pumps, hose fabrication, hydraulic repair, gearbox repair, rubber services, conveyor systems, and other industrial products and services.

2.6 PRODUCT ORDERING:

2.6.1 Contractors complete product line (Retail or Wholesale) shall be available for internet ordering 24/7.

2.6.2 Products may be ordered by any of the following methods:

Internet  
Will Call (Phone or FAX order)  
POS (Point-of-sale)

2.7 PRODUCT PRICING:

2.7.1 Retail:

Pricing shall be a fixed percentage (%) off *marked price* at the POS; not a per cent off *list*. The County will consider other retail pricing options (ex. Rebate on gross sales).

2.7.2 Wholesale:

Pricing shall be a fixed percentage (%) off catalog pricing by Product Category (§2.6 above). The County will consider other retail pricing options (ex. Rebate on gross sales).

2.8 REBATE ON SALES:

If this pricing option is offered, describe your firm's ability to provide this service.

2.9 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access an on-line wholesale catalog reflecting contract pricing of all products. Describe your firm's ability to provide this service.

2.10 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING:

2.10.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

2.10.2 All quotations shall be for a "not to exceed" amount.

2.10.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.11 SUPPLIER MANAGED INVENTORY (CONSIGNMENT):

Describe your firm's ability to provide this service.

2.12 SALES REPORTING:

Describe your firm's ability to provide detailed management reporting by Participating Public Agency. Identify the level(s) (Agency, Division, Department, Individual) of reporting detail available in the following categories:

- 2.12.1 Sales Dollars
- 2.12.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes
- 2.12.3 Procurement card (MasterCard or Visa brand)

2.13 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.14 USAGE REPORT:

Upon request, the Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.15 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.16 WARRANTY:

All repair and renovation services performed by the Contractor shall carry a one (1) year workmanship warranty and all manufacturers' product warranties shall be passed on to the end customer.

2.17 INVOICES AND PAYMENTS (PURCHASE ORDER):

2.17.1 The Respondent shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County or Participating Public Agency purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of Purchase (services)
- Pricing per unit of service
- Extended price
- Total Amount Due

2.17.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.17.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Supplier Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Supplier Registration Form located on the County Department of Finance Supplier Registration Web Site ([www.maricopa.gov/finance/Suppliers](http://www.maricopa.gov/finance/Suppliers)).

2.17.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.18 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.19 TAX: (COMMODITIES)

Tax shall not be levied against commodities. Sales/use tax will be determined by County. Tax will not be used in determining low price.

2.20 DELIVERY, FREIGHT REQUIREMENTS:

2.20.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

2.20.2 Should a Participating Public Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Participating Public Agency.

2.20.3 The Proposer shall retain control for carrier selection and payment of freight charges of all goods until received by the requesting Participating Public Agency and the contract coverage completed. The Proposer shall also file all claims for visible or concealed damage. The Participating Public Agency will notify the Proposer of any damaged goods and shall assist the Proposer in arranging for inspection of the goods.

2.20.4 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.

2.20.5 Shipping and handling fees are allowable to destinations outside the continental U.S.

2.20.6 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.20.6.1 Contract Serial number

2.20.6.2 Contractor's name and address

2.20.6.3 Participating Public Agency's name and address

2.20.6.4 Participating Public Agency's purchase order number

2.20.6.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable

2.21 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Request for Proposal is for awarding a firm, fixed discount pricing contract to cover a three (3) year term.

3.2 OPTION TO RENEW CONTRACT:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, or other specified length options, [or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration]. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 RETAIL PRICE ADJUSTMENTS:

Discounts off marked price at point-of-sale (POS) are permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable pricing adjustments shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts, County shall issue written approval of the changes.

3.4 WHOLESALE PRICE ADJUSTMENTS:

Discounted pricing based on the Contractor's current published catalog pricing is permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable adjustments to catalog category discounts shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts offered by category, County shall issue written approval of the changes.

3.5 INDEMNIFICATION:

3.5.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.5.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.5.3 The scope of this indemnification does not extend to the sole negligence of County.

3.6 INSURANCE REQUIREMENTS:

- 3.6.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 3.6.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 3.6.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.6.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.6.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.6.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.6.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.6.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.6.9 Commercial General Liability.

Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.6.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.6.11 Workers' Compensation.

3.6.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

3.6.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.6.12 Certificates of Insurance.

3.6.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.6.12.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.6.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.6.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.7 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card (MasterCard), from time-to-time, to place or make payment for orders under the Contract. Respondents without this capability shall be considered non-responsive and not eligible for award consideration.

3.8 INTERNET CAPABILITY:

County intends to use the Internet to communicate and to place orders under this Contract. Respondents without this capability shall be considered non-responsive and not eligible for award consideration.

3.9 SUBCONTRACTING:

- 3.9.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.
- 3.9.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.10 SCHEDULE OF EVENTS:

Request for Proposals Issued: 03/24/2011

Pre-Proposal Conference: 04/12/2011

Deadline for written questions is (2) business days after Pre-Proposal Conference. Questions will *not* be responded to prior to the Pre-Proposal Conference or after the (2) business day deadline has elapsed. All questions and answers shall be posted to [www.bidsync.com](http://www.bidsync.com) under the Q&A's tab for the solicitation and must be received by the end of business, **5:00 PM Arizona time (MST)**.

Proposals Opening Date: 04/29/2011

Deadline for submission of proposals is **2:00 P.M., Arizona Time (MST)**, on **April 29, 2011**. All proposals must be received before 2:00 P.M., Arizona Time (MST), on the above date at the Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003.

Proposed review of Proposals and short list decision: 05/24/2011

Proposed Respondent presentations: (if required) 06/01/2011

Proposed selection and negotiation: 06/02/2011

Proposed Best & Final (if required) 06/17/2011

Proposed award of Contract: 07/29/2011

All responses to this Request for Proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the County.

3.11 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County  
Materials Management Department  
ATTN: Contract Administration  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

Administrative telephone inquiries shall be addressed to:

Charles Hinegardner, Procurement Officer, 602.506.6476  
([hinegardnerc@mail.maricopa.gov](mailto:hinegardnerc@mail.maricopa.gov))

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents shall provide their proposals in accordance with Section 3.15 as follows:

- 3.12.1 One (1) original hardcopy of all proposal documents.
- 3.12.2 One (1) CD or flash drive providing all proposal documents in Word, Excel (Attachments A, A-1, D, D-1, D-2, D-3, D-4 and E) and then the entire proposal document in PDF format.
- 3.12.3 Eight (8) CD's or flash drives providing the entire proposal in PDF format only.
- 3.12.4 Respondents shall address proposals identified with return address, serial number and title in the following manner:

Maricopa County  
Materials Management Department  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

SERIAL 11019 – RFP, MAINTENANCE, REPAIR, OPERATING SUPPLIES,  
INDUSTRIAL SUPPLIES, AND RELATED SERVICES
- 3.12.5 Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the RFP closing date.

3.13 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of 11019-RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 11019-RFP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL 11019-RFP," shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, determine the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

3.14 GENERAL CONTENT:

- 3.14.1 The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.
- 3.14.2 The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this Request for Proposal but should outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.



3.15 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposal hardcopy must be submitted in binders and have sections tabbed as below: (Responses are limited to 200 pages, single sided, 10 point font type).

- 3.15.1 Table of Contents
- 3.15.2 Letter of Transmittal (Exhibit 2)
- 3.15.3 Executive Summary – This section shall contain an outline of the general approach utilized in the proposal.
- 3.15.4 Proposal – This section should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing respondent’s best offer.
- 3.15.5 Qualifications – This section shall describe the respondent’s ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.
- 3.15.6 Proposal exceptions
- 3.15.7 Attachments A and A-1 (Pricing)
- 3.15.8 Attachment B (Agreement Page)
- 3.15.9 Attachments C and C-1(References)
- 3.15.10 Attachments D, D-1 D-2 and D-3, D-4 (Price Analyses)
- 3.15.11 Attachment E (Retail Stores and Warehouse Locations)
- 3.15.12 Exhibit 3 Responses:
  - 3.15.12.1 Completed and signed Supplier Qualification Worksheet for National Program Consideration
  - 3.15.12.2 Required Supplier Information. (Four [4] pages)
- 3.15.13 Exhibit 5 – Administration Agreement signed, unaltered (Eleven [11] pages)
- 3.15.14 Exhibit 6 – Administration Agreement – Canada (If Applicable) (Two [2] pages)
- 3.15.15 Required Submittals:
  - 3.15.15.1 Section 2.8 – Rebate on Sales
  - 3.15.15.2 Section 2.9 – On-Line Catalog Discount
  - 3.15.15.3 Section 2.4.6 - Services

3.16 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Evaluation Committee shall be appointed, chaired by the Procurement Officer to evaluate each Proposal. At the County’s option, Respondents may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria.

- 3.16.1 Proven experience of the firm's success in providing Maintenance, Repair, Operating Supplies, Industrial Supplies and Related Services on a nationwide and local basis in a timely manner.
- 3.16.2 Depth of response to PROPOSAL and QUALIFICATIONS of work outlined in Section 2 of this Solicitation.
- 3.16.3 Depth of response to SUPPLIER QUALIFICATIONS and SUPPLIER INFORMATION (EXHIBIT 3).
  - 3.16.3.1 Company profile – The ability for the company to provide positive references; demonstrate its reputation in the marketplace, experience, capability, and financial stability.
  - 3.16.3.2 Distribution – The ability of your firm to distribute products nationwide.
  - 3.16.3.3 Marketing – The firm's marketing plan to promote this contractual agreement to Participating Public Agencies nationwide.
  - 3.16.3.4 Products – The firm's ability to provide products by the major categories set forth in Section 2 of this Solicitation.
  - 3.16.3.5 Services – The firm's ability to provide services as set forth in Section 2 of this Solicitation.
  - 3.16.3.6 Administration – The firm's ability to administer the contract nationwide.
  - 3.16.3.7 Staffing Plan – The ability of your firm to dedicate personnel for this contract.
  - 3.16.3.8 Environmental – The firm's environmental initiatives.
- 3.16.4 Distribution capabilities and the quantity and location of wholesale distribution centers and/or retail stores (ATTACHMENT E.)
- 3.16.5 Products and services offerings. Identify the specific PRODUCT CATEGORIES the firm is capable of providing without subcontracting.
- 3.16.6 Product Price Analyses (ATTACHMENTS D, D-1 D-2 D-3, and D-4)
- 3.17 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:
  - 3.17.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
    - 3.17.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
    - 3.17.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.17.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.17.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.17.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Proposal.

3.17.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

**3.18 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

3.18.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the e-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

3.18.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.18.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**3.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**

3.19.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.19.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**3.20 CONTRACTOR LICENSE REQUIREMENT:**

3.20.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

3.20.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

**3.21 POST AWARD MEETING:**

The successful Respondent(s) shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

**NOTE 1: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY'S PROCUREMENT ADMINISTRATIVE INFORMATION AND SAMPLE CONTRACT DOCUMENT PRIOR TO SUBMITTING A PROPOSAL. FOR THIS INFORMATION, GO TO: [www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp](http://www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp)**

**NOTE 2: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSAL.**

**ATTACHMENT A**

**RETAIL PRICING**

SEE EXCEL FILE 11019-ATTACHMENT A RETAIL PRICING

**ATTACHMENT A-1**

**WHOLESALE PRICING**

SEE EXCEL FILE 11019-ATTACHMENT A-1 WHOLESALE PRICING

ATTACHMENT B

AGREEMENT

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

**BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.**

[ ] Small Business Enterprise (SBE)

\_\_\_\_\_  
RESPONDENT (FIRM) SUBMITTING PROPOSAL

\_\_\_\_\_  
FEDERAL TAX ID NUMBER      DUNS #

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE      /      FAX #

\_\_\_\_\_  
CITY      STATE      ZIP

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WEB SITE

\_\_\_\_\_  
EMAIL ADDRESS

ATTACHMENT C

PRODUCTS

RESPONDENT'S REFERENCES

RESPONDENT SUBMITTING PROPOSAL: \_\_\_\_\_

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

4. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

5. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_



ATTACHMENT C-1

INSTALLATION, REPAIR and RENOVATION SERVICES

RESPONDENT'S REFERENCES

**NOTE:** PROVIDE AT LEAST THREE (3) PUBLIC AGENCY REFERENCES FOR WHICH THESE SERVICES HAVE BEEN PERFORMED. ALSO PROVIDE THE AGENCY'S CONTRACT NUMBER UNDER WHICH THE SERVICES WERE PERFORMED.

**RESPONDENT SUBMITTING PROPOSAL:** \_\_\_\_\_

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E- MAIL ADDRESS: \_\_\_\_\_

PROVIDE ON A SEPARATE SHEET A DESCRIPTION OF THE PRODUCTS PROVIDED AND SERVICES PERFORMED, TOTAL DOLLAR AMOUNT OF PRODUCT AND TOTAL DOLLAR AMOUNT OF SERVICES PERFORMED.

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

PROVIDE ON A SEPARATE SHEET A DESCRIPTION OF THE PRODUCTS PROVIDED AND SERVICES PERFORMED, TOTAL DOLLAR AMOUNT OF PRODUCT AND TOTAL DOLLAR AMOUNT OF SERVICES PERFORMED.

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

PROVIDE ON A SEPARATE SHEET A DESCRIPTION OF THE PRODUCTS PROVIDED AND SERVICES PERFORMED, TOTAL DOLLAR AMOUNT OF PRODUCT AND TOTAL DOLLAR AMOUNT OF SERVICES PERFORMED.

**ATTACHMENT D**

**WHOLESALE RESIDENTIAL/COMMERCIAL PRODUCT PRICE ANALYSIS**

SEE EXCEL FILE 11019-ATTACHMENT D WHOLESALE RESIDENTIAL/COMMERCIAL PRODUCT PRICE ANALYSIS

**ATTACHMENT D-1**

**RETAIL RESIDENTIAL/COMMERCIAL PRODUCT PRICE ANALYSIS**

SEE EXCEL FILE 11019-ATTACHMENT D-1 RETAIL RESIDENTIAL/COMMERCIAL PRODUCT PRICE ANALYSIS

**SERIAL 11019-RFP**

**ATTACHMENT D-2**

**WHOLESALE INDUSTRIAL PRODUCT PRICE ANALYSIS**

SEE EXCEL FILE 11019-ATTACHMENT D-2 WHOLESALE INDUSTRIAL PRODUCT PRICE ANALYSIS

**ATTACHMENT D-3**

**RETAIL INDUSTRIAL PRODUCT PRICE ANALYSIS**

SEE EXCEL FILE 11019-ATTACHMENT D-3 RETAIL INDUSTRIAL PRODUCT PRICE ANALYSIS

ATTACHMENT D-4

**PRICING FOR ALL PRODUCTS OFFERED**

SEE EXCEL FILE 11019-ATTACHMENT D-4 PRICING FOR ALL PRODUCTS OFFERED

**ATTACHMENT E**

**RETAIL STORES AND WAREHOUSE LOCATIONS**

SEE EXCEL FILE 11019-ATTACHMENT E RETAIL STORES AND WAREHOUSE LOCATIONS

EXHIBIT 1

**SUPPLIER REGISTRATION PROCEDURES**

BidSync.com Registration is FREE and REQUIRED for all Suppliers.

Register On-line at [https://www.bidsync.com/SupplierRegister?ac=register&preselected\\_plan=free&](https://www.bidsync.com/SupplierRegister?ac=register&preselected_plan=free&)

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

For assistance, please contact BidSync Supplier Support Department via phone or email, during regular business hours: 1-800-990-9339 or [agency support@BidSync.com](mailto:agency support@BidSync.com)



EXHIBIT 2

SAMPLE TRANSMITTAL LETTER

(To be typed on the letterhead of Offeror)

Maricopa County  
Materials Management Department  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

Re: RFP Number – 11019

To Whom It May Concern:

(NAME OF COMPANY) (Herein referred to as the "RESPONDENT"), hereby submits its response to your Request for Proposal dated \_\_\_\_\_, and agrees to perform as proposed in their proposal, if awarded the contract. The Respondent shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before \_\_\_\_\_ if you should desire to accept this proposal.

Very truly yours,

\_\_\_\_\_  
NAME (please print)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE (please print)

## EXHIBIT 3

SUPPLIER QUALIFICATIONS

## SUPPLIERS

**Commitments**

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

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

- (a) **Corporate.** Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.
  - (i) The pricing, terms and conditions of the Master Agreement shall be Supplier's primary offering to Public Agencies.
  - (ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.
  - (iii) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
  - (iv) Supplier shall provide a national/senior management account 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.
  - (v) Supplier shall demonstrate in its request for proposal ("RFP") or invitation to bid ("ITB") response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.
  - (vi) Supplier's field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier's options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier's sales representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency's objection, Supplier is permitted to pursue other options.
  - (vii) In states where Supplier has an existing state contract or cooperative contract, 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 counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education

institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.

- (viii) During the term of the Agreement, Supplier shall not, without the prior written consent of U.S. Communities, enter into an agreement or renew an existing agreement with any Multi-State Purchasing Cooperative, other than U.S. Communities, for the purpose of offering Products and Services to Public Agencies through such Multi-State Purchasing Cooperative. A Multi-State Purchasing Cooperative is defined as any purchasing cooperative that administers contracts to Public Agencies in more than five (5) states that are competitively solicited by the purchasing cooperative itself or another Public Agency for the purpose of providing other Public Agencies access to the competitively solicited contracts.

- (b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.

- (i) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall be required to match that lower pricing for customers 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 under the U.S. Communities contract 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.

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

- (iii) Supplier's Options in Responding to a Third Party RFP or ITB. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts 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.
  - (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.
  - (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.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.
- (d) **Sales.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.
- (i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's goods 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 shall provide Supplier with its logo and the standards to be employed in the use of the logo. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
  - (ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.
  - (iii) **Sales Force Training.** Supplier shall be responsible for the training of its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

- (iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:
  - (A) A dedicated U.S. Communities internet web-based homepage containing:
    - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
    - (2) Copy of original request for proposal or invitation to bid;
    - (3) Copy of Master Agreement including any amendments;
    - (4) Summary of products and 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 enquiries regarding U.S. Communities.
  - (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
- (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

**U.S. Communities Administration Agreement**

The Supplier is required to execute, unaltered, the U.S. Communities Administration Agreement (attached hereto as EXHIBIT 5) 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 WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

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

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 \_\_\_

Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?

YES \_\_\_ NO \_\_\_

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 \_\_\_

Did your company have sales greater than \$100 million last year?

YES \_\_\_ NO \_\_\_

Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?

YES \_\_\_ NO \_\_\_

Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?

YES \_\_\_ NO \_\_\_

Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?

YES \_\_\_ NO \_\_\_

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 \_\_\_

Will your company commit to the following program implementation schedule?

YES \_\_\_ NO \_\_\_

Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?

YES \_\_\_ NO \_\_\_

Does your company agree to not pursue additional national or multi-state cooperative contracts during the contract period?

YES \_\_\_ NO \_\_\_

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Submitted by:

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

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



| New Supplier Implementation Checklist                             | Target Completion After Award |
|---|-------------------------------|
| Product upload to U.S. Communities site                           | Four Weeks                    |
| <b>9. Sales Training &amp; Roll Out</b>                           |                               |
| 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                                    |                               |
| <b>10. Marketing</b>  |                               |
| General announcement  |                               |
| 1 Page Summary with Supplier contacts                             |                               |
| Branding of program   |                               |
| Supplier handbook   |                               |
| Announcement to AB and Sponsors                                   |                               |
| <b>11. Green Initiative</b>                                       |                               |
| 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 tradeshow   |                               |
| - 3rd Party green Suppliers                                       |                               |

**EXHIBIT 3**

**SUPPLIER INFORMATION**

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

**Company**

1. Total number and location of sales persons employed by your company in the United States;
2. Number and location of distribution outlets in the United States (ATTACHMENT E)
3. Number and location of support centers ;
4. Annual sales for 2008, 2009 and 2010 in the United States; Sales reporting should be segmented into the following categories:

| <b>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2008, 2009, AND 2010</b> |                   |                   |                   |
|---|-------------------|-------------------|-------------------|
| <b>Segment</b>  | <b>2008 Sales</b> | <b>2009 Sales</b> | <b>2010 Sales</b> |
| Cities  |                   |                   |                   |
| Counties  |                   |                   |                   |
| K-12 (Pubic/Private)  |                   |                   |                   |
| Higher Education (Public/Private)   |                   |                   |                   |
| States  |                   |                   |                   |
| Other Public Sector and Nonprofits  |                   |                   |                   |
| Federal   |                   |                   |                   |
| Private Sector  |                   |                   |                   |
| <b>Total Supplier Sales</b>   |                   |                   |                   |

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
6. Number and location of retail stores (if applicable)
7. Provide a list with contact information of your company’s ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided. Provide a list with contact information of five public agency customers that your company has lost in the last twelve months.

**Distribution**

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company’s distribution facilities, warehouses and retail network as applicable.
5. State the company’s standard delivery time and any options, including desktop delivery costs, for expediting delivery and return policies.
6. State restocking fees for products returned after thirty days.

**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**

1. Provide a description of the Products to be provided by the major product category set forth in Section 2.0 of the RFP. The primary objective is for each Supplier to provide its complete product offering 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 2.0. If less than 98% guaranteed fill rate, specify fill rate and explain how you can achieve 98%.
4. Specify guaranteed fill rate by product category specified in Section 2.0.
5. State backorder policy. Do you fill or kill order and require Agency to reorder if item is backordered?
6. 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 MRO products.

**Services**

1. Provide a description of the Services to be provided in Section 2.0 of the RFP. The primary objective is for each Supplier to provide its complete range of services so that Participating Public Agencies may utilize as appropriate for their needs.
2. List the states where the Supplier is licensed to do business.
3. Describe those services that are performed by your company versus those that are performed by subcontractors.
4. Describe the process and requirements of qualifying in-house personnel and subcontractors who will be performing services for your company. Include details on the types of background screening performed and any other required qualifications.

5. Describe your ongoing quality control processes to ensure qualified in-house personnel and subcontractors.
6. If Supplier offers installation services or renovation services, provide 3 references of Public Agencies for which services have been performed. Include complete contact information, a description of products provided and services performed, total dollar amount of product and total dollar amount of services performed.

**Administration**

1. Describe your company's capacity to employ EDI, telephone, Internet, 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 the state of e-commerce within your company and detail how Participating Public Agencies can benefit from your approach. Please document your company's level of expertise with the following software; Peoplesoft, Lawson, Oracle, School Dude and all others your company has successfully interfaced with a public agency. List, by software supplier, the following information: name of public agency, software system used, "go-live" date, net amount of total sales per Calendar Year sine "go-live", and percentage of sales being processed exclusively via Internet/EDX (paperless) ordering. Include, by public agency, any enhancement, such as e-mail order acknowledgement and on-line order/tracking ability.
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.

EXHIBIT 4

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate (“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 and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, a number of Suppliers have entered into Master Agreements 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 a procuring party will make timely payments to the 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 procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

**SERIAL 11019-RFP**

8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

EXHIBIT 5

ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of \_\_\_\_\_, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and \_\_\_\_\_ ("Supplier").

RECITALS

WHEREAS, \_\_\_\_\_ ("Lead Public Agency") has entered into a certain Master Agreement dated as of \_\_\_\_\_, referenced as Agreement No. \_\_\_\_\_, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of \_\_\_\_\_ (the "Products & Services");

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

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

WHEREAS, U.S. Communities serves 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 Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- 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, remarketer, 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, any Participating Public Agency, or any employee of Lead Public Agency or a Participating 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.S. Communities' Representations and Covenants.
- (a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), Association of School Business Officials (ASBO) and National Institute of Government Purchasing (NIGP) (collectively, the "Founding Co-Sponsors") 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 tradeshow and by providing online tools to Supplier's sales force.
- (b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), U.S. Communities shall 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 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating

Public Agencies (such representations and covenants are sometimes referred to as “Supplier’s Commitments” and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

- (a) **Corporate.** Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier’s senior executive management.
  - (i) The pricing, terms and conditions of the Master Agreement shall be Supplier’s primary offering to Public Agencies.
  - (ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.
  - (iii) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
  - (iv) Supplier shall provide a national/senior management account 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.
  - (v) Supplier shall demonstrate in its request for proposal (“RFP”) or invitation to bid (“ITB”) response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.
  - (vi) Supplier’s field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier’s options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier’s sales representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency’s objection, Supplier is permitted to pursue other options.
  - (vii) In states where Supplier has an existing state contract or cooperative contract, 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 counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.
  - (viii) During the term of the Agreement, Supplier shall not, without the prior written consent of U.S. Communities, enter into an agreement or renew an existing agreement with any Multi-State Purchasing Cooperative, other than U.S. Communities, for the purpose of offering Products and Services to Public

Agencies through such Multi-State Purchasing Cooperative. A Multi-State Purchasing Cooperative is defined as any purchasing cooperative that administers contracts to Public Agencies in more than five (5) states that are competitively solicited by the purchasing cooperative itself or another Public Agency for the purpose of providing other Public Agencies access to the competitively solicited contracts.

(b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.

(i) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall be required to match that lower pricing for customers 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 under the U.S. Communities contract 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.

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

(iii) **Supplier's Options in Responding to a Third Party RFP or ITB.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts 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.
  - (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.
  - (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.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.
- (d) **Sales.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.
- (i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's goods 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 shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
  - (ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.
  - (iii) **Sales Force Training.** Supplier shall be responsible for the training of its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.
  - (iv) **Participating Public Agency Access.** Supplier shall establish the following communication links to facilitate customer access and communication:

- (A) A dedicated U.S. Communities internet web-based homepage containing:
  - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
  - (2) Copy of original request for proposal or invitation to bid;
  - (3) Copy of Master Agreement including any amendments;
  - (4) Summary of products and pricing;
  - (5) Electronic link to U.S. Communities' online registration page; and
  - (6) Other promotional material as requested by U.S. Communities.
- (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
- (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

- (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

3.4 Breach of Supplier's Representations, Warranties and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance. Failure by Supplier to cure such violation or non-compliance within ninety (90) days shall result in termination of 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. 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 **Administrative Fees.** Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of (a) two percent (2%) of aggregate purchases made during the month which comprise annual sales of the first \$340,000,000.00; and then (b) two and one-half percent (2.5%) of aggregate purchases made during the month which comprise annual sales exceeding \$340,000,000.00 (individually and collectively, “Administrative Fees”). Supplier’s annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by check or 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 **Sales Reports.** Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month (“Sales Report”). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. 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 **Exception Reporting/Sales Reports Audits.** U.S. Communities or its designee may, at its sole discretion, compare Supplier’s Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to 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 **Online Reporting.** 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:

| <b>Report Name</b>                     | <b>Follow up with U.S. Communities</b> |
|--|--|
| 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
- (iii) State Comparison Sales Report
- (v) Advisory Board Usage Report
- (iv) Various Agency Type Comparison Reports
- (vii) Sales Report Builder

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

## ARTICLE VI

### MISCELLANEOUS

- 6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- 6.2 Attorney's Fees. 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 Assignment.
- (a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.
  - (b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.
- 6.4 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities: U.S. Communities  
2033 N. Main Street, Suite 700  
Walnut Creek, California 94596  
Attn: Program Manager Administration

Lead Public Agency: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Supplier: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: U.S. Communities Program Manager

- 6.5 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.
- 6.6 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.
- 6.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 6.8 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.
- 6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from 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 forthwith. The mediation may continue, if the parties so agree, after the



appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

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

*[Remainder of Page Intentionally Left Blank – Signatures Follow]*

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By \_\_\_\_\_

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

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

Supplier:

\_\_\_\_\_

By \_\_\_\_\_

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

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

APPENDIX A

MASTER AGREEMENT BETWEEN MARICOPA COUNTY AND AWARDED CONTRACTOR(S)

(To Be Attached Upon Finalization)

APPENDIX B

SALES REPORT FORMAT

**Exhibit B - US (Data Format)**

| Sales Report Template |             |              |                             |                |                           |             |       |       |             |      |       |          |
|-----------------------|-------------|--------------|-----------------------------|----------------|---------------------------|-------------|-------|-------|-------------|------|-------|----------|
| TIN                   | Supplier ID | Account No.  | Agency Name                 | Dept Name      | Address                   | City        | State | Zip   | Agency Type | Year | Month | Amount   |
| 956000735             | 144         | 89518997     | CITY OF LA/MGMT EMPL SVCS   | Purchasing     | 555 RAMIREZ ST STE 312    | LOS ANGELES | CA    | 90012 | 20          | 2008 | 4     | 1525.50  |
| 956000222             | 144         | 34869035     | LOS ANGELES COUNTY          | Facilities     | 350 S FIGUEROA ST STE 700 | LOS ANGELES | CA    | 90071 | 30          | 2008 | 4     | 1603.64  |
| 956000735             | 144         | 89499461     | CITY OF LA/ENVIRON AFFAIR   | Purchasing     | 555 RAMIREZ ST STE 312    | LOS ANGELES | CA    | 90012 | 20          | 2008 | 4     | 1625.05  |
| 956000735             | 144         | 89374835     | CITY OF LA/COMMUNITY DEV    | Purchasing     | 555 RAMIREZ ST STE 312    | LOS ANGELES | CA    | 90012 | 20          | 2008 | 4     | 45090.79 |
| 066002010             | 144         | 328NA0001053 | GROTON TOWN OF PUBLIC WORKS | Water          | 123 A St                  | GROTON      | CT    | 06340 | 20          | 2008 | 4     | 318.00   |
| 066001854             | 144         | 328NA0001051 | GROTON CITY OF              | Administration | 123 A St                  | GROTON      | CT    | 06340 | 20          | 2008 | 4     | 212.00   |

| SALES REPORT DATA FORMAT |           |          |                                       |   |
|--------------------------|-----------|----------|---------------------------------------|---|
| Column Name              | Data Type | Length   | Example                               | Comment   |
| TIN                      | Text      | 9        | 956000735, 066001854                  | No Dash, Do not omit leading zero.                |
| Supplier ID              | Number    | 3        | 111, 110, 116                         | See Supplier ID 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 not omit leading zero, Valid zip code |
| Agency Type              | Number    | 2        | 20, 30, 31                            | See Agency Type 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 decimal point, no \$ sign or commas     |

| Agency Type Table |                              |
|-------------------|------------------------------|
| Agency Type ID    | Agency Type Description      |
| 10                | K-12                         |
| 11                | Community College            |
| 12                | College and University       |
| 20                | City                         |
| 21                | City Special District        |
| 22                | Consolidated City/County     |
| 30                | County                       |
| 31                | County Special District      |
| 80                | State Agency                 |
| 81                | Independent Special District |
| 82                | Non-Profit                   |
| 84                | Other                        |
| 99                | Unknown                      |

EXHIBIT 6

ADMINISTRATION AGREEMENT ADDENDUM

AFFILIATE PROGRAMS

U.S. Communities recently established Canadian Communities, an affiliate program in Canada which offers certain qualified contract awards. U.S. Communities shall continue to explore other practical international opportunities based upon the capacity of its contract suppliers to efficiently serve Public Agencies internationally.

Understanding that Supplier may not have the capacity or desire to participate in Canadian Communities or other affiliate programs, U.S. Communities offers these opportunities on a voluntary basis to Supplier.

The terms, conditions and commitments outlined and agreed upon in the U.S. Communities Administration Agreement shall be applied to Canadian Communities and any other international opportunities.

\_\_\_\_\_ Supplier wishes to participate in Canadian Communities and other international opportunities, currently has the capacity to serve Canadian Public Agencies, and agrees to abide by the terms, conditions and commitments of the executed U.S. Communities Administration Agreement. Supplier to provide additional information requested in Canadian Communities Supplier Information section of this solicitation.

\_\_\_\_\_ Supplier does not wish to participate in Canadian Communities or other international opportunities.

SUPPLIER:

\_\_\_\_\_,  
a \_\_\_\_\_

By \_\_\_\_\_

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

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

**ADMINISTRATION AGREEMENT**

**CANADIAN COMMUNITIES**  
**SUPPLIER INFORMATION**

If you checked that Supplier wishes to participate in Canadian Communities on the Administration Agreement Addendum, Affiliate Programs, provide the following additional information.

**Company**

1. Total number and location of sales persons employed by your company in Canada;
2. Number and location of distribution outlets in Canada (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales in Canada for 2008, 2009, and 2010.

**Pricing**

Provide a separate pricing file of products offered in Canada utilizing appropriate units of measure offered by Supplier.

EXHIBIT 7

STATE NOTICE ADDENDUM

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

Nationwide:

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

Other states:

State of Oregon, State of Hawaii, State of Louisiana

| <b>Registered Cities, Towns, Villages and Boroughs in OR</b> |   |
|--|---|
| 1  | CEDAR MILL COMMUNITY LIBRARY            |
| 2  | CITY COUNTY INSURANCE SERVICES          |
| 3  | CITY OF ADAIR VILLAGE                   |
| 4  | CITY OF ALBANY                          |
| 5  | CITY OF ASHLAND                         |
| 6  | CITY OF ASTORIA OREGON                  |
| 7  | CITY OF AUMSVILLE                       |
| 8  | CITY OF AURORA                          |
| 9  | CITY OF BEAVERTON                       |
| 10   | CITY OF BOARDMAN                        |
| 11   | CITY OF BURNS                           |
| 12   | CITY OF CANBY                           |
| 13   | CITY OF CANNON BEACH OR                 |
| 14   | CITY OF CANYONVILLE                     |
| 15   | CITY OF CENTRAL POINT POLICE DEPARTMENT |
| 16   | CITY OF CLATSKANIE                      |
| 17   | CITY OF COBURG                          |
| 18   | CITY OF CONDON                          |
| 19   | CITY OF COOS BAY                        |
| 20   | CITY OF CORVALLIS                       |
| 21   | CITY OF COTTAGE GROVE                   |
| 22   | CITY OF CRESWELL                        |
| 23   | CITY OF DALLAS                          |
| 24   | CITY OF DAMASCUS                        |
| 25   | CITY OF DUNDEE                          |
| 26   | CITY OF EAGLE POINT                     |
| 27   | CITY OF ECHO                            |
| 28   | CITY OF ESTACADA                        |
| 29   | CITY OF EUGENE                          |
| 30   | CITY OF FAIRVIEW                        |
| 31   | CITY OF FALLS CITY                      |
| 32   | CITY OF GATES                           |
| 33   | CITY OF GEARHART                        |
| 34   | CITY OF GERVAIS                         |
| 35   | CITY OF GOLD HILL                       |

|    |                          |
|----|--------------------------|
| 36 | CITY OF GRANTS PASS      |
| 37 | CITY OF GRANTS PASS      |
| 38 | CITY OF GRESHAM          |
| 39 | CITY OF HALSEY           |
| 40 | CITY OF HAPPY VALLEY     |
| 41 | CITY OF HILLSBORO        |
| 42 | CITY OF HOOD RIVER       |
| 43 | CITY OF JOHN DAY         |
| 44 | CITY OF KLAMATH FALLS    |
| 45 | CITY OF LA GRANDE        |
| 46 | CITY OF LAKE OSWEGO      |
| 47 | CITY OF LAKESIDE         |
| 48 | CITY OF LEBANON          |
| 49 | CITY OF LINCOLN CITY     |
| 50 | CITY OF MALIN            |
| 51 | CITY OF MCMINNVILLE      |
| 52 | CITY OF MEDFORD          |
| 53 | CITY OF MILL CITY        |
| 54 | CITY OF MILLERSBURG      |
| 55 | CITY OF MILWAUKIE        |
| 56 | City of Monmouth         |
| 57 | CITY OF MORO             |
| 58 | CITY OF MOSIER           |
| 59 | CITY OF NEWBERG          |
| 60 | CITY OF NORTH PLAINS     |
| 61 | CITY OF OREGON CITY      |
| 62 | CITY OF PHOENIX          |
| 63 | CITY OF PILOT ROCK       |
| 64 | CITY OF PORT ORFORD      |
| 65 | CITY OF PORTLAND         |
| 66 | CITY OF POWERS           |
| 67 | CITY OF PRAIRIE CITY     |
| 68 | CITY OF REDMOND          |
| 69 | CITY OF REEDSPORT        |
| 70 | CITY OF RIDDLE           |
| 71 | CITY OF SALEM            |
| 72 | CITY OF SANDY            |
| 73 | CITY OF SANDY            |
| 74 | CITY OF SCAPPOOSE        |
| 75 | CITY OF SEASIDE          |
| 76 | CITY OF SHADY COVE       |
| 77 | CITY OF SHERWOOD         |
| 78 | CITY OF SILVERTON        |
| 79 | CITY OF SPRINGFIELD      |
| 80 | CITY OF ST. PAUL         |
| 81 | CITY OF STAYTON          |
| 82 | CITY OF TIGARD, OREGON   |
| 83 | City of Troutdale        |
| 84 | CITY OF TUALATIN, OREGON |
| 85 | CITY OF WARRENTON        |
| 86 | CITY OF WEST LINN/PARKS  |



- 87 CITY OF WILSONVILLE
- 88 CITY OF WINSTON
- 89 CITY OF WOOD VILLAGE
- 90 CITY OF WOODBURN
- 91 CITY OF YACHATS
- 92 FLORENCE AREA CHAMBER OF COMMERCE
- 93 GASTON RURAL FIRE DEPARTMENT
- 94 GLADSTONE POLICE DEPARTMENT
- 95 Hermiston Fire & Emergency Svcs
- 96 HOUSING AUTHORITY OF THE CITY OF SALEM
- 97 KEIZER POLICE DEPARTMENT
- 98 LEAGUE OF OREGON CITIES
- 99 MALIN COMMUNITY PARK AND RECREATION DISTRICT
- 100 METRO
- 101 MONMOUTH - INDEPENDENCE NETWORK
- 102 North Lincoln Fire & Rescue #1
- 103 PORTLAND DEVELOPMENT COMMISSION
- 104 RAINIER POLICE DEPARTMENT
- 105 RIVERGROVE WATER DISTRICT
- 106 St. Helens, City of
- 107 SUNSET EMPIRE PARK AND RECREATION
- 108 THE CITY OF NEWPORT
- 109 THE NEWPORT PARK AND RECREATION CENTER
- 110 TILLAMOOK PEOPLES UTILITY DISTRICT
- 111 Tillamook Urban Renewal Agency
- 112 TUALATIN VALLEY FIRE & RESCUE
- 113 WEST VALLEY HOUSING AUTHORITY

**Registered 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 DOUGLAS COUNTY
- 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 Josephine County Sheriff
- 29 KLAMATH COUNTY VETERANS SERVICE OFFICE
- 30 LAKE COUNTY
- 31 LANE COUNTY
- 32 LINCOLN COUNTY
- 33 LINN COUNTY
- 34 MARION COUNTY , SALEM, OREGON
- 35 MARION COUNTY FIRE DISTRICT #1
- 36 MORROW COUNTY
- 37 MULTNOMAH COUNTY
- 38 MULTNOMAH LAW LIBRARY
- 39 MULTNOMAH COUNTY DRAINAGE DISTRICT #1
- 40 NAMI LANE COUNTY
- 41 NEAH KAH NIE WATER DISTRICT
- 42 OR INT'L PORT OF COOS BAY
- 43 POLK COUNTY
- 44 PORT OF BANDON
- 45 PORT OF UMPQUA
- 46 SANDY FIRE DISTRICT NO. 72
- 47 SHERMAN COUNTY
- 48 UMATILLA COUNTY, OREGON
- 49 UNION COUNTY
- 50 WALLOWA COUNTY
- 51 WASCO COUNTY
- 52 WASHINGTON COUNTY
- 53 YAMHILL COUNTY
- 54 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

**Registered 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
- 24 ROGUE COMMUNITY COLLEGE
- 25 SOUTHWESTERN OREGON COMMUNITY COLLEGE
- 26 TILLAMOOK BAY COMMUNITY COLLEGE
- 27 UMPQUA COMMUNITY COLLEGE
- 28 WESTERN STATES CHIROPRACTIC COLLEGE
- 29 WILLAMETTE UNIVERSITY

**Registered K-12 in OR**

- 1 Amity School District 4-J
- 2 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
- 3 ARLINGTON SCHOOL DISTRICT NO. 3
- 4 ASTORIA SCHOOL DISTRICT 1C
- 5 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
- 6 BAKER SCHOOL DISTRICT 5-J
- 7 BANDON SCHOOL DISTRICT
- 8 BANKS SCHOOL DISTRICT
- 9 BEAVERTON SCHOOL DISTRICT
- 10 BEND / LA PINE SCHOOL DISTRICT
- 11 BEND-LA PINE SCHOOL DISTRICT
- 12 BROOKING HARBOR SCHOOL DISTRICT NO.17-C
- 13 CANBY SCHOOL DISTRICT
- 14 CANYONVILLE CHRISTIAN ACADEMY
- 15 CASCADE SCHOOL DISTRICT
- 16 CASCADES ACADEMY OF CENTRAL OREGON
- 17 CENTENNIAL SCHOOL DISTRICT
- 18 CENTRAL CATHOLIC HIGH SCHOOL
- 19 CENTRAL POINT SCHOOL DISTRICT NO. 6
- 20 CENTRAL SCHOOL DISTRICT 13J
- 21 CLACKAMAS EDUCATION SERVICE DISTRICT
- 22 COOS BAY SCHOOL DISTRICT
- 23 COOS BAY SCHOOL DISTRICT NO.9
- 24 COQUILLE SCHOOL DISTRICT 8
- 25 COUNTY OF YAMHILL SCHOOL DISTRICT 29
- 26 CRESWELL SCHOOL DISTRICT
- 27 CROSSROADS CHRISTIAN SCHOOL
- 28 CULVER SCHOOL DISTRICT NO.
- 29 DALLAS SCHOOL DISTRICT NO. 2
- 30 DAVID DOUGLAS SCHOOL DISTRICT
- 31 DAYTON SCHOOL DISTRICT NO.8
- 32 DE LA SALLE N CATHOLIC HS
- 33 DESCHUTES COUNTY SD NO.6 - SISTERS SD
- 34 DOUGLAS COUNTY SCHOOL DISTRICT 116
- 35 DOUGLAS EDUCATION SERVICE DISTRICT
- 36 DUFUR SCHOOL DISTRICT NO.29
- 37 ELKTON SCHOOL DISTRICT NO.34
- 38 ESTACADA SCHOOL DISTRICT NO.108
- 39 FOREST GROVE SCHOOL DISTRICT
- 40 GASTON SCHOOL DISTRICT 511J

41 GEN CONF OF SDA CHURCH WESTERN OR  
42 GERVAIS SCHOOL DIST. #1  
43 GLADSTONE SCHOOL DISTRICT  
44 GLENDALE SCHOOL DISTRICT  
45 GLIDE SCHOOL DISTRICT NO.12  
46 GRANTS PASS SCHOOL DISTRICT 7  
47 GREATER ALBANY PUBLIC SCHOOL DISTRICT  
48 GRESHAM-BARLOW SCHOOL DISTRICT  
49 HARNEY COUNTY SCHOOL DIST. NO.3  
50 HARNEY EDUCATION SERVICE DISTRICT  
51 HEAD START OF LANE COUNTY  
52 HERITAGE CHRISTIAN SCHOOL  
53 HIGH DESERT EDUCATION SERVICE DISTRICT  
54 hillsboro school district  
55 HOOD RIVER COUNTY SCHOOL DISTRICT  
56 JACKSON CO SCHOOL DIST NO.9  
57 JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
58 JEFFERSON SCHOOL DISTRICT  
59 KLAMATH FALLS CITY SCHOOLS  
60 LA GRANDE SCHOOL DISTRICT  
61 LAKE OSWEGO SCHOOL DISTRICT 7J  
62 LANE COUNTY SCHOOL DISTRICT 4J  
63 LANE COUNTY SCHOOL DISTRICT 69  
64 LEBANON COMMUNITY SCHOOLS NO.9  
65 LINCOLN COUNTY SCHOOL DISTRICT  
66 LINN CO. SCHOOL DIST. 95C - SCIO SD  
67 LIVINGSTONE ADVENTIST ACADEMY  
68 LOST RIVER JR/SR HIGH SCHOOL  
69 LOWELL SCHOOL DISTRICT NO.71  
70 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES  
71 MCMINNVILLE SCHOOL DISTRICT NO.40  
72 MEDFORD SCHOOL DISTRICT 549C  
73 MITCH CHARTER SCHOOL  
74 MOLALLA RIVER ACADEMY  
75 MOLALLA RIVER SCHOOL DISTRICT NO.35  
76 MONROE SCHOOL DISTRICT NO.1J  
77 MORROW COUNTY SCHOOL DISTRICT  
78 MT. ANGEL SCHOOL DISTRICT NO.91  
79 MT.SCOTT LEARNING CENTERS  
80 MULTISENSORY LEARNING ACADEMY  
81 MULTNOMAH EDUCATION SERVICE DISTRICT  
82 MYRTLE POINT SCHOOL DISTRICT NO.41  
83 NEAH-KAH-NIE DISTRICT NO.56  
84 NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
85 NOBEL LEARNING COMMUNITIES  
86 NORTH BEND SCHOOL DISTRICT 13  
87 NORTH CLACKAMAS SCHOOL DISTRICT  
88 NORTH SANTIAM SCHOOL DISTRICT 29J  
89 NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH  
90 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
91 NYSSA SCHOOL DISTRICT NO. 26

- 92 ONTARIO MIDDLE SCHOOL
- 93 OREGON TRAIL SCHOOL DISTRICT NO.46
- 94 OUR LADY OF THE LAKE SCHOOL
- 95 PHILOMATH SCHOOL DISTRICT
- 96 PHOENIX-TALENT SCHOOL DISTRICT NO.4
- 97 PORTLAND ADVENTIST ACADEMY
- 98 PORTLAND JEWISH ACADEMY
- 99 PORTLAND PUBLIC SCHOOLS
- 100 RAINIER SCHOOL DISTRICT
- 101 REDMOND PROFICIENCY ACADEMY
- 102 REDMOND SCHOOL DISTRICT
- 103 REEDSPORT SCHOOL DISTRICT
- 104 REYNOLDS SCHOOL DISTRICT
- 105 ROGUE RIVER SCHOOL DISTRICT NO.35
- 106 ROSEBURG PUBLIC SCHOOLS
- 107 SALEM-KEIZER PUBLIC SCHOOLS
- 108 Santiam Canyon SD 129J
- 109 SCAPPOOSE SCHOOL DISTRICT 1J
- 110 SEASIDE SCHOOL DISTRICT 10
- 111 SEVEN PEAKS SCHOOL
- 112 Sheridan School District 48J
- 113 SHERWOOD SCHOOL DISTRICT 88J
- 114 SILVER FALLS SCHOOL DISTRICT
- 115 SIUSLAW SCHOOL DISTRICT
- 116 SOUTH COAST EDUCATION SERVICE DISTRICT
- 117 SOUTH LANE SCHOOL DISTRICT 45J3
- 118 SOUTH UMPQUA SCHOOL DISTRICT #19
- 119 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
- 120 SOUTHWEST CHARTER SCHOOL
- 121 SPRINGFIELD SCHOOL DISTRICT NO.19
- 122 St. Mary Catholic School
- 123 St. Paul School District
- 124 STANFIELD SCHOOL DISTRICT
- 125 SWEET HOME SCHOOL DISTRICT NO.55
- 126 THE CATLIN GABEL SCHOOL
- 127 TIGARD-TUALATIN SCHOOL DISTRICT
- 128 UMATILLA-MORROW ESD
- 129 VERNONIA SCHOOL DISTRICT 47J
- 130 WEST HILLS COMMUNITY CHURCH
- 131 WEST LINN WILSONVILLE SCHOOL DISTRICT
- 132 WHITEAKER MONTESSORI SCHOOL
- 133 WILLAMETTE EDUCATION SERVICE DISTRICT
- 134 WILLAMINA SCHOOL DISTRICT
- 135 YONCALLA SCHOOL DISTRICT NO.32

**Registered NonProfit and Other in OR**

- 1 211INFO
- 2 ACUMENTRA HEALTH
- 3 ADDICTIONS RECOVERY CENTER, INC
- 4 All God's Children International
- 5 ALLFOURONE/CRESTVIEW CONFERENCE CTR.
- 6 ALVORD-TAYLOR INDEPENDENT LIVING SERVICES

7 ALZHEIMERS NETWORK OF OREGON  
8 ASHLAND COMMUNITY HOSPITAL  
9 ATHENA LIBRARY FRIENDS ASSOCIATION  
10 BARLOW YOUTH FOOTBALL  
11 BAY AREA FIRST STEP, INC.  
12 BENTON HOSPICE SERVICE  
13 BETHEL CHURCH OF GOD  
14 BIRCH COMMUNITY SERVICES, INC.  
15 BLACHLY LANE ELECTRIC COOPERATIVE  
16 BLIND ENTERPRISES OF OREGON  
17 Bob Belloni Ranch, Inc.  
18 BONNEVILLE ENVIRONMENTAL FOUNDATION  
19 BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA  
20 BROAD BASE PROGRAMS INC.  
21 CANBY FOURSQUARE CHURCH  
22 CANCER CARE RESOURCES  
23 CASCADIA BEHAVIORAL HEALTHCARE  
24 CASCADIA REGION GREEN BUILDING COUNCIL  
25 CATHOLIC CHARITIES  
26 CATHOLIC COMMUNITY SERVICES  
27 CENTER FOR COMMUNITY CHANGE  
28 CENTER FOR RESEARCH TO PRACTICE  
29 CENTRAL BIBLE CHURCH  
30 CENTRAL CITY CONCERN  
31 CENTRAL DOUGLAS COUNTY FAMILY YMCA  
32 CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK  
33 CHILDPEACE MONTESSORI  
34 CITY BIBLE CHURCH  
35 CLACKAMAS RIVER WATER  
36 CLASSROOM LAW PROJECT  
37 Clatskanie People's Utility District  
38 COAST REHABILITATION SERVICES  
39 Coastal Family Health Center  
40 COLLEGE HOUSING NORTHWEST  
41 COLUMBIA COMMUNITY MENTAL HEALTH  
42 COMMUNITY ACTION ORGANIZATION  
43 COMMUNITY ACTION TEAM, INC.  
44 COMMUNITY CANCER CENTER  
45 COMMUNITY HEALTH CENTER, INC  
46 COMMUNITY VETERINARY CENTER  
47 CONFEDERATED TRIBES OF GRAND RONDE  
48 CONSERVATION BIOLOGY INSTITUTE  
49 CONTEMPORARY CRAFTS MUSEUM AND GALLERY  
50 CORVALLIS MOUNTAIN RESCUE UNIT  
51 COVENANT CHRISTIAN HOOD RIVER  
52 COVENANT RETIREMENT COMMUNITIES  
53 DECISION SCIENCE RESEARCH INSTITUTE, INC.  
54 DELIGHT VALLEY CHURCH OF CHRIST  
55 DOGS FOR THE DEAF, INC.  
56 DOUGLAS ELECTRIC COOPERATIVE, INC.  
57 EAST HILL CHURCH

58 EAST SIDE FOURSQUARE CHURCH  
59 EAST WEST MINISTRIES INTERNATIONAL  
60 EDUCATIONAL POLICY IMPROVEMENT CENTER  
61 ELMIRA CHURCH OF CHRIST  
62 EMERALD PUD  
63 EMMAUS CHRISTIAN SCHOOL  
64 EN AVANT, INC.  
65 ENTERPRISE FOR EMPLOYMENT AND EDUCATION  
66 EUGENE BALLET COMPANY  
67 EUGENE SYMPHONY ASSOCIATION, INC.  
68 EUGENE WATER & ELECTRIC BOARD  
69 EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.  
70 FAIR SHARE RESEARCH AND EDUCATION FUND  
71 FAITH CENTER  
72 FAITHFUL SAVIOR MINISTRIES  
73 FAMILIES FIRST OF GRANT COUNTY, INC.  
74 FANCONI ANEMIA RESEARCH FUND INC.  
75 FARMWORKER HOUSING DEV CORP  
76 FIRST CHURCH OF THE NAZARENE  
77 FIRST UNITARIAN CHURCH  
78 FORD FAMILY FOUNDATION  
79 FOUNDATIONS FOR A BETTER OREGON  
80 FRIENDS OF THE CHILDREN  
81 GATEWAY TO COLLEGE NATIONAL NETWORK  
82 GOAL ONE COALITION  
83 GOLD BEACH POLICE DEPARTMENT  
84 GOOD SHEPHERD COMMUNITIES  
85 Good Shepherd Medical Center  
86 GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES  
87 GRACE BAPTIST CHURCH  
88 GRANT PARK CHURCH  
89 GRANTS PASS MANAGEMENT SERVICES, DBA  
90 GREATER HILLSBORO AREA CHAMBER OF COMMERCE  
91 HALFWAY HOUSE SERVICES, INC.  
92 HEARING AND SPEECH INSTITUTE INC  
93 HELP NOW! ADVOCACY CENTER  
94 HIGHLAND HAVEN  
95 HIGHLAND UNITED CHURCH OF CHRIST  
96 HIV ALLIANCE, INC  
97 HOUSING AUTHORITY OF LINCOLN COUNTY  
98 HOUSING AUTHORITY OF PORTLAND  
99 HOUSING NORTHWEST  
100 Independent Development Enterprise Alliance  
101 INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON  
102 INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION  
103 INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION  
104 InventSuccess  
105 IRCO  
106 JASPER MOUNTAIN  
107 JUNIOR ACHIEVEMENT  
108 KLAMATH HOUSING AUTHORITY

109 LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER  
110 LA GRANDE UNITED METHODIST CHURCH  
111 Lane Council of Governments  
112 LANE ELECTRIC COOPERATIVE  
113 LANE MEMORIAL BLOOD BANK  
114 LANECO FEDERAL CREDIT UNION  
115 LAUREL HILL CENTER  
116 LIFEWORKS NW  
117 LIVING WAY FELLOWSHIP  
118 LOAVES & FISHES CENTERS, INC.  
119 LOCAL GOVERNMENT PERSONNEL INSTITUTE  
120 LOOKING GLASS YOUTH AND FAMILY SERVICES  
121 MACDONALD CENTER  
122 MAKING MEMORIES BREAST CANCER FOUNDATION, INC.  
123 MARION COUNTY HOUSING AUTHORITY  
124 Mental Health for Children, Inc.  
125 METRO HOME SAFETY REPAIR PROGRAM  
126 METROPOLITAN FAMILY SERVICE  
127 MID COLUMBIA COUNCIL OF GOVERNMENTS  
128 MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL  
129 MID-COLUMBIA CENTER FOR LIVING  
130 MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC  
131 MORNING STAR MISSIONARY BAPTIST CHURCH  
132 MORRISON CHILD AND FAMILY SERVICES  
133 MOSAIC CHURCH  
134 NAMI of Washington County  
135 NAMI OREGON  
136 NATIONAL PSORIASIS FOUNDATION  
137 NATIONAL WILD TURKEY FEDERATION  
138 NEW AVENUES FOR YOUTH INC  
139 NEW BEGINNINGS CHRISTIAN CENTER  
140 NEW HOPE COMMUNITY CHURCH  
141 NEWBERG FRIENDS CHURCH  
142 NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY  
143 North Pacific District of Foursquare Churches  
144 NORTHWEST ENERGY EFFICIENCY ALLIANCE  
145 NORTHWEST FOOD PROCESSORS ASSOCIATION  
146 NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE  
147 NORTHWEST REGIONAL EDUCATIONAL LABORATORY  
148 NORTHWEST YOUTH CORPS  
149 OCHIN  
150 OHSU FOUNDATION  
151 OLIVET BAPTIST CHURCH  
152 OMNIMEDIX INSTITUTE  
153 OPEN MEADOW ALTERNATIVE SCHOOLS, INC.  
154 OREGON BALLET THEATRE  
155 OREGON CITY CHURCH OF THE NAZARENE  
156 OREGON COAST COMMUNITY ACTION  
157 OREGON DEATH WITH DIGNITY  
158 OREGON DONOR PROGRAM  
159 OREGON EDUCATION ASSOCIATION



160 OREGON ENVIRONMENTAL COUNCIL  
 161 OREGON LIONS SIGHT & HEARING FOUNDATION  
 162 OREGON MUSUEM OF SCIENCE AND INDUSTRY  
 163 OREGON PROGRESS FORUM  
 164 OREGON REPERTORY SINGERS  
 165 Oregon Research Institute  
 166 OREGON STATE UNIVERSITY ALUMNI ASSOCIATION  
 167 OREGON SUPPORTED LIVING PROGRAM  
 168 OSLC COMMUNITY PROGRAMS  
 169 OUTSIDE IN  
 170 OUTSIDE IN  
 171 PACIFIC CASCADE FEDERAL CREDIT UNION  
 172 PACIFIC FISHERY MANAGEMENT COUNCIL  
 173 PACIFIC INSTITUTES FOR RESEARCH  
 174 PACIFIC STATES MARINE FISHERIES COMMISSION  
 175 PARALYZED VETERANS OF AMERICA  
 176 PARTNERSHIPS IN COMMUNITY LIVING, INC.  
 177 PENDLETON ACADEMIES  
 178 PENTAGON FEDERAL CREDIT UNION  
 179 PLANNED PARENTHOOD OF SOUTHWESTERN OREGON  
 180 PORT CITY DEVELOPMENT CENTER  
 181 PORTLAND ART MUSEUM  
 182 PORTLAND BUSINESS ALLIANCE  
 183 PORTLAND HABILITATION CENTER, INC.  
 184 Portland Oregon Visitors Association  
 185 PORTLAND SCHOOLS FOUNDATION  
 186 PORTLAND WOMENS CRISIS LINE  
 187 PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND  
 188 PRINGLE CREEK SUSTAINABLE LIVING CENTER  
 189 PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL  
 190 PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.  
 191 QUADRIPLIGICS UNITED AGAINST DEPENDENCY, INC.  
 192 REBUILDING TOGETHER - PORTLAND INC.  
 193 REGIONAL ARTS AND CULTURE COUNCIL  
 194 RELEVANT LIFE CHURCH  
 195 RENEWABLE NORTHWEST PROJECT  
 196 ROGUE FEDERAL CREDIT UNION  
 197 ROSE VILLA, INC.  
 198 SACRED HEART CATHOLIC DAUGHTERS  
 199 SAIF CORPORATION  
 200 SAINT ANDREW NATIVITY SCHOOL  
 201 SAINT CATHERINE OF SIENA CHURCH  
 202 SAINT JAMES CATHOLIC CHURCH  
 203 Salem Academy  
 204 SALEM ALLIANCE CHURCH  
 205 SALEM ELECTRIC  
 206 SALMON-SAFE INC.  
 207 SCIENCEWORKS  
 208 SE WORKS  
 209 SECURITY FIRST CHILD DEVELOPMENT CENTER  
 210 SELF ENHANCEMENT INC.

- 211 SERENITY LANE
- 212 SEXUAL ASSAULT RESOURCE CENTER
- 213 SHELTERCARE
- 214 SHERIDAN JAPANESE SCHOOL FOUNDATION
- 215 SHERMAN DEVELOPMENT LEAGUE, INC.
- 216 SILVERTON AREA COMMUNITY AID
- 217 SISKIYOU INITIATIVE
- 218 SMART
- 219 SOCIAL VENTURE PARTNERS PORTLAND
- 220 SONRISE CHURCH
- 221 SOUTH COAST HOSPICE, INC.
- 222 SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
- 223 SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
- 224 SOUTHERN OREGON HUMANE SOCIETY
- 225 SPARC ENTERPRISES
- 226 SPIRIT WIRELESS
- 227 SPONSORS, INC.
- 228 SPOTLIGHT THEATRE OF PLEASANT HILL
- 229 SPRINGFIELD UTILITY BOARD
- 230 ST VINCENT DE PAUL
- 231 ST. ANTHONY CHURCH
- 232 ST. ANTHONY SCHOOL
- 233 ST. MARYS OF MEDFORD, INC.
- 234 St. Matthew Catholic School
- 235 ST. VINCENT DEPAUL OF LANE COUNTY
- 236 STAND FOR CHILDREN
- 237 STAR OF HOPE ACTIVITY CENTER INC.
- 238 Store to Door
- 239 Street Ministry
- 240 SUMMIT VIEW COVENANT CHURCH
- 241 SUNNYSIDE FOURSQUARE CHURCH
- 242 SUNRISE ENTERPRISES
- 243 SUSTAINABLE NORTHWEST
- 244 TENAS ILLAHEE CHILDCARE CENTER
- 245 The Dreaming Zebra Foundation
- 246 THE EARLY EDUCATION PROGRAM, INC.
- 247 The International School
- 248 THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
- 249 THE NEXT DOOR
- 250 THE OREGON COMMUNITY FOUNDATION
- 251 THE SALVATION ARMY - CASCADE DIVISION
- 252 TILLAMOOK CNTY WOMENS CRISIS CENTER
- 253 TILLAMOOK ESTUARIES PARTNERSHIP
- 254 TOUCHSTONE PARENT ORGANIZATION
- 255 TRAILS CLUB
- 256 TRAINING EMPLOYMENT CONSORTIUM
- 257 TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
- 258 TRILLIUM FAMILY SERVICES, INC.
- 259 UMPQUA COMMUNITY DEVELOPMENT CORPORATION
- 260 UNION GOSPEL MISSION
- 261 UNITED CEREBRAL PALSY OF OR AND SW WA

- 262 UNITED WAY OF THE COLUMBIA WILLAMETTE
- 263 US CONFERENCE OF MENONNITE BRETHREN CHURCHES
- 264 US FISH AND WILDLIFE SERVICE
- 265 USAGENCIES CREDIT UNION
- 266 VERMONT HILLS FAMILY LIFE CENTER
- 267 Viking Sal Senior Center
- 268 VIRGINIA GARCIA MEMORIAL HEALTH CENTER
- 269 VOLUNTEERS OF AMERICA OREGON
- 270 WE CARE OREGON
- 271 WESTERN RIVERS CONSERVANCY
- 272 WESTERN STATES CENTER
- 273 WESTSIDE BAPTIST CHURCH
- 274 WHITE BIRD CLINIC
- 275 WILD SALMON CENTER
- 276 WILLAMETTE FAMILY
- 277 WILLAMETTE LUTHERAN HOMES, INC
- 278 WILLAMETTE VIEW INC.
- 279 Women's Safety & Resource Center
- 280 WOODBURN AREA CHAMBER OF COMMERCE
- 281 WORD OF LIFE COMMUNITY CHURCH
- 282 WORKSYSTEMS INC
- 283 YOUTH GUIDANCE ASSOC.
- 284 YWCA SALEM

**Registered Special/Independent in OR**

- 1 Banks Fire District #13
- 2 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
- 3 CHEHALEM PARK AND RECREATION DISTRICT
- 4 COLUMBIA 911 COMMUNICATIONS DISTRICT
- 5 GLENDALE RURAL FIRE DISTRICT
- 6 HOODLAND FIRE DISTRICT NO.74
- 7 KLAMATH COUNTY 9-1-1
- 8 LANE EDUCATION SERVICE DISTRICT
- 9 LANE TRANSIT DISTRICT
- 10 METROPOLITAN EXPOSITION-RECREATION COMMISSION
- 11 NW POWER POOL
- 12 OAK LODGE WATER DISTRICT
- 13 PORT OF SIUSLAW
- 14 PORT OF ST HELENS
- 15 REGIONAL AUTOMATED INFORMATION NETWORK
- 16 SALEM AREA MASS TRANSIT DISTRICT
- 17 THE PORT OF PORTLAND
- 18 TUALATIN HILLS PARK AND RECREATION DISTRICT
- 19 TUALATIN VALLEY WATER DISTRICT
- 20 UNION SOIL & WATER CONSERVATION DISTRICT
- 21 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
- 22 WILLAMALANE PARK AND RECREATION DISTRICT

**Registered State Agencies in OR**

- 1 BOARD OF MEDICAL EXAMINERS
- 2 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
- 3 OFFICE OF THE STATE TREASURER
- 4 OREGON BOARD OF ARCHITECTS

- 5 OREGON CHILD DEVELOPMENT COALITION
- 6 OREGON DEPARTMENT OF EDUCATION
- 7 OREGON DEPARTMENT OF FORESTRY
- 8 OREGON DEPT OF TRANSPORTATION
- 9 OREGON DEPT. OF EDUCATION
- 10 OREGON LOTTERY
- 11 OREGON OFFICE OF ENERGY
- 12 OREGON STATE BOARD OF NURSING
- 13 OREGON STATE DEPT OF CORRECTIONS
- 14 OREGON STATE POLICE
- 15 OREGON TOURISM COMMISSION
- 16 OREGON TRAVEL INFORMATION COUNCIL
- 17 SANTIAM CANYON COMMUNICATION CENTER
- 18 SEIU LOCAL 503, OPEU

**Registered Counties and Parishes in HI**

- CITY AND COUNTY OF HONOLULU
- 1 BOARD OF WATER SUPPLY
- 2 COUNTY OF HAWAII
- 3 MAUI COUNTY COUNCIL

**Registered Higher Education in HI**

- 1 ARGOSY UNIVERSITY
- 2 BRIGHAM YOUNG UNIVERSITY - HAWAII
- 3 COLLEGE OF THE MARSHALL ISLANDS
- 4 HAWAII PACIFIC UNIVERSITY
- 5 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
- 6 UNIVERSITY OF HAWAII AT MANOA

**Registered K-12 in HI**

- 1 CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
- 2 EMMANUAL LUTHERAN SCHOOL
- 3 HANAHAU'OLI SCHOOL
- 4 HAWAII TECHNOLOGY ACADEMY
- 5 ISLAND SCHOOL
- 6 KAMEHAMEHA SCHOOLS
- 7 KE KULA O S. M. KAMAKAU
- 8 MARYKNOLL SCHOOL
- 9 PACIFIC BUDDHIST ACADEMY

**Registered NonProfit and Other in HI**

- 1 ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
- 2 ALOHACARE
- 3 AMERICAN LUNG ASSOCIATION
- 4 ASSOSIATION OF OWNERS OF KUKUI PLAZA
- 5 BISHOP MUSEUM
- 6 BUILDING INDUSTRY ASSOCIATION OF HAWAII
- 7 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
- 8 EAH, INC.
- 9 EASTER SEALS HAWAII
- 10 GOODWILL INDUSTRIES OF HAWAII, INC.
- 11 HABITAT FOR HUMANITY MAUI
- 12 HALE MAHAOLU
- 13 HAROLD K.L. CASTLE FOUNDATION
- 14 HAWAII AGRICULTURE RESEARCH CENTER

- 15 Hawaii Carpenters Market Recovery Program Fund
- 16 HAWAII EMPLOYERS COUNCIL
- 17 HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
- 18 HAWAII STATE FCU
- 19 HONOLULU HABITAT FOR HUMANITY
- 20 IUPAT, DISTRICT COUNCIL 50
- 21 LANAKILA REHABILITATION CENTER INC.
- 22 LEEWARD HABITAT FOR HUMANITY
- 23 MAUI COUNTY FCU
- 24 MAUI ECONOMIC DEVELOPMENT BOARD
- 25 MAUI ECONOMIC OPPORTUNITY, INC.
- 26 MAUI FAMILY YMCA
- 27 NA HALE O MAUI
- 28 NA LEI ALOHA FOUNDATION
- 29 NETWORK ENTERPRISES, INC.
- 30 ORI ANUENUE HALE, INC.
- 31 PARTNERS IN DEVELOPMENT FOUNDATION
- 32 POLYNESIAN CULTURAL CENTER
- 33 PUNAHOU SCHOOL
- 34 Saint Louis School
- 35 ST. THERESA CHURCH
- 36 UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
- 37 W. M. KECK OBSERVATORY
- 38 WAIANAE COMMUNITY OUTREACH
- 39 WAILUKU FEDERAL CREDIT UNION
- 40 YMCA OF HONOLULU

**Registered State Agencies in HI**

- 1 ADMIN. SERVICES OFFICE
- 2 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
- 3 HAWAII HEALTH SYSTEMS CORPORATION
- 4 SOH- JUDICIARY CONTRACTS AND PURCH
- 5 STATE DEPARTMENT OF DEFENSE
- 6 STATE OF HAWAII
- 7 STATE OF HAWAII
- 8 STATE OF HAWAII, DEPT. OF EDUCATION

**Registered 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 CITY OF ALEXANDRIA
- 7 CITY OF BAKER POLICE DEPARTMENT
- 8 CITY OF BOSSIER
- 9 CITY OF COVINGTON
- 10 city of gretna
- 11 CITY OF HAMMOND
- 12 CITY OF KENNER
- 13 CITY OF LAKE CHARLES FIRE DEPT
- 14 CITY OF LEESVILLE
- 15 CITY OF MINDEN

- 16 CITY OF MONROE
- 17 CITY OF NEW ROADS
- 18 CITY OF PLAQUEMINE
- 19 CITY OF PORT ALLEN
- 20 CITY OF RUSTON
- 21 CITY OF SHREVEPORT
- 22 CITY OF SLIDELL
- 23 CITY OF VILLE PLATTE
- 24 CITY OF WEST MONROE
- 25 CITY OF WESTLAKE
- 26 CITY OF WINNFIELD
- 27 CITY OF WINNSBORO
- 28 DENHAM SPRINGS CITY MARSHAL
- 29 FIRE PROTECTION DIST. NO. 5
- 30 GREATER NEW ORLEANS EXPRESSWAY COMMISSION
- 31 GREATER NEW ORLEANS FOUNDATION
- 32 LOUISIANA PUBLIC EMPLOYEES COUNCIL 17 AFSCME AFL- CIO  
BUILDING CORP
- 33 MONROE CITY
- 34 PONCHATOULA POLICE DEPT.
- 35 RAYNE HOUSING AUTHORITY
- 36 Sewerage and Water Board of New Orleans
- 37 ST. BERNARD PARISH GOVERNMENT
- 38 TOWN OF ARCADIA
- 39 TOWN OF BENTON
- 40 TOWN OF CHURCH POINT
- 41 TOWN OF FARMERVILLE
- 42 TOWN OF GRAND ISLE
- 43 TOWN OF HAYNESVILLE
- 44 TOWN OF HOMER
- 45 TOWN OF JONESBORO
- 46 TOWN OF JONESVILLE
- 47 TOWN OF LEONVILLE
- 48 TOWN OF OLLA
- 49 TOWN OF PEARL RIVER
- 50 TOWN OF RAYVILLE
- 51 TOWN OF ROSEPINE
- 52 TOWN OF STERLINGTON
- 53 TOWN OF WATERPROOF
- 54 TOWN OF WHITE CASTLE
- 55 VILLAGE OF FENTON
- 56 VILLAGE OF FOREST HILL
- 57 VILLAGE OF PALMETTO

**Registered 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 BOSSIER PARISH ASSESSOR
- 7 BOSSIER PARISH CLERK OF CT

8 BOSSIER SHERIFFS DEPARTMENT  
9 CADDO PARISH COMMISSION  
10 CADDO PARISH TAX ASSESSOR  
11 CALDWELL PARISH CLERK OF COURT  
12 CALDWELL PARISH HOUSING AUTHORITY  
13 CATAHOULA PARISH POLICE JURY  
14 CITY OF OPELOUSAS  
15 CLAIBORNE PARISH POLICE JURY  
16 CONCORDIA PARISH POLICE JURY  
17 DESOTO PARISH EMS  
18 DESOTO PARISH POLICE JURY  
19 DESOTO PARISH TAX ASSESSOR  
20 EAST BATON ROUGE PARISH CLERK OF COURT  
21 EAST CENTRAL BOSSIER PARISH FIRE DISTRICT #1  
22 EAST FELICIANA PARISH SHERIFF OFFICE  
23 EVANGELINE PARISH SHERIFF DEPT.  
24 FIRE PROTECTION DISTRICT NO 1 OF TENSAS PARISH  
25 FRANKLIN ECONOMIC DEVELOPMENT FOUNDATION  
26 GRANT PARISH POLICE JURY  
27 GRANT PARISH SHERIFF  
28 IBERIA PARISH GOVERNMENT  
29 IBERVILLE PARISH COUNCIL  
30 JACKSON PARISH POLICE JURY  
31 JEFFERSON PARISH DISTRICT ATTORNEY  
32 JEFFERSON PARISH GOVERNMENT  
33 LA SALLE PARISH POLICE JURY  
34 LINCOLN PARISH LIBRARY  
35 MOREHOUSE PARISH POLICE JURY  
36 ORLEANS PARISH CRIMINAL SHERIFFS OFFICE  
37 OUACHITA MULTI-PURPOSE COMMUNITY ACTION PROGRAM, INC  
38 OUACHITA PARISH POLICE JURY  
39 OUACHITA PARISH POLICE JURY  
40 PLAQUEMINES PARISH GOVERNMENT  
41 POINTE COUPEE PARISH POLICE JURY  
42 RAPIDES PARISH LIBRARY  
43 RAPIDES PARISH POLICE JURY  
44 RICHLAND PARISH LIBRARY  
45 RICHLAND PARISH SHERIFF DEPARTMENT  
46 SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION  
47 ST JOHNS THE BAPTIST PARISH  
48 ST LANDRY PARISH SHERIFF DEPT  
49 ST TAMMANY FIRE DISTRICT 4  
50 ST. BERNARD PARISH ADULT DRUG COURT  
51 ST. CHARLES PARISH  
52 ST. MARY PARISH GOVERNMENT  
53 St. Tammany Parish Assessor  
54 SULPHUR PARKS AND RECREATION  
55 TANGIPAHOA MOSQUITO ABATEMENT DISTRICT  
56 TENSAS PARISH POLICE JURY  
57 THIRD JUDICIAL DISTRICT COURT  
58 UNION PARISH HOMELAND SECURITY

- 59 WEBSTER PARISH POLICE JURY
- 60 WEST CARROLL PARISH SHERIFFS DEPT.
- 61 WEST FELICIANA COMMUNICATIONS DISTRICT
- 62 WINN PARISH DISTRICT ATTORNEY
- 63 WINN PARISH POLICE JURY

**Registered Higher Education in LA**

- 1 CAMERON COLLEGE
- 2 CENTENARY COLLEGE OF LOUISIANA
- 3 COMPASS CAREER COLLEGE
- 4 DELGADO COMMUNITY COLLEGE
- 5 DILLARD UNIVERSITY
- 6 GRETNA CAREER COLLEGE
- 7 LOUISIANA STATE UNIVERSITY
- 8 LOUISIANA TECHNICAL COLLEGE
- 9 LOYOLA UNIVERSITY OF NEW ORLEANS
- 10 LSUHSC - SHREVEPORT
- 11 NEW ORLEANS BAPTIST THEOLOGICAL SEMINARY
- 12 NOTRE DAME SEMINARY
- 13 OUR LADY OF HOLY CROSS COLLEGE
- 14 SOUTH LA COMMUNITY COLLEGE
- 15 SOUTHEASTERN LOUISIANA UNIVERSITY
- 16 SOUTHERN UNIVERSITY
- 17 THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND
- 18 THE ART STATION

**Registered K-12 in LA**

- 1 ACADEMY OF THE SACRED HEART
- 2 ACADIA PARISH SCHOOL BOARD
- 3 Alexandria Country Day School
- 4 ARCHBISHOP RUMMEL HIGH SCHOOL
- 5 Archbishop Shaw High School
- 6 AVOYELLES PARISH SCHOOL BOARD
- 7 BEAUREGARD PARISH SCHOOL BOARD
- 8 BOSSIER PARISH SCHOOL BOARD
- 9 Bossier Parish School Board (BPSB)
- 10 CADDO PARISH MAGNET HIGH SCHOOL
- 11 CADDO PARISH SCHOOLS
- 12 CALCASIEU PARISH SCHOOL SYSTEM
- 13 CATAHOULA PARISH SCHOOL BOARD
- 14 CATHOLIC HIGH SCHOOL
- 15 CATHOLIC OF POINTE COUPEE SCHOOL
- 16 Cedar Creek School
- 17 CENTRAL PRIVATE SCHOOL
- 18 CENTRAL SCHOOL CORP.
- 19 CHILDREN'S CHARTER MIDDLE SCHOOL
- 20 CLAIBORNE PARISH SCHOOL BOARD
- 21 DARBONNE WOODS CHARTER SCHOOL, INC.
- 22 DELHI CHARTER SCHOOL
- 23 DeSoto Parish School Board
- 24 DIOCESE OF LAFAYETTE
- 25 E.D. WHITE CATHOLIC HIGH
- 26 EAST CARROLL PARISH SCHOOL BOARD



- 27 EPISCOPAL HIGH SCHOOL OF BATON ROUGE
- 28 EXCELSIOR CHRISTIAN SCHOOL
- 29 GRACE LUTHERAN CHURCH AND EARLY CHILDHOOD CENTER
- 30 HOLY TRINITY LUTHERAN CHURCH AND SCHOOL
- 31 HOSANNA FIRST ASSEMBLY OF GOD
- 32 IBERVILLE PARISH SCHOOL BOARD
- 33 JACKSON PARISH SCHOOL BOARD
- 34 JEFFERSON DAVIS PARISH SCHOOL BOARD
- 35 JEFFERSON PARISH SCHOOL BOARD
- 36 JESUS THE GOOD SHEPHERD SCHOOL
- 37 LAFAYETTE PARISH SCHOOL SYSTEM
- 38 LINCOLN PARISH SCHOOL BOARD
- 39 LITTLE ANGELS SCHOOL AND DAY CARE
- 40 LIVINGSTON PARISH PUBLIC SCHOOLS
- 41 LORANGER HIGH SCHOOL FOOTBALL
- 42 MADISON PARISH SCHOOL BOARD
- 43 MENTORSHIP ACADEMY
- 44 MONROE CITY SCHOOLS
- 45 MOREHOUSE PARISH SCHOOL BOARD
- 46 NEWELLTON ELEMENTARY SCHOOL
- 47 NORTHEAST BAPTIST SCHOOL
- 48 OAK FOREST ACADEMY
- 49 OPELOUSAS CATHOLIC SCHOOL
- 50 OUACHITA PARISH SCHOOL BOARD
- 51 Parkview Baptist
- 52 Recovery School District
- 53 RICHLAND PARISH SCHOOL BOARD
- 54 RIVERSIDE ACADEMY
- 55 ST JOSEPH THE WORKER
- 56 ST LANDRY PARISH SCHOOL BOARD
- 57 ST MARY'S DOMINICAN HS
- 58 ST. AMANT HIGH SCHOOL
- 59 ST. AUGUSTINE HIGH SCHOOL
- 60 ST. BERNARD PARISH PUBLIC SCHOOL DISTRICT
- 61 ST. CLETUS SCHOOL
- 62 ST. DOMINIC SCHOOL
- 63 ST. JOAN OF ARC SCHOOL
- 64 ST. JOHN ELEMENTARY/MIDDLE SCHOOL
- 65 ST. MARIA GORETTI CHURCH
- 66 ST. PIUS X SCHOOL
- 67 St.Mary Parish School Board
- 68 STATE DEPARTMENT OF EDUCATION
- 69 TANGIPAHOA PARISH SCHOOL SYSTEM
- 70 THE DUNHAM SCHOOL
- 71 UNION PARISH SCHOOL BOARD
- 72 VERMILION PARISH SCHOOL BOARD
- 73 VERNON PARISH SCHOOL BOARD
- 74 VIDALIA JUNIOR HIGH SCHOOL
- 75 VISITATION OF OUR LADY CATHOLIC SCHOOL
- 76 WEST BATON ROUGE PARISH SCHOOL BOARD
- 77 WEST CARROLL PARISH SCHOOL BOARD

78 WESTMINSTER CHRISTIAN ACADEMY  
 79 WINN PARISH SCHOOL BOARD

Registered NonProfit and Other in LA

- 1 A AND B NOTARY
- 2 ACI ST JOHN LLC
- 3 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 ASSOCIATED PROFESSIONAL EDUCATORS OF LOUISIANA
- 11 AVOYELLES PROGRESS ACTION COMMITTEE, INC
- 12 BARKSDALE FEDERAL CREDIT UNION
- 13 BARKSDALE UNITED METHODIST CHURCH
- 14 Baton Rouge Children's Advocacy Center
- 15 Beginners Mind Inc
- 16 BENTON UNITED METHODIST CHURCH
- 17 BONITA ROAD BAPTIST CHURCH
- 18 BOOST FOUNDATION, INC.
- 19 BOSSIER CHAMBER OF COMMERCE
- 20 BOSSIER PARISH MAXIMUM SECURITY JAIL
- 21 BOY SCOUTS OF AMERICA
- 22 BROADMOOR CHRISTIAN CHURCH
- 23 BROADMOOR PRESBYTERIAN CHURCH
- 24 BROADMOOR UNITED METHODIST PRESCHOOL
- 25 CAJUNDOME
- 26 CALLAWAY ENTERPRISES
- 27 CALVARY BAPTIST CHURCH
- 28 CAPITAL CITY PRESS
- 29 CENLA AREA AGENCY ON AGING, INC.
- 30 CENLA COMMUNITY ACTION COMMITTEE, INC.
- 31 CENTRAL ASSEMBLY OG GOD
- 32 CENTRAL CITY EOC
- 33 CHILDREN'S HOSPITAL
- 34 CHITIMACHA TRIBE OF LOUISIANA
- 35 CHRISTVIEW CHRISTIAN CHURCH
- 36 CITY OF FAITH PRISON MINISTRIES, INC.
- 37 COMITE BAPTIST CHURCH
- 38 COMMITTEE FOR PLAQUEMINES RECOVERY
- 39 COMMUNITY SUPPORT PROGRAMS, INC.
- 40 COOK BAPTIST CHURCH
- 41 Cornerstone Church of Zachary Inc
- 42 CROSSPOINT BAPTIST CHURCH
- 43 CROSSROADS CHURCH
- 44 DEMCO
- 45 DESOTO PARISH LIBRARY
- 46 DISABLED VETERNS OF LA CHAPTER 4
- 47 EASTER SEALS LOUISIANA
- 48 ELDERCARE SUPPORT SERVICES

49 ELIZABETH BAPTIST CHURCH  
50 EMMANUEL BAPTIST CHURCH  
51 EMMANUEL BAPTIST CHURCH  
52 EMMANUEL BAPTIST CHURCH  
53 EMMANUEL MISSIONARY BAPTIST CHURCH  
54 EVANGELINE BAPTIST CHURCH  
55 FAITH TABERNACLE CHURCH  
56 FAMILY MEDICAL CLINIC OF MER ROUGE  
57 FAMILY RESOURCES OF NEW ORLEANS  
58 FAMILY WORSHIP CENTER CHURCH INC  
59 FIRST APOSTOLIC CHURCH  
60 FIRST BAPTIST CHURCH  
61 FIRST BAPTIST CHURCH  
62 FIRST BAPTIST CHURCH  
63 FIRST BAPTIST CHURCH COVINGTON  
64 FIRST BAPTIST CHURCH RUSTON  
65 FIRST CHURCH OF GOD IN OAK GROVE, INC.  
66 FIRST UNITED METHODIST CHURCH  
67 FRANKLIN MEDICAL CENTER  
68 FROM BONDAGE TO FREEDOM  
69 G B COOLEY SERVICES  
70 GIRL SCOUTS OF LA - PINES TO GULF  
71 Girls Scouts Louisiana East  
72 Go Care  
73 GOOD SAMARITANS OF FRANKLIN  
74 GRACE COMMUNITY CHURCH  
75 GRACE EPISCOPAL CHURCH  
76 GRACE LIFE FELLOWSHIP  
77 GREATER ELIZABETH BAPTIST CHURCH  
78 GREATER HOPE BAPTIST CHURCH  
79 GREATER OUACHITA WATER COMPANY  
80 GULF COAST HOUSING PARTNERSHIP  
81 HANDS ON NETWORK  
82 HARVEST CHURCH  
83 HAVEN NURSING CENTER, INC.  
84 HAVEN REHABILITATION CENTER, INC.  
85 HEALING PLACE CHURCH  
86 HEBRON BAPTIST CHURCH  
87 HOPEWELL BAPTIST CHURCH  
88 HOSANNA LUTHERAN CHURCH  
89 HOSPITAL SERVICE DISTRICT NO.1, D/B/A TRI-WARD  
90 HOUSING AUTHORITY OF BOSSIER CITY  
91 HOUSING AUTHORITY OF JEFFERSON PARISH  
92 IBERIA MEDICAL CENTER  
93 IBTS  
94 IFA CHURCH  
95 ISTROUMA AREA COUNCIL OF BOY SCOUTS  
96 JACKSON PARISH HOSPITAL  
97 Jefferson Chamber of Commerce  
98 JEWISH FEDERATION OF GREATER BATON ROUGE  
99 K AND S CHILDHOOD DEVELOPMENT CENTER

100 KING OF KINGS EVANGELICAL LUTHERAN CHURCH  
101 KIWANIS INTERNATIOINAL  
102 LA ASSEMBLY OF THE CHURCH OF GOD  
103 LA ASSOCIATION COMMUNITY ACTION PARTNERSHIPS  
104 LA ONE CALL  
105 LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION  
106 LAFAYETTE TEEN COURT, INC  
107 LAKE BETHLEHEM BAPTIST CHURCH  
108 LAKESIDE BAPTIST CHURCH  
109 LAKESIDE DAY CARE  
110 LANE CHAPEL CME  
111 LEWIS CME  
112 LINCOLN GENERAL HOSPITAL  
113 LITTLE THEATRE OF MONROE, INC.  
114 LITTLE UNION BAPTIST CHURCH  
115 LIVINGSTON PARISH CHAMBER OF COMMERCE  
116 LIVINGSTON PARISH PRESIDENT-COUNCIL  
117 LMHA - LOUISIANA MANUFACTURED HOUSING ASSOCIATION  
118 LOD AND CAROL COOK CONFERENCE CENTER AND HOTEL  
119 LOUIS INFANT CRISIS CENTER  
120 LOUISIANA ASSOCIATION OF HEALTH PLANS  
121 LOUISIANA DISTRICT ATTORNEYS ASSOCIATION  
122 LOUISIANA FAMILY FORUM  
123 LOUISIANA HEALTH CARE QUALITY FORUM  
124 Louisiana Hemopheilia Foundation Inc  
125 LOUISIANA REALTORS ASSOCIATION  
126 LOUISIANA SPCA  
127 Louisiana Workforce LLC  
128 LOUISISANA HIGH SCHOOL ATHLETIC ASSOCIATION  
129 MACEDONIA MISSIONS, INC.  
130 MACON ECONOMIC OPPORTUNITY  
131 MARION BAPTIST CHURCH  
132 MARY BIRD CANCER CENTER  
133 MCIO HEAD START  
134 METRO/REGIONAL BUSINESS INCUBATOR  
135 MEYERS MEMORIAL CHAPEL  
136 MIRACLE PLACE CHURCH  
137 MOREHOUSE GENERAL HOSPITAL  
138 MORGAN CITY HOUSING AUTHORITY  
139 MORING STAR BAPTIST CHURCH  
140 MOUNT CANAAN MISSIONARY BAPTIST CHURCH  
141 MOUNT HERMON BAPTIST CHURCH  
142 MT. PLEASANT COMMUNITY DEVELOPMENT CORP. INC.  
143 MT. SINAI MBC  
144 MT. VERNON BAPTIST CHURCH  
145 MT. ZION CME CHURCH  
146 MW PRINCE HALL MASONIC HALL TEMPLE  
147 NALC BRANCH 136  
148 NATIONAL SAFETY COUNCIL  
149 Nativity of Our Lady Church  
150 NEW BEGINNINGS CDC

151 NEW CHAPEL HILL BAPTIST CHURCH  
152 NEW DAUGHTERS OF ZION MISSIONARY BAPTIST CHURCH IN  
153 NEW GENERATIONS CHURCH OF MONROE, INC  
154 NEW GREENWOOD BAPTIST CHURCH  
155 new home ministries  
156 NEW HORIZONS  
157 NEW TABERNACLE BAPTIST CHURCH  
158 NEW TESTAMENT UNITED PENTECOSTAL CHURCH  
159 NORTH CADDO MEDICAL CENTER  
160 NORTHWEST LOUISIANA LIONS EYE BANK  
161 NSU CHILD AND FAMILY NETWORK  
162 ODYSSEY HOUSE LOUISIANA, INC.  
163 OLIVE BRANCH BAPTIST CHURCH  
164 OPEN DOOR BAPTIST CHURCH  
165 Ouachita Baptist Church  
166 Our Lady of Perpetual Help Catholic Church  
167 OUR LADY OF PROMPT SUCCOR CHURCH  
168 PARKVIEW BAPTIST CHURCH  
169 PCPFHF  
170 PCSS  
171 PEACEFUL REST BAPTIST CHURCH  
172 PENIEL BAPTIST CHURCH  
173 PHILADELPHIA BAPTIST CHURCH  
174 PINE BELT MULTI-PURPOSE COMMUNITY ACTION AGENCY  
175 PLEASANT VALLEY UNC  
176 PLEASEAN HILL BAPTIST CHURCH  
177 POLICE JURY ASSOCIATION OF LOUISIANA  
178 PONCHATOU LA AREA RECREATION DISTRICT NO.1  
179 PRESBYTERIAN CHURCH OF RUSTON  
180 PRIDE COMMUNITY ASSOCIATION  
181 PROVIDENCE HOUSE  
182 RAPIDES PRIMARY HEALTH CARE CENTER  
183 REPUBLICAN PARTY OF LA  
184 RIDGE AVENUE BAPTIST CHURCH  
185 ROMAN CATHOLIC CHURCH OF THE DIOCESE OF BATON ROUGE  
186 SEEKER SPRINGS MINISTRY CENTER  
187 SHOWERS OF BLESSING MINISTRIES  
188 SHREVEPORT ELECTRICAL HEALTH AND WELFARE FUND  
189 SHREVEPORT REGIONAL ARTS COUNCIL  
190 SIMMESPORT HOUSING AUTHORITY  
191 SOLOMON TEMPLE BAPTIST CHURCH  
192 Southern Financial Exchange  
193 SOUTHSIDE ECONOMIC DEVELOPMENT  
194 SOUTHWEST ACADIA HOUSING AUTHORITY  
195 ST PATRICK CHURCH  
196 ST THOMAS AQUINAS CATHOLIC CHURCH  
197 ST. ALOYSIUS CATHOLIC SCHOOL  
198 ST. ANDREW PRESBYTERIAN CHURCH  
199 ST. BERNARD PROJECT  
200 ST. FRANCES XAVIER CABRINI CATHOLIC CHURCH  
201 ST. FRANCIS DINER

202 ST. GEORGE CHURCH  
203 ST. JEAN VIANNEY CHURCH  
204 ST. JOHN THE BAPTIST CATHOLIC CHURCH  
205 ST. JOHN THE BAPTIST CATHOLIC CHURCH  
206 ST. LANDRY PARISH HOUSING AUTHORITY  
207 ST. MARY CAA, INC.  
208 ST. MARY PARISH TOURIST COMMISSION  
209 ST. MARYS BAPTIST CHURCH  
210 ST. MICHAEL SPECIAL SCHOOL  
211 ST. PAUL BAPTIST CHURCH  
212 ST. PAULS UNITED METHODIST CHURCH  
213 ST. REST BAPTIST CHURCH  
214 ST.ANSELM CATHOLIC CHURCH  
215 ST.MARY PARISH LIBRARY  
216 STARLIGHT BAPTIST CHURCH  
217 STEEPLE CHASE BAPTIST CHURCH  
218 STERLINGTON HOLINESS TABERNACLE  
219 SUMMER GROVE BAPTIST ACADEMY  
220 SUMMER GROVE BAPTIST CHURCH  
221 SWEETWATER BAPTIST CHURCH  
222 The Arc Of Iberia  
223 THE CELL COMMUNITY SCHOOL & RESOURCE CENTER  
224 THE CHURCH OF THE LIVING GOD  
225 THE FULLER CENTER FOR HOUSING OF NWLA  
226 THE HARVEST  
227 THE HOUSE OF FAITH HOPE AND CHARITY  
228 THE SALVATION ARMY  
229 THE SHREVEPORT-BOSSIER KOREAN PRESBYTERIAN CHURCH  
230 THE SPIRIT OF FREEDOM MINISTRIES  
231 THE WAY OF HOLINESS APOSTOLIC CHURCH  
232 TOTAL COMMUNITY ACTION, INC.  
233 TRAILBLAZER RESOURCE AND CONSERVATION AREA, INC.  
234 TRINITY BAPTIST CHURCH  
235 Trinity Episcopal Church  
236 TRINITY LUTHERAN CHURCH  
237 TRINITY WORSHIP CENTER  
238 Tulane Hillel  
239 Union Community Action, Association  
240 UNION COUNCIL ON AGING  
241 UNION SPRINGS MBC  
242 UNITECH TRAINING ACADEMY  
243 UNITED AUTO WORKERS UNION  
244 UNITED CEREBAL PALSY OF GREATER NEW ORLEANS, INC  
245 UNITED METHODIST HOPE MINISTRIES  
246 UNITED WAY OF NORTHEAST LOUISIANA, INC.  
247 UNITED WAY OF NW LOUISIANA  
248 UNITY FOR THE HOMELESS,INC.  
249 UNIVERSITY CHURCH OF CHRIST  
250 UPWARD BOUND MINISTRIES, INC.  
251 URBAN IMPACT MINISTRIES  
252 VERMILION PARISH WATERWORKS DISTRICT NO.1

- 253 VERNON COMMUNITY ACTION COUNCIL, INC.
- 254 VOLUNTEERS OF AMERICA OF GREATER NEW ORLEANS
- 255 WEST BATON ROUGE CHAMBER OF COMMERCE
- 256 WEST BATON ROUGE PARISH POLICE JURY
- 257 WEST BATON ROUGE S/O WORK RELEASE
- 258 WEST JEFFERSON MEDICAL CENTER
- 259 WILLIAMS MEMORIAL CME
- 260 WILLIS-KNIGHTON FEDERAL CREDIT UNION
- 261 WORD OF LIFE MINISTRIES
- 262 WORKFORCE INVESTMENT BOARD SDA-83
- 263 YMCA OF SHREVEPORT, LA
- 264 YOUNGSVILLE HOUSING AUTHORITY

**Registered Special/Independent in LA**

- 1 BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS
- 2 BOSSIER PARISH COMMUNICATIONS DISTRICT NO. 1
- 3 CAPITAL AREA LEGAL SERVICES CORP
- 4 LAFAYETTE AIRPORT COMMISSION
- 5 NEW ORLEANS REGIONAL BUSINESS PARK
- 6 POVERTY POINT RESERVOIR DISTRICT
- 7 ST. GEORGE FIRE PROTECTION DISTRICT NO.2
- 8 ST. TAMMANY PARISH FIRE PROTECTION DISTRICT NO. 3
- 9 UNIVERSITY HOUSE@ACADIANA

**Registered State Agencies in LA**

- 1 18TH JDC-ALVIN BATISTE, JR JUDGE
- 2 26 TH JUDICIAL COURT
- 3 26TH JUDICIAL DISTRICT PUBLIC DEFENDER
- 4 C.A.S.S.E.
- 5 COLUMBIA DEVELOPMENT CENTER
- 6 CONCEALED HANDGUN PERMIT UNIT
- 7 Covington Housing Authority
- 8 DEPARTMENT OF REVENUE/LOUISIANA
- 9 DEPT OF CULTURE RECREATION AND TOURISM
- 10 DHH-OFFICE OF PUBLIC HEALTH
- 11 ELAYN HUNT CORRECTIONAL CENTER
- 12 HAMMOND DEVELOPMENTAL CENTER
- 13 HOUMA-TERREBONNE HOUSING AUTHORITY
- 14 LA DEPT OF WILDLIFE AND FISHERIES
- 15 LA OFFICE OF STATE PARKS
- 16 LA RESEARCH PARK CORPORATION
- 17 LA SHERIFFS PENSION AND RELIEF FUND
- 18 LA. DIVISION OF ADMINISTRATION
- 19 LINCOLN COUNCIL ON THE AGING
- 20 Louisiana Board of Barbers Examiners
- 21 LOUISIANA BOARD OF CHIROPRACTIC EXAMINERS
- 22 LOUISIANA DEPARTMENT OF STATE
- 23 LOUISIANA HOUSING FINANCE AGENCY
- 24 LOUISIANA STATE GOV. BIDS
- 25 LOUISIANA TECH UNIVERSITY
- 26 LSU AGCENTER EXTENSION SERVICE OFFICE
- 27 METROPOLITAN DEVELOPMENTAL CENTER
- 28 MHSD/CHARTRES-PONTCHARTRAIN BEHAVIOR HEALTH CENTER

|    |  |
|----|--|
| 29 | Richland Parish Tax Assessors office         |
| 30 | Ruston Housing Authority                     |
| 31 | SPECIAL EDUCATION DISTRICT NO.1 OF LAFOURCHE |
| 32 | THE SPRINGS OF RECOVERY ADOLESCENT PROGRAM   |
| 33 | VERNON WORKFORCE CENTER                      |



## EXHIBIT 8

**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 Maricopa County ("County") 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 Arizona, and Maricopa County. 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 Maricopa County 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 Maricopa County 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, Maricopa County 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 Maricopa County 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 Arizona website at ([www.azrecovery.gov](http://www.azrecovery.gov)).

**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](http://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 Arizona are located at: [www.gpo.gov/davisbacon/AZ.html](http://www.gpo.gov/davisbacon/AZ.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 Maricopa County, and all contractors and grantees of Maricopa County, 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.

## EXHIBIT 9

**FEMA STANDARD TERMS AND CONDITIONS ADDENDUM  
FOR CONTRACTS AND GRANTS**

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

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), 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 (“**DOL**”) regulations (41 CFR Ch. 60);
  - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
  - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the 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:

**SERIAL 11019-RFP**

- a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
  - (1) The copyright in any work developed under a grant or contract; and
  - (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
  
- 7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as 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.



# Maricopa County

## NOTICE OF SOLICITATION



**U.S. COMMUNITIES™**  
GOVERNMENT PURCHASING ALLIANCE



SERIAL 11019- RFP

**REQUEST FOR PROPOSAL FOR: MAINTENANCE, REPAIR, OPERATING SUPPLIES,  
INDUSTRIAL SUPPLIES, AND RELATED SERVICES**

Notice is hereby given sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M.** Arizona time on **April 29, 2011**, for the furnishing of the following goods and services for Maricopa County. Proposals will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked "**SERIAL 11019- RFP REQUEST FOR PROPOSAL FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES.**"

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

**ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL CAN BE LOCATED AT <http://www.maricopa.gov/materials> "Develop Bids". ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.**

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

DIRECT ALL INQUIRIES TO:

CHARLES HINEGARDNER  
PROCUREMENT OFFICER  
TELEPHONE: (602) 506-6476  
EMAIL: [hinegardner@mail.maricopa.gov](mailto:hinegardner@mail.maricopa.gov)

**THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON TUESDAY, APRIL 12, 2011 AT 9:00 A.M. ARIZONA TIME, AT THE MARICOPA COUNTY ELECTIONS DEPARTMENT, LARGE CONFERENCE ROOM, 510 SOUTH THIRD AVENUE, PHOENIX, ARIZONA 85003**

**NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:**

**<http://www.maricopa.gov/materials/advbd/advbd.asp>**

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**REQUEST FOR PROPOSAL FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED SERVICES**

1.0 INTENT:

Maricopa County (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 complete line of "Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale (internet) environment; and Related Products and Services (installation, repair and renovation) (herein "Products and Services").

The Respondent(s) shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various government agencies nationwide.

Responses shall be for Retail and Related Services; Wholesale and Related Services or Industrial and Related Services. Suppliers are not required to respond to all three (3) categories.

Responses for only the Related Services (installation, repair and renovation) shall be deemed non-responsive.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 2.21, below)

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

1.1 The RFP is intended to achieve the following objectives:

Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies.

Establish the Master Agreement as Supplier's primary offering to Participating Public Agencies.

Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive bid process that eliminates the need for multiple government bids and multiple responses by Suppliers.

Combine the volumes of Participating Public Agencies to achieve cost effective pricing.

Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems.

Provide Participating Public Agencies with environmentally responsible products and services.

*These objectives do not preempt Participating Public Agencies from using other contract vehicles or competitive processes as required by law.*

## 1.2 U.S. COMMUNITIES

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

### **National Sponsors**

U.S. Communities is jointly sponsored by the National 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 Charlotte/Mecklenburg, NC   | Hillsborough Schools, FL              |
| City of Los Angeles, CA             | City of Houston, TX                   |
| Cobb County, GA                     | Los Angeles County, CA                |
| Dallas County, TX                   | Maricopa County, AZ                   |
| Davis Joint Unified Schools, CA     | Miami-Dade County, FL                 |
| City and County of Denver, CO       | Salem-Keizer School District, OR      |
| State of Georgia                    | City of San Antonio, TX               |
| Emory University, GA                | San Diego Unified School District, CA |
| Fairfax County, VA                  | City of Seattle, WA                   |
| Harford County Public Schools, MD   | Great Valley School District, PA      |
| Hennepin County, MN                 |                                       |
| North Carolina State University, NC |                                       |

### **Participating Public Agencies**

Today more than 44,000 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.

Maricopa County 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 EXHIBIT 4.

### **Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$250 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, Maricopa County 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 or credit card. 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 minimum qualifications and offers the most advantageous response 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.

## **2.0 SCOPES OF WORK:**

### **2.1 RETAIL MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):**

A complete and comprehensive offering of Retail MRO supplies such as appliances, building materials, hardware, HVAC, irrigation equipment and supplies, janitorial, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

### **2.2 WHOLESALE MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):**

A complete and comprehensive offering of Wholesale MRO supplies such as appliances, building materials, hardware, HVAC, irrigation equipment and supplies, janitorial, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

### **2.3 INDUSTRIAL SUPPLIES AND RELATED SERVICES (INSTALLATION, REPAIR, AND RENOVATION):**

A complete and comprehensive offering of Industrial supplies such as bearings, linear technologies, power transmissions, motors, hydraulics, pneumatics, gearing, material handling, conveyor systems, industrial rubber, general maintenance supplies, fluid power and any additional related products and services.

In addition, a complete range of services available through Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services

such as rubber fabrication, vulcanizing, hose fabrication, hydraulic system (design and build) that may offered by Supplier. Such services may be required for public pools, solid waste transfer sites, water treatment plants, waste water treatment sites, boiler plants, mass transit systems, road maintenance equipment, prisons and hospitals and public agencies.

**2.4 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES):**

2.4.1 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.4.2 Services performed shall be non-structural in nature.

2.4.3 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.4.4 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

2.4.4.1 Roofing, Gutters, Downspouts

2.4.4.2 HVAC

2.4.4.3 Plumbing

2.4.4.4 Electrical

2.4.4.5 Exterior decks, patios and porches

2.4.4.6 Exterior Siding

2.4.4.7 Windows, Doors

2.4.4.8 Interior/Exterior Painting

2.4.4.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping

2.4.4.10 ADA Improvements

2.4.5 These services may be required in the industrial environment and may be any of the following (non-inclusive):

2.4.5.1 Hose Fabrication

2.4.5.2 Hydraulic Repairs

2.4.5.3 Gearbox Repairs

2.4.5.4 Conveyor System Repairs

2.4.5.5 Vulcanizing

2.4.5.6 Rubber Fabrication

2.4.6 Services:

2.4.6.1 As part of your Proposal response, detail your firm's program in offering services including:

2.4.6.2 Providing and managing qualified contractors

2.4.6.3 Budget management in keeping projects on budget

2.4.6.4 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.4.7 Service Providers (Labor):

2.4.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.

2.4.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).

2.4.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under Section 3.6 INSURANCE REQUIREMENTS.

2.4.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):

- 2.4.7.4.1 National Employee Database
- 2.4.7.4.2 SSN Verification
- 2.4.7.4.3 National Criminal Database Check
- 2.4.7.4.4 Two County Search
- 2.4.7.4.5 Sex Offender Search
- 2.4.7.4.6 Annual Review (National Criminal Database)
- 2.4.7.4.7 Two (2) Year Complete Re-Screen and Renewal
- 2.4.7.4.8 Financial Background

2.4.7.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

2.5 PRODUCT CATEGORIES:

This Solicitation is to establish a nationwide purchasing agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. Your firm may not have the ability to provide all categories.

All products offered shall be new, unused and of the latest design and technology.

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

2.5.1 CATEGORY 1: APPLIANCES

Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.5.2 CATEGORY 2: BUILDING MATERIALS

Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

2.5.3 CATEGORY 3: HARDWARE

Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, weatherization products, and all ancillary supplies, tools, and components.

- 2.5.4      **CATEGORY 4:      HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)**  
Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.
- 2.5.5      **CATEGORY 5:      SPRINKLER/IRRIGATION EQUIPMENT AND SUPPLIES**  
Sprinklers, head gates, ports, timers, piping, solvents, and all ancillary supplies, tools, and components.
- 2.5.6      **CATEGORY 6:      JANITORIAL SUPPLIES**  
Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.
- 2.5.7      **CATEGORY 7:      LANDSCAPING EQUIPMENT AND SUPPLIES**  
Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, and all ancillary supplies, tools, and components.
- 2.5.8      **CATEGORY 8:      MOTORS/PUMPS**  
Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.
- 2.5.9      **CATEGORY 9:      PAINTS AND COATINGS**  
All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.
- 2.5.10     **CATEGORY 10:     PLUMBING**  
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.
- 2.5.11     **CATEGORY 11:     SWIMMING POOL SUPPLIES**  
Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.
- 2.5.12     **CATEGORY 12:     TOOLS, GENERAL PURPOSE, HAND-HELD**  
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.
- 2.5.13     **CATEGORY 13:     TOOLS, POWER TYPE**  
Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.



- 2.5.14 CATEGORY 14: WINDOW COVERINGS  
Blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.
- 2.5.15 CATEGORY 15: HOSPITALITY  
Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.
- 2.5.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT  
Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.
- 2.5.17 CATEGORY 17: MISCELLANEOUS  
Kitchen and bath cabinets, shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), safes, packaging supplies, communication supplies, electrical supplies, lighting supplies, and flooring.
- 2.5.18 CATEGORY 18: IN STORE SERVICES  
Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment etc.
- 2.5.19 CATEGORY 19: INDUSTRIAL PRODUCTS/SERVICES  
Bearings, motors, fluid sealing, gearing, power transmissions, pumps, hose fabrication, hydraulic repair, gearbox repair, rubber services, conveyor systems, and other industrial products and services.

2.6 PRODUCT ORDERING:

2.6.1 Contractors complete product line (Retail or Wholesale) shall be available for internet ordering 24/7.

2.6.2 Products may be ordered by any of the following methods:

- Internet
- Will Call (Phone or FAX order)
- POS (Point-of-sale)

2.7 PRODUCT PRICING:

2.7.1 Retail:

Pricing shall be a fixed percentage (%) off *marked price* at the POS; not a per cent off *list*. The County will consider other retail pricing options (ex. Rebate on gross sales).

2.7.2 Wholesale:

Pricing shall be a fixed percentage (%) off catalog pricing by Product Category (§2.6 above). The County will consider other retail pricing options (ex. Rebate on gross sales).

2.8 REBATE ON SALES:

If this pricing option is offered, describe your firm's ability to provide this service.

2.9 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access an on-line wholesale catalog reflecting contract pricing of all products. Describe your firm's ability to provide this service.

2.10 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING:

2.10.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

2.10.2 All quotations shall be for a "not to exceed" amount.

2.10.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.11 SUPPLIER MANAGED INVENTORY (CONSIGNMENT):

Describe your firm's ability to provide this service.

2.12 SALES REPORTING:

Describe your firm's ability to provide detailed management reporting by Participating Public Agency. Identify the level(s) (Agency, Division, Department, Individual) of reporting detail available in the following categories:

2.12.1 Sales Dollars

2.12.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes

2.12.3 Procurement card (MasterCard or Visa brand)

2.13 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.14 USAGE REPORT:

Upon request, the Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.15 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.16 WARRANTY:

All repair and renovation services performed by the Contractor shall carry a one (1) year workmanship warranty and all manufacturers' product warranties shall be passed on to the end customer.

2.17 INVOICES AND PAYMENTS (PURCHASE ORDER):

2.17.1 The Respondent shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County or Participating Public Agency purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of Purchase (services)
- Pricing per unit of service
- Extended price
- Total Amount Due

2.17.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.17.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Supplier Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Supplier Registration Form located on the County Department of Finance Supplier Registration Web Site ([www.maricopa.gov/finance/Suppliers](http://www.maricopa.gov/finance/Suppliers)).

2.17.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.18 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.19 TAX: (COMMODITIES)

Tax shall not be levied against commodities. Sales/use tax will be determined by County. Tax will not be used in determining low price.

2.20 DELIVERY, FREIGHT REQUIREMENTS:

2.20.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

2.20.2 Should a Participating Public Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Participating Public Agency.

2.20.3 The Proposer shall retain control for carrier selection and payment of freight charges of all goods until received by the requesting Participating Public Agency and the contract coverage completed. The Proposer shall also file all claims for visible or concealed

damage. The Participating Public Agency will notify the Proposer of any damaged goods and shall assist the Proposer in arranging for inspection of the goods.

2.20.4 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.

2.20.5 Shipping and handling fees are allowable to destinations outside the continental U.S.

2.20.6 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.20.6.1 Contract Serial number

2.20.6.2 Contractor's name and address

2.20.6.3 Participating Public Agency's name and address

2.20.6.4 Participating Public Agency's purchase order number

2.20.6.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable

2.21 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Request for Proposal is for awarding a firm, fixed discount pricing contract to cover a three (3) year term.

3.2 OPTION TO RENEW CONTRACT:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, or other specified length options, [or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration]. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 RETAIL PRICE ADJUSTMENTS:

Discounts off marked price at point-of-sale (POS) are permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable pricing adjustments shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts, County shall issue written approval of the changes.

3.4 WHOLESALE PRICE ADJUSTMENTS:

Discounted pricing based on the Contractor's current published catalog pricing is permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable adjustments to catalog category discounts shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts offered by category, County shall issue written approval of the changes.

3.5 INDEMNIFICATION:

- 3.5.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 3.5.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 3.5.3 The scope of this indemnification does not extend to the sole negligence of County.

3.6 INSURANCE REQUIREMENTS:

- 3.6.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 3.6.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 3.6.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.6.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.6.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.6.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve

Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.6.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.6.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.6.9 Commercial General Liability.

Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.6.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.6.11 Workers' Compensation.

3.6.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

3.6.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.6.12 Certificates of Insurance.

3.6.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.6.12.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.6.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.6.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.7 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card (MasterCard), from time-to-time, to place or make payment for orders under the Contract. Respondents without this capability shall be considered non-responsive and not eligible for award consideration.

3.8 INTERNET CAPABILITY:

County intends to use the Internet to communicate and to place orders under this Contract. Respondents without this capability shall be considered non-responsive and not eligible for award consideration.

3.9 SUBCONTRACTING:

3.9.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.9.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.10 SCHEDULE OF EVENTS:

Request for Proposals Issued: 03/24/2011

Pre-Proposal Conference: 04/12/2011

Deadline for written questions is (2) business days after Pre-Proposal Conference. Questions will not be responded to prior to the Pre-Proposal Conference or after the (2) business day deadline has elapsed. All questions and answers shall be posted to www.bidsync.com under the Q&A's tab for the solicitation and must be received by the end of business, **5:00 PM Arizona time (MST)**.

Proposals Opening Date: 04/29/2011

Deadline for submission of proposals is **2:00 P.M., Arizona Time (MST), on April 29, 2011**. All proposals must be received before 2:00 P.M., Arizona Time (MST), on the above date at the Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003.

Proposed review of Proposals and short list decision: 05/24/2011

Proposed Respondent presentations: (if required) 06/01/2011

Proposed selection and negotiation: 06/02/2011

Proposed Best & Final (if required) 06/17/2011

Proposed award of Contract:

07/29/2011

All responses to this Request for Proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the County.

3.11 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County  
Materials Management Department  
ATTN: Contract Administration  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

Administrative telephone inquiries shall be addressed to:

Charles Hinegardner, Procurement Officer, 602.506.6476  
([hinegardnerc@mail.maricopa.gov](mailto:hinegardnerc@mail.maricopa.gov))

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents shall provide their proposals in accordance with Section 3.15 as follows:

3.12.1 One (1) original hardcopy of all proposal documents.

3.12.2 One (1) CD or flash drive providing all proposal documents in Word, Excel (Attachments A, A-1, D, D-1, D-2, D-3, D-4 and E) and then the entire proposal document in PDF format.

3.12.3 Eight (8) CD's or flash drives providing the entire proposal in PDF format only.

3.12.4 Respondents shall address proposals identified with return address, serial number and title in the following manner:

Maricopa County  
Materials Management Department  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

SERIAL 11019 – RFP, MAINTENANCE, REPAIR, OPERATING SUPPLIES,  
INDUSTRIAL SUPPLIES, AND RELATED SERVICES

3.12.5 Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the RFP closing date.

3.13 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of 11019-RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 11019-RFP." Exceptions that surface



**elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL 11019-RFP," shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, determine the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

3.14 GENERAL CONTENT:

3.14.1 The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

3.14.2 The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this Request for Proposal but should outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.

3.15 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposal hardcopy must be submitted in binders and have sections tabbed as below: (Responses are limited to 200 pages, single sided, 10 point font type).

3.15.1 Table of Contents

3.15.2 Letter of Transmittal (Exhibit 2)

3.15.3 Executive Summary – This section shall contain an outline of the general approach utilized in the proposal.

3.15.4 Proposal – This section should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing respondent's best offer.

3.15.5 Qualifications – This section shall describe the respondent's ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.

3.15.6 Proposal exceptions

3.15.7 Attachments A and A-1 (Pricing)

3.15.8 Attachment B (Agreement Page)

3.15.9 Attachments C and C-1(References)

3.15.10 Attachments D, D-1 D-2 and D-3, D-4 (Price Analyses)

3.15.11 Attachment E (Retail Stores and Warehouse Locations)

3.15.12 Exhibit 3 Responses:

3.15.12.1 Completed and signed Supplier Qualification Worksheet for National Program Consideration

3.15.12.2 Required Supplier Information. (Four [4] pages)

- 3.15.13 Exhibit 5 – Administration Agreement signed, unaltered (Eleven [11] pages)
- 3.15.14 Exhibit 6 – Administration Agreement – Canada (If Applicable) (Two [2] pages)
- 3.15.15 Required Submittals:
  - 3.15.15.1 Section 2.8 – Rebate on Sales
  - 3.15.15.2 Section 2.9 – On-Line Catalog Discount
  - 3.15.15.3 Section 2.4.6 - Services

3.16 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Evaluation Committee shall be appointed, chaired by the Procurement Officer to evaluate each Proposal. At the County’s option, Respondents may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria.

- 3.16.1 Proven experience of the firm’s success in providing Maintenance, Repair, Operating Supplies, Industrial Supplies and Related Services on a nationwide and local basis in a timely manner.
- 3.16.2 Depth of response to PROPOSAL and QUALIFICATIONS of work outlined in Section 2 of this Solicitation.
- 3.16.3 Depth of response to SUPPLIER QUALIFICATIONS and SUPPLIER INFORMATION (EXHIBIT 3).
  - 3.16.3.1 Company profile – The ability for the company to provide positive references; demonstrate its reputation in the marketplace, experience, capability, and financial stability.
  - 3.16.3.2 Distribution – The ability of your firm to distribute products nationwide.
  - 3.16.3.3 Marketing – The firm’s marketing plan to promote this contractual agreement to Participating Public Agencies nationwide.
  - 3.16.3.4 Products – The firm’s ability to provide products by the major categories set forth in Section 2 of this Solicitation.
  - 3.16.3.5 Services – The firm’s ability to provide services as set forth in Section 2 of this Solicitation.
  - 3.16.3.6 Administration – The firm’s ability to administer the contract nationwide.
  - 3.16.3.7 Staffing Plan – The ability of your firm to dedicate personnel for this contract.
  - 3.16.3.8 Environmental – The firm’s environmental initiatives.
- 3.16.4 Distribution capabilities and the quantity and location of wholesale distribution centers and/or retail stores (ATTACHMENT E.)
- 3.16.5 Products and services offerings. Identify the specific PRODUCT CATEGORIES the firm is capable of providing without subcontracting.
- 3.16.6 Product Price Analyses (ATTACHMENTS D, D-1 D-2 D-3, and D-4)

3.17 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

- 3.17.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
  - 3.17.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.17.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.17.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.17.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.17.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Proposal.

3.17.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

**3.18 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

3.18.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the e-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

3.18.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.18.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**3.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**

3.19.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors

certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

- 3.19.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.20 CONTRACTOR LICENSE REQUIREMENT:

- 3.20.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.
- 3.20.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.21 POST AWARD MEETING:

The successful Respondent(s) shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

**NOTE 1: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY'S PROCUREMENT ADMINISTRATIVE INFORMATION AND SAMPLE CONTRACT DOCUMENT PRIOR TO SUBMITTING A PROPOSAL. FOR THIS INFORMATION, GO TO: [www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp](http://www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp)**

**NOTE 2: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSAL.**

**ATTACHMENT A**

**RETAIL PRICING**

THE PRICING IS PREPARED IN MICROSOFT EXCEL 2000 OR LATER AND IS ATTACHED AS AN ICON.  
DOUBLE CLICK ON THE EXCEL ICON BELOW TO OPEN, VIEW AND/OR PRINT THE FOLLOWING  
PRICING PAGES. (NOTE: WORD MUST BE IN THE PAGE LAYOUT VIEW TO SEE THE ICON.)



Attachment A -  
Retail Pricing.xls

**ATTACHMENT A-1**

**WHOLESALE PRICING**

THE PRICING IS PREPARED IN MICROSOFT EXCEL 2000 OR LATER AND IS ATTACHED AS AN ICON.  
DOUBLE CLICK ON THE EXCEL ICON BELOW TO OPEN, VIEW AND/OR PRINT THE FOLLOWING  
PRICING PAGES. (NOTE: WORD MUST BE IN THE PAGE LAYOUT VIEW TO SEE THE ICON.)



ATTACHMENT  
A-1-Wholesale Pricing

**ATTACHMENT B**

**AGREEMENT**

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

**BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.**

[ ] Small Business Enterprise (SBE)

\_\_\_\_\_  
RESPONDENT (FIRM) SUBMITTING PROPOSAL

\_\_\_\_\_  
FEDERAL TAX ID NUMBER      DUNS #

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE      /      FAX #

\_\_\_\_\_  
CITY      STATE      ZIP

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WEB SITE

\_\_\_\_\_  
EMAIL ADDRESS

**ATTACHMENT C**

**PRODUCTS**

**RESPONDENT'S REFERENCES**

**RESPONDENT SUBMITTING PROPOSAL:** \_\_\_\_\_

1. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

4. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

5. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_



ATTACHMENT C-1

INSTALLATION, REPAIR and RENOVATION SERVICES

RESPONDENT'S REFERENCES

**NOTE:** PROVIDE AT LEAST THREE (3) PUBLIC AGENCY REFERENCES FOR WHICH THESE SERVICES HAVE BEEN PERFORMED. ALSO PROVIDE THE AGENCY'S CONTRACT NUMBER UNDER WHICH THE SERVICES WERE PERFORMED.

RESPONDENT SUBMITTING PROPOSAL: \_\_\_\_\_

1. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ E- MAIL ADDRESS: \_\_\_\_\_

PROVIDE ON A SEPARATE SHEET A DESCRIPTION OF THE PRODUCTS PROVIDED AND SERVICES PERFORMED, TOTAL DOLLAR AMOUNT OF PRODUCT AND TOTAL DOLLAR AMOUNT OF SERVICES PERFORMED.

2. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

PROVIDE ON A SEPARATE SHEET A DESCRIPTION OF THE PRODUCTS PROVIDED AND SERVICES PERFORMED, TOTAL DOLLAR AMOUNT OF PRODUCT AND TOTAL DOLLAR AMOUNT OF SERVICES PERFORMED.

3. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

PROVIDE ON A SEPARATE SHEET A DESCRIPTION OF THE PRODUCTS PROVIDED AND SERVICES PERFORMED, TOTAL DOLLAR AMOUNT OF PRODUCT AND TOTAL DOLLAR AMOUNT OF SERVICES PERFORMED.

**ATTACHMENT D**

**WHOLESALE RESIDENTIAL/COMMERCIAL PRODUCT PRICE ANALYSIS**

THE DOCUMENT IS PREPARED IN MICROSOFT EXCEL 2000 OR LATER AND IS ATTACHED AS AN ICON. DOUBLE CLICK ON THE EXCEL ICON BELOW TO OPEN, VIEW AND/OR PRINT THE FOLLOWING PRICING PAGES. (NOTE: WORD MUST BE IN THE PAGE LAYOUT VIEW TO SEE THE ICON.)



ATTACHMENT D Top  
100 Product Price An

**ATTACHMENT D-1**

**RETAIL RESIDENTIAL/COMMERCIAL PRODUCT PRICE ANALYSIS**

THE DOCUMENT IS PREPARED IN MICROSOFT EXCEL 2000 OR LATER AND IS ATTACHED AS AN ICON. DOUBLE CLICK ON THE EXCEL ICON BELOW TO OPEN, VIEW AND/OR PRINT THE FOLLOWING PRICING PAGES. (NOTE: WORD MUST BE IN THE PAGE LAYOUT VIEW TO SEE THE ICON.)



ATTACHMENT D-1  
Top 100 Product Price

**ATTACHMENT D-2**

**WHOLESALE INDUSTRIAL PRODUCT PRICE ANALYSIS**

THE DOCUMENT IS PREPARED IN MICROSOFT EXCEL 2000 OR LATER AND IS ATTACHED AS AN ICON. DOUBLE CLICK ON THE EXCEL ICON BELOW TO OPEN, VIEW AND/OR PRINT THE FOLLOWING PRICING PAGES. (NOTE: WORD MUST BE IN THE PAGE LAYOUT VIEW TO SEE THE ICON.)



Attachment D-2  
Wholesale Ind. Suppli

**ATTACHMENT D-3**

**RETAIL INDUSTRIAL PRODUCT PRICE ANALYSIS**

THE DOCUMENT IS PREPARED IN MICROSOFT EXCEL 2000 OR LATER AND IS ATTACHED AS AN ICON. DOUBLE CLICK ON THE EXCEL ICON BELOW TO OPEN, VIEW AND/OR PRINT THE FOLLOWING PRICING PAGES. (NOTE: WORD MUST BE IN THE PAGE LAYOUT VIEW TO SEE THE ICON.)



Attachment D-3  
Retail Ind. Supplies.x

**ATTACHMENT D-4**

**PRICING FOR ALL PRODUCTS OFFERED**

THE DOCUMENT IS PREPARED IN MICROSOFT EXCEL 2000 OR LATER AND IS ATTACHED AS AN ICON. DOUBLE CLICK ON THE EXCEL ICON BELOW TO OPEN, VIEW AND/OR PRINT THE FOLLOWING PRICING PAGES. (NOTE: WORD MUST BE IN THE PAGE LAYOUT VIEW TO SEE THE ICON.)



ATTACHMENT D-4  
Pricing for All Product

**ATTACHMENT E**

**RETAIL STORES AND WAREHOUSE LOCATIONS**

THE DOCUMENT IS PREPARED IN MICROSOFT EXCEL 2000 OR LATER AND IS ATTACHED AS AN ICON. DOUBLE CLICK ON THE EXCEL ICON BELOW TO OPEN, VIEW AND/OR PRINT THE FOLLOWING PRICING PAGES. (NOTE: WORD MUST BE IN THE PAGE LAYOUT VIEW TO SEE THE ICON.)



**ATTACHMENT E**  
Retail and Wholesale

**EXHIBIT 1**

**SUPPLIER REGISTRATION PROCEDURES**

BidSync.com Registration is FREE and REQUIRED for all Suppliers.

Register On-line at  
[https://www.bidsync.com/SupplierRegister?ac=register&pres\\_elected\\_plan=free&](https://www.bidsync.com/SupplierRegister?ac=register&pres_elected_plan=free&)

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

For assistance, please contact BidSync Supplier Support Department via phone or email, during regular business hours: 1-800-990-9339 or [agencyssupport@BidSync.com](mailto:agencyssupport@BidSync.com)



**EXHIBIT 2**

**SAMPLE TRANSMITTAL LETTER**

(To be typed on the letterhead of Offeror)

Maricopa County  
Materials Management Department  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

Re: RFP Number – 11019

To Whom It May Concern:

(NAME OF COMPANY) (Herein referred to as the "RESPONDENT"), hereby submits its response to your Request for Proposal dated \_\_\_\_\_, and agrees to perform as proposed in their proposal, if awarded the contract. The Respondent shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before \_\_\_\_\_ if you should desire to accept this proposal.

Very truly yours,

\_\_\_\_\_  
NAME (please print)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE (please print)

**EXHIBIT 3**

**SUPPLIER QUALIFICATIONS**

**SUPPLIERS**

**Commitments**

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

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

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

(i) The pricing, terms and conditions of the Master Agreement shall be Supplier's primary offering to Public Agencies.

(ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.

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

(iv) Supplier shall provide a national/senior management account 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.

(v) Supplier shall demonstrate in its request for proposal ("RFP") or invitation to bid ("ITB") response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.

(vi) Supplier's field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier's options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier's sales representative must contact the U.S.

Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency's objection, Supplier is permitted to pursue other options.

(vii) In states where Supplier has an existing state contract or cooperative contract, 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 counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.

(viii) During the term of the Agreement, Supplier shall not, without the prior written consent of U.S. Communities, enter into an agreement or renew an existing agreement with any Multi-State Purchasing Cooperative, other than U.S. Communities, for the purpose of offering Products and Services to Public Agencies through such Multi-State Purchasing Cooperative. A Multi-State Purchasing Cooperative is defined as any purchasing cooperative that administers contracts to Public Agencies in more than five (5) states that are competitively solicited by the purchasing cooperative itself or another Public Agency for the purpose of providing other Public Agencies access to the competitively solicited contracts.

(b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.

(i) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall be required to match that lower pricing for customers 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 under the U.S. Communities contract 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.

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

(iii) Supplier's Options in Responding to a Third Party RFP or ITB. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts 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.

(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.

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

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

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

(i) Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier's goods 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 shall provide Supplier with its logo and the standards to be employed in the use of the logo. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

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

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

- (A) A dedicated U.S. Communities internet web-based homepage containing:
- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
  - (2) Copy of original request for proposal or invitation to bid;
  - (3) Copy of Master Agreement including any amendments;
  - (4) Summary of products and 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 enquiries regarding U.S. Communities.
- (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

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

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

**U.S. Communities Administration Agreement**

The Supplier is required to execute, unaltered, the U.S. Communities Administration Agreement (attached hereto as EXHIBIT 5) 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 WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

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

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 \_\_\_

Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?

YES \_\_\_ NO \_\_\_

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 \_\_\_

Did your company have sales greater than \$100 million last year?

YES \_\_\_ NO \_\_\_

Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?

YES \_\_\_ NO \_\_\_

Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?

YES \_\_\_ NO \_\_\_

Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?

YES \_\_\_ NO \_\_\_

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 \_\_\_

Will your company commit to the following program implementation schedule?

YES \_\_\_ NO \_\_\_

Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?

YES \_\_\_ NO \_\_\_

Does your company agree to not pursue additional national or multi-state cooperative contracts during the contract period?

YES \_\_\_ NO \_\_\_

---

Submitted by:

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



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

| New Supplier Implementation Checklist                             |  | Target<br>Completion<br>After<br>Award |
|---|--|--|
| Website construction  |  | <b>Three<br/>Weeks</b>                 |
| Website final edit  |  | <b>Four<br/>Weeks</b>                  |
| Product upload to U.S. Communities site                           |  | <b>Four<br/>Weeks</b>                  |
| <b>9. Sales Training &amp; Roll Out</b>                           |  |  |
| Regional Manager (RM) briefing - Coordinate with NAM              |  | <b>One Week</b>                        |
| Initial remote WebEx training for all sales - Coordinate with NAM |  | <b>Two Weeks</b>                       |
| Top 10 metro areas - Coordinate with NAM & RM                     |  | <b>Four<br/>Weeks</b>                  |
| Initiate contact with Advisory Board (AB) members                 |  | <b>Four<br/>Weeks</b>                  |
| Training plan for other metros                                    |  |  |
| <b>10. Marketing</b>  |  |  |
| General announcement  |  |  |
| 1 Page Summary with Supplier contacts                             |  |  |
| Branding of program   |  |  |
| Supplier handbook   |  |  |
| Announcement to AB and Sponsors                                   |  |  |
| <b>11. Green Initiative</b>                                       |  |  |
| Identify Green Products   |  | <b>Two Weeks</b>                       |
| - Certifications  |  |  |
| - New product identification                                      |  |  |
| Identify green expert   |  |  |
| Green reporting   |  | <b>Six Weeks</b>                       |
|   |  | <b>Four<br/>Weeks</b>                  |
| Upload product to U.S. Communities website                        |  |  |
| - Product description   |  |  |
| - Picture   |  |  |
| - SKU   |  |  |
| Green marketing material  |  | <b>Six Weeks</b>                       |
| - Approved by U.S. Communities                                    |  |  |
| - Printed/ Images   |  |  |
| - Articles/ Best Practices/ Supplier internal green practices     |  |  |
| - Workshops   |  |  |
| - Green tradeshow   |  |  |
| - 3rd Party green Suppliers                                       |  |  |

**EXHIBIT 3**

**SUPPLIER INFORMATION**

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

**Company**

1. Total number and location of sales persons employed by your company in the United States;
2. Number and location of distribution outlets in the United States (ATTACHMENT E)
3. Number and location of support centers ;
4. Annual sales for 2008, 2009 and 2010 in the United States; Sales reporting should be segmented into the following categories:

| <b>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2008, 2009, AND 2010</b> |                   |                   |                   |
|---|-------------------|-------------------|-------------------|
| <b>Segment</b>  | <b>2008 Sales</b> | <b>2009 Sales</b> | <b>2010 Sales</b> |
| Cities  |                   |                   |                   |
| Counties  |                   |                   |                   |
| K-12 (Pubic/Private)  |                   |                   |                   |
| Higher Education (Public/Private)   |                   |                   |                   |
| States  |                   |                   |                   |
| Other Public Sector and Nonprofits  |                   |                   |                   |
| Federal   |                   |                   |                   |
| Private Sector  |                   |                   |                   |
| <b>Total Supplier Sales</b>   |                   |                   |                   |

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
6. Number and location of retail stores (if applicable)
7. Provide a list with contact information of your company's ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided. Provide a list with contact information of five public agency customers that your company has lost in the last twelve months.

**Distribution**

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.

3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
5. State the company's standard delivery time and any options, including desktop delivery costs, for expediting delivery and return policies.
6. State restocking fees for products returned after thirty days.

### **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**

1. Provide a description of the Products to be provided by the major product category set forth in Section 2.0 of the RFP. The primary objective is for each Supplier to provide its complete product offering 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 2.0. If less than 98% guaranteed fill rate, specify fill rate and explain how you can achieve 98%.
4. Specify guaranteed fill rate by product category specified in Section 2.0.

5. State backorder policy. Do you fill or kill order and require Agency to reorder if item is backordered?
6. 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 MRO products.

### **Services**

1. Provide a description of the Services to be provided in Section 2.0 of the RFP. The primary objective is for each Supplier to provide its complete range of services so that Participating Public Agencies may utilize as appropriate for their needs.
2. List the states where the Supplier is licensed to do business.
3. Describe those services that are performed by your company versus those that are performed by subcontractors.
4. Describe the process and requirements of qualifying in-house personnel and subcontractors who will be performing services for your company. Include details on the types of background screening performed and any other required qualifications.
5. Describe your ongoing quality control processes to ensure qualified in-house personnel and subcontractors.
6. If Supplier offers installation services or renovation services, provide 3 references of Public Agencies for which services have been performed. Include complete contact information, a description of products provided and services performed, total dollar amount of product and total dollar amount of services performed.

### **Administration**

1. Describe your company's capacity to employ EDI, telephone, Internet, 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 the state of e-commerce within your company and detail how Participating Public Agencies can benefit from your approach. Please document your company's level of expertise with the following software; Peoplesoft, Lawson, Oracle, School Dude and all others your company has successfully interfaced with a public agency. List, by software supplier, the following information: name of public agency, software system used, "go-live" date, net amount of total sales per Calendar Year since "go-live", and percentage of sales being processed exclusively via Internet/EDX (paperless) ordering. Include, by public agency, any enhancement, such as e-mail order acknowledgement and on-line order/tracking ability.
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.

## EXHIBIT 4

### MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate (“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 and made a part hereof.

#### RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, a number of Suppliers have entered into Master Agreements 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 a procuring party will make timely payments to the 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 procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.



**EXHIBIT 5**

**ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT ("Agreement") is made as of \_\_\_\_\_, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and \_\_\_\_\_ ("Supplier").

**RECITALS**

WHEREAS, \_\_\_\_\_ ("Lead Public Agency") has entered into a certain Master Agreement dated as of \_\_\_\_\_, referenced as Agreement No. \_\_\_\_\_, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of \_\_\_\_\_ (the "Products & Services");

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

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

WHEREAS, U.S. Communities serves 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 Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

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, remarketer, 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, any Participating Public Agency, or any employee of Lead Public Agency or a Participating 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.S. Communities' Representations and Covenants.**

(a) **Marketing.** U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM),

Association of School Business Officials (ASBO) and National Institute of Government Purchasing (NIGP) (collectively, the “Founding Co-Sponsors”) 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 tradeshow and by providing online tools to Supplier’s sales force.

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier’s sales force as provided herein. Through its staff (each, a “Program Manager” and collectively, the “Program Managers”), U.S. Communities shall 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 Supplier’s Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as “Supplier’s Commitments” and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

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

(i) The pricing, terms and conditions of the Master Agreement shall be Supplier’s primary offering to Public Agencies.

(ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.

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

(iv) Supplier shall provide a national/senior management account 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.

(v) Supplier shall demonstrate in its request for proposal (“RFP”) or invitation to bid (“ITB”) response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.

(vi) Supplier’s field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier’s options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier’s sales

representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency's objection, Supplier is permitted to pursue other options.

(vii) In states where Supplier has an existing state contract or cooperative contract, 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 counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.

(viii) During the term of the Agreement, Supplier shall not, without the prior written consent of U.S. Communities, enter into an agreement or renew an existing agreement with any Multi-State Purchasing Cooperative, other than U.S. Communities, for the purpose of offering Products and Services to Public Agencies through such Multi-State Purchasing Cooperative. A Multi-State Purchasing Cooperative is defined as any purchasing cooperative that administers contracts to Public Agencies in more than five (5) states that are competitively solicited by the purchasing cooperative itself or another Public Agency for the purpose of providing other Public Agencies access to the competitively solicited contracts.

(b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.

(i) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall be required to match that lower pricing for customers 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 under the U.S. Communities contract 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.

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

(iii) Supplier's Options in Responding to a Third Party RFP or ITB. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts 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.

(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.

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

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

(i) Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier's goods 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 shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

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

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

- containing:
- (A) A dedicated U.S. Communities internet web-based homepage
    - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
    - (2) Copy of original request for proposal or invitation to bid;
    - (3) Copy of Master Agreement including any amendments;
    - (4) Summary of products and pricing;
    - (5) Electronic link to U.S. Communities' online registration page; and
    - (6) Other promotional material as requested by U.S. Communities.
  - (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
  - (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

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

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

3.4 Breach of Supplier's Representations, Warranties and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance. Failure by Supplier to cure such violation or non-compliance within ninety (90) days shall result in termination of 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. 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 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of (a) two percent (2%) of aggregate purchases made during the month which comprise annual sales of the first \$340,000,000.00; and then (b) two and one-half percent (2.5%) of aggregate purchases made during the month which comprise annual sales exceeding \$340,000,000.00 (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by check or 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 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. 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 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to 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](mailto: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 Online Reporting. 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:

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



**ARTICLE VI**

**MISCELLANEOUS**

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

6.2 **Attorney's Fees.** 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 **Assignment.**

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

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

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

U.S. Communities:                      U.S. Communities  
2033 N. Main Street, Suite 700  
Walnut Creek, California 94596  
Attn: Program Manager Administration

Lead Public Agency:                      \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Supplier:                                      \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: U.S. Communities Program Manager

6.5 **Severability.** If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

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

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

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

6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from 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 forthwith. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

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

*[Remainder of Page Intentionally Left Blank – Signatures Follow]*

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By \_\_\_\_\_

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

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

Supplier:

\_\_\_\_\_

By \_\_\_\_\_

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

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

APPENDIX A

MASTER AGREEMENT BETWEEN MARICOPA COUNTY AND AWARDED CONTRACTOR(S)

(To Be Attached Upon Finalization)

APPENDIX B

SALES REPORT FORMAT

Exhibit B - US (Data Format)

| Sales Report Template |             |              |                             |                |                           |             |       |       |             |      |       |          |
|-----------------------|-------------|--------------|-----------------------------|----------------|---------------------------|-------------|-------|-------|-------------|------|-------|----------|
| TIN                   | Supplier ID | Account No.  | Agency Name                 | Dept Name      | Address                   | City        | State | Zip   | Agency Type | Year | Month | Amount   |
| 956000735             | 144         | 89518987     | CITY OF LA/AMT EMPL SVCS    | Purchasing     | 555 RAMIREZ ST STE 312    | LOS ANGELES | CA    | 90012 | 20          | 2008 | 4     | 1525.50  |
| 956000222             | 144         | 34868035     | LOS ANGELES COUNTY          | Facilities     | 350 S FIGUEROA ST STE 700 | LOS ANGELES | CA    | 90071 | 30          | 2008 | 4     | 1603.64  |
| 956000735             | 144         | 89498461     | CITY OF LA/ENVIRON AFFAIR   | Purchasing     | 555 RAMIREZ ST STE 312    | LOS ANGELES | CA    | 90012 | 20          | 2008 | 4     | 1625.05  |
| 956000735             | 144         | 89374835     | CITY OF LA/COMMUNITY DEV    | Purchasing     | 555 RAMIREZ ST STE 312    | LOS ANGELES | CA    | 90012 | 20          | 2008 | 4     | 45090.79 |
| 066002010             | 144         | 328NA0001053 | GROTON TOWN OF PUBLIC WORKS | Water          | 123 A ST                  | GROTON      | CT    | 06340 | 20          | 2008 | 4     | 318.00   |
| 066001854             | 144         | 328NA0001051 | GROTON CITY OF              | Administration | 123 A ST                  | GROTON      | CT    | 06340 | 20          | 2008 | 4     | 212.00   |

| SALES REPORT DATA FORMAT |           |          |                                       |   |
|--------------------------|-----------|----------|---------------------------------------|---|
| Column Name              | Data Type | Length   | Example                               | Comment   |
| TIN                      | Text      | 9        | 956000735, 066001854                  | No Dash, Do not omit leading zero.                |
| Supplier ID              | Number    | 3        | 111, 110, 116                         | See Supplier ID 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 not omit leading zero, Valid zip code |
| Agency Type              | Number    | 2        | 20, 30, 31                            | See Agency Type 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 decimal point, no \$ sign or commas     |

| Agency Type Table |                              |
|-------------------|------------------------------|
| Agency Type ID    | Agency Type Description      |
| 10                | K-12                         |
| 11                | Community College            |
| 12                | College and University       |
| 20                | City                         |
| 21                | City Special District        |
| 22                | Consolidated City/County     |
| 30                | County                       |
| 31                | County Special District      |
| 80                | State Agency                 |
| 81                | Independent Special District |
| 82                | Non-Profit                   |
| 84                | Other                        |
| 99                | Unknown                      |

EXHIBIT 6

ADMINISTRATION AGREEMENT ADDENDUM

AFFILIATE PROGRAMS

U.S. Communities recently established Canadian Communities, an affiliate program in Canada which offers certain qualified contract awards. U.S. Communities shall continue to explore other practical international opportunities based upon the capacity of its contract suppliers to efficiently serve Public Agencies internationally.

Understanding that Supplier may not have the capacity or desire to participate in Canadian Communities or other affiliate programs, U.S. Communities offers these opportunities on a voluntary basis to Supplier.

The terms, conditions and commitments outlined and agreed upon in the U.S. Communities Administration Agreement shall be applied to Canadian Communities and any other international opportunities.

\_\_\_\_\_ Supplier wishes to participate in Canadian Communities and other international opportunities, currently has the capacity to serve Canadian Public Agencies, and agrees to abide by the terms, conditions and commitments of the executed U.S. Communities Administration Agreement. Supplier to provide additional information requested in Canadian Communities Supplier Information section of this solicitation.

\_\_\_\_\_ Supplier does not wish to participate in Canadian Communities or other international opportunities.

SUPPLIER:

\_\_\_\_\_,  
a \_\_\_\_\_

By \_\_\_\_\_

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

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

**ADMINISTRATION AGREEMENT**

**CANADIAN COMMUNITIES**  
**SUPPLIER INFORMATION**

If you checked that Supplier wishes to participate in Canadian Communities on the Administration Agreement Addendum, Affiliate Programs, provide the following additional information.

**Company**

1. Total number and location of sales persons employed by your company in Canada;
2. Number and location of distribution outlets in Canada (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales in Canada for 2008, 2009, and 2010.

**Pricing**

Provide a separate pricing file of products offered in Canada utilizing appropriate units of measure offered by Supplier.

**EXHIBIT 7**

**STATE NOTICE ADDENDUM**

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

**Nationwide:**

**[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)**

**Other states:**

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

**Registered Cities, Towns, Villages and Boroughs in OR**

- 1 CEDAR MILL COMMUNITY LIBRARY
- 2 CITY COUNTY INSURANCE SERVICES
- 3 CITY OF ADAIR VILLAGE
- 4 CITY OF ALBANY
- 5 CITY OF ASHLAND
- 6 CITY OF ASTORIA OREGON
- 7 CITY OF AUMSVILLE
- 8 CITY OF AURORA
- 9 CITY OF BEAVERTON
- 10 CITY OF BOARDMAN
- 11 CITY OF BURNS
- 12 CITY OF CANBY
- 13 CITY OF CANNON BEACH OR
- 14 CITY OF CANYONVILLE
- 15 CITY OF CENTRAL POINT POLICE DEPARTMENT
- 16 CITY OF CLATSKANIE
- 17 CITY OF COBURG
- 18 CITY OF CONDON
- 19 CITY OF COOS BAY
- 20 CITY OF CORVALLIS
- 21 CITY OF COTTAGE GROVE
- 22 CITY OF CRESWELL
- 23 CITY OF DALLAS
- 24 CITY OF DAMASCUS
- 25 CITY OF DUNDEE
- 26 CITY OF EAGLE POINT
- 27 CITY OF ECHO
- 28 CITY OF ESTACADA
- 29 CITY OF EUGENE
- 30 CITY OF FAIRVIEW
- 31 CITY OF FALLS CITY
- 32 CITY OF GATES
- 33 CITY OF GEARHART
- 34 CITY OF GERVAIS



- 35 CITY OF GOLD HILL
- 36 CITY OF GRANTS PASS
- 37 CITY OF GRANTS PASS
- 38 CITY OF GRESHAM
- 39 CITY OF HALSEY
- 40 CITY OF HAPPY VALLEY
- 41 CITY OF HILLSBORO
- 42 CITY OF HOOD RIVER
- 43 CITY OF JOHN DAY
- 44 CITY OF KLAMATH FALLS
- 45 CITY OF LA GRANDE
- 46 CITY OF LAKE OSWEGO
- 47 CITY OF LAKESIDE
- 48 CITY OF LEBANON
- 49 CITY OF LINCOLN CITY
- 50 CITY OF MALIN
- 51 CITY OF MCMINNVILLE
- 52 CITY OF MEDFORD
- 53 CITY OF MILL CITY
- 54 CITY OF MILLERSBURG
- 55 CITY OF MILWAUKIE
- 56 City of Monmouth
- 57 CITY OF MORO
- 58 CITY OF MOSIER
- 59 CITY OF NEWBERG
- 60 CITY OF NORTH PLAINS
- 61 CITY OF OREGON CITY
- 62 CITY OF PHOENIX
- 63 CITY OF PILOT ROCK
- 64 CITY OF PORT ORFORD
- 65 CITY OF PORTLAND
- 66 CITY OF POWERS
- 67 CITY OF PRAIRIE CITY
- 68 CITY OF REDMOND
- 69 CITY OF REEDSPORT
- 70 CITY OF RIDDLE
- 71 CITY OF SALEM
- 72 CITY OF SANDY
- 73 CITY OF SANDY
- 74 CITY OF SCAPPOOSE
- 75 CITY OF SEASIDE
- 76 CITY OF SHADY COVE
- 77 CITY OF SHERWOOD
- 78 CITY OF SILVERTON
- 79 CITY OF SPRINGFIELD
- 80 CITY OF ST. PAUL
- 81 CITY OF STAYTON
- 82 CITY OF TIGARD, OREGON
- 83 City of Troutdale
- 84 CITY OF TUALATIN, OREGON
- 85 CITY OF WARRENTON

- 86 CITY OF WEST LINN/PARKS
- 87 CITY OF WILSONVILLE
- 88 CITY OF WINSTON
- 89 CITY OF WOOD VILLAGE
- 90 CITY OF WOODBURN
- 91 CITY OF YACHATS
- 92 FLORENCE AREA CHAMBER OF COMMERCE
- 93 GASTON RURAL FIRE DEPARTMENT
- 94 GLADSTONE POLICE DEPARTMENT
- 95 Hermiston Fire & Emergency Svcs
- 96 HOUSING AUTHORITY OF THE CITY OF SALEM
- 97 KEIZER POLICE DEPARTMENT
- 98 LEAGUE OF OREGON CITIES
- 99 MALIN COMMUNITY PARK AND RECREATION DISTRICT
- 100 METRO
- 101 MONMOUTH - INDEPENDENCE NETWORK
- 102 North Lincoln Fire & Rescue #1
- 103 PORTLAND DEVELOPMENT COMMISSION
- 104 RAINIER POLICE DEPARTMENT
- 105 RIVERGROVE WATER DISTRICT
- 106 St. Helens, City of
- 107 SUNSET EMPIRE PARK AND RECREATION
- 108 THE CITY OF NEWPORT
- 109 THE NEWPORT PARK AND RECREATION CENTER
- 110 TILLAMOOK PEOPLES UTILITY DISTRICT
- 111 Tillamook Urban Renewal Agency
- 112 TUALATIN VALLEY FIRE & RESCUE
- 113 WEST VALLEY HOUSING AUTHORITY

**Registered 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 DOUGLAS COUNTY
- 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 Josephine County Sheriff
- 29 KLAMATH COUNTY VETERANS SERVICE OFFICE
- 30 LAKE COUNTY
- 31 LANE COUNTY
- 32 LINCOLN COUNTY
- 33 LINN COUNTY
- 34 MARION COUNTY , SALEM, OREGON
- 35 MARION COUNTY FIRE DISTRICT #1
- 36 MORROW COUNTY
- 37 MULTNOMAH COUNTY
- 38 MULTNOMAH LAW LIBRARY
- 39 MULTNOMAH COUNTY DRAINAGE DISTRICT #1
- 40 NAMI LANE COUNTY
- 41 NEAH KAH NIE WATER DISTRICT
- 42 OR INT'L PORT OF COOS BAY
- 43 POLK COUNTY
- 44 PORT OF BANDON
- 45 PORT OF UMPQUA
- 46 SANDY FIRE DISTRICT NO. 72
- 47 SHERMAN COUNTY
- 48 UMATILLA COUNTY, OREGON
- 49 UNION COUNTY
- 50 WALLOWA COUNTY
- 51 WASCO COUNTY
- 52 WASHINGTON COUNTY
- 53 YAMHILL COUNTY
- 54 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

**Registered 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
- 24 ROGUE COMMUNITY COLLEGE
- 25 SOUTHWESTERN OREGON COMMUNITY COLLEGE
- 26 TILLAMOOK BAY COMMUNITY COLLEGE
- 27 UMPQUA COMMUNITY COLLEGE
- 28 WESTERN STATES CHIROPRACTIC COLLEGE
- 29 WILLAMETTE UNIVERSITY

**Registered K-12 in OR**

- 1 Amity School District 4-J
- 2 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
- 3 ARLINGTON SCHOOL DISTRICT NO. 3
- 4 ASTORIA SCHOOL DISTRICT 1C
- 5 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
- 6 BAKER SCHOOL DISTRICT 5-J
- 7 BANDON SCHOOL DISTRICT
- 8 BANKS SCHOOL DISTRICT
- 9 BEAVERTON SCHOOL DISTRICT
- 10 BEND / LA PINE SCHOOL DISTRICT
- 11 BEND-LA PINE SCHOOL DISTRICT
- 12 BROOKING HARBOR SCHOOL DISTRICT NO.17-C
- 13 CANBY SCHOOL DISTRICT
- 14 CANYONVILLE CHRISTIAN ACADEMY
- 15 CASCADE SCHOOL DISTRICT
- 16 CASCADES ACADEMY OF CENTRAL OREGON
- 17 CENTENNIAL SCHOOL DISTRICT
- 18 CENTRAL CATHOLIC HIGH SCHOOL
- 19 CENTRAL POINT SCHOOL DISTRICT NO. 6
- 20 CENTRAL SCHOOL DISTRICT 13J
- 21 CLACKAMAS EDUCATION SERVICE DISTRICT
- 22 COOS BAY SCHOOL DISTRICT
- 23 COOS BAY SCHOOL DISTRICT NO.9
- 24 COQUILLE SCHOOL DISTRICT 8
- 25 COUNTY OF YAMHILL SCHOOL DISTRICT 29
- 26 CRESWELL SCHOOL DISTRICT
- 27 CROSSROADS CHRISTIAN SCHOOL
- 28 CULVER SCHOOL DISTRICT NO.
- 29 DALLAS SCHOOL DISTRICT NO. 2
- 30 DAVID DOUGLAS SCHOOL DISTRICT
- 31 DAYTON SCHOOL DISTRICT NO.8
- 32 DE LA SALLE N CATHOLIC HS
- 33 DESCHUTES COUNTY SD NO.6 - SISTERS SD
- 34 DOUGLAS COUNTY SCHOOL DISTRICT 116
- 35 DOUGLAS EDUCATION SERVICE DISTRICT
- 36 DUFUR SCHOOL DISTRICT NO.29
- 37 ELKTON SCHOOL DISTRICT NO.34
- 38 ESTACADA SCHOOL DISTRICT NO.108
- 39 FOREST GROVE SCHOOL DISTRICT

- 40 GASTON SCHOOL DISTRICT 511J
- 41 GEN CONF OF SDA CHURCH WESTERN OR
- 42 GERVAIS SCHOOL DIST. #1
- 43 GLADSTONE SCHOOL DISTRICT
- 44 GLENDALE SCHOOL DISTRICT
- 45 GLIDE SCHOOL DISTRICT NO.12
- 46 GRANTS PASS SCHOOL DISTRICT 7
- 47 GREATER ALBANY PUBLIC SCHOOL DISTRICT
- 48 GRESHAM-BARLOW SCHOOL DISTRICT
- 49 HARNEY COUNTY SCHOOL DIST. NO.3
- 50 HARNEY EDUCATION SERVICE DISTRICT
- 51 HEAD START OF LANE COUNTY
- 52 HERITAGE CHRISTIAN SCHOOL
- 53 HIGH DESERT EDUCATION SERVICE DISTRICT
- 54 hillsboro school district
- 55 HOOD RIVER COUNTY SCHOOL DISTRICT
- 56 JACKSON CO SCHOOL DIST NO.9
- 57 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
- 58 JEFFERSON SCHOOL DISTRICT
- 59 KLAMATH FALLS CITY SCHOOLS
- 60 LA GRANDE SCHOOL DISTRICT
- 61 LAKE OSWEGO SCHOOL DISTRICT 7J
- 62 LANE COUNTY SCHOOL DISTRICT 4J
- 63 LANE COUNTY SCHOOL DISTRICT 69
- 64 LEBANON COMMUNITY SCHOOLS NO.9
- 65 LINCOLN COUNTY SCHOOL DISTRICT
- 66 LINN CO. SCHOOL DIST. 95C - SCIO SD
- 67 LIVINGSTONE ADVENTIST ACADEMY
- 68 LOST RIVER JR/SR HIGH SCHOOL
- 69 LOWELL SCHOOL DISTRICT NO.71
- 70 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
- 71 MCMINNVILLE SCHOOL DISTRICT NO.40
- 72 MEDFORD SCHOOL DISTRICT 549C
- 73 MITCH CHARTER SCHOOL
- 74 MOLALLA RIVER ACADEMY
- 75 MOLALLA RIVER SCHOOL DISTRICT NO.35
- 76 MONROE SCHOOL DISTRICT NO.1J
- 77 MORROW COUNTY SCHOOL DISTRICT
- 78 MT. ANGEL SCHOOL DISTRICT NO.91
- 79 MT.SCOTT LEARNING CENTERS
- 80 MULTISENSORY LEARNING ACADEMY
- 81 MULTNOMAH EDUCATION SERVICE DISTRICT
- 82 MYRTLE POINT SCHOOL DISTRICT NO.41
- 83 NEAH-KAH-NIE DISTRICT NO.56
- 84 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
- 85 NOBEL LEARNING COMMUNITIES
- 86 NORTH BEND SCHOOL DISTRICT 13
- 87 NORTH CLACKAMAS SCHOOL DISTRICT
- 88 NORTH SANTIAM SCHOOL DISTRICT 29J
- 89 NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
- 90 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT

- 91 NYSSA SCHOOL DISTRICT NO. 26
- 92 ONTARIO MIDDLE SCHOOL
- 93 OREGON TRAIL SCHOOL DISTRICT NO.46
- 94 OUR LADY OF THE LAKE SCHOOL
- 95 PHILOMATH SCHOOL DISTRICT
- 96 PHOENIX-TALENT SCHOOL DISTRICT NO.4
- 97 PORTLAND ADVENTIST ACADEMY
- 98 PORTLAND JEWISH ACADEMY
- 99 PORTLAND PUBLIC SCHOOLS
- 100 RAINIER SCHOOL DISTRICT
- 101 REDMOND PROFICIENCY ACADEMY
- 102 REDMOND SCHOOL DISTRICT
- 103 REEDSPORT SCHOOL DISTRICT
- 104 REYNOLDS SCHOOL DISTRICT
- 105 ROGUE RIVER SCHOOL DISTRICT NO.35
- 106 ROSEBURG PUBLIC SCHOOLS
- 107 SALEM-KEIZER PUBLIC SCHOOLS
- 108 Santiam Canyon SD 129J
- 109 SCAPPOOSE SCHOOL DISTRICT 1J
- 110 SEASIDE SCHOOL DISTRICT 10
- 111 SEVEN PEAKS SCHOOL
- 112 Sheridan School District 48J
- 113 SHERWOOD SCHOOL DISTRICT 88J
- 114 SILVER FALLS SCHOOL DISTRICT
- 115 SIUSLAW SCHOOL DISTRICT
- 116 SOUTH COAST EDUCATION SERVICE DISTRICT
- 117 SOUTH LANE SCHOOL DISTRICT 45J3
- 118 SOUTH UMPQUA SCHOOL DISTRICT #19
- 119 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
- 120 SOUTHWEST CHARTER SCHOOL
- 121 SPRINGFIELD SCHOOL DISTRICT NO.19
- 122 St. Mary Catholic School
- 123 St. Paul School District
- 124 STANFIELD SCHOOL DISTRICT
- 125 SWEET HOME SCHOOL DISTRICT NO.55
- 126 THE CATLIN GABEL SCHOOL
- 127 TIGARD-TUALATIN SCHOOL DISTRICT
- 128 UMATILLA-MORROW ESD
- 129 VERNONIA SCHOOL DISTRICT 47J
- 130 WEST HILLS COMMUNITY CHURCH
- 131 WEST LINN WILSONVILLE SCHOOL DISTRICT
- 132 WHITEAKER MONTESSORI SCHOOL
- 133 WILLAMETTE EDUCATION SERVICE DISTRICT
- 134 WILLAMINA SCHOOL DISTRICT
- 135 YONCALLA SCHOOL DISTRICT NO.32

**Registered NonProfit and Other in OR**

- 1 211INFO
- 2 ACUMENTRA HEALTH
- 3 ADDICTIONS RECOVERY CENTER, INC
- 4 All God's Children International
- 5 ALLFOURONE/CRESTVIEW CONFERENCE CTR.

- 6 ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
- 7 ALZHEIMERS NETWORK OF OREGON
- 8 ASHLAND COMMUNITY HOSPITAL
- 9 ATHENA LIBRARY FRIENDS ASSOCIATION
- 10 BARLOW YOUTH FOOTBALL
- 11 BAY AREA FIRST STEP, INC.
- 12 BENTON HOSPICE SERVICE
- 13 BETHEL CHURCH OF GOD
- 14 BIRCH COMMUNITY SERVICES, INC.
- 15 BLACHLY LANE ELECTRIC COOPERATIVE
- 16 BLIND ENTERPRISES OF OREGON
- 17 Bob Belloni Ranch, Inc.
- 18 BONNEVILLE ENVIRONMENTAL FOUNDATION
- 19 BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
- 20 BROAD BASE PROGRAMS INC.
- 21 CANBY FOURSQUARE CHURCH
- 22 CANCER CARE RESOURCES
- 23 CASCADIA BEHAVIORAL HEALTHCARE
- 24 CASCADIA REGION GREEN BUILDING COUNCIL
- 25 CATHOLIC CHARITIES
- 26 CATHOLIC COMMUNITY SERVICES
- 27 CENTER FOR COMMUNITY CHANGE
- 28 CENTER FOR RESEARCH TO PRACTICE
- 29 CENTRAL BIBLE CHURCH
- 30 CENTRAL CITY CONCERN
- 31 CENTRAL DOUGLAS COUNTY FAMILY YMCA
- 32 CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
- 33 CHILDPEACE MONTESSORI
- 34 CITY BIBLE CHURCH
- 35 CLACKAMAS RIVER WATER
- 36 CLASSROOM LAW PROJECT
- 37 Clatskanie People's Utility District
- 38 COAST REHABILITATION SERVICES
- 39 Coastal Family Health Center
- 40 COLLEGE HOUSING NORTHWEST
- 41 COLUMBIA COMMUNITY MENTAL HEALTH
- 42 COMMUNITY ACTION ORGANIZATION
- 43 COMMUNITY ACTION TEAM, INC.
- 44 COMMUNITY CANCER CENTER
- 45 COMMUNITY HEALTH CENTER, INC
- 46 COMMUNITY VETERINARY CENTER
- 47 CONFEDERATED TRIBES OF GRAND RONDE
- 48 CONSERVATION BIOLOGY INSTITUTE
- 49 CONTEMPORARY CRAFTS MUSEUM AND GALLERY
- 50 CORVALLIS MOUNTAIN RESCUE UNIT
- 51 COVENANT CHRISTIAN HOOD RIVER
- 52 COVENANT RETIREMENT COMMUNITIES
- 53 DECISION SCIENCE RESEARCH INSTITUTE, INC.
- 54 DELIGHT VALLEY CHURCH OF CHRIST
- 55 DOGS FOR THE DEAF, INC.
- 56 DOUGLAS ELECTRIC COOPERATIVE, INC.

57 EAST HILL CHURCH  
58 EAST SIDE FOURSQUARE CHURCH  
59 EAST WEST MINISTRIES INTERNATIONAL  
60 EDUCATIONAL POLICY IMPROVEMENT CENTER  
61 ELMIRA CHURCH OF CHRIST  
62 EMERALD PUD  
63 EMMAUS CHRISTIAN SCHOOL  
64 EN AVANT, INC.  
65 ENTERPRISE FOR EMPLOYMENT AND EDUCATION  
66 EUGENE BALLET COMPANY  
67 EUGENE SYMPHONY ASSOCIATION, INC.  
68 EUGENE WATER & ELECTRIC BOARD  
69 EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.  
70 FAIR SHARE RESEARCH AND EDUCATION FUND  
71 FAITH CENTER  
72 FAITHFUL SAVIOR MINISTRIES  
73 FAMILIES FIRST OF GRANT COUNTY, INC.  
74 FANCONI ANEMIA RESEARCH FUND INC.  
75 FARMWORKER HOUSING DEV CORP  
76 FIRST CHURCH OF THE NAZARENE  
77 FIRST UNITARIAN CHURCH  
78 FORD FAMILY FOUNDATION  
79 FOUNDATIONS FOR A BETTER OREGON  
80 FRIENDS OF THE CHILDREN  
81 GATEWAY TO COLLEGE NATIONAL NETWORK  
82 GOAL ONE COALITION  
83 GOLD BEACH POLICE DEPARTMENT  
84 GOOD SHEPHERD COMMUNITIES  
85 Good Shepherd Medical Center  
86 GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES  
87 GRACE BAPTIST CHURCH  
88 GRANT PARK CHURCH  
89 GRANTS PASS MANAGEMENT SERVICES, DBA  
90 GREATER HILLSBORO AREA CHAMBER OF COMMERCE  
91 HALFWAY HOUSE SERVICES, INC.  
92 HEARING AND SPEECH INSTITUTE INC  
93 HELP NOW! ADVOCACY CENTER  
94 HIGHLAND HAVEN  
95 HIGHLAND UNITED CHURCH OF CHRIST  
96 HIV ALLIANCE, INC  
97 HOUSING AUTHORITY OF LINCOLN COUNTY  
98 HOUSING AUTHORITY OF PORTLAND  
99 HOUSING NORTHWEST  
100 Independent Development Enterprise Alliance  
101 INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON  
102 INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION  
103 INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION  
104 InventSuccess  
105 IRCO  
106 JASPER MOUNTAIN  
107 JUNIOR ACHIEVEMENT



108 KLAMATH HOUSING AUTHORITY  
 109 LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER  
 110 LA GRANDE UNITED METHODIST CHURCH  
 111 Lane Council of Governments  
 112 LANE ELECTRIC COOPERATIVE  
 113 LANE MEMORIAL BLOOD BANK  
 114 LANECO FEDERAL CREDIT UNION  
 115 LAUREL HILL CENTER  
 116 LIFEWORKS NW  
 117 LIVING WAY FELLOWSHIP  
 118 LOAVES & FISHES CENTERS, INC.  
 119 LOCAL GOVERNMENT PERSONNEL INSTITUTE  
 120 LOOKING GLASS YOUTH AND FAMILY SERVICES  
 121 MACDONALD CENTER  
 122 MAKING MEMORIES BREAST CANCER FOUNDATION, INC.  
 123 MARION COUNTY HOUSING AUTHORITY  
 124 Mental Health for Children, Inc.  
 125 METRO HOME SAFETY REPAIR PROGRAM  
 126 METROPOLITAN FAMILY SERVICE  
 127 MID COLUMBIA COUNCIL OF GOVERNMENTS  
 128 MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL  
 129 MID-COLUMBIA CENTER FOR LIVING  
 130 MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC  
 131 MORNING STAR MISSIONARY BAPTIST CHURCH  
 132 MORRISON CHILD AND FAMILY SERVICES  
 133 MOSAIC CHURCH  
 134 NAMI of Washington County  
 135 NAMI OREGON  
 136 NATIONAL PSORIASIS FOUNDATION  
 137 NATIONAL WILD TURKEY FEDERATION  
 138 NEW AVENUES FOR YOUTH INC  
 139 NEW BEGINNINGS CHRISTIAN CENTER  
 140 NEW HOPE COMMUNITY CHURCH  
 141 NEWBERG FRIENDS CHURCH  
 142 NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY  
 143 North Pacific District of Foursquare Churches  
 144 NORTHWEST ENERGY EFFICIENCY ALLIANCE  
 145 NORTHWEST FOOD PROCESSORS ASSOCIATION  
 146 NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE  
 147 NORTHWEST REGIONAL EDUCATIONAL LABORATORY  
 148 NORTHWEST YOUTH CORPS  
 149 OCHIN  
 150 OHSU FOUNDATION  
 151 OLIVET BAPTIST CHURCH  
 152 OMNIMEDIX INSTITUTE  
 153 OPEN MEADOW ALTERNATIVE SCHOOLS, INC.  
 154 OREGON BALLET THEATRE  
 155 OREGON CITY CHURCH OF THE NAZARENE  
 156 OREGON COAST COMMUNITY ACTION  
 157 OREGON DEATH WITH DIGNITY  
 158 OREGON DONOR PROGRAM

159 OREGON EDUCATION ASSOCIATION  
160 OREGON ENVIRONMENTAL COUNCIL  
161 OREGON LIONS SIGHT & HEARING FOUNDATION  
162 OREGON MUSUEM OF SCIENCE AND INDUSTRY  
163 OREGON PROGRESS FORUM  
164 OREGON REPERTORY SINGERS  
165 Oregon Research Institute  
166 OREGON STATE UNIVERSITY ALUMNI ASSOCIATION  
167 OREGON SUPPORTED LIVING PROGRAM  
168 OSLC COMMUNITY PROGRAMS  
169 OUTSIDE IN  
170 OUTSIDE IN  
171 PACIFIC CASCADE FEDERAL CREDIT UNION  
172 PACIFIC FISHERY MANAGEMENT COUNCIL  
173 PACIFIC INSTITUTES FOR RESEARCH  
174 PACIFIC STATES MARINE FISHERIES COMMISSION  
175 PARALYZED VETERANS OF AMERICA  
176 PARTNERSHIPS IN COMMUNITY LIVING, INC.  
177 PENDLETON ACADEMIES  
178 PENTAGON FEDERAL CREDIT UNION  
179 PLANNED PARENTHOOD OF SOUTHWESTERN OREGON  
180 PORT CITY DEVELOPMENT CENTER  
181 PORTLAND ART MUSEUM  
182 PORTLAND BUSINESS ALLIANCE  
183 PORTLAND HABILITATION CENTER, INC.  
184 Portland Oregon Visitors Association  
185 PORTLAND SCHOOLS FOUNDATION  
186 PORTLAND WOMENS CRISIS LINE  
187 PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND  
188 PRINGLE CREEK SUSTAINABLE LIVING CENTER  
189 PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL  
190 PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.  
191 QUADRIPLLEGICS UNITED AGAINST DEPENDENCY, INC.  
192 REBUILDING TOGETHER - PORTLAND INC.  
193 REGIONAL ARTS AND CULTURE COUNCIL  
194 RELEVANT LIFE CHURCH  
195 RENEWABLE NORTHWEST PROJECT  
196 ROGUE FEDERAL CREDIT UNION  
197 ROSE VILLA, INC.  
198 SACRED HEART CATHOLIC DAUGHTERS  
199 SAIF CORPORATION  
200 SAINT ANDREW NATIVITY SCHOOL  
201 SAINT CATHERINE OF SIENA CHURCH  
202 SAINT JAMES CATHOLIC CHURCH  
203 Salem Academy  
204 SALEM ALLIANCE CHURCH  
205 SALEM ELECTRIC  
206 SALMON-SAFE INC.  
207 SCIENCEWORKS  
208 SE WORKS  
209 SECURITY FIRST CHILD DEVELOPMENT CENTER

- 210 SELF ENHANCEMENT INC.
- 211 SERENITY LANE
- 212 SEXUAL ASSAULT RESOURCE CENTER
- 213 SHELTERCARE
- 214 SHERIDAN JAPANESE SCHOOL FOUNDATION
- 215 SHERMAN DEVELOPMENT LEAGUE, INC.
- 216 SILVERTON AREA COMMUNITY AID
- 217 SISKIYOU INITIATIVE
- 218 SMART
- 219 SOCIAL VENTURE PARTNERS PORTLAND
- 220 SONRISE CHURCH
- 221 SOUTH COAST HOSPICE, INC.
- 222 SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
- 223 SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
- 224 SOUTHERN OREGON HUMANE SOCIETY
- 225 SPARC ENTERPRISES
- 226 SPIRIT WIRELESS
- 227 SPONSORS, INC.
- 228 SPOTLIGHT THEATRE OF PLEASANT HILL
- 229 SPRINGFIELD UTILITY BOARD
- 230 ST VINCENT DE PAUL
- 231 ST. ANTHONY CHURCH
- 232 ST. ANTHONY SCHOOL
- 233 ST. MARYS OF MEDFORD, INC.
- 234 St. Matthew Catholic School
- 235 ST. VINCENT DEPAUL OF LANE COUNTY
- 236 STAND FOR CHILDREN
- 237 STAR OF HOPE ACTIVITY CENTER INC.
- 238 Store to Door
- 239 Street Ministry
- 240 SUMMIT VIEW COVENANT CHURCH
- 241 SUNNYSIDE FOURSQUARE CHURCH
- 242 SUNRISE ENTERPRISES
- 243 SUSTAINABLE NORTHWEST
- 244 TENAS ILLAHEE CHILDCARE CENTER
- 245 The Dreaming Zebra Foundation
- 246 THE EARLY EDUCATION PROGRAM, INC.
- 247 The International School
- 248 THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
- 249 THE NEXT DOOR
- 250 THE OREGON COMMUNITY FOUNDATION
- 251 THE SALVATION ARMY - CASCADE DIVISION
- 252 TILLAMOOK CNTY WOMENS CRISIS CENTER
- 253 TILLAMOOK ESTUARIES PARTNERSHIP
- 254 TOUCHSTONE PARENT ORGANIZATION
- 255 TRAILS CLUB
- 256 TRAINING EMPLOYMENT CONSORTIUM
- 257 TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
- 258 TRILLIUM FAMILY SERVICES, INC.
- 259 UMPQUA COMMUNITY DEVELOPMENT CORPORATION
- 260 UNION GOSPEL MISSION

- 261 UNITED CEREBRAL PALSY OF OR AND SW WA
- 262 UNITED WAY OF THE COLUMBIA WILLAMETTE
- 263 US CONFERENCE OF MENONNITE BRETHREN CHURCHES
- 264 US FISH AND WILDLIFE SERVICE
- 265 USAGENCIES CREDIT UNION
- 266 VERMONT HILLS FAMILY LIFE CENTER
- 267 Viking Sal Senior Center
- 268 VIRGINIA GARCIA MEMORIAL HEALTH CENTER
- 269 VOLUNTEERS OF AMERICA OREGON
- 270 WE CARE OREGON
- 271 WESTERN RIVERS CONSERVANCY
- 272 WESTERN STATES CENTER
- 273 WESTSIDE BAPTIST CHURCH
- 274 WHITE BIRD CLINIC
- 275 WILD SALMON CENTER
- 276 WILLAMETTE FAMILY
- 277 WILLAMETTE LUTHERAN HOMES, INC
- 278 WILLAMETTE VIEW INC.
- 279 Women's Safety & Resource Center
- 280 WOODBURN AREA CHAMBER OF COMMERCE
- 281 WORD OF LIFE COMMUNITY CHURCH
- 282 WORKSYSTEMS INC
- 283 YOUTH GUIDANCE ASSOC.
- 284 YWCA SALEM

**Registered Special/Independent in OR**

- 1 Banks Fire District #13
- 2 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
- 3 CHEHALEM PARK AND RECREATION DISTRICT
- 4 COLUMBIA 911 COMMUNICATIONS DISTRICT
- 5 GLENDALE RURAL FIRE DISTRICT
- 6 HOODLAND FIRE DISTRICT NO.74
- 7 KLAMATH COUNTY 9-1-1
- 8 LANE EDUCATION SERVICE DISTRICT
- 9 LANE TRANSIT DISTRICT
- 10 METROPOLITAN EXPOSITION-RECREATION COMMISSION
- 11 NW POWER POOL
- 12 OAK LODGE WATER DISTRICT
- 13 PORT OF SIUSLAW
- 14 PORT OF ST HELENS
- 15 REGIONAL AUTOMATED INFORMATION NETWORK
- 16 SALEM AREA MASS TRANSIT DISTRICT
- 17 THE PORT OF PORTLAND
- 18 TUALATIN HILLS PARK AND RECREATION DISTRICT
- 19 TUALATIN VALLEY WATER DISTRICT
- 20 UNION SOIL & WATER CONSERVATION DISTRICT
- 21 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
- 22 WILLAMALANE PARK AND RECREATION DISTRICT

**Registered State Agencies in OR**

- 1 BOARD OF MEDICAL EXAMINERS
- 2 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
- 3 OFFICE OF THE STATE TREASURER

- 4 OREGON BOARD OF ARCHITECTS
- 5 OREGON CHILD DEVELOPMENT COALITION
- 6 OREGON DEPARTMENT OF EDUCATION
- 7 OREGON DEPARTMENT OF FORESTRY
- 8 OREGON DEPT OF TRANSPORTATION
- 9 OREGON DEPT. OF EDUCATION
- 10 OREGON LOTTERY
- 11 OREGON OFFICE OF ENERGY
- 12 OREGON STATE BOARD OF NURSING
- 13 OREGON STATE DEPT OF CORRECTIONS
- 14 OREGON STATE POLICE
- 15 OREGON TOURISM COMMISSION
- 16 OREGON TRAVEL INFORMATION COUNCIL
- 17 SANTIAM CANYON COMMUNICATION CENTER
- 18 SEIU LOCAL 503, OPEU

**Registered Counties and Parishes in HI**

- CITY AND COUNTY OF HONOLULU
- 1 BOARD OF WATER SUPPLY
- 2 COUNTY OF HAWAII
- 3 MAUI COUNTY COUNCIL

**Registered Higher Education in HI**

- 1 ARGOSY UNIVERSITY
- 2 BRIGHAM YOUNG UNIVERSITY - HAWAII
- 3 COLLEGE OF THE MARSHALL ISLANDS
- 4 HAWAII PACIFIC UNIVERSITY
- 5 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
- 6 UNIVERSITY OF HAWAII AT MANOA

**Registered K-12 in HI**

- 1 CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
- 2 EMMANUAL LUTHERAN SCHOOL
- 3 HANAHAU`OLI SCHOOL
- 4 HAWAII TECHNOLOGY ACADEMY
- 5 ISLAND SCHOOL
- 6 KAMEHAMEHA SCHOOLS
- 7 KE KULA O S. M. KAMAKAU
- 8 MARYKNOLL SCHOOL
- 9 PACIFIC BUDDHIST ACADEMY

**Registered NonProfit and Other in HI**

- 1 ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
- 2 ALOHACARE
- 3 AMERICAN LUNG ASSOCIATION
- 4 ASSOCIATION OF OWNERS OF KUKUI PLAZA
- 5 BISHOP MUSEUM
- 6 BUILDING INDUSTRY ASSOCIATION OF HAWAII
- 7 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
- 8 EAH, INC.
- 9 EASTER SEALS HAWAII
- 10 GOODWILL INDUSTRIES OF HAWAII, INC.
- 11 HABITAT FOR HUMANITY MAUI
- 12 HALE MAHAOLU
- 13 HAROLD K.L. CASTLE FOUNDATION

- 14 HAWAII AGRICULTURE RESEARCH CENTER
- 15 Hawaii Carpenters Market Recovery Program Fund
- 16 HAWAII EMPLOYERS COUNCIL
- 17 HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
- 18 HAWAII STATE FCU
- 19 HONOLULU HABITAT FOR HUMANITY
- 20 IUPAT, DISTRICT COUNCIL 50
- 21 LANAKILA REHABILITATION CENTER INC.
- 22 LEEWARD HABITAT FOR HUMANITY
- 23 MAUI COUNTY FCU
- 24 MAUI ECONOMIC DEVELOPMENT BOARD
- 25 MAUI ECONOMIC OPPORTUNITY, INC.
- 26 MAUI FAMILY YMCA
- 27 NA HALE O MAUI
- 28 NA LEI ALOHA FOUNDATION
- 29 NETWORK ENTERPRISES, INC.
- 30 ORI ANUENUE HALE, INC.
- 31 PARTNERS IN DEVELOPMENT FOUNDATION
- 32 POLYNESIAN CULTURAL CENTER
- 33 PUNAHOU SCHOOL
- 34 Saint Louis School
- 35 ST. THERESA CHURCH
- 36 UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
- 37 W. M. KECK OBSERVATORY
- 38 WAIANAЕ COMMUNITY OUTREACH
- 39 WAILUKU FEDERAL CREDIT UNION
- 40 YMCA OF HONOLULU

**Registered State Agencies in HI**

- 1 ADMIN. SERVICES OFFICE
- 2 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
- 3 HAWAII HEALTH SYSTEMS CORPORATION
- 4 SOH- JUDICIARY CONTRACTS AND PURCH
- 5 STATE DEPARTMENT OF DEFENSE
- 6 STATE OF HAWAII
- 7 STATE OF HAWAII
- 8 STATE OF HAWAII, DEPT. OF EDUCATION

**Registered 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 CITY OF ALEXANDRIA
- 7 CITY OF BAKER POLICE DEPARTMENT
- 8 CITY OF BOSSIER
- 9 CITY OF COVINGTON
- 10 city of gretna
- 11 CITY OF HAMMOND
- 12 CITY OF KENNER
- 13 CITY OF LAKE CHARLES FIRE DEPT
- 14 CITY OF LEESVILLE

- 15 CITY OF MINDEN
- 16 CITY OF MONROE
- 17 CITY OF NEW ROADS
- 18 CITY OF PLAQUEMINE
- 19 CITY OF PORT ALLEN
- 20 CITY OF RUSTON
- 21 CITY OF SHREVEPORT
- 22 CITY OF SLIDELL
- 23 CITY OF VILLE PLATTE
- 24 CITY OF WEST MONROE
- 25 CITY OF WESTLAKE
- 26 CITY OF WINNFIELD
- 27 CITY OF WINNSBORO
- 28 DENHAM SPRINGS CITY MARSHAL
- 29 FIRE PROTECTION DIST. NO. 5
- 30 GREATER NEW ORLEANS EXPRESSWAY COMMISSION
- 31 GREATER NEW ORLEANS FOUNDATION
- 32 LOUISIANA PUBLIC EMPLOYEES COUNCIL 17 AFSCME AFL- CIO  
BUILDING CORP
- 33 MONROE CITY
- 34 PONCHATOULA POLICE DEPT.
- 35 RAYNE HOUSING AUTHORITY
- 36 Sewerage and Water Board of New Orleans
- 37 ST. BERNARD PARISH GOVERNMENT
- 38 TOWN OF ARCADIA
- 39 TOWN OF BENTON
- 40 TOWN OF CHURCH POINT
- 41 TOWN OF FARMERVILLE
- 42 TOWN OF GRAND ISLE
- 43 TOWN OF HAYNESVILLE
- 44 TOWN OF HOMER
- 45 TOWN OF JONESBORO
- 46 TOWN OF JONESVILLE
- 47 TOWN OF LEONVILLE
- 48 TOWN OF OLLA
- 49 TOWN OF PEARL RIVER
- 50 TOWN OF RAYVILLE
- 51 TOWN OF ROSEPINE
- 52 TOWN OF STERLINGTON
- 53 TOWN OF WATERPROOF
- 54 TOWN OF WHITE CASTLE
- 55 VILLAGE OF FENTON
- 56 VILLAGE OF FOREST HILL
- 57 VILLAGE OF PALMETTO

**Registered 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 BOSSIER PARISH ASSESSOR

7 BOSSIER PARISH CLERK OF CT  
8 BOSSIER SHERIFFS DEPARTMENT  
9 CADDO PARISH COMMISSION  
10 CADDO PARISH TAX ASSESSOR  
11 CALDWELL PARISH CLERK OF COURT  
12 CALDWELL PARISH HOUSING AUTHORITY  
13 CATAHOULA PARISH POLICE JURY  
14 CITY OF OPELOUSAS  
15 CLAIBORNE PARISH POLICE JURY  
16 CONCORDIA PARISH POLICE JURY  
17 DESOTO PARISH EMS  
18 DESOTO PARISH POLICE JURY  
19 DESOTO PARISH TAX ASSESSOR  
20 EAST BATON ROUGE PARISH CLERK OF COURT  
21 EAST CENTRAL BOSSIER PARISH FIRE DISTRICT #1  
22 EAST FELICIANA PARISH SHERIFF OFFICE  
23 EVANGELINE PARISH SHERIFF DEPT.  
24 FIRE PROTECTION DISTRICT NO 1 OF TENSAS PARISH  
25 FRANKLIN ECONOMIC DEVELOPMENT FOUNDATION  
26 GRANT PARISH POLICE JURY  
27 GRANT PARISH SHERIFF  
28 IBERIA PARISH GOVERNMENT  
29 IBERVILLE PARISH COUNCIL  
30 JACKSON PARISH POLICE JURY  
31 JEFFERSON PARISH DISTRICT ATTORNEY  
32 JEFFERSON PARISH GOVERNMENT  
33 LA SALLE PARISH POLICE JURY  
34 LINCOLN PARISH LIBRARY  
35 MOREHOUSE PARISH POLICE JURY  
36 ORLEANS PARISH CRIMINAL SHERIFFS OFFICE  
37 OUACHITA MULTI-PURPOSE COMMUNITY ACTION PROGRAM, INC  
38 OUACHITA PARISH POLICE JURY  
39 OUACHITA PARISH POLICE JURY  
40 PLAQUEMINES PARISH GOVERNMENT  
41 POINTE COUPEE PARISH POLICE JURY  
42 RAPIDES PARISH LIBRARY  
43 RAPIDES PARISH POLICE JURY  
44 RICHLAND PARISH LIBRARY  
45 RICHLAND PARISH SHERIFF DEPARTMENT  
46 SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION  
47 ST JOHNS THE BAPTIST PARISH  
48 ST LANDRY PARISH SHERIFF DEPT  
49 ST TAMMANY FIRE DISTRICT 4  
50 ST. BERNARD PARISH ADULT DRUG COURT  
51 ST. CHARLES PARISH  
52 ST. MARY PARISH GOVERNMENT  
53 St. Tammany Parish Assessor  
54 SULPHUR PARKS AND RECREATION  
55 TANGIPAHOA MOSQUITO ABATEMENT DISTRICT  
56 TENSAS PARISH POLICE JURY  
57 THIRD JUDICIAL DISTRICT COURT



- 58 UNION PARISH HOMELAND SECURITY
- 59 WEBSTER PARISH POLICE JURY
- 60 WEST CARROLL PARISH SHERIFFS DEPT.
- 61 WEST FELICIANA COMMUNICATIONS DISTRICT
- 62 WINN PARISH DISTRICT ATTORNEY
- 63 WINN PARISH POLICE JURY

**Registered Higher Education in LA**

- 1 CAMERON COLLEGE
- 2 CENTENARY COLLEGE OF LOUISIANA
- 3 COMPASS CAREER COLLEGE
- 4 DELGADO COMMUNITY COLLEGE
- 5 DILLARD UNIVERSITY
- 6 GRETNA CAREER COLLEGE
- 7 LOUISIANA STATE UNIVERSITY
- 8 LOUISIANA TECHNICAL COLLEGE
- 9 LOYOLA UNIVERSITY OF NEW ORLEANS
- 10 LSUHSC - SHREVEPORT
- 11 NEW ORLEANS BAPTIST THEOLOGICAL SEMINARY
- 12 NOTRE DAME SEMINARY
- 13 OUR LADY OF HOLY CROSS COLLEGE
- 14 SOUTH LA COMMUNITY COLLEGE
- 15 SOUTHEASTERN LOUISIANA UNIVERSITY
- 16 SOUTHERN UNIVERSITY
- 17 THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND
- 18 THE ART STATION

**Registered K-12 in LA**

- 1 ACADEMY OF THE SACRED HEART
- 2 ACADIA PARISH SCHOOL BOARD
- 3 Alexandria Country Day School
- 4 ARCHBISHOP RUMMEL HIGH SCHOOL
- 5 Archbishop Shaw High School
- 6 AVOYELLES PARISH SCHOOL BOARD
- 7 BEAUREGARD PARISH SCHOOL BOARD
- 8 BOSSIER PARISH SCHOOL BOARD
- 9 Bossier Parish School Board (BPSB)
- 10 CADDO PARISH MAGNET HIGH SCHOOL
- 11 CADDO PARISH SCHOOLS
- 12 CALCASIEU PARISH SCHOOL SYSTEM
- 13 CATAHOULA PARISH SCHOOL BOARD
- 14 CATHOLIC HIGH SCHOOL
- 15 CATHOLIC OF POINTE COUPEE SCHOOL
- 16 Cedar Creek School
- 17 CENTRAL PRIVATE SCHOOL
- 18 CENTRAL SCHOOL CORP.
- 19 CHILDREN'S CHARTER MIDDLE SCHOOL
- 20 CLAIBORNE PARISH SCHOOL BOARD
- 21 DARBONNE WOODS CHARTER SCHOOL, INC.
- 22 DELHI CHARTER SCHOOL
- 23 DeSoto Parish School Board
- 24 DIOCESE OF LAFAYETTE
- 25 E.D. WHITE CATHOLIC HIGH

- 26 EAST CARROLL PARISH SCHOOL BOARD
- 27 EPISCOPAL HIGH SCHOOL OF BATON ROUGE
- 28 EXCELSIOR CHRISTIAN SCHOOL
- 29 GRACE LUTHERAN CHURCH AND EARLY CHILDHOOD CENTER
- 30 HOLY TRINITY LUTHERAN CHURCH AND SCHOOL
- 31 HOSANNA FIRST ASSEMBLY OF GOD
- 32 IBERVILLE PARISH SCHOOL BOARD
- 33 JACKSON PARISH SCHOOL BOARD
- 34 JEFFERSON DAVIS PARISH SCHOOL BOARD
- 35 JEFFERSON PARISH SCHOOL BOARD
- 36 JESUS THE GOOD SHEPHERD SCHOOL
- 37 LAFAYETTE PARISH SCHOOL SYSTEM
- 38 LINCOLN PARISH SCHOOL BOARD
- 39 LITTLE ANGELS SCHOOL AND DAY CARE
- 40 LIVINGSTON PARISH PUBLIC SCHOOLS
- 41 LORANGER HIGH SCHOOL FOOTBALL
- 42 MADISON PARISH SCHOOL BOARD
- 43 MENTORSHIP ACADEMY
- 44 MONROE CITY SCHOOLS
- 45 MOREHOUSE PARISH SCHOOL BOARD
- 46 NEWELLTON ELEMENTARY SCHOOL
- 47 NORTHEAST BAPTIST SCHOOL
- 48 OAK FOREST ACADEMY
- 49 OPELOUSAS CATHOLIC SCHOOL
- 50 OUACHITA PARISH SCHOOL BOARD
- 51 Parkview Baptist
- 52 Recovery School District
- 53 RICHLAND PARISH SCHOOL BOARD
- 54 RIVERSIDE ACADEMY
- 55 ST JOSEPH THE WORKER
- 56 ST LANDRY PARISH SCHOOL BOARD
- 57 ST MARY'S DOMINICAN HS
- 58 ST. AMANT HIGH SCHOOL
- 59 ST. AUGUSTINE HIGH SCHOOL
- 60 ST. BERNARD PARISH PUBLIC SCHOOL DISTRICT
- 61 ST. CLETUS SCHOOL
- 62 ST. DOMINIC SCHOOL
- 63 ST. JOAN OF ARC SCHOOL
- 64 ST. JOHN ELEMENTARY/MIDDLE SCHOOL
- 65 ST. MARIA GORETTI CHURCH
- 66 ST. PIUS X SCHOOL
- 67 St.Mary Parish School Board
- 68 STATE DEPARTMENT OF EDUCATION
- 69 TANGIPAHOA PARISH SCHOOL SYSTEM
- 70 THE DUNHAM SCHOOL
- 71 UNION PARISH SCHOOL BOARD
- 72 VERMILION PARISH SCHOOL BOARD
- 73 VERNON PARISH SCHOOL BOARD
- 74 VIDALIA JUNIOR HIGH SCHOOL
- 75 VISITATION OF OUR LADY CATHOLIC SCHOOL
- 76 WEST BATON ROUGE PARISH SCHOOL BOARD

- 77 WEST CARROLL PARISH SCHOOL BOARD
- 78 WESTMINSTER CHRISTIAN ACADEMY
- 79 WINN PARISH SCHOOL BOARD

**Registered NonProfit and Other in LA**

- 1 A AND B NOTARY
- 2 ACI ST JOHN LLC
- 3 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 ASSOCIATED PROFESSIONAL EDUCATORS OF LOUISIANA
- 11 AVOYELLES PROGRESS ACTION COMMITTEE, INC
- 12 BARKSDALE FEDERAL CREDIT UNION
- 13 BARKSDALE UNITED METHODIST CHURCH
- 14 Baton Rouge Children's Advocacy Center
- 15 Beginners Mind Inc
- 16 BENTON UNITED METHODIST CHURCH
- 17 BONITA ROAD BAPTIST CHURCH
- 18 BOOST FOUNDATION, INC.
- 19 BOSSIER CHAMBER OF COMMERCE
- 20 BOSSIER PARISH MAXIMUM SECURITY JAIL
- 21 BOY SCOUTS OF AMERICA
- 22 BROADMOOR CHRISTIAN CHURCH
- 23 BROADMOOR PRESBYTERIAN CHURCH
- 24 BROADMOOR UNITED METHODIST PRESCHOOL
- 25 CAJUNDOME
- 26 CALLAWAY ENTERPRISES
- 27 CALVARY BAPTIST CHURCH
- 28 CAPITAL CITY PRESS
- 29 CENLA AREA AGENCY ON AGING, INC.
- 30 CENLA COMMUNITY ACTION COMMITTEE, INC.
- 31 CENTRAL ASSEMBLY OG GOD
- 32 CENTRAL CITY EOC
- 33 CHILDREN'S HOSPITAL
- 34 CHITIMACHA TRIBE OF LOUISIANA
- 35 CHRISTVIEW CHRISTIAN CHURCH
- 36 CITY OF FAITH PRISON MINISTRIES, INC.
- 37 COMITE BAPTIST CHURCH
- 38 COMMITTEE FOR PLAQUEMINES RECOVERY
- 39 COMMUNITY SUPPORT PROGRAMS, INC.
- 40 COOK BAPTIST CHURCH
- 41 Cornerstone Church of Zachary Inc
- 42 CROSSPOINT BAPTIST CHURCH
- 43 CROSSROADS CHURCH
- 44 DEMCO
- 45 DESOTO PARISH LIBRARY
- 46 DISABLED VETERNS OF LA CHAPTER 4
- 47 EASTER SEALS LOUISIANA

48 ELDERCARE SUPPORT SERVICES  
49 ELIZABETH BAPTIST CHURCH  
50 EMMANUEL BAPTIST CHURCH  
51 EMMANUEL BAPTIST CHURCH  
52 EMMANUEL BAPTIST CHURCH  
53 EMMANUEL MISSIONARY BAPTIST CHURCH  
54 EVANGELINE BAPTIST CHURCH  
55 FAITH TABERNACLE CHURCH  
56 FAMILY MEDICAL CLINIC OF MER ROUGE  
57 FAMILY RESOURCES OF NEW ORLEANS  
58 FAMILY WORSHIP CENTER CHURCH INC  
59 FIRST APOSTOLIC CHURCH  
60 FIRST BAPTIST CHURCH  
61 FIRST BAPTIST CHURCH  
62 FIRST BAPTIST CHURCH  
63 FIRST BAPTIST CHURCH COVINGTON  
64 FIRST BAPTIST CHURCH RUSTON  
65 FIRST CHURCH OF GOD IN OAK GROVE, INC.  
66 FIRST UNITED METHODIST CHURCH  
67 FRANKLIN MEDICAL CENTER  
68 FROM BONDAGE TO FREEDOM  
69 G B COOLEY SERVICES  
70 GIRL SCOUTS OF LA - PINES TO GULF  
71 Girls Scouts Louisiana East  
72 Go Care  
73 GOOD SAMARITANS OF FRANKLIN  
74 GRACE COMMUNITY CHURCH  
75 GRACE EPISCOPAL CHURCH  
76 GRACE LIFE FELLOWSHIP  
77 GREATER ELIZABETH BAPTIST CHURCH  
78 GREATER HOPE BAPTIST CHURCH  
79 GREATER OUACHITA WATER COMPANY  
80 GULF COAST HOUSING PARTNERSHIP  
81 HANDS ON NETWORK  
82 HARVEST CHURCH  
83 HAVEN NURSING CENTER, INC.  
84 HAVEN REHABILITATION CENTER, INC.  
85 HEALING PLACE CHURCH  
86 HEBRON BAPTIST CHURCH  
87 HOPEWELL BAPTIST CHURCH  
88 HOSANNA LUTHERAN CHURCH  
89 HOSPITAL SERVICE DISTRICT NO.1, D/B/A TRI-WARD  
90 HOUSING AUTHORITY OF BOSSIER CITY  
91 HOUSING AUTHORITY OF JEFFERSON PARISH  
92 IBERIA MEDICAL CENTER  
93 IBTS  
94 IFA CHURCH  
95 ISTROUMA AREA COUNCIL OF BOY SCOUTS  
96 JACKSON PARISH HOSPITAL  
97 Jefferson Chamber of Commerce  
98 JEWISH FEDERATION OF GREATER BATON ROUGE

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| 99  | K AND S CHILDHOOD DEVELOPMENT CENTER              |
| 100 | KING OF KINGS EVANGELICAL LUTHERAN CHURCH         |
| 101 | KIWANIS INTERNATIOINAL                            |
| 102 | LA ASSEMBLY OF THE CHURCH OF GOD                  |
| 103 | LA ASSOCIATION COMMUNITY ACTION PARTNERSHIPS      |
| 104 | LA ONE CALL                                       |
| 105 | LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION |
| 106 | LAFAYETTE TEEN COURT, INC                         |
| 107 | LAKE BETHLEHEM BAPTIST CHURCH                     |
| 108 | LAKESIDE BAPTIST CHURCH                           |
| 109 | LAKESIDE DAY CARE                                 |
| 110 | LANE CHAPEL CME                                   |
| 111 | LEWIS CME   |
| 112 | LINCOLN GENERAL HOSPITAL                          |
| 113 | LITTLE THEATRE OF MONROE, INC.                    |
| 114 | LITTLE UNION BAPTIST CHURCH                       |
| 115 | LIVINGSTON PARISH CHAMBER OF COMMERCE             |
| 116 | LIVINGSTON PARISH PRESIDENT-COUNCIL               |
| 117 | LMHA - LOUISIANA MANUFACTURED HOUSING ASSOCIATION |
| 118 | LOD AND CAROL COOK CONFERENCE CENTER AND HOTEL    |
| 119 | LOUIS INFANT CRISIS CENTER                        |
| 120 | LOUISIANA ASSOCIATION OF HEALTH PLANS             |
| 121 | LOUISIANA DISTRICT ATTORNEYS ASSOCIATION          |
| 122 | LOUISIANA FAMILY FORUM                            |
| 123 | LOUISIANA HEALTH CARE QUALITY FORUM               |
| 124 | Louisiana Hemopheilia Foundation Inc              |
| 125 | LOUISIANA REALTORS ASSOCIATION                    |
| 126 | LOUISIANA SPCA                                    |
| 127 | Louisiana Workforce LLC                           |
| 128 | LOUISISANA HIGH SCHOOL ATHLETIC ASSOCIATION       |
| 129 | MACEDONIA MISSIONS, INC.                          |
| 130 | MACON ECONOMIC OPPORTUNITY                        |
| 131 | MARION BAPTIST CHURCH                             |
| 132 | MARY BIRD CANCER CENTER                           |
| 133 | MCIO HEAD START                                   |
| 134 | METRO/REGIONAL BUSINESS INCUBATOR                 |
| 135 | MEYERS MEMORIAL CHAPEL                            |
| 136 | MIRACLE PLACE CHURCH                              |
| 137 | MOREHOUSE GENERAL HOSPITAL                        |
| 138 | MORGAN CITY HOUSING AUTHORITY                     |
| 139 | MORING STAR BAPTIST CHURCH                        |
| 140 | MOUNT CANAAN MISSIONARY BAPTIST CHURCH            |
| 141 | MOUNT HERMON BAPTIST CHURCH                       |
| 142 | MT. PLEASANT COMMUNITY DEVELOPMENT CORP. INC.     |
| 143 | MT. SINAI MBC                                     |
| 144 | MT. VERNON BAPTIST CHURCH                         |
| 145 | MT. ZION CME CHURCH                               |
| 146 | MW PRINCE HALL MASONIC HALL TEMPLE                |
| 147 | NALC BRANCH 136                                   |
| 148 | NATIONAL SAFETY COUNCIL                           |
| 149 | Nativity of Our Lady Church                       |

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| 150 | NEW BEGINNINGS CDC                                  |
| 151 | NEW CHAPEL HILL BAPTIST CHURCH                      |
| 152 | NEW DAUGHTERS OF ZION MISSIONARY BAPTIST CHURCH IN  |
| 153 | NEW GENERATIONS CHURCH OF MONROE, INC               |
| 154 | NEW GREENWOOD BAPTIST CHURCH                        |
| 155 | new home ministries                                 |
| 156 | NEW HORIZONS  |
| 157 | NEW TABERNACLE BAPTIST CHURCH                       |
| 158 | NEW TESTAMENT UNITED PENTECOSTAL CHURCH             |
| 159 | NORTH CADDO MEDICAL CENTER                          |
| 160 | NORTHWEST LOUISIANA LIONS EYE BANK                  |
| 161 | NSU CHILD AND FAMILY NETWORK                        |
| 162 | ODYSSEY HOUSE LOUISIANA, INC.                       |
| 163 | OLIVE BRANCH BAPTIST CHURCH                         |
| 164 | OPEN DOOR BAPTIST CHURCH                            |
| 165 | Ouachita Baptist Church                             |
| 166 | Our Lady of Perpetual Help Catholic Church          |
| 167 | OUR LADY OF PROMPT SUCCOR CHURCH                    |
| 168 | PARKVIEW BAPTIST CHURCH                             |
| 169 | PCPFHF  |
| 170 | PCSS  |
| 171 | PEACEFUL REST BAPTIST CHURCH                        |
| 172 | PENIEL BAPTIST CHURCH                               |
| 173 | PHILADELPHIA BAPTIST CHURCH                         |
| 174 | PINE BELT MULTI-PURPOSE COMMUNITY ACTION AGENCY     |
| 175 | PLEASANT VALLEY UNC                                 |
| 176 | PLEASEAN HILL BAPTIST CHURCH                        |
| 177 | POLICE JURY ASSOCIATION OF LOUISIANA                |
| 178 | PONCHATOULA AREA RECREATION DISTRICT NO.1           |
| 179 | PRESBYTERIAN CHURCH OF RUSTON                       |
| 180 | PRIDE COMMUNITY ASSOCIATION                         |
| 181 | PROVIDENCE HOUSE                                    |
| 182 | RAPIDES PRIMARY HEALTH CARE CENTER                  |
| 183 | REPUBLICAN PARTY OF LA                              |
| 184 | RIDGE AVENUE BAPTIST CHURCH                         |
| 185 | ROMAN CATHOLIC CHURCH OF THE DIOCESE OF BATON ROUGE |
| 186 | SEEKER SPRINGS MINISTRY CENTER                      |
| 187 | SHOWERS OF BLESSING MINISTRIES                      |
| 188 | SHREVEPORT ELECTRICAL HEALTH AND WELFARE FUND       |
| 189 | SHREVEPORT REGIONAL ARTS COUNCIL                    |
| 190 | SIMMESPORT HOUSING AUTHORITY                        |
| 191 | SOLOMON TEMPLE BAPTIST CHURCH                       |
| 192 | Southern Financial Exchange                         |
| 193 | SOUTHSIDE ECONOMIC DEVELOPMENT                      |
| 194 | SOUTHWEST ACADIA HOUSING AUTHORITY                  |
| 195 | ST PATRICK CHURCH                                   |
| 196 | ST THOMAS AQUINAS CATHOLIC CHURCH                   |
| 197 | ST. ALOYSIUS CATHOLIC SCHOOL                        |
| 198 | ST. ANDREW PRESBYTERIAN CHURCH                      |
| 199 | ST. BERNARD PROJECT                                 |
| 200 | ST. FRANCES XAVIER CABRINI CATHOLIC CHURCH          |

201 ST. FRANCIS DINER  
202 ST. GEORGE CHURCH  
203 ST. JEAN VIANNEY CHURCH  
204 ST. JOHN THE BAPTIST CATHOLIC CHURCH  
205 ST. JOHN THE BAPTIST CATHOLIC CHURCH  
206 ST. LANDRY PARISH HOUSING AUTHORITY  
207 ST. MARY CAA, INC.  
208 ST. MARY PARISH TOURIST COMMISSION  
209 ST. MARYS BAPTIST CHURCH  
210 ST. MICHAEL SPECIAL SCHOOL  
211 ST. PAUL BAPTIST CHURCH  
212 ST. PAULS UNITED METHODIST CHURCH  
213 ST. REST BAPTIST CHURCH  
214 ST.ANSELM CATHOLIC CHURCH  
215 ST.MARY PARISH LIBRARY  
216 STARLIGHT BAPTIST CHURCH  
217 STEEPLE CHASE BAPTIST CHURCH  
218 STERLINGTON HOLINESS TABERNACLE  
219 SUMMER GROVE BAPTIST ACADEMY  
220 SUMMER GROVE BAPTIST CHURCH  
221 SWEETWATER BAPTIST CHURCH  
222 The Arc Of Iberia  
223 THE CELL COMMUNITY SCHOOL & RESOURCE CENTER  
224 THE CHURCH OF THE LIVING GOD  
225 THE FULLER CENTER FOR HOUSING OF NWLA  
226 THE HARVEST  
227 THE HOUSE OF FAITH HOPE AND CHARITY  
228 THE SALVATION ARMY  
229 THE SHREVEPORT-BOSSIER KOREAN PRESBYTERIAN CHURCH  
230 THE SPIRIT OF FREEDOM MINISTRIES  
231 THE WAY OF HOLINESS APOSTOLIC CHURCH  
232 TOTAL COMMUNITY ACTION, INC.  
233 TRAILBLAZER RESOURCE AND CONSERVATION AREA, INC.  
234 TRINITY BAPTIST CHURCH  
235 Trinity Episcopal Church  
236 TRINITY LUTHERAN CHURCH  
237 TRINITY WORSHIP CENTER  
238 Tulane Hillel  
239 Union Community Action, Association  
240 UNION COUNCIL ON AGING  
241 UNION SPRINGS MBC  
242 UNITECH TRAINING ACADEMY  
243 UNITED AUTO WORKERS UNION  
244 UNITED CEREBAL PALSY OF GREATER NEW ORLEANS, INC  
245 UNITED METHODIST HOPE MINISTRIES  
246 UNITED WAY OF NORTHEAST LOUISIANA, INC.  
247 UNITED WAY OF NW LOUISIANA  
248 UNITY FOR THE HOMELESS, INC.  
249 UNIVERSITY CHURCH OF CHRIST  
250 UPWARD BOUND MINISTRIES, INC.  
251 URBAN IMPACT MINISTRIES

- 252 VERMILION PARISH WATERWORKS DISTRICT NO.1
- 253 VERNON COMMUNITY ACTION COUNCIL, INC.
- 254 VOLUNTEERS OF AMERICA OF GREATER NEW ORLEANS
- 255 WEST BATON ROUGE CHAMBER OF COMMERCE
- 256 WEST BATON ROUGE PARISH POLICE JURY
- 257 WEST BATON ROUGE S/O WORK RELEASE
- 258 WEST JEFFERSON MEDICAL CENTER
- 259 WILLIAMS MEMORIAL CME
- 260 WILLIS-KNIGHTON FEDERAL CREDIT UNION
- 261 WORD OF LIFE MINISTRIES
- 262 WORKFORCE INVESTMENT BOARD SDA-83
- 263 YMCA OF SHREVEPORT, LA
- 264 YOUNGSVILLE HOUSING AUTHORITY

**Registered Special/Independent in LA**

- 1 BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS
- 2 BOSSIER PARISH COMMUNICATIONS DISTRICT NO. 1
- 3 CAPITAL AREA LEGAL SERVICES CORP
- 4 LAFAYETTE AIRPORT COMMISSION
- 5 NEW ORLEANS REGIONAL BUSINESS PARK
- 6 POVERTY POINT RESERVOIR DISTRICT
- 7 ST. GEORGE FIRE PROTECTION DISTRICT NO.2
- 8 ST. TAMMANY PARISH FIRE PROTECTION DISTRICT NO. 3
- 9 UNIVERSITY HOUSE@ACADIANA

**Registered State Agencies in LA**

- 1 18TH JDC-ALVIN BATISTE, JR JUDGE
- 2 26 TH JUDICIAL COURT
- 3 26TH JUDICIAL DISTRICT PUBLIC DEFENDER
- 4 C.A.S.S.E.
- 5 COLUMBIA DEVELOPMENT CENTER
- 6 CONCEALED HANDGUN PERMIT UNIT
- 7 Covington Housing Authority
- 8 DEPARTMENT OF REVENUE/LOUISIANA
- 9 DEPT OF CULTURE RECREATION AND TOURISM
- 10 DHH-OFFICE OF PUBLIC HEALTH
- 11 ELAYN HUNT CORRECTIONAL CENTER
- 12 HAMMOND DEVELOPMENTAL CENTER
- 13 HOUMA-TERREBONNE HOUSING AUTHORITY
- 14 LA DEPT OF WILDLIFE AND FISHERIES
- 15 LA OFFICE OF STATE PARKS
- 16 LA RESEARCH PARK CORPORATION
- 17 LA SHERIFFS PENSION AND RELIEF FUND
- 18 LA. DIVISION OF ADMINISTRATION
- 19 LINCOLN COUNCIL ON THE AGING
- 20 Louisiana Board of Barbers Examiners
- 21 LOUISIANA BOARD OF CHIROPRACTIC EXAMINERS
- 22 LOUISIANA DEPARTMENT OF STATE
- 23 LOUISIANA HOUSING FINANCE AGENCY
- 24 LOUISIANA STATE GOV. BIDS
- 25 LOUISIANA TECH UNIVERSITY
- 26 LSU AGCENTER EXTENSION SERVICE OFFICE
- 27 METROPOLITAN DEVELOPMENTAL CENTER



28 MHS/D/CHARTRES-PONTCHARTRAIN BEHAVIOR HEALTH CENTER  
29 Richland Parish Tax Assessors office  
30 Ruston Housing Authority  
31 SPECIAL EDUCATION DISTRICT NO.1 OF LAFOURCHE  
32 THE SPRINGS OF RECOVERY ADOLESCENT PROGRAM  
33 VERNON WORKFORCE CENTER

**EXHIBIT 8****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 Maricopa County ("County") 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 Arizona, and Maricopa County. 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 Maricopa County 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 Maricopa County 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, Maricopa County 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 Maricopa County 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 Arizona website at ([www.azrecovery.gov](http://www.azrecovery.gov)).

**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](http://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 Arizona are located at: <http://www.gpo.gov/davisbacon/AZ.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 Maricopa County, and all contractors and grantees of Maricopa County, 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.

**EXHIBIT 9****FEMA STANDARD TERMS AND CONDITIONS ADDENDUM  
FOR CONTRACTS AND GRANTS**

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

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), 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 (“DOL”) regulations (41 CFR Ch. 60);
  - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
  - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the 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 contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as 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.

**Note: Please keep a copy of this Form for your records.  
You may access this transmittal form again from the Associated Components List  
while your notice is active.**

## MERX Transmittal Form

|                                 |   |
|---------------------------------|---|
| Date and Time                   | 25/03/2011 02:34 P.M.                                       |
| <b>Reference Information</b>    |   |
| Solicitation Number             | 11019   |
| Reference Number                | 216198  |
| Source ID                       | PU.MU.USA.457357.C50448                                     |
| Closing Date                    | 29/04/2011  |
| Closing Time                    | 02:00 P.M. Pacific Standard Time PST                        |
| <b>Component Information</b>    |   |
| Component Number                | Document 0  |
| Medium                          | Electronic  |
| Format                          | 8.5 x 11  |
| Content                         | Main Document (RFP, RFQ, Tender etc.)                       |
| Language                        | English   |
| Number of Pages                 | 97  |
| Number of Words                 | 0   |
| File Type                       | PDF   |
| File Name                       | 11019-RFP.pdf   |
| Instructions                    |   |
| Distribute as PDF               | Yes   |
| <b>Distribution Information</b> |   |
| Distribution Unit               | MERX DISTRIBUTION UNIT                                      |
| Ship By                         | Upload  |
| <b>Contact Information</b>      |   |
| Organization                    | U.S. Communities  |
| Buyer MERX                      | Mr. Paul Terragno   |
| Address                         | 2033 N Main Street Suite 700<br>Walnut Creek<br>CA<br>94596 |
| Phone                           | 301-717-2969  |
| Fax                             | 301-975-1015  |

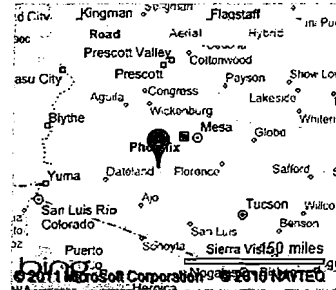
< Back to Results

Last Updated: 3/26/2011

## Bid: Maintenance, Repair, Operating Supplies, Industrial Supplies, And Related Services

Location: MARICOPA County, AZ  
Submission Date: 4/29/2011 2:00 PM | VCal  
Pre-Bid Meeting: 4/12/2011 9:00 AM (mandatory) | VCal  
Owner: Maricopa County | VCard  
Buyer: Charles Hinegardner | VCard  
Buyer Phone: (602) 506-6476

Save Item Find similar



Overview **Contacts**

Download PDF | Print | Send To

## Bid: Maintenance, Repair, Operating Supplies, Industrial Supplies, And Related Services

Location: MARICOPA County, AZ  
Submission Date: 4/29/2011 2:00 PM | VCal  
Pre-Bid Meeting: 4/12/2011 9:00 AM (mandatory) | VCal  
Estimated Contract Value: \$250,000,000.00  
Contract Term: 1 year  
Owner: Maricopa County | VCard  
Owner Address: Phoenix, Arizona 85003  
Owner Website: <http://www.maricopa.gov>  
Sector: State/Municipal  
Buyer: Charles Hinegardner | VCard  
Title: Procurement Consultant  
Department: Procurement/Materials Management  
Buyer Address: 320 West Lincoln Street  
Phoenix, Arizona 85003  
Buyer Email: [hinegardner@mail.maricopa.gov](mailto:hinegardner@mail.maricopa.gov)  
Buyer Phone: (602) 506-6476  
Buyer Fax: (602) 324-3681  
Bid Number: 11019-RFP  
Chris Reference Number: BID:20051082  
Publication Date: 3/29/2011

### Tips & Tricks

The Submission Date is the deadline for submitting the proposal / bid for this project. The pre-bid meeting is sometimes mandatory. If you are interested in this project it is always a good idea to call the buyer to get more and accurate information. If there is no buyer information on this page, you can look at the owner on the contacts tab and call the number. They should be able to connect you through to the buyer.

You can add the submission date and the date of the pre-bid meeting to your Outlook calendar with the "VCal" link.

The project history tells you the different stages that this project went through and the documents that are available. Although we try to cover each project as comprehensively as possible, there might be cases when we are not able to connect all documents that belong together. Click on the titles to view details for different stages of the project.

### Project Description:

Bid Number: 11019-RFP for Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Services Maricopa County, Arizona (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 PM Arizona Time on April 29, 2011. Additional information may be found at: <http://www.bidsync.com>.

### Categories:

O&M - Furnace, Duct and Chimney Cleaning, O&M - Janitorial / Custodial Services, Electrical Equipment, Wiring and Lighting Supplies, Paint, Wallpaper, Drywall, Insulation, Tile Supplies, Hardware, Hand Tools, Plumbing and HVAC Equipment Supplies, Landscaping, Park and Recreation Equipment and Supplies, Concrete, Stone Products, Masonry and Bricks Supplies, Roofing, Siding, Doors and Windows Supplies, O&M - Custodial / Facility Services Equipment, O&M - Electronic, Medical Lab and Precision Equipment Repair, O&M - Materials Handling Equipment, Construction - Renovation, Rehabilitation and Historic Preservation, O&M - Elevator, Escalator and People Mover, O&M - Pumps and Compressors, O&M - HVAC and Refrigeration, Erosion Control Supplies - Liners and Geotextiles, O&M - Plumbing and Drain Cleaning Services, Laboratory Equipment and Supplies, IT - Wireless Communications, IT - Telecommunications Systems and Hardware, Floor Coverings, Removal and Installation Supplies, O&M - Roofing, O&M - Industrial and Farm Machinery Repair, Lumber, Millwork, Plywood, and Veneer Supply, Custodial / Janitorial Equipment and Supplies, Contractor - Painting, Wall Covering, Glass and Glazing, Contractor - Electrical, Contractor - Heating, Ventilating, Air Conditioning, Refrigeration, IT - Computer Hardware, O&M - Landscaping / Grounds Keeping, O&M - Electrical and Lighting Service, O&M - Carpet and Upholstery Cleaning Services, O&M - Water Supply / Sewage and Waste, O&M - Painting / Wall Covering





|  | Description   | Attachments |
|--|---|-------------|
| <b>BID #11019-RFP - MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED SERVIC RFP</b> |   |             |
| Time Left  | 29 days, 7 hrs  |             |
| Time Started   | Mar 24, 2011 1:21:00 PM MST   |             |
| Time Ends  | Apr 29, 2011 2:00:00 PM MST   |             |
| Agency Information   | Maricopa County, AZ ( <a href="#">view agency's bids</a> )            |             |
| Department   | 730 - MATERIALS MANAGEMENT ( <a href="#">view department's bids</a> ) |             |
| Bid Contact  | (Please login to see contact information)                             |             |
| Pre-Bid Conference(s)  | (Please login to see Pre-Bid Conference information)                  |             |
| Bid Packet:  | <a href="#">Packet for Bid 11019-RFP</a> ( <a href="#">download</a> ) |             |

| DESCRIPTION |  |
|-------------|--|
| Bid Number  | 11019-RFP  |
| Title       | MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED SERVIC   |
| Description | Responses to this Solicitation are due by 2:00 P.M. (AZ Time)at Maricopa County Materials Management, 320 W. Lincoln 2nd Floor, Phoenix, AZ 85003.<br>Added on Mar 30, 2011:<br>This Addendum deletes unnecessary information in Attachments D, D-1, D-2, D-3 and D-4.<br>Added on Mar 30, 2011:<br>Administrative Changes Only.<br>Added on Mar 30, 2011:<br>Administrative Changes Only. |

| DOCUMENTS   |  |
|---|--|
| 1. <a href="#">11019-Solicitation Addendum 1.doc</a> ( <a href="#">download</a> ) [PDF] | 2. <a href="#">11019-Attachment A Pricing.xls</a> ( <a href="#">download</a> ) [PDF] |
| 3. <a href="#">11019-Attachment A-1 Pricing.xls</a> ( <a href="#">download</a> )        | 4. <a href="#">11019-Attachment E.xls</a> ( <a href="#">download</a> )               |

| CONTRACTOR ADVERTISEMENTS                         | <a href="#">VIEW ALL ADS</a> |
|---|------------------------------|
| There are no advertisements on this solicitation. |                              |

| PLEASE LOGIN  |
|---|
| If you are not already registered please click <a href="#">Register</a> to go to BidSync's Registration page. |
| <a href="#">Log In</a>  |

AFFIDAVIT OF PUBLICATION

# DJC

921 SW Washington, Suite 210 / Portland, OR 97205  
(503)226-1311 FAX (503) 222-5358

STATE OF OREGON, COUNTY OF MULTNOMAH, --ss.

I, MARC CAPLAN, being first duly sworn, depose and say that I am a Manager of the DAILY JOURNAL OF COMMERCE, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the

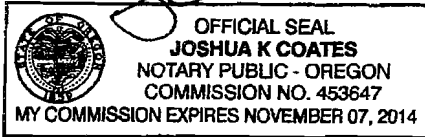
REQUEST FOR PROPOSALS  
MARICOPA COUNTY, ARIZONA - MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED SERVICES

a printed copy of which is attached, was published in the entire issue of this newspaper for 7 time(s) in the following issues:

03/28/2011, 03/29/2011, 03/30/2011, 03/31/2011, 04/01/2011, 04/04/2011, 04/05/2011.



Subscribed and sworn to before me this 5th day  
of April, 2011.



**MARICOPA COUNTY,  
ARIZONA  
MAINTENANCE, REPAIR, OPERATING  
SUPPLIES, INDUSTRIAL SUPPLIES  
AND RELATED SERVICES  
Proposals due 2:00 pm, Apr. 29  
REQUEST FOR PROPOSALS**

Maricopa County, Arizona (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 PM Arizona Time on April 29, 2011. Additional information may be found at <http://www.bidsync.com>  
Published Mar. 28, 29, 30, 31 & Apr. 1, 4 & 5, 2011.

10172675SB-7t

U S COMMUNITIES  
Attn: MARY PELFREY  
9124 DRAYTON LANE  
FORT MILL, SC 29707

Order No.: 10172675  
Client's Reference No.:

# AFFIDAVIT OF PUBLICATION

**RFP #11019 for Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Services**  
Maricopa County, Arizona (the "Lead Public Agency"), on behalf of U.S. Communities, Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 PM Arizona Time on April 29, 2011. Additional information may be found at: <http://www.bidsync.com>  
(30955r1; Hawaii Tribune-Herald: March 30, 31, April 1, 2, 3, 4, 5, 2011)

State of Hawaii )  
                              ) SS:  
County of Hawaii )

LEILANI K. R. HIGAKI, being first

duly sworn, deposes and says:

1. That she is the BUSINESS MANAGER of HAWAII TRIBUNE-HERALD, a newspaper published in the City of HILO, State of Hawaii.

2. That the " RFP #11019 for Maintenance, Repair, Operating Supplies...Maricopa County, Arizona...etc., " .

of which a clipping from the newspaper as published is attached hereto, was published in said newspaper on the following date(s) March 30, 31; April 1, 2, 3, 4, 5, 2011, (etc.).

30955r1

*Leilani K.R. Higaki*

Subscribed and sworn to before me  
this 11th day of April, 2011

*SHARON H. P. OGATA*

SHARON H. P. OGATA  
Notary Public, Third Circuit, State of Hawaii  
My commission expires October 1, 2012

[Home](#) [News & Events](#) [Current Solicitations](#)

**CURRENT SOLICITATIONS**

Listed below are posting details and documents for competitive solicitations currently in progress. Resulting contracts will be made available through the U.S. Communities cooperative purchasing program.



**PUBLIC SAFETY AND EMERGENCY PREPAREDNESS EQUIPMENT AND RELATED SERVICES**

**Lead Agency:** Fairfax County

**Status:** Waiting for Response

**Schedules:** Pre-Proposal Conference: March 23rd, 2011  
Responses due: April 7th, 2011 @ 2p.m. EST

**RFP Documents:**

- RFP11-205753-10
- RFP11-205753-10 Addendum 1
- Addendum 2

**Posting information:**

U.S. Communities: Current Solicitations  
Canadian MERX Public Tenders  
Onvia Demand Star  
Fairfax County, Virginia  
Association of Oregon Counties  
State of Hawaii and Oregon

**Date Posted:**

March 11th, 2011 to April 7th, 2011  
March 11th, 2011 to April 7th, 2011  
March 11th, 2011 to April 7th, 2011  
March 11th, 2011 to April 7th, 2011  
March 11th, 2011 to April 7th, 2011  
March 11th, 2011 to April 7th, 2011



**AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT, MEDIUM, HEAVY DUTY VEHICLES, AND RELATED SERVICES**

**Lead Agency:** City of Charlotte

**Status:** Waiting for Response

**Schedules:** Pre-Proposal Conference: April 6th, 2011  
Responses due: April 20th, 2011

**RFP Documents:**

- ITB-269-2001-169-AutomotiveParts
- RFP 269-2011-069 Addendum 1
- RFP 269-2011-069 Addendum 2
- RFP 269-2011-069 Addendum 3

**Posting information:**

U.S. Communities: Current Solicitations  
Canadian MERX Public Tenders  
Onvia Demand Star  
State of North Carolina Interactive Purchasing System  
Association of Oregon Counties  
State of Hawaii and Oregon

**Date Posted:**

March 21st, 2011 to April 20th, 2011  
March 21st, 2011 to April 20th, 2011  
March 21st, 2011 to April 20th, 2011  
March 21st, 2011 to April 20th, 2011  
March 21st, 2011 to April 20th, 2011  
March 21st, 2011 to April 20th, 2011



**MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED SERVICES**




**Lead Agency:** Maricopa County

**Status:** Waiting for Response

**Schedules:** Pre-Proposal Conference: April 12th, 2011  
Responses due: April 29th, 2011

**RFP Documents:**

- 11019 Maintenance RFP
- 11019 Maintenance RFP Exhibit 10
- 11019 RFP Addendum 1
- 11019 Attachment A Pricing
- 11019 Attachment A-1 Pricing
- 11019 Attachment D(1)
- 11019 Attachment D-2
- 11019 Attachment D-3

-  11019 Attachment D-4
-  11019 Attachment E
-  11019 Solicitation Addendum 2

**Posting Information:**

U.S. Communities: Current Solicitations  
Canadian MERX Public Tenders  
Onvia Demand Star  
Bidsync.com  
Association of Oregon Counties  
State of Hawaii and Oregon

**Date Posted:**

March 24th, 2011 to April 29th, 2011  
March 24th, 2011 to April 29th, 2011  
March 24th, 2011 to April 29th, 2011  
March 24th, 2011 to April 29th, 2011  
March 24th, 2011 to April 29th, 2011  
March 24th, 2011 to April 29th, 2011

FOUNDED BY



**PURCHASE AGREEMENT FOR  
RETAIL MAINTENANCE REPAIR AND OPERATING COMMODITIES AND RELATED SERVICES  
WITH HOME DEPOT**

THIS AGREEMENT dated the 3 day of November 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Home Depot U.S.A. Inc.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Retail Maintenance Repair and Operating (MRO) commodities and related services with Home Depot**, in compliance with all Request For Proposal specifications and any addendum issued for the Maricopa County Contract **11019-RFP**, as well as the Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this Request For Proposal if not attached. In the event of conflict between any of the foregoing documents, this purchase agreement and the Maricopa County Contract **11019-RFP** shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, Retail Maintenance Repair and Operating commodities and related services as identified and responded to in Exhibit A and B of the Contractor's proposal response in the attached Maricopa County contract. Products will be provided as required in the bid specifications and in conformity with the contract documents for the prices and with the rebates set forth in the Maricopa County contract, as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **the date written above** and extend through **July 31** 2014 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **three (3) additional one year periods** subject to the pricing clauses in the contractor's RFP response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
4. **Delivery** - Contractor agrees to deliver retail maintenance repair and operating commodities per the proposal documents.
5. **Billing and Payment** - All billing shall be invoiced to the Facilities Maintenance Department, Room 205, 601 E. Walnut St., Columbia, MO 65201 and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the RFP. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

HOME DEPOT U.S.A. INC.

by Richard M. Weig <sup>9/9/11</sup> \*See Note  
title GOVERNMENT CONTRACTS MANAGER

BOONE COUNTY, MISSOURI

by: Boone County Commission  
Paul [Signature]  
Presiding Commissioner

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

Wendy S. Noren cc  
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

James E. Pitchford  
Signature *by [Signature]*

6100/ 60100-60200-60400-23050-23035 Term and Supply  
10/24/11 Date No Encumbrance Required Appropriation Account

Note: Payment is required at the time of each transaction. Net 30 invoicing would only be associated with transactions using a Home Depot Account. Regarding the Standard Terms and Conditions the following clarifications are applicable:

- The prices are based upon the product prices and what is requested at the time of transaction through the stores; including delivery which will be mutually agreed to (if required) at the time of each transaction.
- Bid forms are not applicable to this agreement
- Potential financial penalties associated with non-performance are not applicable as the County can choose to not procure products at their own discretion
- FOB requirements are based upon the individual transaction
- in the event the County uses federal funds and requires additional compliance for Home Depot associated with those transactions, the County buyer will need to identify the additional requirements prior to the transaction for Home Depot's review/concurrence

**STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI**

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered a non-exclusive contract.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.





## CONTRACT PURSUANT TO RFP

SERIAL 11019-RFP

This Contract is entered into this sixth (6<sup>th</sup>) day of July, 2011 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Home Depot U.S.A. Inc, a Delaware corporation ("Contractor") for the purchase of Retail Maintenance, Repair and Operating (MRO) commodities and related services.

### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the first (1<sup>st</sup>) day of August, 2011 and ending the thirty-first (31<sup>st</sup>) day of July, 2014.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 2.0 FEE ADJUSTMENTS:

Retail prices or discounts off marked prices at point-of-sale (POS) are permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable pricing adjustments shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts, County shall issue written approval of the changes.

### 3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sums stated in Exhibit "A."
- 3.2 For non-procurement card transactions, payment shall be made upon the County's receipt of a properly completed invoice.
- 3.3 INVOICES (NON-PROCUREMENT CARD TRANSACTIONS):
  - 3.3.1 The Contractor shall submit detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
    - Company name, address and contact
    - County bill-to name and contact information
    - Contract serial number
    - County purchase order number

- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site ([www.maricopa.gov/finance/vendors](http://www.maricopa.gov/finance/vendors)).

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions

or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 Notwithstanding anything to the contrary contained herein, **CONTRACTOR** shall have the right to self-insure part or all of any of the insurance it is required to maintain hereunder in its sole discretion so long as **CONTRACTOR** maintains a net worth of not less than One Hundred Million (\$100,000,000) Dollars. Such net worth shall be documented to **COUNTY** and **COUNTY** shall be advised in writing in the event such net worth requirement is not met. In the event that **CONTRACTOR** elects to self-insure all or any part of any risk that would be insured under the policies and limits described herein, and an event occurs where insurance proceeds would have been available but for the election to self-insure, **CONTRACTOR** shall make funds available to the same extent that they would have been available had such insurance policy been carried, unless specifically provided to the contrary herein.

6.2.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 Workers' Compensation.

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Certificates of Insurance.

6.2.11.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.11.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.11.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

- 6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 INSPECTION OF SERVICES:

- 6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.
- 6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 6.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:
  - 6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
  - 6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:
  - 6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or
  - 6.4.4.2 Terminate the Contract for default.

6.5 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

6.6 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

6.7 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:

Government and National Accounts  
Contract Manager  
2455 Paces Ferry Road  
Atlanta, GA 30339

6.8 REQUIREMENTS CONTRACT:

6.8.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

6.8.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

6.8.3 Purchase orders will be cancelled in writing.

6.9 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.10 TERMINATION FOR DEFAULT:

6.10.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.10.2 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract.

6.10.3 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.12 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.13 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.14 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.15 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

6.17 RETENTION OF RECORDS:

6.17.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.17.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor

shall reimburse Maricopa County for the services not so adequately supported and documented.

6.18 AUDIT DISALLOWANCES:

- 6.18.1 If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.19 ALTERNATIVE DISPUTE RESOLUTION:

- 6.19.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.19.1.1 Render a decision;

6.19.1.2 Notify the parties that the exhibits are available for retrieval; and

6.19.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

- 6.19.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

- 6.19.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.20 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.



## 6.21 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

## 6.22 INTÉGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

## 6.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.18.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.23.3 This section is applicable to services provided in the state of Arizona only. The Contractor shall comply with similar statutes that may have been enacted in other states.

## 6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

6.24.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

6.24.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 CONTRACTOR LICENSE REQUIREMENT:

- 6.25.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.
- 6.25.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.26 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 6.26.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
  - 6.26.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
  - 6.26.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 6.26.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
  - 6.26.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 6.26.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.
- 6.26.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.27 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other non-federal government customer for these or similar services.

6.28 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.29 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.30 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

6.31 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

6.32 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.32.1 Exhibit A, Pricing;

6.32.2 Exhibit B, Scope of Work;

6.32.3 Exhibit C, FEMA and ARRA Terms and Conditions

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

J.T. Reeves, Vice President Pro Business  
\_\_\_\_\_  
PRINTED NAME AND TITLE

2455 Paces Ferry Road Atlanta, GA 30339  
\_\_\_\_\_  
ADDRESS

7-8-11  
\_\_\_\_\_  
DATE

MARICOPA COUNTY

  
\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

JUL 19 2011  
\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD 070611

JUL 19 2011  
\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LEGAL COUNSEL

July 15 2011  
\_\_\_\_\_  
DATE

EXHIBIT A

PRICING

SERIAL 11019-RFP  
 NIGP CODE: 45041  
 RESPONDENT'S  
 NAME: Home Depot U.S.A., Inc.  
 COUNTY VENDOR NUMBER : 2011000855 0  
 ADDRESS: 2455 Paces Ferry Road  
Atlanta, GA 30339  
 P.O. ADDRESS: Each local The Home Depot stores  
 TELEPHONE  
 NUMBER: 866-589-0690  
 FACSIMILE NUMBER: 866-589-0691  
 WEB SITE: www.homedepot.com  
 CONTACT  
 (REPRESENTATIVE): Richard Nyberg  
 REPRESENTATIVE'S E-MAIL ADDRESS: richard\_nyberg@homedepot.com

YES NO REBATE

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

PAYMENT TERMS: NET 30 DAYS (See Note)

**Note: Net 30 is for Home Depot Account transactions only. Payment is required at the time of each transaction, for all transactions**

**1.0 PRICING:**

- 1.1 Discount off marked price at POS N/A %
- 1.2 Annual Issue Date of Catalog N/A
- 1.3 Do you offer a Rebate in lieu of a discount? Yes (Y/N)

- At least \$10,000 to \$25,000 Annual Net Sales (Pretax) = 1% Rebate
- At least \$25,000 to \$100,000 Annual Net Sales (Pretax) = 2% Rebate
- Over \$100,000 Annual Net Sales (Pretax) = 3% Rebate



# Maricopa County

## NOTICE OF SOLICITATION



**U.S. COMMUNITIES™**  
GOVERNMENT PURCHASING ALLIANCE



SERIAL 11019- RFP

**REQUEST FOR PROPOSAL FOR: MAINTENANCE, REPAIR, OPERATING SUPPLIES,  
INDUSTRIAL SUPPLIES, AND RELATED SERVICES**

Notice is hereby given sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M.** Arizona time on **April 29, 2011**, for the furnishing of the following goods and services for Maricopa County. Proposals will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked "**SERIAL 11019- RFP REQUEST FOR PROPOSAL FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES.**"

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

**ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL CAN BE LOCATED AT <http://www.maricopa.gov/materials> "Develop Bids". ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.**

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

DIRECT ALL INQUIRIES TO:

CHARLES HINEGARDNER  
PROCUREMENT OFFICER  
TELEPHONE: (602) 506-6476  
EMAIL: [hinegardnerc@mail.maricopa.gov](mailto:hinegardnerc@mail.maricopa.gov)

**THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON TUESDAY, APRIL 12, 2011 AT 9:00 A.M. ARIZONA TIME, AT THE MARICOPA COUNTY ELECTIONS DEPARTMENT, LARGE CONFERENCE ROOM, 510 SOUTH THIRD AVENUE, PHOENIX, ARIZONA 85003**

**NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:**

**<http://www.maricopa.gov/materials/advbd/advbd.asp>**

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| ATTACHMENT D-1 | RETAIL RESIDENTIAL/COMMERCIAL PRODUCT PRICE ANALYSIS    |
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| ATTACHMENT D-3 | RETAIL INDUSTRIAL PRODUCT PRICE ANALYSIS                |
| ATTACHMENT D-4 | PRICING FOR ALL PRODUCTS OFFERED                        |
| ATTACHMENT E   | RETAIL STORES AND WAREHOUSE LOCATIONS                   |

**EXHIBITS:**

|           |   |
|-----------|---|
| EXHIBIT 1 | SUPPLIER REGISTRATION PROCEDURES  |
| EXHIBIT 2 | LETTER OF TRANSMITTAL SAMPLE  |
| EXHIBIT 3 | SUPPLIER QUALIFICATIONS, WORKSHEET FOR NATIONAL PROGRAM<br>CONSIDERATION, AND REQUIRED SUPPLIER INFORMATION |
| EXHIBIT 4 | MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT   |



**SERIAL 11019-RFP**

- EXHIBIT 5            ADMINISTRATION AGREEMENT
- EXHIBIT 6            ADMINISTRATION AGREEMENT  
                          (CANADIAN COMMUNITIES SUPPLIER INFORMATION)
- EXHIBIT 7            STATE NOTICE ADDENDUM
- EXHIBIT 8            ARRA STANDARD TERMS AND CONDITIONS ADDENDUM  
                          FOR CONTRACTS AND GRANTS
- EXHIBIT 9            FEMA STANDARD TERMS AND CONDITIONS ADDENDUM  
                          FOR CONTRACTS AND GRANTS
- EXHIBIT 10           DRAFT COPY OF CONTRACT

**REQUEST FOR PROPOSAL FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED SERVICES**

1.0 INTENT:

Maricopa County (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 complete line of "Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale (internet) environment; and Related Products and Services (installation, repair and renovation) (herein "Products and Services").

The Respondent(s) shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various government agencies nationwide.

Responses shall be for Retail and Related Services; Wholesale and Related Services or Industrial and Related Services. Suppliers are not required to respond to all three (3) categories.

Responses for only the Related Services (installation, repair and renovation) shall be deemed non-responsive.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 2.21, below)

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

1.1 The RFP is intended to achieve the following objectives:

Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies.

Establish the Master Agreement as Supplier's primary offering to Participating Public Agencies.

Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive bid process that eliminates the need for multiple government bids and multiple responses by Suppliers.

Combine the volumes of Participating Public Agencies to achieve cost effective pricing.

Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems.

Provide Participating Public Agencies with environmentally responsible products and services.

*These objectives do not preempt Participating Public Agencies from using other contract vehicles or competitive processes as required by law.*

## 1.2 U.S. COMMUNITIES

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

### **National Sponsors**

U.S. Communities is jointly sponsored by the National 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 Charlotte/Mecklenburg, NC   | Hillsborough Schools, FL              |
| City of Los Angeles, CA             | City of Houston, TX                   |
| Cobb County, GA                     | Los Angeles County, CA                |
| Dallas County, TX                   | Maricopa County, AZ                   |
| Davis Joint Unified Schools, CA     | Miami-Dade County, FL                 |
| City and County of Denver, CO       | Salem-Keizer School District, OR      |
| State of Georgia                    | City of San Antonio, TX               |
| Emory University, GA                | San Diego Unified School District, CA |
| Fairfax County, VA                  | City of Seattle, WA                   |
| Harford County Public Schools, MD   | Great Valley School District, PA      |
| Hennepin County, MN                 |                                       |
| North Carolina State University, NC |                                       |

### **Participating Public Agencies**

Today more than 44,000 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.

Maricopa County 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 EXHIBIT 4.

### **Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$250 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, Maricopa County 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 or credit card. 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 minimum qualifications and offers the most advantageous response 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.

## **2.0 SCOPES OF WORK:**

### **2.1 RETAIL MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):**

A complete and comprehensive offering of Retail MRO supplies such as appliances, building materials, hardware, HVAC, irrigation equipment and supplies, janitorial, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

### **2.2 WHOLESALE MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):**

A complete and comprehensive offering of Wholesale MRO supplies such as appliances, building materials, hardware, HVAC, irrigation equipment and supplies, janitorial, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

### **2.3 INDUSTRIAL SUPPLIES AND RELATED SERVICES (INSTALLATION, REPAIR, AND RENOVATION):**

A complete and comprehensive offering of Industrial supplies such as bearings, linear technologies, power transmissions, motors, hydraulics, pneumatics, gearing, material handling, conveyor systems, industrial rubber, general maintenance supplies, fluid power and any additional related products and services.

In addition, a complete range of services available through Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services

such as rubber fabrication, vulcanizing, hose fabrication, hydraulic system (design and build) that may offered by Supplier. Such services may be required for public pools, solid waste transfer sites, water treatment plants, waste water treatment sites, boiler plants, mass transit systems, road maintenance equipment, prisons and hospitals and public agencies.

2.4 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES):

2.4.1 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.4.2 Services performed shall be non-structural in nature.

2.4.3 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.4.4 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

2.4.4.1 Roofing, Gutters, Downspouts

2.4.4.2 HVAC

2.4.4.3 Plumbing

2.4.4.4 Electrical

2.4.4.5 Exterior decks, patios and porches

2.4.4.6 Exterior Siding

2.4.4.7 Windows, Doors

2.4.4.8 Interior/Exterior Painting

2.4.4.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping

2.4.4.10 ADA Improvements

2.4.5 These services may be required in the industrial environment and may be any of the following (non-inclusive):

2.4.5.1 Hose Fabrication

2.4.5.2 Hydraulic Repairs

2.4.5.3 Gearbox Repairs

2.4.5.4 Conveyor System Repairs

2.4.5.5 Vulcanizing

2.4.5.6 Rubber Fabrication

2.4.6 Services:

2.4.6.1 As part of your Proposal response, detail your firm's program in offering services including:

2.4.6.2 Providing and managing qualified contractors

2.4.6.3 Budget management in keeping projects on budget

2.4.6.4 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.4.7 Service Providers (Labor):

2.4.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.

2.4.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).

2.4.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under Section 3.6 INSURANCE REQUIREMENTS.

2.4.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):

- 2.4.7.4.1 National Employee Database
- 2.4.7.4.2 SSN Verification
- 2.4.7.4.3 National Criminal Database Check
- 2.4.7.4.4 Two County Search
- 2.4.7.4.5 Sex Offender Search
- 2.4.7.4.6 Annual Review (National Criminal Database)
- 2.4.7.4.7 Two (2) Year Complete Re-Screen and Renewal
- 2.4.7.4.8 Financial Background

2.4.7.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

2.5 PRODUCT CATEGORIES:

This Solicitation is to establish a nationwide purchasing agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. Your firm may not have the ability to provide all categories.

All products offered shall be new, unused and of the latest design and technology.

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

2.5.1 CATEGORY 1: APPLIANCES

Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.5.2 CATEGORY 2: BUILDING MATERIALS

Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

2.5.3 CATEGORY 3: HARDWARE

Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, weatherization products, and all ancillary supplies, tools, and components.

- 2.5.4      **CATEGORY 4:      HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)**  
Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.
- 2.5.5      **CATEGORY 5:      SPRINKLER/IRRIGATION EQUIPMENT AND SUPPLIES**  
Sprinklers, head gates, ports, timers, piping, solvents, and all ancillary supplies, tools, and components.
- 2.5.6      **CATEGORY 6:      JANITORIAL SUPPLIES**  
Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.
- 2.5.7      **CATEGORY 7:      LANDSCAPING EQUIPMENT AND SUPPLIES**  
Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, and all ancillary supplies, tools, and components.
- 2.5.8      **CATEGORY 8:      MOTORS/PUMPS**  
Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.
- 2.5.9      **CATEGORY 9:      PAINTS AND COATINGS**  
All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.
- 2.5.10     **CATEGORY 10:     PLUMBING**  
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.
- 2.5.11     **CATEGORY 11:     SWIMMING POOL SUPPLIES**  
Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.
- 2.5.12     **CATEGORY 12:     TOOLS, GENERAL PURPOSE, HAND-HELD**  
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.
- 2.5.13     **CATEGORY 13:     TOOLS, POWER TYPE**  
Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.



- 2.5.14 CATEGORY 14: WINDOW COVERINGS  
Blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.
- 2.5.15 CATEGORY 15: HOSPITALITY  
Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.
- 2.5.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT  
Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.
- 2.5.17 CATEGORY 17: MISCELLANEOUS  
Kitchen and bath cabinets, shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), safes, packaging supplies, communication supplies, electrical supplies, lighting supplies, and flooring.
- 2.5.18 CATEGORY 18: IN STORE SERVICES  
Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment etc.
- 2.5.19 CATEGORY 19: INDUSTRIAL PRODUCTS/SERVICES  
Bearings, motors, fluid sealing, gearing, power transmissions, pumps, hose fabrication, hydraulic repair, gearbox repair, rubber services, conveyor systems, and other industrial products and services.

2.6 PRODUCT ORDERING:

- 2.6.1 Contractors complete product line (Retail or Wholesale) shall be available for internet ordering 24/7.
- 2.6.2 Products may be ordered by any of the following methods:  
Internet  
Will Call (Phone or FAX order)  
POS (Point-of-sale)

2.7 PRODUCT PRICING:

- 2.7.1 Retail:  
Pricing shall be a fixed percentage (%) off *marked price* at the POS; not a per cent off *list*. The County will consider other retail pricing options (ex. Rebate on gross sales).
- 2.7.2 Wholesale:  
Pricing shall be a fixed percentage (%) off catalog pricing by Product Category (§2.6 above). The County will consider other retail pricing options (ex. Rebate on gross sales).

2.8 REBATE ON SALES:

If this pricing option is offered, describe your firm's ability to provide this service.

2.9 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access an on-line wholesale catalog reflecting contract pricing of all products. Describe your firm's ability to provide this service.

2.10 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING:

2.10.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

2.10.2 All quotations shall be for a "not to exceed" amount.

2.10.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.11 SUPPLIER MANAGED INVENTORY (CONSIGNMENT):

Describe your firm's ability to provide this service.

2.12 SALES REPORTING:

Describe your firm's ability to provide detailed management reporting by Participating Public Agency. Identify the level(s) (Agency, Division, Department, Individual) of reporting detail available in the following categories:

2.12.1 Sales Dollars

2.12.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes

2.12.3 Procurement card (MasterCard or Visa brand)

2.13 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.14 USAGE REPORT:

Upon request, the Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.15 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.16 WARRANTY:

All repair and renovation services performed by the Contractor shall carry a one (1) year workmanship warranty and all manufacturers' product warranties shall be passed on to the end customer.

2.17 INVOICES AND PAYMENTS (PURCHASE ORDER):

2.17.1 The Respondent shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County or Participating Public Agency purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of Purchase (services)
- Pricing per unit of service
- Extended price
- Total Amount Due

2.17.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.17.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Supplier Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Supplier Registration Form located on the County Department of Finance Supplier Registration Web Site ([www.maricopa.gov/finance/Suppliers](http://www.maricopa.gov/finance/Suppliers)).

2.17.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.18 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.19 TAX: (COMMODITIES)

Tax shall not be levied against commodities. Sales/use tax will be determined by County. Tax will not be used in determining low price.

2.20 DELIVERY, FREIGHT REQUIREMENTS:

2.20.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

2.20.2 Should a Participating Public Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Participating Public Agency.

2.20.3 The Proposer shall retain control for carrier selection and payment of freight charges of all goods until received by the requesting Participating Public Agency and the contract coverage completed. The Proposer shall also file all claims for visible or concealed

damage. The Participating Public Agency will notify the Proposer of any damaged goods and shall assist the Proposer in arranging for inspection of the goods.

2.20.4 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.

2.20.5 Shipping and handling fees are allowable to destinations outside the continental U.S.

2.20.6 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.20.6.1 Contract Serial number

2.20.6.2 Contractor's name and address

2.20.6.3 Participating Public Agency's name and address

2.20.6.4 Participating Public Agency's purchase order number

2.20.6.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable

2.21 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Request for Proposal is for awarding a firm, fixed discount pricing contract to cover a three (3) year term.

3.2 OPTION TO RENEW CONTRACT:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, or other specified length options, [or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration]. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 RETAIL PRICE ADJUSTMENTS:

Discounts off marked price at point-of-sale (POS) are permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable pricing adjustments shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts, County shall issue written approval of the changes.

3.4 WHOLESALE PRICE ADJUSTMENTS:

Discounted pricing based on the Contractor's current published catalog pricing is permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable adjustments to catalog category discounts shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts offered by category, County shall issue written approval of the changes.

**3.5 INDEMNIFICATION:**

- 3.5.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 3.5.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 3.5.3 The scope of this indemnification does not extend to the sole negligence of County.

**3.6 INSURANCE REQUIREMENTS:**

- 3.6.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 3.6.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 3.6.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.6.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.6.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.6.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve

Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.6.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.6.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.6.9 Commercial General Liability.

Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.6.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.6.11 Workers' Compensation.

3.6.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

3.6.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.6.12 Certificates of Insurance.

3.6.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.6.12.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.6.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.6.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.7 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card (MasterCard), from time-to-time, to place or make payment for orders under the Contract. Respondents without this capability shall be considered non-responsive and not eligible for award consideration.

3.8 INTERNET CAPABILITY:

County intends to use the Internet to communicate and to place orders under this Contract. Respondents without this capability shall be considered non-responsive and not eligible for award consideration.

3.9 SUBCONTRACTING:

3.9.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.9.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.10 SCHEDULE OF EVENTS:

Request for Proposals Issued: 03/24/2011

Pre-Proposal Conference: 04/12/2011

Deadline for written questions is (2) business days after Pre-Proposal Conference. Questions will ***not*** be responded to prior to the Pre-Proposal Conference or after the (2) business day deadline has elapsed. All questions and answers shall be posted to [www.bidsync.com](http://www.bidsync.com) under the Q&A's tab for the solicitation and must be received by the end of business, **5:00 PM Arizona time (MST)**.

Proposals Opening Date: 04/29/2011

Deadline for submission of proposals is **2:00 P.M., Arizona Time (MST)**, on **April 29, 2011**. All proposals must be received before 2:00 P.M., Arizona Time (MST), on the above date at the Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003.

Proposed review of Proposals and short list decision: 05/24/2011

Proposed Respondent presentations: (if required) 06/01/2011

Proposed selection and negotiation: 06/02/2011

Proposed Best & Final (if required) 06/17/2011

Proposed award of Contract:

07/29/2011

All responses to this Request for Proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the County.

3.11 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County  
Materials Management Department  
ATTN: Contract Administration  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

Administrative telephone inquiries shall be addressed to:

Charles Hinegardner, Procurement Officer, 602.506.6476  
([hinegardnerc@mail.maricopa.gov](mailto:hinegardnerc@mail.maricopa.gov))

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents shall provide their proposals in accordance with Section 3.15 as follows:

- 3.12.1 One (1) original hardcopy of all proposal documents.
- 3.12.2 One (1) CD or flash drive providing all proposal documents in Word, Excel (Attachments A, A-1, D, D-1, D-2, D-3, D-4 and E) and then the entire proposal document in PDF format.
- 3.12.3 Eight (8) CD's or flash drives providing the entire proposal in PDF format only.
- 3.12.4 Respondents shall address proposals identified with return address, serial number and title in the following manner:  

Maricopa County  
Materials Management Department  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

SERIAL 11019 – RFP, MAINTENANCE, REPAIR, OPERATING SUPPLIES,  
INDUSTRIAL SUPPLIES, AND RELATED SERVICES
- 3.12.5 Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the RFP closing date.

3.13 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of 11019-RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 11019-RFP." **Exceptions that surface**



**elsewhere and that do not also appear under the heading, “Exceptions to the PROPOSAL Solicitation, SERIAL 11019-RFP,” shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, determine the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

3.14 GENERAL CONTENT:

3.14.1 The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

3.14.2 The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this Request for Proposal but should outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.

3.15 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposal hardcopy must be submitted in binders and have sections tabbed as below: (Responses are limited to 200 pages, single sided, 10 point font type).

3.15.1 Table of Contents

3.15.2 Letter of Transmittal (Exhibit 2)

3.15.3 Executive Summary – This section shall contain an outline of the general approach utilized in the proposal.

3.15.4 Proposal – This section should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing respondent’s best offer.

3.15.5 Qualifications – This section shall describe the respondent’s ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.

3.15.6 Proposal exceptions

3.15.7 Attachments A and A-1 (Pricing)

3.15.8 Attachment B (Agreement Page)

3.15.9 Attachments C and C-1(References)

3.15.10 Attachments D, D-1 D-2 and D-3, D-4 (Price Analyses)

3.15.11 Attachment E (Retail Stores and Warehouse Locations)

3.15.12 Exhibit 3 Responses:

3.15.12.1 Completed and signed Supplier Qualification Worksheet for National Program Consideration

3.15.12.2 Required Supplier Information. (Four [4] pages)

- 3.15.13 Exhibit 5 – Administration Agreement signed, unaltered (Eleven [11] pages)
- 3.15.14 Exhibit 6 – Administration Agreement – Canada (If Applicable) (Two [2] pages)
- 3.15.15 Required Submittals:
  - 3.15.15.1 Section 2.8 – Rebate on Sales
  - 3.15.15.2 Section 2.9 – On-Line Catalog Discount
  - 3.15.15.3 Section 2.4.6 - Services

**3.16 EVALUATION OF PROPOSAL – SELECTION FACTORS:**

A Proposal Evaluation Committee shall be appointed, chaired by the Procurement Officer to evaluate each Proposal. At the County’s option, Respondents may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria.

- 3.16.1 Proven experience of the firm’s success in providing Maintenance, Repair, Operating Supplies, Industrial Supplies and Related Services on a nationwide and local basis in a timely manner.
- 3.16.2 Depth of response to PROPOSAL and QUALIFICATIONS of work outlined in Section 2 of this Solicitation.
- 3.16.3 Depth of response to SUPPLIER QUALIFICATIONS and SUPPLIER INFORMATION (EXHIBIT 3).
  - 3.16.3.1 Company profile – The ability for the company to provide positive references; demonstrate its reputation in the marketplace, experience, capability, and financial stability.
  - 3.16.3.2 Distribution – The ability of your firm to distribute products nationwide.
  - 3.16.3.3 Marketing – The firm’s marketing plan to promote this contractual agreement to Participating Public Agencies nationwide.
  - 3.16.3.4 Products – The firm’s ability to provide products by the major categories set forth in Section 2 of this Solicitation.
  - 3.16.3.5 Services – The firm’s ability to provide services as set forth in Section 2 of this Solicitation.
  - 3.16.3.6 Administration – The firm’s ability to administer the contract nationwide.
  - 3.16.3.7 Staffing Plan – The ability of your firm to dedicate personnel for this contract.
  - 3.16.3.8 Environmental – The firm’s environmental initiatives.
- 3.16.4 Distribution capabilities and the quantity and location of wholesale distribution centers and/or retail stores (ATTACHMENT E.)
- 3.16.5 Products and services offerings. Identify the specific PRODUCT CATEGORIES the firm is capable of providing without subcontracting.
- 3.16.6 Product Price Analyses (ATTACHMENTS D, D-1 D-2 D-3, and D-4)

**3.17 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:**

- 3.17.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
  - 3.17.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.17.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.17.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.17.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.17.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Proposal.

3.17.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

**3.18 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

3.18.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the e-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

3.18.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.18.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**3.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**

3.19.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors

certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

- 3.19.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.20 CONTRACTOR LICENSE REQUIREMENT:

- 3.20.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

- 3.20.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.21 POST AWARD MEETING:

The successful Respondent(s) shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

**NOTE 1: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY'S PROCUREMENT ADMINISTRATIVE INFORMATION AND SAMPLE CONTRACT DOCUMENT PRIOR TO SUBMITTING A PROPOSAL. FOR THIS INFORMATION, GO TO: [www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp](http://www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp)**

**NOTE 2: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSAL.**

**ATTACHMENT A**

**RETAIL PRICING**

THE PRICING IS PREPARED IN MICROSOFT EXCEL 2000 OR LATER AND IS ATTACHED AS AN ICON. DOUBLE CLICK ON THE EXCEL ICON BELOW TO OPEN, VIEW AND/OR PRINT THE FOLLOWING PRICING PAGES. (NOTE: WORD MUST BE IN THE PAGE LAYOUT VIEW TO SEE THE ICON.)



Attachment A -  
Retail Pricing.xls

**ATTACHMENT A-1**

**WHOLESALE PRICING**

THE PRICING IS PREPARED IN MICROSOFT EXCEL 2000 OR LATER AND IS ATTACHED AS AN ICON. DOUBLE CLICK ON THE EXCEL ICON BELOW TO OPEN, VIEW AND/OR PRINT THE FOLLOWING PRICING PAGES. (NOTE: WORD MUST BE IN THE PAGE LAYOUT VIEW TO SEE THE ICON.)



ATTACHMENT  
A-1-Wholesale Pricing

ATTACHMENT B

AGREEMENT

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

**BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.**

Small Business Enterprise (SBE)

RESPONDENT (FIRM) SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

DUNS #

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY

STATE

ZIP

DATE

WEB SITE

EMAIL ADDRESS

**ATTACHMENT C**

**PRODUCTS**

**RESPONDENT'S REFERENCES**

**RESPONDENT SUBMITTING PROPOSAL:** \_\_\_\_\_

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

4. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

5. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_



ATTACHMENT C-1

INSTALLATION, REPAIR and RENOVATION SERVICES

RESPONDENT'S REFERENCES

**NOTE:** PROVIDE AT LEAST THREE (3) PUBLIC AGENCY REFERENCES FOR WHICH THESE SERVICES HAVE BEEN PERFORMED. ALSO PROVIDE THE AGENCY'S CONTRACT NUMBER UNDER WHICH THE SERVICES WERE PERFORMED.

**RESPONDENT SUBMITTING PROPOSAL:** \_\_\_\_\_

1. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ E- MAIL ADDRESS: \_\_\_\_\_

PROVIDE ON A SEPARATE SHEET A DESCRIPTION OF THE PRODUCTS PROVIDED AND SERVICES PERFORMED, TOTAL DOLLAR AMOUNT OF PRODUCT AND TOTAL DOLLAR AMOUNT OF SERVICES PERFORMED.

2. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

PROVIDE ON A SEPARATE SHEET A DESCRIPTION OF THE PRODUCTS PROVIDED AND SERVICES PERFORMED, TOTAL DOLLAR AMOUNT OF PRODUCT AND TOTAL DOLLAR AMOUNT OF SERVICES PERFORMED.

3. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

PROVIDE ON A SEPARATE SHEET A DESCRIPTION OF THE PRODUCTS PROVIDED AND SERVICES PERFORMED, TOTAL DOLLAR AMOUNT OF PRODUCT AND TOTAL DOLLAR AMOUNT OF SERVICES PERFORMED.

**ATTACHMENT D**

**WHOLESALE RESIDENTIAL/COMMERCIAL PRODUCT PRICE ANALYSIS**

THE DOCUMENT IS PREPARED IN MICROSOFT EXCEL 2000 OR LATER AND IS ATTACHED AS AN ICON. DOUBLE CLICK ON THE EXCEL ICON BELOW TO OPEN, VIEW AND/OR PRINT THE FOLLOWING PRICING PAGES. (NOTE: WORD MUST BE IN THE PAGE LAYOUT VIEW TO SEE THE ICON.)



ATTACHMENT D Top  
100 Product Price An

**ATTACHMENT D-1**

**RETAIL RESIDENTIAL/COMMERCIAL PRODUCT PRICE ANALYSIS**

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ATTACHMENT D-1  
Top 100 Product Price

**ATTACHMENT D-2**

**WHOLESALE INDUSTRIAL PRODUCT PRICE ANALYSIS**

THE DOCUMENT IS PREPARED IN MICROSOFT EXCEL 2000 OR LATER AND IS ATTACHED AS AN ICON. DOUBLE CLICK ON THE EXCEL ICON BELOW TO OPEN, VIEW AND/OR PRINT THE FOLLOWING PRICING PAGES. (NOTE: WORD MUST BE IN THE PAGE LAYOUT VIEW TO SEE THE ICON.)



Attachment D-2  
Wholesale Ind. Suppli

**ATTACHMENT D-3**

**RETAIL INDUSTRIAL PRODUCT PRICE ANALYSIS**

THE DOCUMENT IS PREPARED IN MICROSOFT EXCEL 2000 OR LATER AND IS ATTACHED AS AN ICON. DOUBLE CLICK ON THE EXCEL ICON BELOW TO OPEN, VIEW AND/OR PRINT THE FOLLOWING PRICING PAGES. (NOTE: WORD MUST BE IN THE PAGE LAYOUT VIEW TO SEE THE ICON.)



Attachment D-3  
Retail Ind. Supplies.x

**ATTACHMENT D-4**

**PRICING FOR ALL PRODUCTS OFFERED**

THE DOCUMENT IS PREPARED IN MICROSOFT EXCEL 2000 OR LATER AND IS ATTACHED AS AN ICON. DOUBLE CLICK ON THE EXCEL ICON BELOW TO OPEN, VIEW AND/OR PRINT THE FOLLOWING PRICING PAGES. (NOTE: WORD MUST BE IN THE PAGE LAYOUT VIEW TO SEE THE ICON.)



ATTACHMENT D-4  
Pricing for All Product

**ATTACHMENT E**

**RETAIL STORES AND WAREHOUSE LOCATIONS**

THE DOCUMENT IS PREPARED IN MICROSOFT EXCEL 2000 OR LATER AND IS ATTACHED AS AN ICON. DOUBLE CLICK ON THE EXCEL ICON BELOW TO OPEN, VIEW AND/OR PRINT THE FOLLOWING PRICING PAGES. (NOTE: WORD MUST BE IN THE PAGE LAYOUT VIEW TO SEE THE ICON.)



ATTACHMENT E  
Retail and Wholesale

EXHIBIT 1

SUPPLIER REGISTRATION PROCEDURES

BidSync.com Registration is FREE and REQUIRED for all Suppliers.

Register On-line at  
[https://www.bidsync.com/SupplierRegister?ac=register&pres\\_elected\\_plan=free&](https://www.bidsync.com/SupplierRegister?ac=register&pres_elected_plan=free&)

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

For assistance, please contact BidSync Supplier Support Department via phone or email, during regular business hours: 1-800-990-9339 or [agency-support@BidSync.com](mailto:agency-support@BidSync.com)



**EXHIBIT 2**

**SAMPLE TRANSMITTAL LETTER**

(To be typed on the letterhead of Offeror)

Maricopa County  
Materials Management Department  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

Re: RFP Number – 11019

To Whom It May Concern:

(NAME OF COMPANY) (Herein referred to as the "RESPONDENT"), hereby submits its response to your Request for Proposal dated \_\_\_\_\_, and agrees to perform as proposed in their proposal, if awarded the contract. The Respondent shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before \_\_\_\_\_ if you should desire to accept this proposal.

Very truly yours,

\_\_\_\_\_  
NAME (please print)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE (please print)

## EXHIBIT 3

**SUPPLIER QUALIFICATIONS****SUPPLIERS****Commitments**

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

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

- (a) **Corporate**. Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.
  - (i) The pricing, terms and conditions of the Master Agreement shall be Supplier's primary offering to Public Agencies.
  - (ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.
  - (iii) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
  - (iv) Supplier shall provide a national/senior management account 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.
  - (v) Supplier shall demonstrate in its request for proposal ("RFP") or invitation to bid ("ITB") response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.
  - (vi) Supplier's field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier's options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier's sales representative must contact the U.S.

Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency's objection, Supplier is permitted to pursue other options.

(vii) In states where Supplier has an existing state contract or cooperative contract, 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 counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.

(viii) During the term of the Agreement, Supplier shall not, without the prior written consent of U.S. Communities, enter into an agreement or renew an existing agreement with any Multi-State Purchasing Cooperative, other than U.S. Communities, for the purpose of offering Products and Services to Public Agencies through such Multi-State Purchasing Cooperative. A Multi-State Purchasing Cooperative is defined as any purchasing cooperative that administers contracts to Public Agencies in more than five (5) states that are competitively solicited by the purchasing cooperative itself or another Public Agency for the purpose of providing other Public Agencies access to the competitively solicited contracts.

(b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.

(i) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall be required to match that lower pricing for customers 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 under the U.S. Communities contract 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.

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

(iii) Supplier's Options in Responding to a Third Party RFP or ITB. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts 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.

(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.

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

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

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

(i) Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier's goods 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 shall provide Supplier with its logo and the standards to be employed in the use of the logo. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

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

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

(A) A dedicated U.S. Communities internet web-based homepage containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original request for proposal or invitation to bid;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of products and 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 enquiries regarding U.S. Communities.

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

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

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

**U.S. Communities Administration Agreement**

The Supplier is required to execute, unaltered, the U.S. Communities Administration Agreement (attached hereto as EXHIBIT 5) 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 WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

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

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 \_\_\_

Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?

YES \_\_\_ NO \_\_\_

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 \_\_\_

Did your company have sales greater than \$100 million last year?

YES \_\_\_ NO \_\_\_

Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?

YES \_\_\_ NO \_\_\_

Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?

YES \_\_\_ NO \_\_\_

Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?

YES \_\_\_ NO \_\_\_

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 \_\_\_

Will your company commit to the following program implementation schedule?

YES \_\_\_ NO \_\_\_

Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?

YES \_\_\_ NO \_\_\_

Does your company agree to not pursue additional national or multi-state cooperative contracts during the contract period?

YES \_\_\_ NO \_\_\_

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Submitted by:

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



| New Supplier Implementation Checklist   |                  | Target<br>Completion<br>After<br>Award |
|---|------------------|--|
| <p><b>1. First Conference Call</b></p> <ul style="list-style-type: none"> <li>Discuss expectations</li> <li>Establish initial contact people &amp; roles</li> <li>Outline kickoff plan</li> <li>Establish WebEx training date</li> </ul>  | <b>One Week</b>  |  |
| <p><b>2. Administrative Agreement Signed</b></p> <ul style="list-style-type: none"> <li>Lead Public Agency agreement signed</li> </ul>  | <b>One Week</b>  |  |
| <p><b>3. Supplier Login Established</b></p> <ul style="list-style-type: none"> <li>Complete Supplier initiation form</li> <li>Complete Supplier product template</li> <li>Create user account &amp; user ID - Communicate to Supplier</li> </ul>  | <b>One Week</b>  |  |
| <p><b>4. Initial Sr. Management Meeting</b></p> <ul style="list-style-type: none"> <li>Review commitments</li> <li>Discuss National Account Manager (NAM) role &amp; staff requirements</li> <li>Discuss reporting process &amp; requirements</li> <li>Review kickoff plan</li> <li>Determine field sales introductory communication plan</li> </ul>  | <b>Two Weeks</b> |  |
| <p><b>5. Initial NAM &amp; Staff Training Meetings</b></p> <ul style="list-style-type: none"> <li>Discuss expectations, roles &amp; responsibilities</li> <li>Introduce and review web-based tools</li> <li>Discuss sales organization &amp; define roles</li> <li>Review with NAM</li> <li>Review process &amp; expectations with NAM and lead referral person</li> <li>Discuss marketing plan and customer communication strategy</li> <li>Discuss Admin process/expectations &amp; provide admin support training</li> </ul> | <b>Two Weeks</b> |  |
| <p><b>6. Review Top 10 Local Government Contracts</b></p> <ul style="list-style-type: none"> <li>Determine strategies with NAM</li> </ul>   | <b>Two Weeks</b> |  |
| <p><b>7. Program Contact Requirements</b></p> <ul style="list-style-type: none"> <li>Supplier contacts communicated to U.S. Communities Staff</li> <li>Dedicated email</li> <li>Dedicated toll free number</li> <li>Dedicated fax number</li> </ul>   | <b>Two Weeks</b> |  |
| <p><b>8. Web Development</b></p> <ul style="list-style-type: none"> <li>Initiate IT contact</li> </ul>  | <b>Two Weeks</b> |  |

| New Supplier Implementation Checklist                             | Target Completion After Award |
|---|-------------------------------|
| Website construction  | <b>Three Weeks</b>            |
| Website final edit  | <b>Four Weeks</b>             |
| Product upload to U.S. Communities site                           | <b>Four Weeks</b>             |
| <b>9. Sales Training &amp; Roll Out</b>                           |                               |
| Regional Manager (RM) briefing - Coordinate with NAM              | <b>One Week</b>               |
| Initial remote WebEx training for all sales - Coordinate with NAM | <b>Two Weeks</b>              |
| Top 10 metro areas - Coordinate with NAM & RM                     | <b>Four Weeks</b>             |
| Initiate contact with Advisory Board (AB) members                 | <b>Four Weeks</b>             |
| Training plan for other metros                                    |                               |
| <b>10. Marketing</b>  |                               |
| General announcement  |                               |
| 1 Page Summary with Supplier contacts                             |                               |
| Branding of program   |                               |
| Supplier handbook   |                               |
| Announcement to AB and Sponsors                                   |                               |
| <b>11. Green Initiative</b>                                       |                               |
| Identify Green Products   | <b>Two Weeks</b>              |
| - Certifications  |                               |
| - New product identification                                      |                               |
| Identify green expert   |                               |
| Green reporting   | <b>Six Weeks</b>              |
|   | <b>Four Weeks</b>             |
| Upload product to U.S. Communities website                        | <b>Weeks</b>                  |
| - Product description   |                               |
| - Picture   |                               |
| - SKU   |                               |
| Green marketing material  | <b>Six Weeks</b>              |
| - Approved by U.S. Communities                                    |                               |
| - Printed/ Images   |                               |
| - Articles/ Best Practices/ Supplier internal green practices     |                               |
| - Workshops   |                               |
| - Green tradeshow   |                               |
| - 3rd Party green Suppliers                                       |                               |

**EXHIBIT 3**

**SUPPLIER INFORMATION**

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

**Company**

1. Total number and location of sales persons employed by your company in the United States;
2. Number and location of distribution outlets in the United States (ATTACHMENT E)
3. Number and location of support centers ;
4. Annual sales for 2008, 2009 and 2010 in the United States; Sales reporting should be segmented into the following categories:

| <b>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2008, 2009, AND 2010</b> |                   |                   |                   |
|---|-------------------|-------------------|-------------------|
| <b>Segment</b>  | <b>2008 Sales</b> | <b>2009 Sales</b> | <b>2010 Sales</b> |
| Cities  |                   |                   |                   |
| Counties  |                   |                   |                   |
| K-12 (Pubic/Private)  |                   |                   |                   |
| Higher Education (Public/Private)   |                   |                   |                   |
| States  |                   |                   |                   |
| Other Public Sector and Nonprofits  |                   |                   |                   |
| Federal   |                   |                   |                   |
| Private Sector  |                   |                   |                   |
| <b>Total Supplier Sales</b>   |                   |                   |                   |

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
6. Number and location of retail stores (if applicable)
7. Provide a list with contact information of your company's ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided. Provide a list with contact information of five public agency customers that your company has lost in the last twelve months.

**Distribution**

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.

3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
5. State the company's standard delivery time and any options, including desktop delivery costs, for expediting delivery and return policies.
6. State restocking fees for products returned after thirty days.

**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**

1. Provide a description of the Products to be provided by the major product category set forth in Section 2.0 of the RFP. The primary objective is for each Supplier to provide its complete product offering 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 2.0. If less than 98% guaranteed fill rate, specify fill rate and explain how you can achieve 98%.
4. Specify guaranteed fill rate by product category specified in Section 2.0.

5. State backorder policy. Do you fill or kill order and require Agency to reorder if item is backordered?
6. 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 MRO products.

### **Services**

1. Provide a description of the Services to be provided in Section 2.0 of the RFP. The primary objective is for each Supplier to provide its complete range of services so that Participating Public Agencies may utilize as appropriate for their needs.
2. List the states where the Supplier is licensed to do business.
3. Describe those services that are performed by your company versus those that are performed by subcontractors.
4. Describe the process and requirements of qualifying in-house personnel and subcontractors who will be performing services for your company. Include details on the types of background screening performed and any other required qualifications.
5. Describe your ongoing quality control processes to ensure qualified in-house personnel and subcontractors.
6. If Supplier offers installation services or renovation services, provide 3 references of Public Agencies for which services have been performed. Include complete contact information, a description of products provided and services performed, total dollar amount of product and total dollar amount of services performed.

### **Administration**

1. Describe your company's capacity to employ EDI, telephone, Internet, 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 the state of e-commerce within your company and detail how Participating Public Agencies can benefit from your approach. Please document your company's level of expertise with the following software; Peoplesoft, Lawson, Oracle, School Dude and all others your company has successfully interfaced with a public agency. List, by software supplier, the following information: name of public agency, software system used, "go-live" date, net amount of total sales per Calendar Year sine "go-live", and percentage of sales being processed exclusively via Internet/EDX (paperless) ordering. Include, by public agency, any enhancement, such as e-mail order acknowledgement and on-line order/tracking ability.
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.

## EXHIBIT 4

### MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate (“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 and made a part hereof.

#### RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, a number of Suppliers have entered into Master Agreements 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 a procuring party will make timely payments to the 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 procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.



## **EXHIBIT 5**

### **ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT ("Agreement") is made as of \_\_\_\_\_, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and \_\_\_\_\_ ("Supplier").

#### **RECITALS**

WHEREAS, \_\_\_\_\_ ("Lead Public Agency") has entered into a certain Master Agreement dated as of \_\_\_\_\_, referenced as Agreement No. \_\_\_\_\_, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of \_\_\_\_\_ (the "Products & Services");

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

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

WHEREAS, U.S. Communities serves 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 Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

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, any Participating Public Agency, or any employee of Lead Public Agency or a Participating 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.S. Communities' Representations and Covenants.**

(a) **Marketing.** U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM),

Association of School Business Officials (ASBO) and National Institute of Government Purchasing (NIGP) (collectively, the "Founding Co-Sponsors") 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) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), U.S. Communities shall 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 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "Supplier's Commitments") and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

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

(i) The pricing, terms and conditions of the Master Agreement shall be Supplier's primary offering to Public Agencies.

(ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.

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

(iv) Supplier shall provide a national/senior management account 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.

(v) Supplier shall demonstrate in its request for proposal ("RFP") or invitation to bid ("ITB") response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.

(vi) Supplier's field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier's options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier's sales

representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency's objection, Supplier is permitted to pursue other options.

(vii) In states where Supplier has an existing state contract or cooperative contract, 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 counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.

(viii) During the term of the Agreement, Supplier shall not, without the prior written consent of U.S. Communities, enter into an agreement or renew an existing agreement with any Multi-State Purchasing Cooperative, other than U.S. Communities, for the purpose of offering Products and Services to Public Agencies through such Multi-State Purchasing Cooperative. A Multi-State Purchasing Cooperative is defined as any purchasing cooperative that administers contracts to Public Agencies in more than five (5) states that are competitively solicited by the purchasing cooperative itself or another Public Agency for the purpose of providing other Public Agencies access to the competitively solicited contracts.

(b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.

(i) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall be required to match that lower pricing for customers 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 under the U.S. Communities contract 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.

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

(iii) Supplier's Options in Responding to a Third Party RFP or ITB. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts 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.

(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.

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

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

(i) Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier's goods 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 shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

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

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

(A) A dedicated U.S. Communities internet web-based homepage containing:

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

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

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

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

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

3.4 Breach of Supplier's Representations, Warranties and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance. Failure by Supplier to cure such violation or non-compliance within ninety (90) days shall result in termination of 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. 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 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of (a) two percent (2%) of aggregate purchases made during the month which comprise annual sales of the first \$340,000,000.00; and then (b) two and one-half percent (2.5%) of aggregate purchases made during the month which comprise annual sales exceeding \$340,000,000.00 (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by check or 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 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. 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 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to 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 Online Reporting. 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:

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



**ARTICLE VI**

**MISCELLANEOUS**

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

6.2 Attorney's Fees. 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 Assignment.

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

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

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

U.S. Communities:                      U.S. Communities  
2033 N. Main Street, Suite 700  
Walnut Creek, California 94596  
Attn: Program Manager Administration

Lead Public Agency:                      \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Supplier:                                      \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: U.S. Communities Program Manager

6.5 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

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

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

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

6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from 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 forthwith. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

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

*[Remainder of Page Intentionally Left Blank – Signatures Follow]*

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By \_\_\_\_\_

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

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

Supplier:

\_\_\_\_\_

By \_\_\_\_\_

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

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

APPENDIX A

MASTER AGREEMENT BETWEEN MARICOPA COUNTY AND AWARDED CONTRACTOR(S)

(To Be Attached Upon Finalization)

**APPENDIX B**

**SALES REPORT FORMAT**

**Exhibit B - US (Data Format)**

| Sales Report Template |             |              |                             |                |                           |             |       |       |             |      |       |          |
|-----------------------|-------------|--------------|-----------------------------|----------------|---------------------------|-------------|-------|-------|-------------|------|-------|----------|
| TIN                   | Supplier ID | Account No.  | Agency Name                 | Dept Name      | Address                   | City        | State | Zip   | Agency Type | Year | Month | Amount   |
| 95600735              | 144         | 89518997     | CITY OF LA/MGMT EMPL SVCS   | Purchasing     | 555 RAMIREZ ST STE 312    | LOS ANGELES | CA    | 90012 | 20          | 2008 | 4     | 1525.50  |
| 95600222              | 144         | 34868035     | LOS ANGELES COUNTY          | Facilities     | 350 S FIGUEROA ST STE 700 | LOS ANGELES | CA    | 90071 | 30          | 2008 | 4     | 1803.64  |
| 95600735              | 144         | 89496461     | CITY OF LA/ENVIRON AFFAIR   | Purchasing     | 555 RAMIREZ ST STE 312    | LOS ANGELES | CA    | 90012 | 20          | 2008 | 4     | 1625.05  |
| 95600735              | 144         | 89374835     | CITY OF LA/COMMUNITY DEV    | Purchasing     | 555 RAMIREZ ST STE 312    | LOS ANGELES | CA    | 90012 | 20          | 2008 | 4     | 45090.79 |
| 066002010             | 144         | 328NA0001053 | GROTON TOWN OF PUBLIC WORKS | Water          | 123 A ST                  | GROTON      | CT    | 06340 | 20          | 2008 | 4     | 318.00   |
| 066001854             | 144         | 328NA0001051 | GROTON CITY OF              | Administration | 123 A ST                  | GROTON      | CT    | 06340 | 20          | 2008 | 4     | 212.00   |

| SALES REPORT DATA FORMAT |           |          |                                       |   |
|--------------------------|-----------|----------|---------------------------------------|---|
| Column Name              | Data Type | Length   | Example                               | Comment   |
| TIN                      | Text      | 9        | 95600735, 066001854                   | No Dash, Do not omit leading zero.                |
| Supplier ID              | Number    | 3        | 111, 110, 116                         | See Supplier ID 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 not omit leading zero, Valid zip code |
| Agency Type              | Number    | 2        | 20, 30, 31                            | See Agency Type 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 decimal point, no \$ sign or commas     |

| Agency Type Table |                              |
|-------------------|------------------------------|
| Agency Type ID    | Agency Type Description      |
| 10                | K-12                         |
| 11                | Community College            |
| 12                | College and University       |
| 20                | City                         |
| 21                | City Special District        |
| 22                | Consolidated City/County     |
| 30                | County                       |
| 31                | County Special District      |
| 80                | State Agency                 |
| 81                | Independent Special District |
| 82                | Non-Profit                   |
| 84                | Other                        |
| 99                | Unknown                      |

**EXHIBIT 6**

**ADMINISTRATION AGREEMENT ADDENDUM**

**AFFILIATE PROGRAMS**

U.S. Communities recently established Canadian Communities, an affiliate program in Canada which offers certain qualified contract awards. U.S. Communities shall continue to explore other practical international opportunities based upon the capacity of its contract suppliers to efficiently serve Public Agencies internationally.

Understanding that Supplier may not have the capacity or desire to participate in Canadian Communities or other affiliate programs, U.S. Communities offers these opportunities on a voluntary basis to Supplier.

The terms, conditions and commitments outlined and agreed upon in the U.S. Communities Administration Agreement shall be applied to Canadian Communities and any other international opportunities.

\_\_\_\_\_ Supplier wishes to participate in Canadian Communities and other international opportunities, currently has the capacity to serve Canadian Public Agencies, and agrees to abide by the terms, conditions and commitments of the executed U.S. Communities Administration Agreement. Supplier to provide additional information requested in Canadian Communities Supplier Information section of this solicitation.

\_\_\_\_\_ Supplier does not wish to participate in Canadian Communities or other international opportunities.

SUPPLIER:

\_\_\_\_\_,  
a \_\_\_\_\_

By \_\_\_\_\_

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

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

**ADMINISTRATION AGREEMENT**

**CANADIAN COMMUNITIES**  
**SUPPLIER INFORMATION**

If you checked that Supplier wishes to participate in Canadian Communities on the Administration Agreement Addendum, Affiliate Programs, provide the following additional information.

**Company**

1. Total number and location of sales persons employed by your company in Canada;
2. Number and location of distribution outlets in Canada (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales in Canada for 2008, 2009, and 2010.

**Pricing**

Provide a separate pricing file of products offered in Canada utilizing appropriate units of measure offered by Supplier.

EXHIBIT 7

STATE NOTICE ADDENDUM

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

Nationwide:

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

Other states:

State of Oregon, State of Hawaii, State of Louisiana

**Registered Cities, Towns, Villages and Boroughs in OR**

- 1 CEDAR MILL COMMUNITY LIBRARY
- 2 CITY COUNTY INSURANCE SERVICES
- 3 CITY OF ADAIR VILLAGE
- 4 CITY OF ALBANY
- 5 CITY OF ASHLAND
- 6 CITY OF ASTORIA OREGON
- 7 CITY OF AUMSVILLE
- 8 CITY OF AURORA
- 9 CITY OF BEAVERTON
- 10 CITY OF BOARDMAN
- 11 CITY OF BURNS
- 12 CITY OF CANBY
- 13 CITY OF CANNON BEACH OR
- 14 CITY OF CANYONVILLE
- 15 CITY OF CENTRAL POINT POLICE DEPARTMENT
- 16 CITY OF CLATSKANIE
- 17 CITY OF COBURG
- 18 CITY OF CONDON
- 19 CITY OF COOS BAY
- 20 CITY OF CORVALLIS
- 21 CITY OF COTTAGE GROVE
- 22 CITY OF CRESWELL
- 23 CITY OF DALLAS
- 24 CITY OF DAMASCUS
- 25 CITY OF DUNDEE
- 26 CITY OF EAGLE POINT
- 27 CITY OF ECHO
- 28 CITY OF ESTACADA
- 29 CITY OF EUGENE
- 30 CITY OF FAIRVIEW
- 31 CITY OF FALLS CITY
- 32 CITY OF GATES
- 33 CITY OF GEARHART
- 34 CITY OF GERVAIS



- 35 CITY OF GOLD HILL
- 36 CITY OF GRANTS PASS
- 37 CITY OF GRANTS PASS
- 38 CITY OF GRESHAM
- 39 CITY OF HALSEY
- 40 CITY OF HAPPY VALLEY
- 41 CITY OF HILLSBORO
- 42 CITY OF HOOD RIVER
- 43 CITY OF JOHN DAY
- 44 CITY OF KLAMATH FALLS
- 45 CITY OF LA GRANDE
- 46 CITY OF LAKE OSWEGO
- 47 CITY OF LAKESIDE
- 48 CITY OF LEBANON
- 49 CITY OF LINCOLN CITY
- 50 CITY OF MALIN
- 51 CITY OF MCMINNVILLE
- 52 CITY OF MEDFORD
- 53 CITY OF MILL CITY
- 54 CITY OF MILLERSBURG
- 55 CITY OF MILWAUKIE
- 56 City of Monmouth
- 57 CITY OF MORO
- 58 CITY OF MOSIER
- 59 CITY OF NEWBERG
- 60 CITY OF NORTH PLAINS
- 61 CITY OF OREGON CITY
- 62 CITY OF PHOENIX
- 63 CITY OF PILOT ROCK
- 64 CITY OF PORT ORFORD
- 65 CITY OF PORTLAND
- 66 CITY OF POWERS
- 67 CITY OF PRAIRIE CITY
- 68 CITY OF REDMOND
- 69 CITY OF REEDSPORT
- 70 CITY OF RIDDLE
- 71 CITY OF SALEM
- 72 CITY OF SANDY
- 73 CITY OF SANDY
- 74 CITY OF SCAPPOOSE
- 75 CITY OF SEASIDE
- 76 CITY OF SHADY COVE
- 77 CITY OF SHERWOOD
- 78 CITY OF SILVERTON
- 79 CITY OF SPRINGFIELD
- 80 CITY OF ST. PAUL
- 81 CITY OF STAYTON
- 82 CITY OF TIGARD, OREGON
- 83 City of Troutdale
- 84 CITY OF TUALATIN, OREGON
- 85 CITY OF WARRENTON

- 86 CITY OF WEST LINN/PARKS
- 87 CITY OF WILSONVILLE
- 88 CITY OF WINSTON
- 89 CITY OF WOOD VILLAGE
- 90 CITY OF WOODBURN
- 91 CITY OF YACHATS
- 92 FLORENCE AREA CHAMBER OF COMMERCE
- 93 GASTON RURAL FIRE DEPARTMENT
- 94 GLADSTONE POLICE DEPARTMENT
- 95 Hermiston Fire & Emergency Svcs
- 96 HOUSING AUTHORITY OF THE CITY OF SALEM
- 97 KEIZER POLICE DEPARTMENT
- 98 LEAGUE OF OREGON CITIES
- 99 MALIN COMMUNITY PARK AND RECREATION DISTRICT
- 100 METRO
- 101 MONMOUTH - INDEPENDENCE NETWORK
- 102 North Lincoln Fire & Rescue #1
- 103 PORTLAND DEVELOPMENT COMMISSION
- 104 RAINIER POLICE DEPARTMENT
- 105 RIVERGROVE WATER DISTRICT
- 106 St. Helens, City of
- 107 SUNSET EMPIRE PARK AND RECREATION
- 108 THE CITY OF NEWPORT
- 109 THE NEWPORT PARK AND RECREATION CENTER
- 110 TILLAMOOK PEOPLES UTILITY DISTRICT
- 111 Tillamook Urban Renewal Agency
- 112 TUALATIN VALLEY FIRE & RESCUE
- 113 WEST VALLEY HOUSING AUTHORITY

**Registered 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 DOUGLAS COUNTY
- 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 Josephine County Sheriff
- 29 KLAMATH COUNTY VETERANS SERVICE OFFICE
- 30 LAKE COUNTY
- 31 LANE COUNTY
- 32 LINCOLN COUNTY
- 33 LINN COUNTY
- 34 MARION COUNTY , SALEM, OREGON
- 35 MARION COUNTY FIRE DISTRCT #1
- 36 MORROW COUNTY
- 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
- 43 POLK COUNTY
- 44 PORT OF BANDON
- 45 PORT OF UMPQUA
- 46 SANDY FIRE DISTRICT NO. 72
- 47 SHERMAN COUNTY
- 48 UMATILLA COUNTY, OREGON
- 49 UNION COUNTY
- 50 WALLOWA COUNTY
- 51 WASCO COUNTY
- 52 WASHINGTON COUNTY
- 53 YAMHILL COUNTY
- 54 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

**Registered 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
- 24 ROGUE COMMUNITY COLLEGE
- 25 SOUTHWESTERN OREGON COMMUNITY COLLEGE
- 26 TILLAMOOK BAY COMMUNITY COLLEGE
- 27 UMPQUA COMMUNITY COLLEGE
- 28 WESTERN STATES CHIROPRACTIC COLLEGE
- 29 WILLAMETTE UNIVERSITY

**Registered K-12 in OR**

- 1 Amity School District 4-J
- 2 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
- 3 ARLINGTON SCHOOL DISTRICT NO. 3
- 4 ASTORIA SCHOOL DISTRICT 1C
- 5 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
- 6 BAKER SCHOOL DISTRICT 5-J
- 7 BANDON SCHOOL DISTRICT
- 8 BANKS SCHOOL DISTRICT
- 9 BEAVERTON SCHOOL DISTRICT
- 10 BEND / LA PINE SCHOOL DISTRICT
- 11 BEND-LA PINE SCHOOL DISTRICT
- 12 BROOKING HARBOR SCHOOL DISTRICT NO.17-C
- 13 CANBY SCHOOL DISTRICT
- 14 CANYONVILLE CHRISTIAN ACADEMY
- 15 CASCADE SCHOOL DISTRICT
- 16 CASCADES ACADEMY OF CENTRAL OREGON
- 17 CENTENNIAL SCHOOL DISTRICT
- 18 CENTRAL CATHOLIC HIGH SCHOOL
- 19 CENTRAL POINT SCHOOL DISTRICT NO. 6
- 20 CENTRAL SCHOOL DISTRICT 13J
- 21 CLACKAMAS EDUCATION SERVICE DISTRICT
- 22 COOS BAY SCHOOL DISTRICT
- 23 COOS BAY SCHOOL DISTRICT NO.9
- 24 COQUILLE SCHOOL DISTRICT 8
- 25 COUNTY OF YAMHILL SCHOOL DISTRICT 29
- 26 CRESWELL SCHOOL DISTRICT
- 27 CROSSROADS CHRISTIAN SCHOOL
- 28 CULVER SCHOOL DISTRICT NO.
- 29 DALLAS SCHOOL DISTRICT NO. 2
- 30 DAVID DOUGLAS SCHOOL DISTRICT
- 31 DAYTON SCHOOL DISTRICT NO.8
- 32 DE LA SALLE N CATHOLIC HS
- 33 DESCHUTES COUNTY SD NO.6 - SISTERS SD
- 34 DOUGLAS COUNTY SCHOOL DISTRICT 116
- 35 DOUGLAS EDUCATION SERVICE DISTRICT
- 36 DUFUR SCHOOL DISTRICT NO.29
- 37 ELKTON SCHOOL DISTRICT NO.34
- 38 ESTACADA SCHOOL DISTRICT NO.108
- 39 FOREST GROVE SCHOOL DISTRICT

40 GASTON SCHOOL DISTRICT 511J  
 41 GEN CONF OF SDA CHURCH WESTERN OR  
 42 GERVAIS SCHOOL DIST. #1  
 43 GLADSTONE SCHOOL DISTRICT  
 44 GLENDALE SCHOOL DISTRICT  
 45 GLIDE SCHOOL DISTRICT NO.12  
 46 GRANTS PASS SCHOOL DISTRICT 7  
 47 GREATER ALBANY PUBLIC SCHOOL DISTRICT  
 48 GRESHAM-BARLOW SCHOOL DISTRICT  
 49 HARNEY COUNTY SCHOOL DIST. NO.3  
 50 HARNEY EDUCATION SERVICE DISTRICT  
 51 HEAD START OF LANE COUNTY  
 52 HERITAGE CHRISTIAN SCHOOL  
 53 HIGH DESERT EDUCATION SERVICE DISTRICT  
 54 hillsboro school district  
 55 HOOD RIVER COUNTY SCHOOL DISTRICT  
 56 JACKSON CO SCHOOL DIST NO.9  
 57 JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
 58 JEFFERSON SCHOOL DISTRICT  
 59 KLAMATH FALLS CITY SCHOOLS  
 60 LA GRANDE SCHOOL DISTRICT  
 61 LAKE OSWEGO SCHOOL DISTRICT 7J  
 62 LANE COUNTY SCHOOL DISTRICT 4J  
 63 LANE COUNTY SCHOOL DISTRICT 69  
 64 LEBANON COMMUNITY SCHOOLS NO.9  
 65 LINCOLN COUNTY SCHOOL DISTRICT  
 66 LINN CO. SCHOOL DIST. 95C - SCIO SD  
 67 LIVINGSTONE ADVENTIST ACADEMY  
 68 LOST RIVER JR/SR HIGH SCHOOL  
 69 LOWELL SCHOOL DISTRICT NO.71  
 70 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES  
 71 MCMINNVILLE SCHOOL DISTRICT NO.40  
 72 MEDFORD SCHOOL DISTRICT 549C  
 73 MITCH CHARTER SCHOOL  
 74 MOLALLA RIVER ACADEMY  
 75 MOLALLA RIVER SCHOOL DISTRICT NO.35  
 76 MONROE SCHOOL DISTRICT NO.1J  
 77 MORROW COUNTY SCHOOL DISTRICT  
 78 MT. ANGEL SCHOOL DISTRICT NO.91  
 79 MT.SCOTT LEARNING CENTERS  
 80 MULTISENSORY LEARNING ACADEMY  
 81 MULTNOMAH EDUCATION SERVICE DISTRICT  
 82 MYRTLE POINT SCHOOL DISTRICT NO.41  
 83 NEAH-KAH-NIE DISTRICT NO.56  
 84 NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
 85 NOBEL LEARNING COMMUNITIES  
 86 NORTH BEND SCHOOL DISTRICT 13  
 87 NORTH CLACKAMAS SCHOOL DISTRICT  
 88 NORTH SANTIAM SCHOOL DISTRICT 29J  
 89 NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH  
 90 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT

- 91 NYSSA SCHOOL DISTRICT NO. 26
- 92 ONTARIO MIDDLE SCHOOL
- 93 OREGON TRAIL SCHOOL DISTRICT NO.46
- 94 OUR LADY OF THE LAKE SCHOOL
- 95 PHILOMATH SCHOOL DISTRICT
- 96 PHOENIX-TALENT SCHOOL DISTRICT NO.4
- 97 PORTLAND ADVENTIST ACADEMY
- 98 PORTLAND JEWISH ACADEMY
- 99 PORTLAND PUBLIC SCHOOLS
- 100 RAINIER SCHOOL DISTRICT
- 101 REDMOND PROFICIENCY ACADEMY
- 102 REDMOND SCHOOL DISTRICT
- 103 REEDSPORT SCHOOL DISTRICT
- 104 REYNOLDS SCHOOL DISTRICT
- 105 ROGUE RIVER SCHOOL DISTRICT NO.35
- 106 ROSEBURG PUBLIC SCHOOLS
- 107 SALEM-KEIZER PUBLIC SCHOOLS
- 108 Santiam Canyon SD 129J
- 109 SCAPPOOSE SCHOOL DISTRICT 1J
- 110 SEASIDE SCHOOL DISTRICT 10
- 111 SEVEN PEAKS SCHOOL
- 112 Sheridan School District 48J
- 113 SHERWOOD SCHOOL DISTRICT 88J
- 114 SILVER FALLS SCHOOL DISTRICT
- 115 SIUSLAW SCHOOL DISTRICT
- 116 SOUTH COAST EDUCATION SERVICE DISTRICT
- 117 SOUTH LANE SCHOOL DISTRICT 45J3
- 118 SOUTH UMPQUA SCHOOL DISTRICT #19
- 119 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
- 120 SOUTHWEST CHARTER SCHOOL
- 121 SPRINGFIELD SCHOOL DISTRICT NO.19
- 122 St. Mary Catholic School
- 123 St. Paul School District
- 124 STANFIELD SCHOOL DISTRICT
- 125 SWEET HOME SCHOOL DISTRICT NO.55
- 126 THE CATLIN GABEL SCHOOL
- 127 TIGARD-TUALATIN SCHOOL DISTRICT
- 128 UMATILLA-MORROW ESD
- 129 VERNONIA SCHOOL DISTRICT 47J
- 130 WEST HILLS COMMUNITY CHURCH
- 131 WEST LINN WILSONVILLE SCHOOL DISTRICT
- 132 WHITEAKER MONTESSORI SCHOOL
- 133 WILLAMETTE EDUCATION SERVICE DISTRICT
- 134 WILLAMINA SCHOOL DISTRICT
- 135 YONCALLA SCHOOL DISTRICT NO.32

**Registered NonProfit and Other in OR**

- 1 211INFO
- 2 ACUMENTRA HEALTH
- 3 ADDICTIONS RECOVERY CENTER, INC
- 4 All God's Children International
- 5 ALLFOURONE/CRESTVIEW CONFERENCE CTR.

- 6 ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
- 7 ALZHEIMERS NETWORK OF OREGON
- 8 ASHLAND COMMUNITY HOSPITAL
- 9 ATHENA LIBRARY FRIENDS ASSOCIATION
- 10 BARLOW YOUTH FOOTBALL
- 11 BAY AREA FIRST STEP, INC.
- 12 BENTON HOSPICE SERVICE
- 13 BETHEL CHURCH OF GOD
- 14 BIRCH COMMUNITY SERVICES, INC.
- 15 BLACHLY LANE ELECTRIC COOPERATIVE
- 16 BLIND ENTERPRISES OF OREGON
- 17 Bob Belloni Ranch, Inc.
- 18 BONNEVILLE ENVIRONMENTAL FOUNDATION
- 19 BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
- 20 BROAD BASE PROGRAMS INC.
- 21 CANBY FOURSQUARE CHURCH
- 22 CANCER CARE RESOURCES
- 23 CASCADIA BEHAVIORAL HEALTHCARE
- 24 CASCADIA REGION GREEN BUILDING COUNCIL
- 25 CATHOLIC CHARITIES
- 26 CATHOLIC COMMUNITY SERVICES
- 27 CENTER FOR COMMUNITY CHANGE
- 28 CENTER FOR RESEARCH TO PRACTICE
- 29 CENTRAL BIBLE CHURCH
- 30 CENTRAL CITY CONCERN
- 31 CENTRAL DOUGLAS COUNTY FAMILY YMCA
- 32 CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
- 33 CHILDPEACE MONTESSORI
- 34 CITY BIBLE CHURCH
- 35 CLACKAMAS RIVER WATER
- 36 CLASSROOM LAW PROJECT
- 37 Clatskanie People's Utility District
- 38 COAST REHABILITATION SERVICES
- 39 Coastal Family Health Center
- 40 COLLEGE HOUSING NORTHWEST
- 41 COLUMBIA COMMUNITY MENTAL HEALTH
- 42 COMMUNITY ACTION ORGANIZATION
- 43 COMMUNITY ACTION TEAM, INC.
- 44 COMMUNITY CANCER CENTER
- 45 COMMUNITY HEALTH CENTER, INC
- 46 COMMUNITY VETERINARY CENTER
- 47 CONFEDERATED TRIBES OF GRAND RONDE
- 48 CONSERVATION BIOLOGY INSTITUTE
- 49 CONTEMPORARY CRAFTS MUSEUM AND GALLERY
- 50 CORVALLIS MOUNTAIN RESCUE UNIT
- 51 COVENANT CHRISTIAN HOOD RIVER
- 52 COVENANT RETIREMENT COMMUNITIES
- 53 DECISION SCIENCE RESEARCH INSTITUTE, INC.
- 54 DELIGHT VALLEY CHURCH OF CHRIST
- 55 DOGS FOR THE DEAF, INC.
- 56 DOUGLAS ELECTRIC COOPERATIVE, INC.

57 EAST HILL CHURCH  
58 EAST SIDE FOURSQUARE CHURCH  
59 EAST WEST MINISTRIES INTERNATIONAL  
60 EDUCATIONAL POLICY IMPROVEMENT CENTER  
61 ELMIRA CHURCH OF CHRIST  
62 EMERALD PUD  
63 EMMAUS CHRISTIAN SCHOOL  
64 EN AVANT, INC.  
65 ENTERPRISE FOR EMPLOYMENT AND EDUCATION  
66 EUGENE BALLET COMPANY  
67 EUGENE SYMPHONY ASSOCIATION, INC.  
68 EUGENE WATER & ELECTRIC BOARD  
69 EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.  
70 FAIR SHARE RESEARCH AND EDUCATION FUND  
71 FAITH CENTER  
72 FAITHFUL SAVIOR MINISTRIES  
73 FAMILIES FIRST OF GRANT COUNTY, INC.  
74 FANCONI ANEMIA RESEARCH FUND INC.  
75 FARMWORKER HOUSING DEV CORP  
76 FIRST CHURCH OF THE NAZARENE  
77 FIRST UNITARIAN CHURCH  
78 FORD FAMILY FOUNDATION  
79 FOUNDATIONS FOR A BETTER OREGON  
80 FRIENDS OF THE CHILDREN  
81 GATEWAY TO COLLEGE NATIONAL NETWORK  
82 GOAL ONE COALITION  
83 GOLD BEACH POLICE DEPARTMENT  
84 GOOD SHEPHERD COMMUNITIES  
85 Good Shepherd Medical Center  
86 GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES  
87 GRACE BAPTIST CHURCH  
88 GRANT PARK CHURCH  
89 GRANTS PASS MANAGEMENT SERVICES, DBA  
90 GREATER HILLSBORO AREA CHAMBER OF COMMERCE  
91 HALFWAY HOUSE SERVICES, INC.  
92 HEARING AND SPEECH INSTITUTE INC  
93 HELP NOW! ADVOCACY CENTER  
94 HIGHLAND HAVEN  
95 HIGHLAND UNITED CHURCH OF CHRIST  
96 HIV ALLIANCE, INC  
97 HOUSING AUTHORITY OF LINCOLN COUNTY  
98 HOUSING AUTHORITY OF PORTLAND  
99 HOUSING NORTHWEST  
100 Independent Development Enterprise Alliance  
101 INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON  
102 INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION  
103 INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION  
104 InventSuccess  
105 IRCO  
106 JASPER MOUNTAIN  
107 JUNIOR ACHIEVEMENT



108 KLAMATH HOUSING AUTHORITY  
109 LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER  
110 LA GRANDE UNITED METHODIST CHURCH  
111 Lane Council of Governments  
112 LANE ELECTRIC COOPERATIVE  
113 LANE MEMORIAL BLOOD BANK  
114 LANECO FEDERAL CREDIT UNION  
115 LAUREL HILL CENTER  
116 LIFEWORKS NW  
117 LIVING WAY FELLOWSHIP  
118 LOAVES & FISHES CENTERS, INC.  
119 LOCAL GOVERNMENT PERSONNEL INSTITUTE  
120 LOOKING GLASS YOUTH AND FAMILY SERVICES  
121 MACDONALD CENTER  
122 MAKING MEMORIES BREAST CANCER FOUNDATION, INC.  
123 MARION COUNTY HOUSING AUTHORITY  
124 Mental Health for Children, Inc.  
125 METRO HOME SAFETY REPAIR PROGRAM  
126 METROPOLITAN FAMILY SERVICE  
127 MID COLUMBIA COUNCIL OF GOVERNMENTS  
128 MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL  
129 MID-COLUMBIA CENTER FOR LIVING  
130 MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC  
131 MORNING STAR MISSIONARY BAPTIST CHURCH  
132 MORRISON CHILD AND FAMILY SERVICES  
133 MOSAIC CHURCH  
134 NAMI of Washington County  
135 NAMI OREGON  
136 NATIONAL PSORIASIS FOUNDATION  
137 NATIONAL WILD TURKEY FEDERATION  
138 NEW AVENUES FOR YOUTH INC  
139 NEW BEGINNINGS CHRISTIAN CENTER  
140 NEW HOPE COMMUNITY CHURCH  
141 NEWBERG FRIENDS CHURCH  
142 NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY  
143 North Pacific District of Foursquare Churches  
144 NORTHWEST ENERGY EFFICIENCY ALLIANCE  
145 NORTHWEST FOOD PROCESSORS ASSOCIATION  
146 NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE  
147 NORTHWEST REGIONAL EDUCATIONAL LABORATORY  
148 NORTHWEST YOUTH CORPS  
149 OCHIN  
150 OHSU FOUNDATION  
151 OLIVET BAPTIST CHURCH  
152 OMNIMEDIX INSTITUTE  
153 OPEN MEADOW ALTERNATIVE SCHOOLS, INC.  
154 OREGON BALLET THEATRE  
155 OREGON CITY CHURCH OF THE NAZARENE  
156 OREGON COAST COMMUNITY ACTION  
157 OREGON DEATH WITH DIGNITY  
158 OREGON DONOR PROGRAM

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| 159 | OREGON EDUCATION ASSOCIATION                  |
| 160 | OREGON ENVIRONMENTAL COUNCIL                  |
| 161 | OREGON LIONS SIGHT & HEARING FOUNDATION       |
| 162 | OREGON MUSUEM OF SCIENCE AND INDUSTRY         |
| 163 | OREGON PROGRESS FORUM                         |
| 164 | OREGON REPERTORY SINGERS                      |
| 165 | Oregon Research Institute                     |
| 166 | OREGON STATE UNIVERSITY ALUMNI ASSOCIATION    |
| 167 | OREGON SUPPORTED LIVING PROGRAM               |
| 168 | OSLC COMMUNITY PROGRAMS                       |
| 169 | OUTSIDE IN                                    |
| 170 | OUTSIDE IN                                    |
| 171 | PACIFIC CASCADE FEDERAL CREDIT UNION          |
| 172 | PACIFIC FISHERY MANAGEMENT COUNCIL            |
| 173 | PACIFIC INSTITUTES FOR RESEARCH               |
| 174 | PACIFIC STATES MARINE FISHERIES COMMISSION    |
| 175 | PARALYZED VETERANS OF AMERICA                 |
| 176 | PARTNERSHIPS IN COMMUNITY LIVING, INC.        |
| 177 | PENDLETON ACADEMIES                           |
| 178 | PENTAGON FEDERAL CREDIT UNION                 |
| 179 | PLANNED PARENTHOOD OF SOUTHWESTERN OREGON     |
| 180 | PORT CITY DEVELOPMENT CENTER                  |
| 181 | PORTLAND ART MUSEUM                           |
| 182 | PORTLAND BUSINESS ALLIANCE                    |
| 183 | PORTLAND HABILITATION CENTER, INC.            |
| 184 | Portland Oregon Visitors Association          |
| 185 | PORTLAND SCHOOLS FOUNDATION                   |
| 186 | PORTLAND WOMENS CRISIS LINE                   |
| 187 | PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND  |
| 188 | PRINGLE CREEK SUSTAINABLE LIVING CENTER       |
| 189 | PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL       |
| 190 | PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC. |
| 191 | QUADRIPLIGICS UNITED AGAINST DEPENDENCY, INC. |
| 192 | REBUILDING TOGETHER - PORTLAND INC.           |
| 193 | REGIONAL ARTS AND CULTURE COUNCIL             |
| 194 | RELEVANT LIFE CHURCH                          |
| 195 | RENEWABLE NORTHWEST PROJECT                   |
| 196 | ROGUE FEDERAL CREDIT UNION                    |
| 197 | ROSE VILLA, INC.                              |
| 198 | SACRED HEART CATHOLIC DAUGHTERS               |
| 199 | SAIF CORPORATION                              |
| 200 | SAINT ANDREW NATIVITY SCHOOL                  |
| 201 | SAINT CATHERINE OF SIENA CHURCH               |
| 202 | SAINT JAMES CATHOLIC CHURCH                   |
| 203 | Salem Academy                                 |
| 204 | SALEM ALLIANCE CHURCH                         |
| 205 | SALEM ELECTRIC                                |
| 206 | SALMON-SAFE INC.                              |
| 207 | SCIENCEWORKS                                  |
| 208 | SE WORKS                                      |
| 209 | SECURITY FIRST CHILD DEVELOPMENT CENTER       |

210 SELF ENHANCEMENT INC.  
 211 SERENITY LANE  
 212 SEXUAL ASSAULT RESOURCE CENTER  
 213 SHELTERCARE  
 214 SHERIDAN JAPANESE SCHOOL FOUNDATION  
 215 SHERMAN DEVELOPMENT LEAGUE, INC.  
 216 SILVERTON AREA COMMUNITY AID  
 217 SISKIYOU INITIATIVE  
 218 SMART  
 219 SOCIAL VENTURE PARTNERS PORTLAND  
 220 SONRISE CHURCH  
 221 SOUTH COAST HOSPICE, INC.  
 222 SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE  
 223 SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.  
 224 SOUTHERN OREGON HUMANE SOCIETY  
 225 SPARC ENTERPRISES  
 226 SPIRIT WIRELESS  
 227 SPONSORS, INC.  
 228 SPOTLIGHT THEATRE OF PLEASANT HILL  
 229 SPRINGFIELD UTILITY BOARD  
 230 ST VINCENT DE PAUL  
 231 ST. ANTHONY CHURCH  
 232 ST. ANTHONY SCHOOL  
 233 ST. MARYS OF MEDFORD, INC.  
 234 St. Matthew Catholic School  
 235 ST. VINCENT DEPAUL OF LANE COUNTY  
 236 STAND FOR CHILDREN  
 237 STAR OF HOPE ACTIVITY CENTER INC.  
 238 Store to Door  
 239 Street Ministry  
 240 SUMMIT VIEW COVENANT CHURCH  
 241 SUNNYSIDE FOURSQUARE CHURCH  
 242 SUNRISE ENTERPRISES  
 243 SUSTAINABLE NORTHWEST  
 244 TENAS ILLAHEE CHILDCARE CENTER  
 245 The Dreaming Zebra Foundation  
 246 THE EARLY EDUCATION PROGRAM, INC.  
 247 The International School  
 248 THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.  
 249 THE NEXT DOOR  
 250 THE OREGON COMMUNITY FOUNDATION  
 251 THE SALVATION ARMY - CASCADE DIVISION  
 252 TILLAMOOK CNTY WOMENS CRISIS CENTER  
 253 TILLAMOOK ESTUARIES PARTNERSHIP  
 254 TOUCHSTONE PARENT ORGANIZATION  
 255 TRAILS CLUB  
 256 TRAINING EMPLOYMENT CONSORTIUM  
 257 TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE  
 258 TRILLIUM FAMILY SERVICES, INC.  
 259 UMPQUA COMMUNITY DEVELOPMENT CORPORATION  
 260 UNION GOSPEL MISSION

- 261 UNITED CEREBRAL PALSY OF OR AND SW WA
- 262 UNITED WAY OF THE COLUMBIA WILLAMETTE
- 263 US CONFERENCE OF MENONNITE BRETHREN CHURCHES
- 264 US FISH AND WILDLIFE SERVICE
- 265 USAGENCIES CREDIT UNION
- 266 VERMONT HILLS FAMILY LIFE CENTER
- 267 Viking Sal Senior Center
- 268 VIRGINIA GARCIA MEMORIAL HEALTH CENTER
- 269 VOLUNTEERS OF AMERICA OREGON
- 270 WE CARE OREGON
- 271 WESTERN RIVERS CONSERVANCY
- 272 WESTERN STATES CENTER
- 273 WESTSIDE BAPTIST CHURCH
- 274 WHITE BIRD CLINIC
- 275 WILD SALMON CENTER
- 276 WILLAMETTE FAMILY
- 277 WILLAMETTE LUTHERAN HOMES, INC
- 278 WILLAMETTE VIEW INC.
- 279 Women's Safety & Resource Center
- 280 WOODBURN AREA CHAMBER OF COMMERCE
- 281 WORD OF LIFE COMMUNITY CHURCH
- 282 WORKSYSTEMS INC
- 283 YOUTH GUIDANCE ASSOC.
- 284 YWCA SALEM

**Registered Special/Independent in OR**

- 1 Banks Fire District #13
- 2 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
- 3 CHEHALEM PARK AND RECREATION DISTRICT
- 4 COLUMBIA 911 COMMUNICATIONS DISTRICT
- 5 GLENDALE RURAL FIRE DISTRICT
- 6 HOODLAND FIRE DISTRICT NO.74
- 7 KLAMATH COUNTY 9-1-1
- 8 LANE EDUCATION SERVICE DISTRICT
- 9 LANE TRANSIT DISTRICT
- 10 METROPOLITAN EXPOSITION-RECREATION COMMISSION
- 11 NW POWER POOL
- 12 OAK LODGE WATER DISTRICT
- 13 PORT OF SIUSLAW
- 14 PORT OF ST HELENS
- 15 REGIONAL AUTOMATED INFORMATION NETWORK
- 16 SALEM AREA MASS TRANSIT DISTRICT
- 17 THE PORT OF PORTLAND
- 18 TUALATIN HILLS PARK AND RECREATION DISTRICT
- 19 TUALATIN VALLEY WATER DISTRICT
- 20 UNION SOIL & WATER CONSERVATION DISTRICT
- 21 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
- 22 WILLAMALANE PARK AND RECREATION DISTRICT

**Registered State Agencies in OR**

- 1 BOARD OF MEDICAL EXAMINERS
- 2 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
- 3 OFFICE OF THE STATE TREASURER

- 4 OREGON BOARD OF ARCHITECTS
- 5 OREGON CHILD DEVELOPMENT COALITION
- 6 OREGON DEPARTMENT OF EDUCATION
- 7 OREGON DEPARTMENT OF FORESTRY
- 8 OREGON DEPT OF TRANSPORTATION
- 9 OREGON DEPT. OF EDUCATION
- 10 OREGON LOTTERY
- 11 OREGON OFFICE OF ENERGY
- 12 OREGON STATE BOARD OF NURSING
- 13 OREGON STATE DEPT OF CORRECTIONS
- 14 OREGON STATE POLICE
- 15 OREGON TOURISM COMMISSION
- 16 OREGON TRAVEL INFORMATION COUNCIL
- 17 SANTIAM CANYON COMMUNICATION CENTER
- 18 SEIU LOCAL 503, OPEU

**Registered Counties and Parishes in HI**

- CITY AND COUNTY OF HONOLULU
- 1 BOARD OF WATER SUPPLY
- 2 COUNTY OF HAWAII
- 3 MAUI COUNTY COUNCIL

**Registered Higher Education in HI**

- 1 ARGOSY UNIVERSITY
- 2 BRIGHAM YOUNG UNIVERSITY - HAWAII
- 3 COLLEGE OF THE MARSHALL ISLANDS
- 4 HAWAII PACIFIC UNIVERSITY
- 5 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
- 6 UNIVERSITY OF HAWAII AT MANOA

**Registered K-12 in HI**

- 1 CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
- 2 EMMANUAL LUTHERAN SCHOOL
- 3 HANAHAU`OLI SCHOOL
- 4 HAWAII TECHNOLOGY ACADEMY
- 5 ISLAND SCHOOL
- 6 KAMEHAMEHA SCHOOLS
- 7 KE KULA O S. M. KAMAKAU
- 8 MARYKNOLL SCHOOL
- 9 PACIFIC BUDDHIST ACADEMY

**Registered NonProfit and Other in HI**

- 1 ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
- 2 ALOHACARE
- 3 AMERICAN LUNG ASSOCIATION
- 4 ASSOCIATION OF OWNERS OF KUKUI PLAZA
- 5 BISHOP MUSEUM
- 6 BUILDING INDUSTRY ASSOCIATION OF HAWAII
- 7 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
- 8 EAH, INC.
- 9 EASTER SEALS HAWAII
- 10 GOODWILL INDUSTRIES OF HAWAII, INC.
- 11 HABITAT FOR HUMANITY MAUI
- 12 HALE MAHAOLU
- 13 HAROLD K.L. CASTLE FOUNDATION

- 14 HAWAII AGRICULTURE RESEARCH CENTER
- 15 Hawaii Carpenters Market Recovery Program Fund
- 16 HAWAII EMPLOYERS COUNCIL
- 17 HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
- 18 HAWAII STATE FCU
- 19 HONOLULU HABITAT FOR HUMANITY
- 20 IUPAT, DISTRICT COUNCIL 50
- 21 LANAKILA REHABILITATION CENTER INC.
- 22 LEEWARD HABITAT FOR HUMANITY
- 23 MAUI COUNTY FCU
- 24 MAUI ECONOMIC DEVELOPMENT BOARD
- 25 MAUI ECONOMIC OPPORTUNITY, INC.
- 26 MAUI FAMILY YMCA
- 27 NA HALE O MAUI
- 28 NA LEI ALOHA FOUNDATION
- 29 NETWORK ENTERPRISES, INC.
- 30 ORI ANUENUE HALE, INC.
- 31 PARTNERS IN DEVELOPMENT FOUNDATION
- 32 POLYNESIAN CULTURAL CENTER
- 33 PUNAHOU SCHOOL
- 34 Saint Louis School
- 35 ST. THERESA CHURCH
- 36 UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
- 37 W. M. KECK OBSERVATORY
- 38 WAIANAE COMMUNITY OUTREACH
- 39 WAILUKU FEDERAL CREDIT UNION
- 40 YMCA OF HONOLULU

**Registered State Agencies in HI**

- 1 ADMIN. SERVICES OFFICE
- 2 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
- 3 HAWAII HEALTH SYSTEMS CORPORATION
- 4 SOH- JUDICIARY CONTRACTS AND PURCH
- 5 STATE DEPARTMENT OF DEFENSE
- 6 STATE OF HAWAII
- 7 STATE OF HAWAII
- 8 STATE OF HAWAII, DEPT. OF EDUCATION

**Registered 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 CITY OF ALEXANDRIA
- 7 CITY OF BAKER POLICE DEPARTMENT
- 8 CITY OF BOSSIER
- 9 CITY OF COVINGTON
- 10 city of gretna
- 11 CITY OF HAMMOND
- 12 CITY OF KENNER
- 13 CITY OF LAKE CHARLES FIRE DEPT
- 14 CITY OF LEESVILLE

- 15 CITY OF MINDEN
- 16 CITY OF MONROE
- 17 CITY OF NEW ROADS
- 18 CITY OF PLAQUEMINE
- 19 CITY OF PORT ALLEN
- 20 CITY OF RUSTON
- 21 CITY OF SHREVEPORT
- 22 CITY OF SLIDELL
- 23 CITY OF VILLE PLATTE
- 24 CITY OF WEST MONROE
- 25 CITY OF WESTLAKE
- 26 CITY OF WINNFIELD
- 27 CITY OF WINNSBORO
- 28 DENHAM SPRINGS CITY MARSHAL
- 29 FIRE PROTECTION DIST. NO. 5
- 30 GREATER NEW ORLEANS EXPRESSWAY COMMISSION
- 31 GREATER NEW ORLEANS FOUNDATION
- 32 LOUISIANA PUBLIC EMPLOYEES COUNCIL 17 AFSCME AFL- CIO  
BUILDING CORP
- 33 MONROE CITY
- 34 PONCHATOULA POLICE DEPT.
- 35 RAYNE HOUSING AUTHORITY
- 36 Sewerage and Water Board of New Orleans
- 37 ST. BERNARD PARISH GOVERNMENT
- 38 TOWN OF ARCADIA
- 39 TOWN OF BENTON
- 40 TOWN OF CHURCH POINT
- 41 TOWN OF FARMERVILLE
- 42 TOWN OF GRAND ISLE
- 43 TOWN OF HAYNESVILLE
- 44 TOWN OF HOMER
- 45 TOWN OF JONESBORO
- 46 TOWN OF JONESVILLE
- 47 TOWN OF LEONVILLE
- 48 TOWN OF OLLA
- 49 TOWN OF PEARL RIVER
- 50 TOWN OF RAYVILLE
- 51 TOWN OF ROSEFINE
- 52 TOWN OF STERLINGTON
- 53 TOWN OF WATERPROOF
- 54 TOWN OF WHITE CASTLE
- 55 VILLAGE OF FENTON
- 56 VILLAGE OF FOREST HILL
- 57 VILLAGE OF PALMETTO

**Registered 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 BOSSIER PARISH ASSESSOR

7 BOSSIER PARISH CLERK OF CT  
8 BOSSIER SHERIFFS DEPARTMENT  
9 CADDO PARISH COMMISSION  
10 CADDO PARISH TAX ASSESSOR  
11 CALDWELL PARISH CLERK OF COURT  
12 CALDWELL PARISH HOUSING AUTHORITY  
13 CATAHOULA PARISH POLICE JURY  
14 CITY OF OPELOUSAS  
15 CLAIBORNE PARISH POLICE JURY  
16 CONCORDIA PARISH POLICE JURY  
17 DESOTO PARISH EMS  
18 DESOTO PARISH POLICE JURY  
19 DESOTO PARISH TAX ASSESSOR  
20 EAST BATON ROUGE PARISH CLERK OF COURT  
21 EAST CENTRAL BOSSIER PARISH FIRE DISTRICT #1  
22 EAST FELICIANA PARISH SHERIFF OFFICE  
23 EVANGELINE PARISH SHERIFF DEPT.  
24 FIRE PROTECTION DISTRICT NO 1 OF TENSAS PARISH  
25 FRANKLIN ECONOMIC DEVELOPMENT FOUNDATION  
26 GRANT PARISH POLICE JURY  
27 GRANT PARISH SHERIFF  
28 IBERIA PARISH GOVERNMENT  
29 IBERVILLE PARISH COUNCIL  
30 JACKSON PARISH POLICE JURY  
31 JEFFERSON PARISH DISTRICT ATTORNEY  
32 JEFFERSON PARISH GOVERNMENT  
33 LA SALLE PARISH POLICE JURY  
34 LINCOLN PARISH LIBRARY  
35 MOREHOUSE PARISH POLICE JURY  
36 ORLEANS PARISH CRIMINAL SHERIFFS OFFICE  
37 OUACHITA MULTI-PURPOSE COMMUNITY ACTION PROGRAM, INC  
38 OUACHITA PARISH POLICE JURY  
39 OUACHITA PARISH POLICE JURY  
40 PLAQUEMINES PARISH GOVERNMENT  
41 POINTE COUPEE PARISH POLICE JURY  
42 RAPIDES PARISH LIBRARY  
43 RAPIDES PARISH POLICE JURY  
44 RICHLAND PARISH LIBRARY  
45 RICHLAND PARISH SHERIFF DEPARTMENT  
46 SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION  
47 ST JOHNS THE BAPTIST PARISH  
48 ST LANDRY PARISH SHERIFF DEPT  
49 ST TAMMANY FIRE DISTRICT 4  
50 ST. BERNARD PARISH ADULT DRUG COURT  
51 ST. CHARLES PARISH  
52 ST. MARY PARISH GOVERNMENT  
53 St. Tammany Parish Assessor  
54 SULPHUR PARKS AND RECREATION  
55 TANGIPAHOA MOSQUITO ABATEMENT DISTRICT  
56 TENSAS PARISH POLICE JURY  
57 THIRD JUDICIAL DISTRICT COURT



- 58 UNION PARISH HOMELAND SECURITY
- 59 WEBSTER PARISH POLICE JURY
- 60 WEST CARROLL PARISH SHERIFFS DEPT.
- 61 WEST FELICIANA COMMUNICATIONS DISTRICT
- 62 WINN PARISH DISTRICT ATTORNEY
- 63 WINN PARISH POLICE JURY

**Registered Higher Education in LA**

- 1 CAMERON COLLEGE
- 2 CENTENARY COLLEGE OF LOUISIANA
- 3 COMPASS CAREER COLLEGE
- 4 DELGADO COMMUNITY COLLEGE
- 5 DILLARD UNIVERSITY
- 6 GRETNA CAREER COLLEGE
- 7 LOUISIANA STATE UNIVERSITY
- 8 LOUISIANA TECHNICAL COLLEGE
- 9 LOYOLA UNIVERSITY OF NEW ORLEANS
- 10 LSUHSC - SHREVEPORT
- 11 NEW ORLEANS BAPTIST THEOLOGICAL SEMINARY
- 12 NOTRE DAME SEMINARY
- 13 OUR LADY OF HOLY CROSS COLLEGE
- 14 SOUTH LA COMMUNITY COLLEGE
- 15 SOUTHEASTERN LOUISIANA UNIVERSITY
- 16 SOUTHERN UNIVERSITY
- 17 THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND
- 18 THE ART STATION

**Registered K-12 in LA**

- 1 ACADEMY OF THE SACRED HEART
- 2 ACADIA PARISH SCHOOL BOARD
- 3 Alexandria Country Day School
- 4 ARCHBISHOP RUMMEL HIGH SCHOOL
- 5 Archbishop Shaw High School
- 6 AVOYELLES PARISH SCHOOL BOARD
- 7 BEAUREGARD PARISH SCHOOL BOARD
- 8 BOSSIER PARISH SCHOOL BOARD
- 9 Bossier Parish School Board (BPSB)
- 10 CADDO PARISH MAGNET HIGH SCHOOL
- 11 CADDO PARISH SCHOOLS
- 12 CALCASIEU PARISH SCHOOL SYSTEM
- 13 CATAHOULA PARISH SCHOOL BOARD
- 14 CATHOLIC HIGH SCHOOL
- 15 CATHOLIC OF POINTE COUPEE SCHOOL
- 16 Cedar Creek School
- 17 CENTRAL PRIVATE SCHOOL
- 18 CENTRAL SCHOOL CORP.
- 19 CHILDREN'S CHARTER MIDDLE SCHOOL
- 20 CLAIBORNE PARISH SCHOOL BOARD
- 21 DARBONNE WOODS CHARTER SCHOOL, INC.
- 22 DELHI CHARTER SCHOOL
- 23 DeSoto Parish School Board
- 24 DIOCESE OF LAFAYETTE
- 25 E.D. WHITE CATHOLIC HIGH

26 EAST CARROLL PARISH SCHOOL BOARD  
27 EPISCOPAL HIGH SCHOOL OF BATON ROUGE  
28 EXCELSIOR CHRISTIAN SCHOOL  
29 GRACE LUTHERAN CHURCH AND EARLY CHILDHOOD CENTER  
30 HOLY TRINITY LUTHERAN CHURCH AND SCHOOL  
31 HOSANNA FIRST ASSEMBLY OF GOD  
32 IBERVILLE PARISH SCHOOL BOARD  
33 JACKSON PARISH SCHOOL BOARD  
34 JEFFERSON DAVIS PARISH SCHOOL BOARD  
35 JEFFERSON PARISH SCHOOL BOARD  
36 JESUS THE GOOD SHEPHERD SCHOOL  
37 LAFAYETTE PARISH SCHOOL SYSTEM  
38 LINCOLN PARISH SCHOOL BOARD  
39 LITTLE ANGELS SCHOOL AND DAY CARE  
40 LIVINGSTON PARISH PUBLIC SCHOOLS  
41 LORANGER HIGH SCHOOL FOOTBALL  
42 MADISON PARISH SCHOOL BOARD  
43 MENTORSHIP ACADEMY  
44 MONROE CITY SCHOOLS  
45 MOREHOUSE PARISH SCHOOL BOARD  
46 NEWELLTON ELEMENTARY SCHOOL  
47 NORTHEAST BAPTIST SCHOOL  
48 OAK FOREST ACADEMY  
49 OPELOUSAS CATHOLIC SCHOOL  
50 OUACHITA PARISH SCHOOL BOARD  
51 Parkview Baptist  
52 Recovery School District  
53 RICHLAND PARISH SCHOOL BOARD  
54 RIVERSIDE ACADEMY  
55 ST JOSEPH THE WORKER  
56 ST LANDRY PARISH SCHOOL BOARD  
57 ST MARY'S DOMINICAN HS  
58 ST. AMANT HIGH SCHOOL  
59 ST. AUGUSTINE HIGH SCHOOL  
60 ST. BERNARD PARISH PUBLIC SCHOOL DISTRICT  
61 ST. CLETUS SCHOOL  
62 ST. DOMINIC SCHOOL  
63 ST. JOAN OF ARC SCHOOL  
64 ST. JOHN ELEMENTARY/MIDDLE SCHOOL  
65 ST. MARIA GORETTI CHURCH  
66 ST. PIUS X SCHOOL  
67 St.Mary Parish School Board  
68 STATE DEPARTMENT OF EDUCATION  
69 TANGIPAHOA PARISH SCHOOL SYSTEM  
70 THE DUNHAM SCHOOL  
71 UNION PARISH SCHOOL BOARD  
72 VERMILION PARISH SCHOOL BOARD  
73 VERNON PARISH SCHOOL BOARD  
74 VIDALIA JUNIOR HIGH SCHOOL  
75 VISITATION OF OUR LADY CATHOLIC SCHOOL  
76 WEST BATON ROUGE PARISH SCHOOL BOARD

- 77 WEST CARROLL PARISH SCHOOL BOARD
- 78 WESTMINSTER CHRISTIAN ACADEMY
- 79 WINN PARISH SCHOOL BOARD

**Registered NonProfit and Other in LA**

- 1 A AND B NOTARY
- 2 ACI ST JOHN LLC
- 3 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 ASSOCIATED PROFESSIONAL EDUCATORS OF LOUISIANA
- 11 AVOYELLES PROGRESS ACTION COMMITTEE, INC
- 12 BARKSDALE FEDERAL CREDIT UNION
- 13 BARKSDALE UNITED METHODIST CHURCH
- 14 Baton Rouge Children's Advocacy Center
- 15 Beginners Mind Inc
- 16 BENTON UNITED METHODIST CHURCH
- 17 BONITA ROAD BAPTIST CHURCH
- 18 BOOST FOUNDATION, INC.
- 19 BOSSIER CHAMBER OF COMMERCE
- 20 BOSSIER PARISH MAXIMUM SECURITY JAIL
- 21 BOY SCOUTS OF AMERICA
- 22 BROADMOOR CHRISTIAN CHURCH
- 23 BROADMOOR PRESBYTERIAN CHURCH
- 24 BROADMOOR UNITED METHODIST PRESCHOOL
- 25 CAJUNDOME
- 26 CALLAWAY ENTERPRISES
- 27 CALVARY BAPTIST CHURCH
- 28 CAPITAL CITY PRESS
- 29 CENLA AREA AGENCY ON AGING, INC.
- 30 CENLA COMMUNITY ACTION COMMITTEE, INC.
- 31 CENTRAL ASSEMBLY OG GOD
- 32 CENTRAL CITY EOC
- 33 CHILDREN'S HOSPITAL
- 34 CHITIMACHA TRIBE OF LOUISIANA
- 35 CHRISTVIEW CHRISTIAN CHURCH
- 36 CITY OF FAITH PRISON MINISTRIES, INC.
- 37 COMITE BAPTIST CHURCH
- 38 COMMITTEE FOR PLAQUEMINES RECOVERY
- 39 COMMUNITY SUPPORT PROGRAMS, INC.
- 40 COOK BAPTIST CHURCH
- 41 Cornerstone Church of Zachary Inc
- 42 CROSSPOINT BAPTIST CHURCH
- 43 CROSSROADS CHURCH
- 44 DEMCO
- 45 DESOTO PARISH LIBRARY
- 46 DISABLED VETERNS OF LA CHAPTER 4
- 47 EASTER SEALS LOUISIANA

48 ELDERCARE SUPPORT SERVICES  
49 ELIZABETH BAPTIST CHURCH  
50 EMMANUEL BAPTIST CHURCH  
51 EMMANUEL BAPTIST CHURCH  
52 EMMANUEL BAPTIST CHURCH  
53 EMMANUEL MISSIONARY BAPTIST CHURCH  
54 EVANGELINE BAPTIST CHURCH  
55 FAITH TABERNACLE CHURCH  
56 FAMILY MEDICAL CLINIC OF MER ROUGE  
57 FAMILY RESOURCES OF NEW ORLEANS  
58 FAMILY WORSHIP CENTER CHURCH INC  
59 FIRST APOSTOLIC CHURCH  
60 FIRST BAPTIST CHURCH  
61 FIRST BAPTIST CHURCH  
62 FIRST BAPTIST CHURCH  
63 FIRST BAPTIST CHURCH COVINGTON  
64 FIRST BAPTIST CHURCH RUSTON  
65 FIRST CHURCH OF GOD IN OAK GROVE, INC.  
66 FIRST UNITED METHODIST CHURCH  
67 FRANKLIN MEDICAL CENTER  
68 FROM BONDAGE TO FREEDOM  
69 G B COOLEY SERVICES  
70 GIRL SCOUTS OF LA - PINES TO GULF  
71 Girls Scouts Louisiana East  
72 Go Care  
73 GOOD SAMARITANS OF FRANKLIN  
74 GRACE COMMUNITY CHURCH  
75 GRACE EPISCOPAL CHURCH  
76 GRACE LIFE FELLOWSHIP  
77 GREATER ELIZABETH BAPTIST CHURCH  
78 GREATER HOPE BAPTIST CHURCH  
79 GREATER OUACHITA WATER COMPANY  
80 GULF COAST HOUSING PARTNERSHIP  
81 HANDS ON NETWORK  
82 HARVEST CHURCH  
83 HAVEN NURSING CENTER, INC.  
84 HAVEN REHABILITATION CENTER, INC.  
85 HEALING PLACE CHURCH  
86 HEBRON BAPTIST CHURCH  
87 HOPEWELL BAPTIST CHURCH  
88 HOSANNA LUTHERAN CHURCH  
89 HOSPITAL SERVICE DISTRICT NO.1, D/B/A TRI-WARD  
90 HOUSING AUTHORITY OF BOSSIER CITY  
91 HOUSING AUTHORITY OF JEFFERSON PARISH  
92 IBERIA MEDICAL CENTER  
93 IBTS  
94 IFA CHURCH  
95 ISTROUMA AREA COUNCIL OF BOY SCOUTS  
96 JACKSON PARISH HOSPITAL  
97 Jefferson Chamber of Commerce  
98 JEWISH FEDERATION OF GREATER BATON ROUGE

99 K AND S CHILDHOOD DEVELOPMENT CENTER  
 100 KING OF KINGS EVANGELICAL LUTHERAN CHURCH  
 101 KIWANIS INTERNATIOINAL  
 102 LA ASSEMBLY OF THE CHURCH OF GOD  
 103 LA ASSOCIATION COMMUNITY ACTION PARTNERSHIPS  
 104 LA ONE CALL  
 105 LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION  
 106 LAFAYETTE TEEN COURT, INC  
 107 LAKE BETHLEHEM BAPTIST CHURCH  
 108 LAKESIDE BAPTIST CHURCH  
 109 LAKESIDE DAY CARE  
 110 LANE CHAPEL CME  
 111 LEWIS CME  
 112 LINCOLN GENERAL HOSPITAL  
 113 LITTLE THEATRE OF MONROE, INC.  
 114 LITTLE UNION BAPTIST CHURCH  
 115 LIVINGSTON PARISH CHAMBER OF COMMERCE  
 116 LIVINGSTON PARISH PRESIDENT-COUNCIL  
 117 LMHA - LOUISIANA MANUFACTURED HOUSING ASSOCIATION  
 118 LOD AND CAROL COOK CONFERENCE CENTER AND HOTEL  
 119 LOUIS INFANT CRISIS CENTER  
 120 LOUISIANA ASSOCIATION OF HEALTH PLANS  
 121 LOUISIANA DISTRICT ATTORNEYS ASSOCIATION  
 122 LOUISIANA FAMILY FORUM  
 123 LOUISIANA HEALTH CARE QUALITY FORUM  
 124 Louisiana Hemopheilia Foundation Inc  
 125 LOUISIANA REALTORS ASSOCIATION  
 126 LOUISIANA SPCA  
 127 Louisiana Workforce LLC  
 128 LOUISISANA HIGH SCHOOL ATHLETIC ASSOCIATION  
 129 MACEDONIA MISSIONS, INC.  
 130 MACON ECONOMIC OPPORTUNITY  
 131 MARION BAPTIST CHURCH  
 132 MARY BIRD CANCER CENTER  
 133 MCIO HEAD START  
 134 METRO/REGIONAL BUSINESS INCUBATOR  
 135 MEYERS MEMORIAL CHAPEL  
 136 MIRACLE PLACE CHURCH  
 137 MOREHOUSE GENERAL HOSPITAL  
 138 MORGAN CITY HOUSING AUTHORITY  
 139 MORING STAR BAPTIST CHURCH  
 140 MOUNT CANAAN MISSIONARY BAPTIST CHURCH  
 141 MOUNT HERMON BAPTIST CHURCH  
 142 MT. PLEASANT COMMUNITY DEVELOPMENT CORP. INC.  
 143 MT. SINAI MBC  
 144 MT. VERNON BAPTIST CHURCH  
 145 MT. ZION CME CHURCH  
 146 MW PRINCE HALL MASONIC HALL TEMPLE  
 147 NALC BRANCH 136  
 148 NATIONAL SAFETY COUNCIL  
 149 Nativity of Our Lady Church

150 NEW BEGINNINGS CDC  
 151 NEW CHAPEL HILL BAPTIST CHURCH  
 152 NEW DAUGHTERS OF ZION MISSIONARY BAPTIST CHURCH IN  
 153 NEW GENERATIONS CHURCH OF MONROE, INC  
 154 NEW GREENWOOD BAPTIST CHURCH  
 155 new home ministries  
 156 NEW HORIZONS  
 157 NEW TABERNACLE BAPTIST CHURCH  
 158 NEW TESTAMENT UNITED PENTECOSTAL CHURCH  
 159 NORTH CADDO MEDICAL CENTER  
 160 NORTHWEST LOUISIANA LIONS EYE BANK  
 161 NSU CHILD AND FAMILY NETWORK  
 162 ODYSSEY HOUSE LOUISIANA, INC.  
 163 OLIVE BRANCH BAPTIST CHURCH  
 164 OPEN DOOR BAPTIST CHURCH  
 165 Ouachita Baptist Church  
 166 Our Lady of Perpetual Help Catholic Church  
 167 OUR LADY OF PROMPT SUCCOR CHURCH  
 168 PARKVIEW BAPTIST CHURCH  
 169 PCPFHF  
 170 PCSS  
 171 PEACEFUL REST BAPTIST CHURCH  
 172 PENIEL BAPTIST CHURCH  
 173 PHILADELPHIA BAPTIST CHURCH  
 174 PINE BELT MULTI-PURPOSE COMMUNITY ACTION AGENCY  
 175 PLEASANT VALLEY UNC  
 176 PLEASEAN HILL BAPTIST CHURCH  
 177 POLICE JURY ASSOCIATION OF LOUISIANA  
 178 PONCHATOULA AREA RECREATION DISTRICT NO.1  
 179 PRESBYTERIAN CHURCH OF RUSTON  
 180 PRIDE COMMUNITY ASSOCIATION  
 181 PROVIDENCE HOUSE  
 182 RAPIDES PRIMARY HEALTH CARE CENTER  
 183 REPUBLICAN PARTY OF LA  
 184 RIDGE AVENUE BAPTIST CHURCH  
 185 ROMAN CATHOLIC CHURCH OF THE DIOCESE OF BATON ROUGE  
 186 SEEKER SPRINGS MINISTRY CENTER  
 187 SHOWERS OF BLESSING MINISTRIES  
 188 SHREVEPORT ELECTRICAL HEALTH AND WELFARE FUND  
 189 SHREVEPORT REGIONAL ARTS COUNCIL  
 190 SIMMESPORT HOUSING AUTHORITY  
 191 SOLOMON TEMPLE BAPTIST CHURCH  
 192 Southern Financial Exchange  
 193 SOUTHSIDE ECONOMIC DEVELOPMENT  
 194 SOUTHWEST ACADIA HOUSING AUTHORITY  
 195 ST PATRICK CHURCH  
 196 ST THOMAS AQUINAS CATHOLIC CHURCH  
 197 ST. ALOYSIUS CATHOLIC SCHOOL  
 198 ST. ANDREW PRESBYTERIAN CHURCH  
 199 ST. BERNARD PROJECT  
 200 ST. FRANCES XAVIER CABRINI CATHOLIC CHURCH

201 ST. FRANCIS DINER  
202 ST. GEORGE CHURCH  
203 ST. JEAN VIANNEY CHURCH  
204 ST. JOHN THE BAPTIST CATHOLIC CHURCH  
205 ST. JOHN THE BAPTIST CATHOLIC CHURCH  
206 ST. LANDRY PARISH HOUSING AUTHORITY  
207 ST. MARY CAA, INC.  
208 ST. MARY PARISH TOURIST COMMISSION  
209 ST. MARYS BAPTIST CHURCH  
210 ST. MICHAEL SPECIAL SCHOOL  
211 ST. PAUL BAPTIST CHURCH  
212 ST. PAULS UNITED METHODIST CHURCH  
213 ST. REST BAPTIST CHURCH  
214 ST.ANSELM CATHOLIC CHURCH  
215 ST.MARY PARISH LIBRARY  
216 STARLIGHT BAPTIST CHURCH  
217 STEEPLE CHASE BAPTIST CHURCH  
218 STERLINGTON HOLINESS TABERNACLE  
219 SUMMER GROVE BAPTIST ACADEMY  
220 SUMMER GROVE BAPTIST CHURCH  
221 SWEETWATER BAPTIST CHURCH  
222 The Arc Of Iberia  
223 THE CELL COMMUNITY SCHOOL & RESOURCE CENTER  
224 THE CHURCH OF THE LIVING GOD  
225 THE FULLER CENTER FOR HOUSING OF NWLA  
226 THE HARVEST  
227 THE HOUSE OF FAITH HOPE AND CHARITY  
228 THE SALVATION ARMY  
229 THE SHREVEPORT-BOSSIER KOREAN PRESBYTERIAN CHURCH  
230 THE SPIRIT OF FREEDOM MINISTRIES  
231 THE WAY OF HOLINESS APOSTOLIC CHURCH  
232 TOTAL COMMUNITY ACTION, INC.  
233 TRAILBLAZER RESOURCE AND CONSERVATION AREA, INC.  
234 TRINITY BAPTIST CHURCH  
235 Trinity Episcopal Church  
236 TRINITY LUTHERAN CHURCH  
237 TRINITY WORSHIP CENTER  
238 Tulane Hillel  
239 Union Community Action, Association  
240 UNION COUNCIL ON AGING  
241 UNION SPRINGS MBC  
242 UNITECH TRAINING ACADEMY  
243 UNITED AUTO WORKERS UNION  
244 UNITED CEREBAL PALSY OF GREATER NEW ORLEANS, INC  
245 UNITED METHODIST HOPE MINISTRIES  
246 UNITED WAY OF NORTHEAST LOUISIANA, INC.  
247 UNITED WAY OF NW LOUISIANA  
248 UNITY FOR THE HOMELESS,INC.  
249 UNIVERSITY CHURCH OF CHRIST  
250 UPWARD BOUND MINISTRIES, INC.  
251 URBAN IMPACT MINISTRIES

- 252 VERMILION PARISH WATERWORKS DISTRICT NO.1
- 253 VERNON COMMUNITY ACTION COUNCIL, INC.
- 254 VOLUNTEERS OF AMERICA OF GREATER NEW ORLEANS
- 255 WEST BATON ROUGE CHAMBER OF COMMERCE
- 256 WEST BATON ROUGE PARISH POLICE JURY
- 257 WEST BATON ROUGE S/O WORK RELEASE
- 258 WEST JEFFERSON MEDICAL CENTER
- 259 WILLIAMS MEMORIAL CME
- 260 WILLIS-KNIGHTON FEDERAL CREDIT UNION
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- 1 BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS
- 2 BOSSIER PARISH COMMUNICATIONS DISTRICT NO. 1
- 3 CAPITAL AREA LEGAL SERVICES CORP
- 4 LAFAYETTE AIRPORT COMMISSION
- 5 NEW ORLEANS REGIONAL BUSINESS PARK
- 6 POVERTY POINT RESERVOIR DISTRICT
- 7 ST. GEORGE FIRE PROTECTION DISTRICT NO.2
- 8 ST. TAMMANY PARISH FIRE PROTECTION DISTRICT NO. 3
- 9 UNIVERSITY HOUSE@ACADIANA

**Registered State Agencies in LA**

- 1 18TH JDC-ALVIN BATISTE, JR JUDGE
- 2 26 TH JUDICIAL COURT
- 3 26TH JUDICIAL DISTRICT PUBLIC DEFENDER
- 4 C.A.S.S.E.
- 5 COLUMBIA DEVELOPMENT CENTER
- 6 CONCEALED HANDGUN PERMIT UNIT
- 7 Covington Housing Authority
- 8 DEPARTMENT OF REVENUE/LOUISIANA
- 9 DEPT OF CULTURE RECREATION AND TOURISM
- 10 DHH-OFFICE OF PUBLIC HEALTH
- 11 ELAYN HUNT CORRECTIONAL CENTER
- 12 HAMMOND DEVELOPMENTAL CENTER
- 13 HOUMA-TERREBONNE HOUSING AUTHORITY
- 14 LA DEPT OF WILDLIFE AND FISHERIES
- 15 LA OFFICE OF STATE PARKS
- 16 LA RESEARCH PARK CORPORATION
- 17 LA SHERIFFS PENSION AND RELIEF FUND
- 18 LA. DIVISION OF ADMINISTRATION
- 19 LINCOLN COUNCIL ON THE AGING
- 20 Louisiana Board of Barbers Examiners
- 21 LOUISIANA BOARD OF CHIROPRACTIC EXAMINERS
- 22 LOUISIANA DEPARTMENT OF STATE
- 23 LOUISIANA HOUSING FINANCE AGENCY
- 24 LOUISIANA STATE GOV. BIDS
- 25 LOUISIANA TECH UNIVERSITY
- 26 LSU AGCENTER EXTENSION SERVICE OFFICE
- 27 METROPOLITAN DEVELOPMENTAL CENTER



28 MHSD/CHARTRES-PONTCHARTRAIN BEHAVIOR HEALTH CENTER  
29 Richland Parish Tax Assessors office  
30 Ruston Housing Authority  
31 SPECIAL EDUCATION DISTRICT NO.1 OF LAFOURCHE  
32 THE SPRINGS OF RECOVERY ADOLESCENT PROGRAM  
33 VERNON WORKFORCE CENTER

**EXHIBIT 8****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 Maricopa County ("County") 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 Arizona, and Maricopa County. 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 Maricopa County 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 Maricopa County 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, Maricopa County 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 Maricopa County 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 Arizona website at ([www.azrecovery.gov](http://www.azrecovery.gov)).

**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](http://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 Arizona are located at: <http://www.gpo.gov/davisbacon/AZ.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 Maricopa County, and all contractors and grantees of Maricopa County, 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.

**EXHIBIT 9****FEMA STANDARD TERMS AND CONDITIONS ADDENDUM  
FOR CONTRACTS AND GRANTS**

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

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), 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 (“DOL”) regulations (41 CFR Ch. 60);
  - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
  - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the 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 contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as 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.



# Maricopa County

## NOTICE OF SOLICITATION



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### U.S. COMMUNITIES™

GOVERNMENT PURCHASING ALLIANCE



**SERIAL 11019- RFP**

**REQUEST FOR PROPOSAL FOR: MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED SERVICES**

Notice is hereby given sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M.** Arizona time on **April 29, 2011**, for the furnishing of the following goods and services for Maricopa County. Proposals will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **“SERIAL 11019- RFP REQUEST FOR PROPOSAL FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES.”**

The Maricopa County Procurement Code (“The Code”) governs this procurement and is incorporated by this reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

**ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL CAN BE LOCATED AT <http://www.maricopa.gov/materials> “Develop Bids”. ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.**

**PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER**

**SERIAL 11019-RFP**

**DIRECT ALL INQUIRIES TO:**

**CHARLES HINEGARDNER  
PROCUREMENT OFFICER  
TELEPHONE: (602) 506-6476  
EMAIL: [hinegardnerc@mail.maricopa.gov](mailto:hinegardnerc@mail.maricopa.gov)**

**THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON TUESDAY, APRIL 12, 2011 AT 9:00 A.M. ARIZONA TIME, AT THE MARICOPA COUNTY ELECTIONS DEPARTMENT, LARGE CONFERENCE ROOM, 510 SOUTH THIRD AVENUE, PHOENIX, ARIZONA 85003**

**NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:**

**[www.maricopa.gov/materials/advbd/advbd.asp](http://www.maricopa.gov/materials/advbd/advbd.asp)**



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**SERIAL 11019-RFP**

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**REQUEST FOR PROPOSAL FOR: MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED SERVICES**

1.0 INTENT:

Maricopa County (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 complete line of "Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale (internet) environment; and Related Products and Services (installation, repair and renovation) (herein "Products and Services").

The Respondent(s) shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various government agencies nationwide.

Responses shall be for Retail and Related Services; Wholesale and Related Services or Industrial and Related Services. Suppliers are not required to respond to all three (3) categories.

Responses for only the Related Services (installation, repair and renovation) shall be deemed non-responsive.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 2.21, below)

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

1.1 The RFP is intended to achieve the following objectives:

Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies.

Establish the Master Agreement as Supplier's primary offering to Participating Public Agencies.

Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive bid process that eliminates the need for multiple government bids and multiple responses by Suppliers.

Combine the volumes of Participating Public Agencies to achieve cost effective pricing.

Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems.

Provide Participating Public Agencies with environmentally responsible products and services.

*These objectives do not preempt Participating Public Agencies from using other contract vehicles or competitive processes as required by law.*

1.2 U.S.COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The

contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

**National Sponsors**

U.S. Communities is jointly sponsored by the National 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 Charlotte/Mecklenburg, NC   | Hillsborough Schools, FL              |
| City of Los Angeles, CA             | City of Houston, TX                   |
| Cobb County, GA                     | Los Angeles County, CA                |
| Dallas County, TX                   | Maricopa County, AZ                   |
| Davis Joint Unified Schools, CA     | Miami-Dade County, FL                 |
| City and County of Denver, CO       | Salem-Keizer School District, OR      |
| State of Georgia                    | City of San Antonio, TX               |
| Emory University, GA                | San Diego Unified School District, CA |
| Fairfax County, VA                  | City of Seattle, WA                   |
| Harford County Public Schools, MD   | Great Valley School District, PA      |
| Hennepin County, MN                 |                                       |
| North Carolina State University, NC |                                       |

**Participating Public Agencies**

Today more than 44,000 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.

Maricopa County 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 EXHIBIT 4.

**Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$250 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, Maricopa County 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 or credit card. 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 minimum qualifications and offers the most advantageous response 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.

2.0 SCOPES OF WORK:

2.1 RETAIL MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

A complete and comprehensive offering of Retail MRO supplies such as appliances, building materials, hardware, HVAC, irrigation equipment and supplies, janitorial, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.2 WHOLESALE MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

A complete and comprehensive offering of Wholesale MRO supplies such as appliances, building materials, hardware, HVAC, irrigation equipment and supplies, janitorial, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.3 INDUSTRIAL SUPPLIES AND RELATED SERVICES (INSTALLATION, REPAIR, AND RENOVATION):

A complete and comprehensive offering of Industrial supplies such as bearings, linear technologies, power transmissions, motors, hydraulics, pneumatics, gearing, material handling, conveyor systems, industrial rubber, general maintenance supplies, fluid power and any additional related products and services.

In addition, a complete range of services available through Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services such as rubber fabrication, vulcanizing, hose fabrication, hydraulic system (design and build) that may offered by Supplier. Such services may be required for public pools, solid waste transfer sites, water treatment plants, waste water treatment sites, boiler plants, mass transit systems, road maintenance equipment, prisons and hospitals and public agencies.

2.4 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES):

2.4.1 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.4.2 Services performed shall be non-structural in nature.

2.4.3 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.4.4 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

- 2.4.4.1 Roofing, Gutters, Downspouts
  - 2.4.4.2 HVAC
  - 2.4.4.3 Plumbing
  - 2.4.4.4 Electrical
  - 2.4.4.5 Exterior decks, patios and porches
  - 2.4.4.6 Exterior Siding
  - 2.4.4.7 Windows, Doors
  - 2.4.4.8 Interior/Exterior Painting
  - 2.4.4.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping
  - 2.4.4.10 ADA Improvements
- 2.4.5 These services may be required in the industrial environment and may be any of the following (non-inclusive):
- 2.4.5.1 Hose Fabrication
  - 2.4.5.2 Hydraulic Repairs
  - 2.4.5.3 Gearbox Repairs
  - 2.4.5.4 Conveyor System Repairs
  - 2.4.5.5 Vulcanizing
  - 2.4.5.6 Rubber Fabrication
- 2.4.6 Services:
- 2.4.6.1 As part of your Proposal response, detail your firm’s program in offering services including:
    - 2.4.6.2 Providing and managing qualified contractors
    - 2.4.6.3 Budget management in keeping projects on budget
    - 2.4.6.4 Project management services in design, planning, organizing, scheduling and managing all stages of a project.
- 2.4.7 Service Providers (Labor):
- 2.4.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.
  - 2.4.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).
  - 2.4.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under Section 3.6 INSURANCE REQUIREMENTS.
  - 2.4.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):
    - 2.4.7.4.1 National Employee Database
    - 2.4.7.4.2 SSN Verification
    - 2.4.7.4.3 National Criminal Database Check
    - 2.4.7.4.4 Two County Search
    - 2.4.7.4.5 Sex Offender Search
    - 2.4.7.4.6 Annual Review (National Criminal Database)
    - 2.4.7.4.7 Two (2) Year Complete Re-Screen and Renewal
    - 2.4.7.4.8 Financial Background
  - 2.4.7.5 All Service Provider employees shall wear a Service Provider’s issued picture identification badge at all times.

2.5 PRODUCT CATEGORIES:

This Solicitation is to establish a nationwide purchasing agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. Your firm may not have the ability to provide all categories.

All products offered shall be new, unused and of the latest design and technology.

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

2.5.1 CATEGORY 1: APPLIANCES

Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.5.2 CATEGORY 2: BUILDING MATERIALS

Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

2.5.3 CATEGORY 3: HARDWARE

Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, weatherization products, and all ancillary supplies, tools, and components.

2.5.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.

2.5.5 CATEGORY 5: SPRINKLER/IRRIGATION EQUIPMENT AND SUPPLIES

Sprinklers, head gates, ports, timers, piping, solvents, and all ancillary supplies, tools, and components.

2.5.6 CATEGORY 6: JANITORIAL SUPPLIES

Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.

2.5.7 CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES

Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, and all ancillary supplies, tools, and components.

2.5.8 CATEGORY 8: MOTORS/PUMPS

Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.



- 2.5.9 **CATEGORY 9: PAINTS AND COATINGS**  
All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.
- 2.5.10 **CATEGORY 10: PLUMBING**  
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.
- 2.5.11 **CATEGORY 11: SWIMMING POOL SUPPLIES**  
Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.
- 2.5.12 **CATEGORY 12: TOOLS, GENERAL PURPOSE, HAND-HELD**  
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.
- 2.5.13 **CATEGORY 13: TOOLS, POWER TYPE**  
Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.
- 2.5.14 **CATEGORY 14: WINDOW COVERINGS**  
Blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.
- 2.5.15 **CATEGORY 15: HOSPITALITY**  
Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.
- 2.5.16 **CATEGORY 16: WATER AND WASTE WATER TREATMENT**  
Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.
- 2.5.17 **CATEGORY 17: MISCELLANEOUS**  
Kitchen and bath cabinets, shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), safes, packaging supplies, communication supplies, electrical supplies, lighting supplies, and flooring.
- 2.5.18 **CATEGORY 18: IN STORE SERVICES**  
Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment etc.

2.5.19 CATEGORY 19: INDUSTRIAL PRODUCTS/SERVICES

Bearings, motors, fluid sealing, gearing, power transmissions, pumps, hose fabrication, hydraulic repair, gearbox repair, rubber services, conveyor systems, and other industrial products and services.

2.6 PRODUCT ORDERING:

2.6.1 Contractors complete product line (Retail or Wholesale) shall be available for internet ordering 24/7.

2.6.2 Products may be ordered by any of the following methods:

Internet  
Will Call (Phone or FAX order)  
POS (Point-of-sale)

2.7 PRODUCT PRICING:

2.7.1 Retail:

Pricing shall be a fixed percentage (%) off *marked price* at the POS; not a per cent off *list*. The County will consider other retail pricing options (ex. Rebate on gross sales).

2.7.2 Wholesale:

Pricing shall be a fixed percentage (%) off catalog pricing by Product Category (§2.6 above). The County will consider other retail pricing options (ex. Rebate on gross sales).

2.8 REBATE ON SALES:

If this pricing option is offered, describe your firm's ability to provide this service.

2.9 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access an on-line wholesale catalog reflecting contract pricing of all products. Describe your firm's ability to provide this service.

2.10 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING:

2.10.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

2.10.2 All quotations shall be for a "not to exceed" amount.

2.10.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.11 SUPPLIER MANAGED INVENTORY (CONSIGNMENT):

Describe your firm's ability to provide this service.

2.12 SALES REPORTING:

Describe your firm's ability to provide detailed management reporting by Participating Public Agency. Identify the level(s) (Agency, Division, Department, Individual) of reporting detail available in the following categories:

- 2.12.1 Sales Dollars
- 2.12.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes
- 2.12.3 Procurement card (MasterCard or Visa brand)

**2.13 BRAND NAMES:**

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

**2.14 USAGE REPORT:**

Upon request, the Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

**2.15 ACCEPTANCE:**

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

**2.16 WARRANTY:**

All repair and renovation services performed by the Contractor shall carry a one (1) year workmanship warranty and all manufacturers' product warranties shall be passed on to the end customer.

**2.17 INVOICES AND PAYMENTS (PURCHASE ORDER):**

2.17.1 The Respondent shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County or Participating Public Agency purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of Purchase (services)
- Pricing per unit of service
- Extended price
- Total Amount Due

2.17.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.17.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Supplier Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Supplier Registration Form located on the County Department of Finance Supplier Registration Web Site ([www.maricopa.gov/finance/Suppliers](http://www.maricopa.gov/finance/Suppliers)).

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2.17.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.18 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.19 TAX: (COMMODITIES)

Tax shall not be levied against commodities. Sales/use tax will be determined by County. Tax will not be used in determining low price.

2.20 DELIVERY, FREIGHT REQUIREMENTS:

2.20.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

2.20.2 Should a Participating Public Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Participating Public Agency.

2.20.3 The Proposer shall retain control for carrier selection and payment of freight charges of all goods until received by the requesting Participating Public Agency and the contract coverage completed. The Proposer shall also file all claims for visible or concealed damage. The Participating Public Agency will notify the Proposer of any damaged goods and shall assist the Proposer in arranging for inspection of the goods.

2.20.4 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.

2.20.5 Shipping and handling fees are allowable to destinations outside the continental U.S.

2.20.6 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.20.6.1 Contract Serial number

2.20.6.2 Contractor's name and address

2.20.6.3 Participating Public Agency's name and address

2.20.6.4 Participating Public Agency's purchase order number

2.20.6.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable

2.21 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

**3.0 SPECIAL TERMS & CONDITIONS:**

**3.1 CONTRACT TERM:**

This Request for Proposal is for awarding a firm, fixed discount pricing contract to cover a three (3) year term.

**3.2 OPTION TO RENEW CONTRACT:**

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, or other specified length options, [or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration]. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

**3.3 RETAIL PRICE ADJUSTMENTS:**

Discounts off marked price at point-of-sale (POS) are permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable pricing adjustments shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts, County shall issue written approval of the changes.

**3.4 WHOLESALE PRICE ADJUSTMENTS:**

Discounted pricing based on the Contractor's current published catalog pricing is permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable adjustments to catalog category discounts shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts offered by category, County shall issue written approval of the changes.

**3.5 INDEMNIFICATION:**

3.5.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.5.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.5.3 The scope of this indemnification does not extend to the sole negligence of County.

3.6 INSURANCE REQUIREMENTS:

- 3.6.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 3.6.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 3.6.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.6.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.6.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.6.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.6.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.6.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.6.9 Commercial General Liability.

Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.6.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.6.11 Workers' Compensation.

3.6.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

3.6.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.6.12 Certificates of Insurance.

3.6.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.6.12.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.6.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.6.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.7 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card (MasterCard), from time-to-time, to place or make payment for orders under the Contract. Respondents without this capability shall be considered non-responsive and not eligible for award consideration.

3.8 INTERNET CAPABILITY:

County intends to use the Internet to communicate and to place orders under this Contract. Respondents without this capability shall be considered non-responsive and not eligible for award consideration.

3.9 SUBCONTRACTING:

3.9.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.9.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.10 SCHEDULE OF EVENTS:

Request for Proposals Issued: 03/24/2011

Pre-Proposal Conference: 04/12/2011

Deadline for written questions is (2) business days after Pre-Proposal Conference. Questions will **not** be responded to prior to the Pre-Proposal Conference or after the (2) business day deadline has elapsed. All questions and answers shall be posted to [www.bidsync.com](http://www.bidsync.com) under the Q&A's tab for the solicitation and must be received by the end of business, **5:00 PM Arizona time (MST)**.

Proposals Opening Date: 04/29/2011

Deadline for submission of proposals is **2:00 P.M., Arizona Time (MST)**, on **April 29, 2011**. All proposals must be received before 2:00 P.M., Arizona Time (MST), on the above date at the Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003.

Proposed review of Proposals and short list decision: 05/24/2011

Proposed Respondent presentations: (if required) 06/01/2011

Proposed selection and negotiation: 06/02/2011

Proposed Best & Final (if required) 06/17/2011

Proposed award of Contract: 07/29/2011

All responses to this Request for Proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the County.

3.11 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County  
Materials Management Department  
ATTN: Contract Administration  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494



Administrative telephone inquiries shall be addressed to:

Charles Hinegardner, Procurement Officer, 602.506.6476  
([hinegardnerc@mail.maricopa.gov](mailto:hinegardnerc@mail.maricopa.gov))

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents shall provide their proposals in accordance with Section 3.15 as follows:

- 3.12.1 One (1) original hardcopy of all proposal documents.
- 3.12.2 One (1) CD or flash drive providing all proposal documents in Word, Excel (Attachments A, A-1, D, D-1, D-2, D-3, D-4 and E) and then the entire proposal document in PDF format.
- 3.12.3 Eight (8) CD's or flash drives providing the entire proposal in PDF format only.
- 3.12.4 Respondents shall address proposals identified with return address, serial number and title in the following manner:

Maricopa County  
Materials Management Department  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

SERIAL 11019 – RFP, MAINTENANCE, REPAIR, OPERATING SUPPLIES,  
INDUSTRIAL SUPPLIES, AND RELATED SERVICES

- 3.12.5 Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the RFP closing date.

3.13 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of 11019-RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 11019-RFP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL 11019-RFP," shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, determine the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

3.14 GENERAL CONTENT:

- 3.14.1 The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.
- 3.14.2 The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this Request for Proposal but should outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.

**3.15 FORMAT AND CONTENT:**

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposal hardcopy must be submitted in binders and have sections tabbed as below: (Responses are limited to 200 pages, single sided, 10 point font type).

3.15.1 Table of Contents

3.15.2 Letter of Transmittal (Exhibit 2)

3.15.3 Executive Summary – This section shall contain an outline of the general approach utilized in the proposal.

3.15.4 Proposal – This section should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing respondent's best offer.

3.15.5 Qualifications – This section shall describe the respondent's ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.

3.15.6 Proposal exceptions

3.15.7 Attachments A and A-1 (Pricing)

3.15.8 Attachment B (Agreement Page)

3.15.9 Attachments C and C-1(References)

3.15.10 Attachments D, D-1 D-2 and D-3, D-4 (Price Analyses)

3.15.11 Attachment E (Retail Stores and Warehouse Locations)

3.15.12 Exhibit 3 Responses:

3.15.12.1 Completed and signed Supplier Qualification Worksheet for National Program Consideration

3.15.12.2 Required Supplier Information. (Four [4] pages)

3.15.13 Exhibit 5 – Administration Agreement signed, unaltered (Eleven [11] pages)

3.15.14 Exhibit 6 – Administration Agreement – Canada (If Applicable) (Two [2] pages)

3.15.15 Required Submittals:

3.15.15.1 Section 2.8 – Rebate on Sales

3.15.15.2 Section 2.9 – On-Line Catalog Discount

3.15.15.3 Section 2.4.6 - Services

**3.16 EVALUATION OF PROPOSAL – SELECTION FACTORS:**

A Proposal Evaluation Committee shall be appointed, chaired by the Procurement Officer to evaluate each Proposal. At the County's option, Respondents may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria.

- 3.16.1 Proven experience of the firm's success in providing Maintenance, Repair, Operating Supplies, Industrial Supplies and Related Services on a nationwide and local basis in a timely manner.
- 3.16.2 Depth of response to PROPOSAL and QUALIFICATIONS of work outlined in Section 2 of this Solicitation.
- 3.16.3 Depth of response to SUPPLIER QUALIFICATIONS and SUPPLIER INFORMATION (EXHIBIT 3).
  - 3.16.3.1 Company profile – The ability for the company to provide positive references; demonstrate its reputation in the marketplace, experience, capability, and financial stability.
  - 3.16.3.2 Distribution – The ability of your firm to distribute products nationwide.
  - 3.16.3.3 Marketing – The firm's marketing plan to promote this contractual agreement to Participating Public Agencies nationwide.
  - 3.16.3.4 Products – The firm's ability to provide products by the major categories set forth in Section 2 of this Solicitation.
  - 3.16.3.5 Services – The firm's ability to provide services as set forth in Section 2 of this Solicitation.
  - 3.16.3.6 Administration – The firm's ability to administer the contract nationwide.
  - 3.16.3.7 Staffing Plan – The ability of your firm to dedicate personnel for this contract.
  - 3.16.3.8 Environmental – The firm's environmental initiatives.
- 3.16.4 Distribution capabilities and the quantity and location of wholesale distribution centers and/or retail stores (ATTACHMENT E.)
- 3.16.5 Products and services offerings. Identify the specific PRODUCT CATEGORIES the firm is capable of providing without subcontracting.
- 3.16.6 Product Price Analyses (ATTACHMENTS D, D-1 D-2 D-3, and D-4)
- 3.17 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:
  - 3.17.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
    - 3.17.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
    - 3.17.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.17.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.17.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.17.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Proposal.

3.17.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

**3.18 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

3.18.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the e-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

3.18.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.18.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**3.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**

3.19.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.19.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**3.20 CONTRACTOR LICENSE REQUIREMENT:**

3.20.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

3.20.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

**3.21 POST AWARD MEETING:**

The successful Respondent(s) shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

**NOTE 1: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY'S PROCUREMENT ADMINISTRATIVE INFORMATION AND SAMPLE CONTRACT DOCUMENT PRIOR TO SUBMITTING A PROPOSAL. FOR THIS INFORMATION, GO TO: [www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp](http://www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp)**

**NOTE 2: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSAL.**

**ATTACHMENT A**

**RETAIL PRICING**

SEE EXCEL FILE 11019-ATTACHMENT A RETAIL PRICING

**ATTACHMENT A-1**

**WHOLESALE PRICING**

SEE EXCEL FILE 11019-ATTACHMENT A-1 WHOLESALE PRICING

ATTACHMENT B

AGREEMENT

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

**BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.**

[ ] Small Business Enterprise (SBE)

---

RESPONDENT (FIRM) SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER      DUNS #

---

PRINTED NAME AND TITLE

---

AUTHORIZED SIGNATURE

---

ADDRESS

---

TELEPHONE      /      FAX #

---

CITY      STATE      ZIP

---

DATE

---

WEB SITE

---

EMAIL ADDRESS



ATTACHMENT C

PRODUCTS

RESPONDENT'S REFERENCES

RESPONDENT SUBMITTING PROPOSAL: \_\_\_\_\_

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

4. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

5. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

ATTACHMENT C-1

INSTALLATION, REPAIR and RENOVATION SERVICES

RESPONDENT'S REFERENCES

**NOTE:** PROVIDE AT LEAST THREE (3) PUBLIC AGENCY REFERENCES FOR WHICH THESE SERVICES HAVE BEEN PERFORMED. ALSO PROVIDE THE AGENCY'S CONTRACT NUMBER UNDER WHICH THE SERVICES WERE PERFORMED.

**RESPONDENT SUBMITTING PROPOSAL:** \_\_\_\_\_

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E- MAIL ADDRESS: \_\_\_\_\_

PROVIDE ON A SEPARATE SHEET A DESCRIPTION OF THE PRODUCTS PROVIDED AND SERVICES PERFORMED, TOTAL DOLLAR AMOUNT OF PRODUCT AND TOTAL DOLLAR AMOUNT OF SERVICES PERFORMED.

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

PROVIDE ON A SEPARATE SHEET A DESCRIPTION OF THE PRODUCTS PROVIDED AND SERVICES PERFORMED, TOTAL DOLLAR AMOUNT OF PRODUCT AND TOTAL DOLLAR AMOUNT OF SERVICES PERFORMED.

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

PROVIDE ON A SEPARATE SHEET A DESCRIPTION OF THE PRODUCTS PROVIDED AND SERVICES PERFORMED, TOTAL DOLLAR AMOUNT OF PRODUCT AND TOTAL DOLLAR AMOUNT OF SERVICES PERFORMED.

**ATTACHMENT D**

**WHOLESALE RESIDENTIAL/COMMERCIAL PRODUCT PRICE ANALYSIS**

SEE EXCEL FILE 11019-ATTACHMENT D WHOLESALE RESIDENTIAL/COMMERCIAL PRODUCT PRICE ANALYSIS

**ATTACHMENT D-1**

**RETAIL RESIDENTIAL/COMMERCIAL PRODUCT PRICE ANALYSIS**

SEE EXCEL FILE 11019-ATTACHMENT D-1 RETAIL RESIDENTIAL/COMMERCIAL PRODUCT PRICE ANALYSIS

**ATTACHMENT D-2**

**WHOLESALE INDUSTRIAL PRODUCT PRICE ANALYSIS**

SEE EXCEL FILE 11019-ATTACHMENT D-2 WHOLESALE INDUSTRIAL PRODUCT PRICE ANALYSIS

**ATTACHMENT D-3**

**RETAIL INDUSTRIAL PRODUCT PRICE ANALYSIS**

SEE EXCEL FILE 11019-ATTACHMENT D-3 RETAIL INDUSTRIAL PRODUCT PRICE ANALYSIS

**ATTACHMENT D-4**

**PRICING FOR ALL PRODUCTS OFFERED**

SEE EXCEL FILE 11019-ATTACHMENT D-4 PRICING FOR ALL PRODUCTS OFFERED

**ATTACHMENT E**

**RETAIL STORES AND WAREHOUSE LOCATIONS**

SEE EXCEL FILE 11019-ATTACHMENT E RETAIL STORES AND WAREHOUSE LOCATIONS



EXHIBIT 1

**SUPPLIER REGISTRATION PROCEDURES**

BidSync.com Registration is FREE and REQUIRED for all Suppliers.

Register On-line at [https://www.bidsync.com/SupplierRegister?ac=register&preselected\\_plan=free&](https://www.bidsync.com/SupplierRegister?ac=register&preselected_plan=free&)

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

For assistance, please contact BidSync Supplier Support Department via phone or email, during regular business hours: 1-800-990-9339 or [agency-support@Bidsync.com](mailto:agency-support@Bidsync.com)

EXHIBIT 2

SAMPLE TRANSMITTAL LETTER

(To be typed on the letterhead of Offeror)

Maricopa County  
Materials Management Department  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

Re: RFP Number – 11019

To Whom It May Concern:

(NAME OF COMPANY) (Herein referred to as the "RESPONDENT"), hereby submits its response to your Request for Proposal dated \_\_\_\_\_, and agrees to perform as proposed in their proposal, if awarded the contract. The Respondent shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before \_\_\_\_\_ if you should desire to accept this proposal.

Very truly yours,

\_\_\_\_\_  
NAME (please print)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE (please print)

## EXHIBIT 3

SUPPLIER QUALIFICATIONS

## SUPPLIERS

**Commitments**

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

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

- (a) **Corporate**. Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.
  - (i) The pricing, terms and conditions of the Master Agreement shall be Supplier's primary offering to Public Agencies.
  - (ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.
  - (iii) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
  - (iv) Supplier shall provide a national/senior management account 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.
  - (v) Supplier shall demonstrate in its request for proposal ("RFP") or invitation to bid ("ITB") response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.
  - (vi) Supplier's field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier's options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier's sales representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency's objection, Supplier is permitted to pursue other options.
  - (vii) In states where Supplier has an existing state contract or cooperative contract, 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 counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education

institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.

- (viii) During the term of the Agreement, Supplier shall not, without the prior written consent of U.S. Communities, enter into an agreement or renew an existing agreement with any Multi-State Purchasing Cooperative, other than U.S. Communities, for the purpose of offering Products and Services to Public Agencies through such Multi-State Purchasing Cooperative. A Multi-State Purchasing Cooperative is defined as any purchasing cooperative that administers contracts to Public Agencies in more than five (5) states that are competitively solicited by the purchasing cooperative itself or another Public Agency for the purpose of providing other Public Agencies access to the competitively solicited contracts.

- (b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.

- (i) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall be required to match that lower pricing for customers 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 under the U.S. Communities contract 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.

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

- (iii) Supplier's Options in Responding to a Third Party RFP or ITB. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts 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.
  - (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.
  - (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.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.
- (d) **Sales.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.
- (i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's goods 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 shall provide Supplier with its logo and the standards to be employed in the use of the logo. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
  - (ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.
  - (iii) **Sales Force Training.** Supplier shall be responsible for the training of its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

- (iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:
  - (A) A dedicated U.S. Communities internet web-based homepage containing:
    - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
    - (2) Copy of original request for proposal or invitation to bid;
    - (3) Copy of Master Agreement including any amendments;
    - (4) Summary of products and 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 enquiries regarding U.S. Communities.
  - (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
- (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

**U.S. Communities Administration Agreement**

The Supplier is required to execute, unaltered, the U.S. Communities Administration Agreement (attached hereto as EXHIBIT 5) 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 WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

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

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 \_\_\_

Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?

YES \_\_\_ NO \_\_\_

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 \_\_\_

Did your company have sales greater than \$100 million last year?

YES \_\_\_ NO \_\_\_

Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?

YES \_\_\_ NO \_\_\_

Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?

YES \_\_\_ NO \_\_\_

Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?

YES \_\_\_ NO \_\_\_

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 \_\_\_

Will your company commit to the following program implementation schedule?

YES \_\_\_ NO \_\_\_

Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?

YES \_\_\_ NO \_\_\_

Does your company agree to not pursue additional national or multi-state cooperative contracts during the contract period?

YES \_\_\_ NO \_\_\_

---

Submitted by:

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



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

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

**EXHIBIT 3**

**SUPPLIER INFORMATION**

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

**Company**

1. Total number and location of sales persons employed by your company in the United States;
2. Number and location of distribution outlets in the United States (ATTACHMENT E)
3. Number and location of support centers ;
4. Annual sales for 2008, 2009 and 2010 in the United States; Sales reporting should be segmented into the following categories:

| <b>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2008, 2009, AND 2010</b> |                   |                   |                   |
|---|-------------------|-------------------|-------------------|
| <b>Segment</b>  | <b>2008 Sales</b> | <b>2009 Sales</b> | <b>2010 Sales</b> |
| Cities  |                   |                   |                   |
| Counties  |                   |                   |                   |
| K-12 (Pubic/Private)  |                   |                   |                   |
| Higher Education (Public/Private)   |                   |                   |                   |
| States  |                   |                   |                   |
| Other Public Sector and Nonprofits  |                   |                   |                   |
| Federal   |                   |                   |                   |
| Private Sector  |                   |                   |                   |
| <b>Total Supplier Sales</b>   |                   |                   |                   |

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
6. Number and location of retail stores (if applicable)
7. Provide a list with contact information of your company’s ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided. Provide a list with contact information of five public agency customers that your company has lost in the last twelve months.

**Distribution**

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company’s distribution facilities, warehouses and retail network as applicable.
5. State the company’s standard delivery time and any options, including desktop delivery costs, for expediting delivery and return policies.
6. State restocking fees for products returned after thirty days.

**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**

1. Provide a description of the Products to be provided by the major product category set forth in Section 2.0 of the RFP. The primary objective is for each Supplier to provide its complete product offering 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 2.0. If less than 98% guaranteed fill rate, specify fill rate and explain how you can achieve 98%.
4. Specify guaranteed fill rate by product category specified in Section 2.0.
5. State backorder policy. Do you fill or kill order and require Agency to reorder if item is backordered?
6. 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 MRO products.

**Services**

1. Provide a description of the Services to be provided in Section 2.0 of the RFP. The primary objective is for each Supplier to provide its complete range of services so that Participating Public Agencies may utilize as appropriate for their needs.
2. List the states where the Supplier is licensed to do business.
3. Describe those services that are performed by your company versus those that are performed by subcontractors.
4. Describe the process and requirements of qualifying in-house personnel and subcontractors who will be performing services for your company. Include details on the types of background screening performed and any other required qualifications.

5. Describe your ongoing quality control processes to ensure qualified in-house personnel and subcontractors.
6. If Supplier offers installation services or renovation services, provide 3 references of Public Agencies for which services have been performed. Include complete contact information, a description of products provided and services performed, total dollar amount of product and total dollar amount of services performed.

**Administration**

1. Describe your company's capacity to employ EDI, telephone, Internet, 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 the state of e-commerce within your company and detail how Participating Public Agencies can benefit from your approach. Please document your company's level of expertise with the following software; Peoplesoft, Lawson, Oracle, School Dude and all others your company has successfully interfaced with a public agency. List, by software supplier, the following information: name of public agency, software system used, "go-live" date, net amount of total sales per Calendar Year sine "go-live", and percentage of sales being processed exclusively via Internet/EDX (paperless) ordering. Include, by public agency, any enhancement, such as e-mail order acknowledgement and on-line order/tracking ability.
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.

EXHIBIT 4

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate (“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 and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, a number of Suppliers have entered into Master Agreements 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 a procuring party will make timely payments to the 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 procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

**SERIAL 11019-RFP**

8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.



EXHIBIT 5

ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of \_\_\_\_\_, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and \_\_\_\_\_ ("Supplier").

RECITALS

WHEREAS, \_\_\_\_\_ ("Lead Public Agency") has entered into a certain Master Agreement dated as of \_\_\_\_\_, referenced as Agreement No. \_\_\_\_\_, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of \_\_\_\_\_ (the "Products & Services");

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

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

WHEREAS, U.S. Communities serves 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 Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- 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, remarketer, 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, any Participating Public Agency, or any employee of Lead Public Agency or a Participating 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.S. Communities' Representations and Covenants.
- (a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), Association of School Business Officials (ASBO) and National Institute of Government Purchasing (NIGP) (collectively, the "Founding Co-Sponsors") 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) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), U.S. Communities shall 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 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating

Public Agencies (such representations and covenants are sometimes referred to as “Supplier’s Commitments” and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

- (a) **Corporate.** Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier’s senior executive management.
  - (i) The pricing, terms and conditions of the Master Agreement shall be Supplier’s primary offering to Public Agencies.
  - (ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.
  - (iii) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
  - (iv) Supplier shall provide a national/senior management account 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.
  - (v) Supplier shall demonstrate in its request for proposal (“RFP”) or invitation to bid (“ITB”) response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.
  - (vi) Supplier’s field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier’s options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier’s sales representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency’s objection, Supplier is permitted to pursue other options.
  - (vii) In states where Supplier has an existing state contract or cooperative contract, 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 counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.
  - (viii) During the term of the Agreement, Supplier shall not, without the prior written consent of U.S. Communities, enter into an agreement or renew an existing agreement with any Multi-State Purchasing Cooperative, other than U.S. Communities, for the purpose of offering Products and Services to Public

Agencies through such Multi-State Purchasing Cooperative. A Multi-State Purchasing Cooperative is defined as any purchasing cooperative that administers contracts to Public Agencies in more than five (5) states that are competitively solicited by the purchasing cooperative itself or another Public Agency for the purpose of providing other Public Agencies access to the competitively solicited contracts.

- (b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.
- (i) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall be required to match that lower pricing for customers 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 under the U.S. Communities contract 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.
- (ii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.
- (iii) **Supplier's Options in Responding to a Third Party RFP or ITB.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts 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.
  - (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.
  - (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.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.
- (d) **Sales.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.
- (i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's goods 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 shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
  - (ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.
  - (iii) **Sales Force Training.** Supplier shall be responsible for the training of its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.
  - (iv) **Participating Public Agency Access.** Supplier shall establish the following communication links to facilitate customer access and communication:

- (A) A dedicated U.S. Communities internet web-based homepage containing:
    - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
    - (2) Copy of original request for proposal or invitation to bid;
    - (3) Copy of Master Agreement including any amendments;
    - (4) Summary of products and pricing;
    - (5) Electronic link to U.S. Communities' online registration page; and
    - (6) Other promotional material as requested by U.S. Communities.
  - (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
  - (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
  - (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
  - (vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.
- 3.4 Breach of Supplier's Representations, Warranties and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance. Failure by Supplier to cure such violation or non-compliance within ninety (90) days shall result in termination of 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. 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 **Administrative Fees.** Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of (a) two percent (2%) of aggregate purchases made during the month which comprise annual sales of the first \$340,000,000.00; and then (b) two and one-half percent (2.5%) of aggregate purchases made during the month which comprise annual sales exceeding \$340,000,000.00 (individually and collectively, “Administrative Fees”). Supplier’s annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by check or 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 **Sales Reports.** Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month (“Sales Report”). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. 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 **Exception Reporting/Sales Reports Audits.** U.S. Communities or its designee may, at its sole discretion, compare Supplier’s Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to 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](mailto: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 **Online Reporting.** 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:

| <b>Report Name</b>                     | <b>Follow up with U.S. Communities</b> |
|--|--|
| 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
- (iii) State Comparison Sales Report
- (v) Advisory Board Usage Report
- (iv) Various Agency Type Comparison Reports
- (vii) Sales Report Builder

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

## ARTICLE VI

### MISCELLANEOUS

- 6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- 6.2 Attorney's Fees. 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 Assignment.
- (a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.
  - (b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.
- 6.4 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.



U.S. Communities: U.S. Communities  
2033 N. Main Street, Suite 700  
Walnut Creek, California 94596  
Attn: Program Manager Administration

Lead Public Agency: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Supplier: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: U.S. Communities Program Manager

- 6.5 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.
- 6.6 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.
- 6.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 6.8 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.
- 6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from 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 forthwith. The mediation may continue, if the parties so agree, after the

appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

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

*[Remainder of Page Intentionally Left Blank – Signatures Follow]*

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By \_\_\_\_\_

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

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

Supplier:

\_\_\_\_\_

By \_\_\_\_\_

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

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

APPENDIX A

MASTER AGREEMENT BETWEEN MARICOPA COUNTY AND AWARDED CONTRACTOR(S)

(To Be Attached Upon Finalization)

APPENDIX B

SALES REPORT FORMAT

Exhibit B - US (Data Format)

| Sales Report Template |             |              |                             |                |                           |             |       |       |             |      |       |          |
|-----------------------|-------------|--------------|-----------------------------|----------------|---------------------------|-------------|-------|-------|-------------|------|-------|----------|
| TIN                   | Supplier ID | Account No.  | Agency Name                 | Dept Name      | Address                   | City        | State | Zip   | Agency Type | Year | Month | Amount   |
| 956000735             | 144         | 89518997     | CITY OF LAVMGMT EMPL SVCS   | Purchasing     | 555 RAMIREZ ST STE 312    | LOS ANGELES | CA    | 90012 | 20          | 2008 | 4     | 1525.50  |
| 956000222             | 144         | 34868035     | LOS ANGELES COUNTY          | Facilities     | 350 S FIGUEROA ST STE 700 | LOS ANGELES | CA    | 90071 | 30          | 2008 | 4     | 1603.64  |
| 956000735             | 144         | 89496461     | CITY OF LAVENVIIRON AFFAIR  | Purchasing     | 555 RAMIREZ ST STE 312    | LOS ANGELES | CA    | 90012 | 20          | 2008 | 4     | 1625.05  |
| 956000735             | 144         | 89374835     | CITY OF LAVCOMMUNITY DEV    | Purchasing     | 555 RAMIREZ ST STE 312    | LOS ANGELES | CA    | 90012 | 20          | 2008 | 4     | 45090.79 |
| 066002010             | 144         | 328NA0001053 | GROTON TOWN OF PUBLIC WORKS | Water          | 123 A St                  | GROTON      | CT    | 06340 | 20          | 2008 | 4     | 318.00   |
| 066001854             | 144         | 328NA0001051 | GROTON CITY OF              | Administration | 123 A St                  | GROTON      | CT    | 06340 | 20          | 2008 | 4     | 212.00   |

| SALES REPORT DATA FORMAT |           |          |                                       |   |
|--------------------------|-----------|----------|---------------------------------------|---|
| Column Name              | Data Type | Length   | Example                               | Comment   |
| TIN                      | Text      | 9        | 956000735, 066001854                  | No Dash, Do not omit leading zero.                |
| Supplier ID              | Number    | 3        | 111, 110, 116                         | See Supplier ID 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 Oash, Do not omit leading zero, Valid zip code |
| Agency Type              | Number    | 2        | 20, 30, 31                            | See Agency Type 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 decimal point, no \$ sign or commas     |

| Agency Type Table |                              |
|-------------------|------------------------------|
| Agency Type ID    | Agency Type Description      |
| 10                | K-12                         |
| 11                | Community College            |
| 12                | College and University       |
| 20                | City                         |
| 21                | City Special District        |
| 22                | Consolidated City/County     |
| 30                | County                       |
| 31                | County Special District      |
| 80                | State Agency                 |
| 81                | Independent Special District |
| 82                | Non-Profit                   |
| 84                | Other                        |
| 99                | Unknown                      |

EXHIBIT 6

ADMINISTRATION AGREEMENT ADDENDUM

AFFILIATE PROGRAMS

U.S. Communities recently established Canadian Communities, an affiliate program in Canada which offers certain qualified contract awards. U.S. Communities shall continue to explore other practical international opportunities based upon the capacity of its contract suppliers to efficiently serve Public Agencies internationally.

Understanding that Supplier may not have the capacity or desire to participate in Canadian Communities or other affiliate programs, U.S. Communities offers these opportunities on a voluntary basis to Supplier.

The terms, conditions and commitments outlined and agreed upon in the U.S. Communities Administration Agreement shall be applied to Canadian Communities and any other international opportunities.

\_\_\_\_\_ Supplier wishes to participate in Canadian Communities and other international opportunities, currently has the capacity to serve Canadian Public Agencies, and agrees to abide by the terms, conditions and commitments of the executed U.S. Communities Administration Agreement. Supplier to provide additional information requested in Canadian Communities Supplier Information section of this solicitation.

\_\_\_\_\_ Supplier does not wish to participate in Canadian Communities or other international opportunities.

SUPPLIER:

\_\_\_\_\_,  
a \_\_\_\_\_

By \_\_\_\_\_

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

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

**ADMINISTRATION AGREEMENT**

**CANADIAN COMMUNITIES**  
**SUPPLIER INFORMATION**

If you checked that Supplier wishes to participate in Canadian Communities on the Administration Agreement Addendum, Affiliate Programs, provide the following additional information.

**Company**

1. Total number and location of sales persons employed by your company in Canada;
2. Number and location of distribution outlets in Canada (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales in Canada for 2008, 2009, and 2010.

**Pricing**

Provide a separate pricing file of products offered in Canada utilizing appropriate units of measure offered by Supplier.

EXHIBIT 7

STATE NOTICE ADDENDUM

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

Nationwide:

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

Other states:

State of Oregon, State of Hawaii, State of Louisiana

**Registered Cities, Towns, Villages and Boroughs in OR**

- 1 CEDAR MILL COMMUNITY LIBRARY
- 2 CITY COUNTY INSURANCE SERVICES
- 3 CITY OF ADAIR VILLAGE
- 4 CITY OF ALBANY
- 5 CITY OF ASHLAND
- 6 CITY OF ASTORIA OREGON
- 7 CITY OF AUMSVILLE
- 8 CITY OF AURORA
- 9 CITY OF BEAVERTON
- 10 CITY OF BOARDMAN
- 11 CITY OF BURNS
- 12 CITY OF CANBY
- 13 CITY OF CANNON BEACH OR
- 14 CITY OF CANYONVILLE
- 15 CITY OF CENTRAL POINT POLICE DEPARTMENT
- 16 CITY OF CLATSKANIE
- 17 CITY OF COBURG
- 18 CITY OF CONDON
- 19 CITY OF COOS BAY
- 20 CITY OF CORVALLIS
- 21 CITY OF COTTAGE GROVE
- 22 CITY OF CRESWELL
- 23 CITY OF DALLAS
- 24 CITY OF DAMASCUS
- 25 CITY OF DUNDEE
- 26 CITY OF EAGLE POINT
- 27 CITY OF ECHO
- 28 CITY OF ESTACADA
- 29 CITY OF EUGENE
- 30 CITY OF FAIRVIEW
- 31 CITY OF FALLS CITY
- 32 CITY OF GATES
- 33 CITY OF GEARHART
- 34 CITY OF GERVAIS
- 35 CITY OF GOLD HILL



|    |                          |
|----|--------------------------|
| 36 | CITY OF GRANTS PASS      |
| 37 | CITY OF GRANTS PASS      |
| 38 | CITY OF GRESHAM          |
| 39 | CITY OF HALSEY           |
| 40 | CITY OF HAPPY VALLEY     |
| 41 | CITY OF HILLSBORO        |
| 42 | CITY OF HOOD RIVER       |
| 43 | CITY OF JOHN DAY         |
| 44 | CITY OF KLAMATH FALLS    |
| 45 | CITY OF LA GRANDE        |
| 46 | CITY OF LAKE OSWEGO      |
| 47 | CITY OF LAKESIDE         |
| 48 | CITY OF LEBANON          |
| 49 | CITY OF LINCOLN CITY     |
| 50 | CITY OF MALIN            |
| 51 | CITY OF MCMINNVILLE      |
| 52 | CITY OF MEDFORD          |
| 53 | CITY OF MILL CITY        |
| 54 | CITY OF MILLERSBURG      |
| 55 | CITY OF MILWAUKIE        |
| 56 | City of Monmouth         |
| 57 | CITY OF MORO             |
| 58 | CITY OF MOSIER           |
| 59 | CITY OF NEWBERG          |
| 60 | CITY OF NORTH PLAINS     |
| 61 | CITY OF OREGON CITY      |
| 62 | CITY OF PHOENIX          |
| 63 | CITY OF PILOT ROCK       |
| 64 | CITY OF PORT ORFORD      |
| 65 | CITY OF PORTLAND         |
| 66 | CITY OF POWERS           |
| 67 | CITY OF PRAIRIE CITY     |
| 68 | CITY OF REDMOND          |
| 69 | CITY OF REEDSPORT        |
| 70 | CITY OF RIDDLE           |
| 71 | CITY OF SALEM            |
| 72 | CITY OF SANDY            |
| 73 | CITY OF SANDY            |
| 74 | CITY OF SCAPPOOSE        |
| 75 | CITY OF SEASIDE          |
| 76 | CITY OF SHADY COVE       |
| 77 | CITY OF SHERWOOD         |
| 78 | CITY OF SILVERTON        |
| 79 | CITY OF SPRINGFIELD      |
| 80 | CITY OF ST. PAUL         |
| 81 | CITY OF STAYTON          |
| 82 | CITY OF TIGARD, OREGON   |
| 83 | City of Troutdale        |
| 84 | CITY OF TUALATIN, OREGON |
| 85 | CITY OF WARRENTON        |
| 86 | CITY OF WEST LINN/PARKS  |

- 87 CITY OF WILSONVILLE
- 88 CITY OF WINSTON
- 89 CITY OF WOOD VILLAGE
- 90 CITY OF WOODBURN
- 91 CITY OF YACHATS
- 92 FLORENCE AREA CHAMBER OF COMMERCE
- 93 GASTON RURAL FIRE DEPARTMENT
- 94 GLADSTONE POLICE DEPARTMENT
- 95 Hermiston Fire & Emergency Svcs
- 96 HOUSING AUTHORITY OF THE CITY OF SALEM
- 97 KEIZER POLICE DEPARTMENT
- 98 LEAGUE OF OREGON CITIES
- 99 MALIN COMMUNITY PARK AND RECREATION DISTRICT
- 100 METRO
- 101 MONMOUTH - INDEPENDENCE NETWORK
- 102 North Lincoln Fire & Rescue #1
- 103 PORTLAND DEVELOPMENT COMMISSION
- 104 RAINIER POLICE DEPARTMENT
- 105 RIVERGROVE WATER DISTRICT
- 106 St. Helens, City of
- 107 SUNSET EMPIRE PARK AND RECREATION
- 108 THE CITY OF NEWPORT
- 109 THE NEWPORT PARK AND RECREATION CENTER
- 110 TILLAMOOK PEOPLES UTILITY DISTRICT
- 111 Tillamook Urban Renewal Agency
- 112 TUALATIN VALLEY FIRE & RESCUE
- 113 WEST VALLEY HOUSING AUTHORITY

**Registered 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 DOUGLAS COUNTY
- 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 Josephine County Sheriff
- 29 KLAMATH COUNTY VETERANS SERVICE OFFICE
- 30 LAKE COUNTY
- 31 LANE COUNTY
- 32 LINCOLN COUNTY
- 33 LINN COUNTY
- 34 MARION COUNTY , SALEM, OREGON
- 35 MARION COUNTY FIRE DISTRICT #1
- 36 MORROW COUNTY
- 37 MULTNOMAH COUNTY
- 38 MULTNOMAH LAW LIBRARY
- 39 MULTNOMAH COUNTY DRAINAGE DISTRICT #1
- 40 NAMI LANE COUNTY
- 41 NEAH KAH NIE WATER DISTRICT
- 42 OR INT'L PORT OF COOS BAY
- 43 POLK COUNTY
- 44 PORT OF BANDON
- 45 PORT OF UMPQUA
- 46 SANDY FIRE DISTRICT NO. 72
- 47 SHERMAN COUNTY
- 48 UMATILLA COUNTY, OREGON
- 49 UNION COUNTY
- 50 WALLOWA COUNTY
- 51 WASCO COUNTY
- 52 WASHINGTON COUNTY
- 53 YAMHILL COUNTY
- 54 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

**Registered 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
- 24 ROGUE COMMUNITY COLLEGE
- 25 SOUTHWESTERN OREGON COMMUNITY COLLEGE
- 26 TILLAMOOK BAY COMMUNITY COLLEGE
- 27 UMPQUA COMMUNITY COLLEGE
- 28 WESTERN STATES CHIROPRACTIC COLLEGE
- 29 WILLAMETTE UNIVERSITY

**Registered K-12 in OR**

- 1 Amity School District 4-J
- 2 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
- 3 ARLINGTON SCHOOL DISTRICT NO. 3
- 4 ASTORIA SCHOOL DISTRICT 1C
- 5 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
- 6 BAKER SCHOOL DISTRICT 5-J
- 7 BANDON SCHOOL DISTRICT
- 8 BANKS SCHOOL DISTRICT
- 9 BEAVERTON SCHOOL DISTRICT
- 10 BEND / LA PINE SCHOOL DISTRICT
- 11 BEND-LA PINE SCHOOL DISTRICT
- 12 BROOKING HARBOR SCHOOL DISTRICT NO.17-C
- 13 CANBY SCHOOL DISTRICT
- 14 CANYONVILLE CHRISTIAN ACADEMY
- 15 CASCADE SCHOOL DISTRICT
- 16 CASCADES ACADEMY OF CENTRAL OREGON
- 17 CENTENNIAL SCHOOL DISTRICT
- 18 CENTRAL CATHOLIC HIGH SCHOOL
- 19 CENTRAL POINT SCHOOL DISTRICT NO. 6
- 20 CENTRAL SCHOOL DISTRICT 13J
- 21 CLACKAMAS EDUCATION SERVICE DISTRICT
- 22 COOS BAY SCHOOL DISTRICT
- 23 COOS BAY SCHOOL DISTRICT NO.9
- 24 COQUILLE SCHOOL DISTRICT 8
- 25 COUNTY OF YAMHILL SCHOOL DISTRICT 29
- 26 CRESWELL SCHOOL DISTRICT
- 27 CROSSROADS CHRISTIAN SCHOOL
- 28 CULVER SCHOOL DISTRICT NO.
- 29 DALLAS SCHOOL DISTRICT NO. 2
- 30 DAVID DOUGLAS SCHOOL DISTRICT
- 31 DAYTON SCHOOL DISTRICT NO.8
- 32 DE LA SALLE N CATHOLIC HS
- 33 DESCHUTES COUNTY SD NO.6 - SISTERS SD
- 34 DOUGLAS COUNTY SCHOOL DISTRICT 116
- 35 DOUGLAS EDUCATION SERVICE DISTRICT
- 36 DUFUR SCHOOL DISTRICT NO.29
- 37 ELKTON SCHOOL DISTRICT NO.34
- 38 ESTACADA SCHOOL DISTRICT NO.108
- 39 FOREST GROVE SCHOOL DISTRICT
- 40 GASTON SCHOOL DISTRICT 511J

41 GEN CONF OF SDA CHURCH WESTERN OR  
42 GERVAIS SCHOOL DIST. #1  
43 GLADSTONE SCHOOL DISTRICT  
44 GLENDALE SCHOOL DISTRICT  
45 GLIDE SCHOOL DISTRICT NO.12  
46 GRANTS PASS SCHOOL DISTRICT 7  
47 GREATER ALBANY PUBLIC SCHOOL DISTRICT  
48 GRESHAM-BARLOW SCHOOL DISTRICT  
49 HARNEY COUNTY SCHOOL DIST. NO.3  
50 HARNEY EDUCATION SERVICE DISTRICT  
51 HEAD START OF LANE COUNTY  
52 HERITAGE CHRISTIAN SCHOOL  
53 HIGH DESERT EDUCATION SERVICE DISTRICT  
54 hillsboro school district  
55 HOOD RIVER COUNTY SCHOOL DISTRICT  
56 JACKSON CO SCHOOL DIST NO.9  
57 JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
58 JEFFERSON SCHOOL DISTRICT  
59 KLAMATH FALLS CITY SCHOOLS  
60 LA GRANDE SCHOOL DISTRICT  
61 LAKE OSWEGO SCHOOL DISTRICT 7J  
62 LANE COUNTY SCHOOL DISTRICT 4J  
63 LANE COUNTY SCHOOL DISTRICT 69  
64 LEBANON COMMUNITY SCHOOLS NO.9  
65 LINCOLN COUNTY SCHOOL DISTRICT  
66 LINN CO. SCHOOL DIST. 95C - SCIO SD  
67 LIVINGSTONE ADVENTIST ACADEMY  
68 LOST RIVER JR/SR HIGH SCHOOL  
69 LOWELL SCHOOL DISTRICT NO.71  
70 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES  
71 MCMINNVILLE SCHOOL DISTRICT NO.40  
72 MEDFORD SCHOOL DISTRICT 549C  
73 MITCH CHARTER SCHOOL  
74 MOLALLA RIVER ACADEMY  
75 MOLALLA RIVER SCHOOL DISTRICT NO.35  
76 MONROE SCHOOL DISTRICT NO.1J  
77 MORROW COUNTY SCHOOL DISTRICT  
78 MT. ANGEL SCHOOL DISTRICT NO.91  
79 MT.SCOTT LEARNING CENTERS  
80 MULTISENSORY LEARNING ACADEMY  
81 MULTNOMAH EDUCATION SERVICE DISTRICT  
82 MYRTLE POINT SCHOOL DISTRICT NO.41  
83 NEAH-KAH-NIE DISTRICT NO.56  
84 NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
85 NOBEL LEARNING COMMUNITIES  
86 NORTH BEND SCHOOL DISTRICT 13  
87 NORTH CLACKAMAS SCHOOL DISTRICT  
88 NORTH SANTIAM SCHOOL DISTRICT 29J  
89 NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH  
90 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
91 NYSSA SCHOOL DISTRICT NO. 26

- 92 ONTARIO MIDDLE SCHOOL
- 93 OREGON TRAIL SCHOOL DISTRICT NO.46
- 94 OUR LADY OF THE LAKE SCHOOL
- 95 PHILOMATH SCHOOL DISTRICT
- 96 PHOENIX-TALENT SCHOOL DISTRICT NO.4
- 97 PORTLAND ADVENTIST ACADEMY
- 98 PORTLAND JEWISH ACADEMY
- 99 PORTLAND PUBLIC SCHOOLS
- 100 RAINIER SCHOOL DISTRICT
- 101 REDMOND PROFICIENCY ACADEMY
- 102 REDMOND SCHOOL DISTRICT
- 103 REEDSPORT SCHOOL DISTRICT
- 104 REYNOLDS SCHOOL DISTRICT
- 105 ROGUE RIVER SCHOOL DISTRICT NO.35
- 106 ROSEBURG PUBLIC SCHOOLS
- 107 SALEM-KEIZER PUBLIC SCHOOLS
- 108 Santiam Canyon SD 129J
- 109 SCAPPOOSE SCHOOL DISTRICT 1J
- 110 SEASIDE SCHOOL DISTRICT 10
- 111 SEVEN PEAKS SCHOOL
- 112 Sheridan School District 48J
- 113 SHERWOOD SCHOOL DISTRICT 88J
- 114 SILVER FALLS SCHOOL DISTRICT
- 115 SIUSLAW SCHOOL DISTRICT
- 116 SOUTH COAST EDUCATION SERVICE DISTRICT
- 117 SOUTH LANE SCHOOL DISTRICT 45J3
- 118 SOUTH UMPQUA SCHOOL DISTRICT #19
- 119 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
- 120 SOUTHWEST CHARTER SCHOOL
- 121 SPRINGFIELD SCHOOL DISTRICT NO.19
- 122 St. Mary Catholic School
- 123 St. Paul School District
- 124 STANFIELD SCHOOL DISTRICT
- 125 SWEET HOME SCHOOL DISTRICT NO.55
- 126 THE CATLIN GABEL SCHOOL
- 127 TIGARD-TUALATIN SCHOOL DISTRICT
- 128 UMATILLA-MORROW ESD
- 129 VERNONIA SCHOOL DISTRICT 47J
- 130 WEST HILLS COMMUNITY CHURCH
- 131 WEST LINN WILSONVILLE SCHOOL DISTRICT
- 132 WHITEAKER MONTESSORI SCHOOL
- 133 WILLAMETTE EDUCATION SERVICE DISTRICT
- 134 WILLAMINA SCHOOL DISTRICT
- 135 YONCALLA SCHOOL DISTRICT NO.32

**Registered NonProfit and Other in OR**

- 1 211INFO
- 2 ACUMENTRA HEALTH
- 3 ADDICTIONS RECOVERY CENTER, INC
- 4 All God's Children International
- 5 ALLFOURONE/CRESTVIEW CONFERENCE CTR.
- 6 ALVORD-TAYLOR INDEPENDENT LIVING SERVICES

7 ALZHEIMERS NETWORK OF OREGON  
8 ASHLAND COMMUNITY HOSPITAL  
9 ATHENA LIBRARY FRIENDS ASSOCIATION  
10 BARLOW YOUTH FOOTBALL  
11 BAY AREA FIRST STEP, INC.  
12 BENTON HOSPICE SERVICE  
13 BETHEL CHURCH OF GOD  
14 BIRCH COMMUNITY SERVICES, INC.  
15 BLACHLY LANE ELECTRIC COOPERATIVE  
16 BLIND ENTERPRISES OF OREGON  
17 Bob Belloni Ranch, Inc.  
18 BONNEVILLE ENVIRONMENTAL FOUNDATION  
19 BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA  
20 BROAD BASE PROGRAMS INC.  
21 CANBY FOURSQUARE CHURCH  
22 CANCER CARE RESOURCES  
23 CASCADIA BEHAVIORAL HEALTHCARE  
24 CASCADIA REGION GREEN BUILDING COUNCIL  
25 CATHOLIC CHARITIES  
26 CATHOLIC COMMUNITY SERVICES  
27 CENTER FOR COMMUNITY CHANGE  
28 CENTER FOR RESEARCH TO PRACTICE  
29 CENTRAL BIBLE CHURCH  
30 CENTRAL CITY CONCERN  
31 CENTRAL DOUGLAS COUNTY FAMILY YMCA  
32 CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK  
33 CHILDPEACE MONTESSORI  
34 CITY BIBLE CHURCH  
35 CLACKAMAS RIVER WATER  
36 CLASSROOM LAW PROJECT  
37 Clatskanie People's Utility District  
38 COAST REHABILITATION SERVICES  
39 Coastal Family Health Center  
40 COLLEGE HOUSING NORTHWEST  
41 COLUMBIA COMMUNITY MENTAL HEALTH  
42 COMMUNITY ACTION ORGANIZATION  
43 COMMUNITY ACTION TEAM, INC.  
44 COMMUNITY CANCER CENTER  
45 COMMUNITY HEALTH CENTER, INC  
46 COMMUNITY VETERINARY CENTER  
47 CONFEDERATED TRIBES OF GRAND RONDE  
48 CONSERVATION BIOLOGY INSTITUTE  
49 CONTEMPORARY CRAFTS MUSEUM AND GALLERY  
50 CORVALLIS MOUNTAIN RESCUE UNIT  
51 COVENANT CHRISTIAN HOOD RIVER  
52 COVENANT RETIREMENT COMMUNITIES  
53 DECISION SCIENCE RESEARCH INSTITUTE, INC.  
54 DELIGHT VALLEY CHURCH OF CHRIST  
55 DOGS FOR THE DEAF, INC.  
56 DOUGLAS ELECTRIC COOPERATIVE, INC.  
57 EAST HILL CHURCH

58 EAST SIDE FOURSQUARE CHURCH  
59 EAST WEST MINISTRIES INTERNATIONAL  
60 EDUCATIONAL POLICY IMPROVEMENT CENTER  
61 ELMIRA CHURCH OF CHRIST  
62 EMERALD PUD  
63 EMMAUS CHRISTIAN SCHOOL  
64 EN AVANT, INC.  
65 ENTERPRISE FOR EMPLOYMENT AND EDUCATION  
66 EUGENE BALLET COMPANY  
67 EUGENE SYMPHONY ASSOCIATION, INC.  
68 EUGENE WATER & ELECTRIC BOARD  
69 EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.  
70 FAIR SHARE RESEARCH AND EDUCATION FUND  
71 FAITH CENTER  
72 FAITHFUL SAVIOR MINISTRIES  
73 FAMILIES FIRST OF GRANT COUNTY, INC.  
74 FANCONI ANEMIA RESEARCH FUND INC.  
75 FARMWORKER HOUSING DEV CORP  
76 FIRST CHURCH OF THE NAZARENE  
77 FIRST UNITARIAN CHURCH  
78 FORD FAMILY FOUNDATION  
79 FOUNDATIONS FOR A BETTER OREGON  
80 FRIENDS OF THE CHILDREN  
81 GATEWAY TO COLLEGE NATIONAL NETWORK  
82 GOAL ONE COALITION  
83 GOLD BEACH POLICE DEPARTMENT  
84 GOOD SHEPHERD COMMUNITIES  
85 Good Shepherd Medical Center  
86 GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES  
87 GRACE BAPTIST CHURCH  
88 GRANT PARK CHURCH  
89 GRANTS PASS MANAGEMENT SERVICES, DBA  
90 GREATER HILLSBORO AREA CHAMBER OF COMMERCE  
91 HALFWAY HOUSE SERVICES, INC.  
92 HEARING AND SPEECH INSTITUTE INC  
93 HELP NOW! ADVOCACY CENTER  
94 HIGHLAND HAVEN  
95 HIGHLAND UNITED CHURCH OF CHRIST  
96 HIV ALLIANCE, INC  
97 HOUSING AUTHORITY OF LINCOLN COUNTY  
98 HOUSING AUTHORITY OF PORTLAND  
99 HOUSING NORTHWEST  
100 Independent Development Enterprise Alliance  
101 INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON  
102 INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION  
103 INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION  
104 InventSuccess  
105 IRCO  
106 JASPER MOUNTAIN  
107 JUNIOR ACHIEVEMENT  
108 KLAMATH HOUSING AUTHORITY



109 LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER  
110 LA GRANDE UNITED METHODIST CHURCH  
111 Lane Council of Governments  
112 LANE ELECTRIC COOPERATIVE  
113 LANE MEMORIAL BLOOD BANK  
114 LANECO FEDERAL CREDIT UNION  
115 LAUREL HILL CENTER  
116 LIFEWORKS NW  
117 LIVING WAY FELLOWSHIP  
118 LOAVES & FISHES CENTERS, INC.  
119 LOCAL GOVERNMENT PERSONNEL INSTITUTE  
120 LOOKING GLASS YOUTH AND FAMILY SERVICES  
121 MACDONALD CENTER  
122 MAKING MEMORIES BREAST CANCER FOUNDATION, INC.  
123 MARION COUNTY HOUSING AUTHORITY  
124 Mental Health for Children, Inc.  
125 METRO HOME SAFETY REPAIR PROGRAM  
126 METROPOLITAN FAMILY SERVICE  
127 MID COLUMBIA COUNCIL OF GOVERNMENTS  
128 MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL  
129 MID-COLUMBIA CENTER FOR LIVING  
130 MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC  
131 MORNING STAR MISSIONARY BAPTIST CHURCH  
132 MORRISON CHILD AND FAMILY SERVICES  
133 MOSAIC CHURCH  
134 NAMI of Washington County  
135 NAMI OREGON  
136 NATIONAL PSORIASIS FOUNDATION  
137 NATIONAL WILD TURKEY FEDERATION  
138 NEW AVENUES FOR YOUTH INC  
139 NEW BEGINNINGS CHRISTIAN CENTER  
140 NEW HOPE COMMUNITY CHURCH  
141 NEWBERG FRIENDS CHURCH  
142 NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY  
143 North Pacific District of Foursquare Churches  
144 NORTHWEST ENERGY EFFICIENCY ALLIANCE  
145 NORTHWEST FOOD PROCESSORS ASSOCIATION  
146 NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE  
147 NORTHWEST REGIONAL EDUCATIONAL LABORATORY  
148 NORTHWEST YOUTH CORPS  
149 OCHIN  
150 OHSU FOUNDATION  
151 OLIVET BAPTIST CHURCH  
152 OMNIMEDIX INSTITUTE  
153 OPEN MEADOW ALTERNATIVE SCHOOLS, INC.  
154 OREGON BALLET THEATRE  
155 OREGON CITY CHURCH OF THE NAZARENE  
156 OREGON COAST COMMUNITY ACTION  
157 OREGON DEATH WITH DIGNITY  
158 OREGON DONOR PROGRAM  
159 OREGON EDUCATION ASSOCIATION

160 OREGON ENVIRONMENTAL COUNCIL  
161 OREGON LIONS SIGHT & HEARING FOUNDATION  
162 OREGON MUSUEM OF SCIENCE AND INDUSTRY  
163 OREGON PROGRESS FORUM  
164 OREGON REPERTORY SINGERS  
165 Oregon Research Institute  
166 OREGON STATE UNIVERSITY ALUMNI ASSOCIATION  
167 OREGON SUPPORTED LIVING PROGRAM  
168 OSLC COMMUNITY PROGRAMS  
169 OUTSIDE IN  
170 OUTSIDE IN  
171 PACIFIC CASCADE FEDERAL CREDIT UNION  
172 PACIFIC FISHERY MANAGEMENT COUNCIL  
173 PACIFIC INSTITUTES FOR RESEARCH  
174 PACIFIC STATES MARINE FISHERIES COMMISSION  
175 PARALYZED VETERANS OF AMERICA  
176 PARTNERSHIPS IN COMMUNITY LIVING, INC.  
177 PENDLETON ACADEMIES  
178 PENTAGON FEDERAL CREDIT UNION  
179 PLANNED PARENTHOOD OF SOUTHWESTERN OREGON  
180 PORT CITY DEVELOPMENT CENTER  
181 PORTLAND ART MUSEUM  
182 PORTLAND BUSINESS ALLIANCE  
183 PORTLAND HABILITATION CENTER, INC.  
184 Portland Oregon Visitors Association  
185 PORTLAND SCHOOLS FOUNDATION  
186 PORTLAND WOMENS CRISIS LINE  
187 PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND  
188 PRINGLE CREEK SUSTAINABLE LIVING CENTER  
189 PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL  
190 PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.  
191 QUADRIPLLEGICS UNITED AGAINST DEPENDENCY, INC.  
192 REBUILDING TOGETHER - PORTLAND INC.  
193 REGIONAL ARTS AND CULTURE COUNCIL  
194 RELEVANT LIFE CHURCH  
195 RENEWABLE NORTHWEST PROJECT  
196 ROGUE FEDERAL CREDIT UNION  
197 ROSE VILLA, INC.  
198 SACRED HEART CATHOLIC DAUGHTERS  
199 SAIF CORPORATION  
200 SAINT ANDREW NATIVITY SCHOOL  
201 SAINT CATHERINE OF SIENA CHURCH  
202 SAINT JAMES CATHOLIC CHURCH  
203 Salem Academy  
204 SALEM ALLIANCE CHURCH  
205 SALEM ELECTRIC  
206 SALMON-SAFE INC.  
207 SCIENCEWORKS  
208 SE WORKS  
209 SECURITY FIRST CHILD DEVELOPMENT CENTER  
210 SELF ENHANCEMENT INC.

211 SERENITY LANE  
212 SEXUAL ASSAULT RESOURCE CENTER  
213 SHELTERCARE  
214 SHERIDAN JAPANESE SCHOOL FOUNDATION  
215 SHERMAN DEVELOPMENT LEAGUE, INC.  
216 SILVERTON AREA COMMUNITY AID  
217 SISKIYOU INITIATIVE  
218 SMART  
219 SOCIAL VENTURE PARTNERS PORTLAND  
220 SONRISE CHURCH  
221 SOUTH COAST HOSPICE, INC.  
222 SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE  
223 SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.  
224 SOUTHERN OREGON HUMANE SOCIETY  
225 SPARC ENTERPRISES  
226 SPIRIT WIRELESS  
227 SPONSORS, INC.  
228 SPOTLIGHT THEATRE OF PLEASANT HILL  
229 SPRINGFIELD UTILITY BOARD  
230 ST VINCENT DE PAUL  
231 ST. ANTHONY CHURCH  
232 ST. ANTHONY SCHOOL  
233 ST. MARYS OF MEDFORD, INC.  
234 St. Matthew Catholic School  
235 ST. VINCENT DEPAUL OF LANE COUNTY  
236 STAND FOR CHILDREN  
237 STAR OF HOPE ACTIVITY CENTER INC.  
238 Store to Door  
239 Street Ministry  
240 SUMMIT VIEW COVENANT CHURCH  
241 SUNNYSIDE FOURSQUARE CHURCH  
242 SUNRISE ENTERPRISES  
243 SUSTAINABLE NORTHWEST  
244 TENAS ILLAHEE CHILDCARE CENTER  
245 The Dreaming Zebra Foundation  
246 THE EARLY EDUCATION PROGRAM, INC.  
247 The International School  
248 THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.  
249 THE NEXT DOOR  
250 THE OREGON COMMUNITY FOUNDATION  
251 THE SALVATION ARMY - CASCADE DIVISION  
252 TILLAMOOK CNTY WOMENS CRISIS CENTER  
253 TILLAMOOK ESTUARIES PARTNERSHIP  
254 TOUCHSTONE PARENT ORGANIZATION  
255 TRAILS CLUB  
256 TRAINING EMPLOYMENT CONSORTIUM  
257 TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE  
258 TRILLIUM FAMILY SERVICES, INC.  
259 UMPQUA COMMUNITY DEVELOPMENT CORPORATION  
260 UNION GOSPEL MISSION  
261 UNITED CEREBRAL PALSY OF OR AND SW WA

- 262 UNITED WAY OF THE COLUMBIA WILLAMETTE
- 263 US CONFERENCE OF MENONNITE BRETHREN CHURCHES
- 264 US FISH AND WILDLIFE SERVICE
- 265 USAGENCIES CREDIT UNION
- 266 VERMONT HILLS FAMILY LIFE CENTER
- 267 Viking Sal Senior Center
- 268 VIRGINIA GARCIA MEMORIAL HEALTH CENTER
- 269 VOLUNTEERS OF AMERICA OREGON
- 270 WE CARE OREGON
- 271 WESTERN RIVERS CONSERVANCY
- 272 WESTERN STATES CENTER
- 273 WESTSIDE BAPTIST CHURCH
- 274 WHITE BIRD CLINIC
- 275 WILD SALMON CENTER
- 276 WILLAMETTE FAMILY
- 277 WILLAMETTE LUTHERAN HOMES, INC
- 278 WILLAMETTE VIEW INC.
- 279 Women's Safety & Resource Center
- 280 WOODBURN AREA CHAMBER OF COMMERCE
- 281 WORD OF LIFE COMMUNITY CHURCH
- 282 WORKSYSTEMS INC
- 283 YOUTH GUIDANCE ASSOC.
- 284 YWCA SALEM

**Registered Special/Independent in OR**

- 1 Banks Fire District #13
- 2 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
- 3 CHEHALEM PARK AND RECREATION DISTRICT
- 4 COLUMBIA 911 COMMUNICATIONS DISTRICT
- 5 GLENDALE RURAL FIRE DISTRICT
- 6 HOODLAND FIRE DISTRICT NO.74
- 7 KLAMATH COUNTY 9-1-1
- 8 LANE EDUCATION SERVICE DISTRICT
- 9 LANE TRANSIT DISTRICT
- 10 METROPOLITAN EXPOSITION-RECREATION COMMISSION
- 11 NW POWER POOL
- 12 OAK LODGE WATER DISTRICT
- 13 PORT OF SIUSLAW
- 14 PORT OF ST HELENS
- 15 REGIONAL AUTOMATED INFORMATION NETWORK
- 16 SALEM AREA MASS TRANSIT DISTRICT
- 17 THE PORT OF PORTLAND
- 18 TUALATIN HILLS PARK AND RECREATION DISTRICT
- 19 TUALATIN VALLEY WATER DISTRICT
- 20 UNION SOIL & WATER CONSERVATION DISTRICT
- 21 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
- 22 WILLAMALANE PARK AND RECREATION DISTRICT

**Registered State Agencies in OR**

- 1 BOARD OF MEDICAL EXAMINERS
- 2 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
- 3 OFFICE OF THE STATE TREASURER
- 4 OREGON BOARD OF ARCHITECTS

- 5 OREGON CHILD DEVELOPMENT COALITION
- 6 OREGON DEPARTMENT OF EDUCATION
- 7 OREGON DEPARTMENT OF FORESTRY
- 8 OREGON DEPT OF TRANSPORTATION
- 9 OREGON DEPT. OF EDUCATION
- 10 OREGON LOTTERY
- 11 OREGON OFFICE OF ENERGY
- 12 OREGON STATE BOARD OF NURSING
- 13 OREGON STATE DEPT OF CORRECTIONS
- 14 OREGON STATE POLICE
- 15 OREGON TOURISM COMMISSION
- 16 OREGON TRAVEL INFORMATION COUNCIL
- 17 SANTIAM CANYON COMMUNICATION CENTER
- 18 SEIU LOCAL 503, OPEU

**Registered Counties and Parishes in HI**

- CITY AND COUNTY OF HONOLULU
- 1 BOARD OF WATER SUPPLY
- 2 COUNTY OF HAWAII
- 3 MAUI COUNTY COUNCIL

**Registered Higher Education in HI**

- 1 ARGOSY UNIVERSITY
- 2 BRIGHAM YOUNG UNIVERSITY - HAWAII
- 3 COLLEGE OF THE MARSHALL ISLANDS
- 4 HAWAII PACIFIC UNIVERSITY
- 5 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
- 6 UNIVERSITY OF HAWAII AT MANOA

**Registered K-12 in HI**

- 1 CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
- 2 EMMANUAL LUTHERAN SCHOOL
- 3 HANAHAU'OLI SCHOOL
- 4 HAWAII TECHNOLOGY ACADEMY
- 5 ISLAND SCHOOL
- 6 KAMEHAMEHA SCHOOLS
- 7 KE KULA O S. M. KAMAKAU
- 8 MARYKNOLL SCHOOL
- 9 PACIFIC BUDDHIST ACADEMY

**Registered NonProfit and Other in HI**

- 1 ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
- 2 ALOHACARE
- 3 AMERICAN LUNG ASSOCIATION
- 4 ASSOSIATION OF OWNERS OF KUKUI PLAZA
- 5 BISHOP MUSEUM
- 6 BUILDING INDUSTRY ASSOCIATION OF HAWAII
- 7 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
- 8 EAH, INC.
- 9 EASTER SEALS HAWAII
- 10 GOODWILL INDUSTRIES OF HAWAII, INC.
- 11 HABITAT FOR HUMANITY MAUI
- 12 HALE MAHAOLU
- 13 HAROLD K.L. CASTLE FOUNDATION
- 14 HAWAII AGRICULTURE RESEARCH CENTER

- 15 Hawaii Carpenters Market Recovery Program Fund
- 16 HAWAII EMPLOYERS COUNCIL
- 17 HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
- 18 HAWAII STATE FCU
- 19 HONOLULU HABITAT FOR HUMANITY
- 20 IUPAT, DISTRICT COUNCIL 50
- 21 LANAKILA REHABILITATION CENTER INC.
- 22 LEEWARD HABITAT FOR HUMANITY
- 23 MAUI COUNTY FCU
- 24 MAUI ECONOMIC DEVELOPMENT BOARD
- 25 MAUI ECONOMIC OPPORTUNITY, INC.
- 26 MAUI FAMILY YMCA
- 27 NA HALE O MAUI
- 28 NA LEI ALOHA FOUNDATION
- 29 NETWORK ENTERPRISES, INC.
- 30 ORI ANUENUE HALE, INC.
- 31 PARTNERS IN DEVELOPMENT FOUNDATION
- 32 POLYNESIAN CULTURAL CENTER
- 33 PUNAHOU SCHOOL
- 34 Saint Louis School
- 35 ST. THERESA CHURCH
- 36 UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
- 37 W. M. KECK OBSERVATORY
- 38 WAIANAE COMMUNITY OUTREACH
- 39 WAILUKU FEDERAL CREDIT UNION
- 40 YMCA OF HONOLULU

**Registered State Agencies in HI**

- 1 ADMIN. SERVICES OFFICE
- 2 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
- 3 HAWAII HEALTH SYSTEMS CORPORATION
- 4 SOH- JUDICIARY CONTRACTS AND PURCH
- 5 STATE DEPARTMENT OF DEFENSE
- 6 STATE OF HAWAII
- 7 STATE OF HAWAII
- 8 STATE OF HAWAII, DEPT. OF EDUCATION

**Registered 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 CITY OF ALEXANDRIA
- 7 CITY OF BAKER POLICE DEPARTMENT
- 8 CITY OF BOSSIER
- 9 CITY OF COVINGTON
- 10 city of gretna
- 11 CITY OF HAMMOND
- 12 CITY OF KENNER
- 13 CITY OF LAKE CHARLES FIRE DEPT
- 14 CITY OF LEESVILLE
- 15 CITY OF MINDEN

- 16 CITY OF MONROE
- 17 CITY OF NEW ROADS
- 18 CITY OF PLAQUEMINE
- 19 CITY OF PORT ALLEN
- 20 CITY OF RUSTON
- 21 CITY OF SHREVEPORT
- 22 CITY OF SLIDELL
- 23 CITY OF VILLE PLATTE
- 24 CITY OF WEST MONROE
- 25 CITY OF WESTLAKE
- 26 CITY OF WINNFIELD
- 27 CITY OF WINNSBORO
- 28 DENHAM SPRINGS CITY MARSHAL
- 29 FIRE PROTECTION DIST. NO. 5
- 30 GREATER NEW ORLEANS EXPRESSWAY COMMISSION
- 31 GREATER NEW ORLEANS FOUNDATION
- 32 LOUISIANA PUBLIC EMPLOYEES COUNCIL 17 AFSCME AFL- CIO  
BUILDING CORP
- 33 MONROE CITY
- 34 PONCHATOULA POLICE DEPT.
- 35 RAYNE HOUSING AUTHORITY
- 36 Sewerage and Water Board of New Orleans
- 37 ST. BERNARD PARISH GOVERNMENT
- 38 TOWN OF ARCADIA
- 39 TOWN OF BENTON
- 40 TOWN OF CHURCH POINT
- 41 TOWN OF FARMERVILLE
- 42 TOWN OF GRAND ISLE
- 43 TOWN OF HAYNESVILLE
- 44 TOWN OF HOMER
- 45 TOWN OF JONESBORO
- 46 TOWN OF JONESVILLE
- 47 TOWN OF LEONVILLE
- 48 TOWN OF OLLA
- 49 TOWN OF PEARL RIVER
- 50 TOWN OF RAYVILLE
- 51 TOWN OF ROSEPINE
- 52 TOWN OF STERLINGTON
- 53 TOWN OF WATERPROOF
- 54 TOWN OF WHITE CASTLE
- 55 VILLAGE OF FENTON
- 56 VILLAGE OF FOREST HILL
- 57 VILLAGE OF PALMETTO

**Registered 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 BOSSIER PARISH ASSESSOR
- 7 BOSSIER PARISH CLERK OF CT

8 BOSSIER SHERIFFS DEPARTMENT  
9 CADDO PARISH COMMISSION  
10 CADDO PARISH TAX ASSESSOR  
11 CALDWELL PARISH CLERK OF COURT  
12 CALDWELL PARISH HOUSING AUTHORITY  
13 CATAHOULA PARISH POLICE JURY  
14 CITY OF OPELOUSAS  
15 CLAIBORNE PARISH POLICE JURY  
16 CONCORDIA PARISH POLICE JURY  
17 DESOTO PARISH EMS  
18 DESOTO PARISH POLICE JURY  
19 DESOTO PARISH TAX ASSESSOR  
20 EAST BATON ROUGE PARISH CLERK OF COURT  
21 EAST CENTRAL BOSSIER PARISH FIRE DISTRICT #1  
22 EAST FELICIANA PARISH SHERIFF OFFICE  
23 EVANGELINE PARISH SHERIFF DEPT.  
24 FIRE PROTECTION DISTRICT NO 1 OF TENSAS PARISH  
25 FRANKLIN ECONOMIC DEVELOPMENT FOUNDATION  
26 GRANT PARISH POLICE JURY  
27 GRANT PARISH SHERIFF  
28 IBERIA PARISH GOVERNMENT  
29 IBERVILLE PARISH COUNCIL  
30 JACKSON PARISH POLICE JURY  
31 JEFFERSON PARISH DISTRICT ATTORNEY  
32 JEFFERSON PARISH GOVERNMENT  
33 LA SALLE PARISH POLICE JURY  
34 LINCOLN PARISH LIBRARY  
35 MOREHOUSE PARISH POLICE JURY  
36 ORLEANS PARISH CRIMINAL SHERIFFS OFFICE  
37 OUACHITA MULTI-PURPOSE COMMUNITY ACTION PROGRAM, INC  
38 OUACHITA PARISH POLICE JURY  
39 OUACHITA PARISH POLICE JURY  
40 PLAQUEMINES PARISH GOVERNMENT  
41 POINTE COUPEE PARISH POLICE JURY  
42 RAPIDES PARISH LIBRARY  
43 RAPIDES PARISH POLICE JURY  
44 RICHLAND PARISH LIBRARY  
45 RICHLAND PARISH SHERIFF DEPARTMENT  
46 SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION  
47 ST JOHNS THE BAPTIST PARISH  
48 ST LANDRY PARISH SHERIFF DEPT  
49 ST TAMMANY FIRE DISTRICT 4  
50 ST. BERNARD PARISH ADULT DRUG COURT  
51 ST. CHARLES PARISH  
52 ST. MARY PARISH GOVERNMENT  
53 St. Tammany Parish Assessor  
54 SULPHUR PARKS AND RECREATION  
55 TANGIPAHOA MOSQUITO ABATEMENT DISTRICT  
56 TENSAS PARISH POLICE JURY  
57 THIRD JUDICIAL DISTRICT COURT  
58 UNION PARISH HOMELAND SECURITY



- 59 WEBSTER PARISH POLICE JURY
- 60 WEST CARROLL PARISH SHERIFFS DEPT.
- 61 WEST FELICIANA COMMUNICATIONS DISTRICT
- 62 WINN PARISH DISTRICT ATTORNEY
- 63 WINN PARISH POLICE JURY

**Registered Higher Education in LA**

- 1 CAMERON COLLEGE
- 2 CENTENARY COLLEGE OF LOUISIANA
- 3 COMPASS CAREER COLLEGE
- 4 DELGADO COMMUNITY COLLEGE
- 5 DILLARD UNIVERSITY
- 6 GRETNA CAREER COLLEGE
- 7 LOUISIANA STATE UNIVERSITY
- 8 LOUISIANA TECHNICAL COLLEGE
- 9 LOYOLA UNIVERSITY OF NEW ORLEANS
- 10 LSUHSC - SHREVEPORT
- 11 NEW ORLEANS BAPTIST THEOLOGICAL SEMINARY
- 12 NOTRE DAME SEMINARY
- 13 OUR LADY OF HOLY CROSS COLLEGE
- 14 SOUTH LA COMMUNITY COLLEGE
- 15 SOUTHEASTERN LOUISIANA UNIVERSITY
- 16 SOUTHERN UNIVERSITY
- 17 THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND
- 18 THE ART STATION

**Registered K-12 in LA**

- 1 ACADEMY OF THE SACRED HEART
- 2 ACADIA PARISH SCHOOL BOARD
- 3 Alexandria Country Day School
- 4 ARCHBISHOP RUMMEL HIGH SCHOOL
- 5 Archbishop Shaw High School
- 6 AVOYELLES PARISH SCHOOL BOARD
- 7 BEAUREGARD PARISH SCHOOL BOARD
- 8 BOSSIER PARISH SCHOOL BOARD
- 9 Bossier Parish School Board (BPSB)
- 10 CADDO PARISH MAGNET HIGH SCHOOL
- 11 CADDO PARISH SCHOOLS
- 12 CALCASIEU PARISH SCHOOL SYSTEM
- 13 CATAHOULA PARISH SCHOOL BOARD
- 14 CATHOLIC HIGH SCHOOL
- 15 CATHOLIC OF POINTE COUPEE SCHOOL
- 16 Cedar Creek School
- 17 CENTRAL PRIVATE SCHOOL
- 18 CENTRAL SCHOOL CORP.
- 19 CHILDREN'S CHARTER MIDDLE SCHOOL
- 20 CLAIBORNE PARISH SCHOOL BOARD
- 21 DARBONNE WOODS CHARTER SCHOOL, INC.
- 22 DELHI CHARTER SCHOOL
- 23 DeSoto Parish School Board
- 24 DIOCESE OF LAFAYETTE
- 25 E.D. WHITE CATHOLIC HIGH
- 26 EAST CARROLL PARISH SCHOOL BOARD

- 27 EPISCOPAL HIGH SCHOOL OF BATON ROUGE
- 28 EXCELSIOR CHRISTIAN SCHOOL
- 29 GRACE LUTHERAN CHURCH AND EARLY CHILDHOOD CENTER
- 30 HOLY TRINITY LUTHERAN CHURCH AND SCHOOL
- 31 HOSANNA FIRST ASSEMBLY OF GOD
- 32 IBERVILLE PARISH SCHOOL BOARD
- 33 JACKSON PARISH SCHOOL BOARD
- 34 JEFFERSON DAVIS PARISH SCHOOL BOARD
- 35 JEFFERSON PARISH SCHOOL BOARD
- 36 JESUS THE GOOD SHEPHERD SCHOOL
- 37 LAFAYETTE PARISH SCHOOL SYSTEM
- 38 LINCOLN PARISH SCHOOL BOARD
- 39 LITTLE ANGELS SCHOOL AND DAY CARE
- 40 LIVINGSTON PARISH PUBLIC SCHOOLS
- 41 LORANGER HIGH SCHOOL FOOTBALL
- 42 MADISON PARISH SCHOOL BOARD
- 43 MENTORSHIP ACADEMY
- 44 MONROE CITY SCHOOLS
- 45 MOREHOUSE PARISH SCHOOL BOARD
- 46 NEWELLTON ELEMENTARY SCHOOL
- 47 NORTHEAST BAPTIST SCHOOL
- 48 OAK FOREST ACADEMY
- 49 OPELOUSAS CATHOLIC SCHOOL
- 50 OUACHITA PARISH SCHOOL BOARD
- 51 Parkview Baptist
- 52 Recovery School District
- 53 RICHLAND PARISH SCHOOL BOARD
- 54 RIVERSIDE ACADEMY
- 55 ST JOSEPH THE WORKER
- 56 ST LANDRY PARISH SCHOOL BOARD
- 57 ST MARY'S DOMINICAN HS
- 58 ST. AMANT HIGH SCHOOL
- 59 ST. AUGUSTINE HIGH SCHOOL
- 60 ST. BERNARD PARISH PUBLIC SCHOOL DISTRICT
- 61 ST. CLETUS SCHOOL
- 62 ST. DOMINIC SCHOOL
- 63 ST. JOAN OF ARC SCHOOL
- 64 ST. JOHN ELEMENTARY/MIDDLE SCHOOL
- 65 ST. MARIA GORETTI CHURCH
- 66 ST. PIUS X SCHOOL
- 67 St.Mary Parish School Board
- 68 STATE DEPARTMENT OF EDUCATION
- 69 TANGIPAHOA PARISH SCHOOL SYSTEM
- 70 THE DUNHAM SCHOOL
- 71 UNION PARISH SCHOOL BOARD
- 72 VERMILION PARISH SCHOOL BOARD
- 73 VERNON PARISH SCHOOL BOARD
- 74 VIDALIA JUNIOR HIGH SCHOOL
- 75 VISITATION OF OUR LADY CATHOLIC SCHOOL
- 76 WEST BATON ROUGE PARISH SCHOOL BOARD
- 77 WEST CARROLL PARISH SCHOOL BOARD

78 WESTMINSTER CHRISTIAN ACADEMY  
 79 WINN PARISH SCHOOL BOARD

**Registered NonProfit and Other in LA**

1 A AND B NOTARY  
 2 ACI ST JOHN LLC  
 3 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 ASSOCIATED PROFESSIONAL EDUCATORS OF LOUISIANA  
 11 AVOYELLES PROGRESS ACTION COMMITTEE, INC  
 12 BARKSDALE FEDERAL CREDIT UNION  
 13 BARKSDALE UNITED METHODIST CHURCH  
 14 Baton Rouge Children's Advocacy Center  
 15 Beginners Mind Inc  
 16 BENTON UNITED METHODIST CHURCH  
 17 BONITA ROAD BAPTIST CHURCH  
 18 BOOST FOUNDATION, INC.  
 19 BOSSIER CHAMBER OF COMMERCE  
 20 BOSSIER PARISH MAXIMUM SECURITY JAIL  
 21 BOY SCOUTS OF AMERICA  
 22 BROADMOOR CHRISTIAN CHURCH  
 23 BROADMOOR PRESBYTERIAN CHURCH  
 24 BROADMOOR UNITED METHODIST PRESCHOOL  
 25 CAJUNDOME  
 26 CALLAWAY ENTERPRISES  
 27 CALVARY BAPTIST CHURCH  
 28 CAPITAL CITY PRESS  
 29 CENLA AREA AGENCY ON AGING, INC.  
 30 CENLA COMMUNITY ACTION COMMITTEE, INC.  
 31 CENTRAL ASSEMBLY OG GOD  
 32 CENTRAL CITY EOC  
 33 CHILDREN'S HOSPITAL  
 34 CHITIMACHA TRIBE OF LOUISIANA  
 35 CHRISTVIEW CHRISTIAN CHURCH  
 36 CITY OF FAITH PRISON MINISTRIES, INC.  
 37 COMITE BAPTIST CHURCH  
 38 COMMITTEE FOR PLAQUEMINES RECOVERY  
 39 COMMUNITY SUPPORT PROGRAMS, INC.  
 40 COOK BAPTIST CHURCH  
 41 Cornerstone Church of Zachary Inc  
 42 CROSSPOINT BAPTIST CHURCH  
 43 CROSSROADS CHURCH  
 44 DEMCO  
 45 DESOTO PARISH LIBRARY  
 46 DISABLED VETERNS OF LA CHAPTER 4  
 47 EASTER SEALS LOUISIANA  
 48 ELDERCARE SUPPORT SERVICES

49 ELIZABETH BAPTIST CHURCH  
50 EMMANUEL BAPTIST CHURCH  
51 EMMANUEL BAPTIST CHURCH  
52 EMMANUEL BAPTIST CHURCH  
53 EMMANUEL MISSIONARY BAPTIST CHURCH  
54 EVANGELINE BAPTIST CHURCH  
55 FAITH TABERNACLE CHURCH  
56 FAMILY MEDICAL CLINIC OF MER ROUGE  
57 FAMILY RESOURCES OF NEW ORLEANS  
58 FAMILY WORSHIP CENTER CHURCH INC  
59 FIRST APOSTOLIC CHURCH  
60 FIRST BAPTIST CHURCH  
61 FIRST BAPTIST CHURCH  
62 FIRST BAPTIST CHURCH  
63 FIRST BAPTIST CHURCH COVINGTON  
64 FIRST BAPTIST CHURCH RUSTON  
65 FIRST CHURCH OF GOD IN OAK GROVE, INC.  
66 FIRST UNITED METHODIST CHURCH  
67 FRANKLIN MEDICAL CENTER  
68 FROM BONDAGE TO FREEDOM  
69 G B COOLEY SERVICES  
70 GIRL SCOUTS OF LA - PINES TO GULF  
71 Girls Scouts Louisiana East  
72 Go Care  
73 GOOD SAMARITANS OF FRANKLIN  
74 GRACE COMMUNITY CHURCH  
75 GRACE EPISCOPAL CHURCH  
76 GRACE LIFE FELLOWSHIP  
77 GREATER ELIZABETH BAPTIST CHURCH  
78 GREATER HOPE BAPTIST CHURCH  
79 GREATER OUACHITA WATER COMPANY  
80 GULF COAST HOUSING PARTNERSHIP  
81 HANDS ON NETWORK  
82 HARVEST CHURCH  
83 HAVEN NURSING CENTER, INC.  
84 HAVEN REHABILITATION CENTER, INC.  
85 HEALING PLACE CHURCH  
86 HEBRON BAPTIST CHURCH  
87 HOPEWELL BAPTIST CHURCH  
88 HOSANNA LUTHERAN CHURCH  
89 HOSPITAL SERVICE DISTRICT NO.1, D/B/A TRI-WARD  
90 HOUSING AUTHORITY OF BOSSIER CITY  
91 HOUSING AUTHORITY OF JEFFERSON PARISH  
92 IBERIA MEDICAL CENTER  
93 IBTS  
94 IFA CHURCH  
95 ISTROUMA AREA COUNCIL OF BOY SCOUTS  
96 JACKSON PARISH HOSPITAL  
97 Jefferson Chamber of Commerce  
98 JEWISH FEDERATION OF GREATER BATON ROUGE  
99 K AND S CHILDHOOD DEVELOPMENT CENTER

100 KING OF KINGS EVANGELICAL LUTHERAN CHURCH  
101 KIWANIS INTERNATIOINAL  
102 LA ASSEMBLY OF THE CHURCH OF GOD  
103 LA ASSOCIATION COMMUNITY ACTION PARTNERSHIPS  
104 LA ONE CALL  
105 LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION  
106 LAFAYETTE TEEN COURT, INC  
107 LAKE BETHLEHEM BAPTIST CHURCH  
108 LAKESIDE BAPTIST CHURCH  
109 LAKESIDE DAY CARE  
110 LANE CHAPEL CME  
111 LEWIS CME  
112 LINCOLN GENERAL HOSPITAL  
113 LITTLE THEATRE OF MONROE, INC.  
114 LITTLE UNION BAPTIST CHURCH  
115 LIVINGSTON PARISH CHAMBER OF COMMERCE  
116 LIVINGSTON PARISH PRESIDENT-COUNCIL  
117 LMHA - LOUISIANA MANUFACTURED HOUSING ASSOCIATION  
118 LOD AND CAROL COOK CONFERENCE CENTER AND HOTEL  
119 LOUIS INFANT CRISIS CENTER  
120 LOUISIANA ASSOCIATION OF HEALTH PLANS  
121 LOUISIANA DISTRICT ATTORNEYS ASSOCIATION  
122 LOUISIANA FAMILY FORUM  
123 LOUISIANA HEALTH CARE QUALITY FORUM  
124 Louisiana Hemopheilia Foundation Inc  
125 LOUISIANA REALTORS ASSOCIATION  
126 LOUISIANA SPCA  
127 Louisiana Workforce LLC  
128 LOUISISANA HIGH SCHOOL ATHLETIC ASSOCIATION  
129 MACEDONIA MISSIONS, INC.  
130 MACON ECONOMIC OPPORTUNITY  
131 MARION BAPTIST CHURCH  
132 MARY BIRD CANCER CENTER  
133 MCIO HEAD START  
134 METRO/REGIONAL BUSINESS INCUBATOR  
135 MEYERS MEMORIAL CHAPEL  
136 MIRACLE PLACE CHURCH  
137 MOREHOUSE GENERAL HOSPITAL  
138 MORGAN CITY HOUSING AUTHORITY  
139 MORING STAR BAPTIST CHURCH  
140 MOUNT CANAAN MISSIONARY BAPTIST CHURCH  
141 MOUNT HERMON BAPTIST CHURCH  
142 MT. PLEASANT COMMUNITY DEVELOPMENT CORP. INC.  
143 MT. SINAI MBC  
144 MT. VERNON BAPTIST CHURCH  
145 MT. ZION CME CHURCH  
146 MW PRINCE HALL MASONIC HALL TEMPLE  
147 NALC BRANCH 136  
148 NATIONAL SAFETY COUNCIL  
149 Nativity of Our Lady Church  
150 NEW BEGINNINGS CDC

151 NEW CHAPEL HILL BAPTIST CHURCH  
152 NEW DAUGHTERS OF ZION MISSIONARY BAPTIST CHURCH IN  
153 NEW GENERATIONS CHURCH OF MONROE, INC  
154 NEW GREENWOOD BAPTIST CHURCH  
155 new home ministries  
156 NEW HORIZONS  
157 NEW TABERNACLE BAPTIST CHURCH  
158 NEW TESTAMENT UNITED PENTECOSTAL CHURCH  
159 NORTH CADDO MEDICAL CENTER  
160 NORTHWEST LOUISIANA LIONS EYE BANK  
161 NSU CHILD AND FAMILY NETWORK  
162 ODYSSEY HOUSE LOUISIANA, INC.  
163 OLIVE BRANCH BAPTIST CHURCH  
164 OPEN DOOR BAPTIST CHURCH  
165 Ouachita Baptist Church  
166 Our Lady of Perpetual Help Catholic Church  
167 OUR LADY OF PROMPT SUCCOR CHURCH  
168 PARKVIEW BAPTIST CHURCH  
169 PCPFHF  
170 PCSS  
171 PEACEFUL REST BAPTIST CHURCH  
172 PENIEL BAPTIST CHURCH  
173 PHILADELPHIA BAPTIST CHURCH  
174 PINE BELT MULTI-PURPOSE COMMUNITY ACTION AGENCY  
175 PLEASANT VALLEY UNC  
176 PLEASEAN HILL BAPTIST CHURCH  
177 POLICE JURY ASSOCIATION OF LOUISIANA  
178 PONCHATOULA AREA RECREATION DISTRICT NO.1  
179 PRESBYTERIAN CHURCH OF RUSTON  
180 PRIDE COMMUNITY ASSOCIATION  
181 PROVIDENCE HOUSE  
182 RAPIDES PRIMARY HEALTH CARE CENTER  
183 REPUBLICAN PARTY OF LA  
184 RIDGE AVENUE BAPTIST CHURCH  
185 ROMAN CATHOLIC CHURCH OF THE DIOCESE OF BATON ROUGE  
186 SEEKER SPRINGS MINISTRY CENTER  
187 SHOWERS OF BLESSING MINISTRIES  
188 SHREVEPORT ELECTRICAL HEALTH AND WELFARE FUND  
189 SHREVEPORT REGIONAL ARTS COUNCIL  
190 SIMMESPORT HOUSING AUTHORITY  
191 SOLOMON TEMPLE BAPTIST CHURCH  
192 Southern Financial Exchange  
193 SOUTHSIDE ECONOMIC DEVELOPMENT  
194 SOUTHWEST ACADIA HOUSING AUTHORITY  
195 ST PATRICK CHURCH  
196 ST THOMAS AQUINAS CATHOLIC CHURCH  
197 ST. ALOYSIUS CATHOLIC SCHOOL  
198 ST. ANDREW PRESBYTERIAN CHURCH  
199 ST. BERNARD PROJECT  
200 ST. FRANCES XAVIER CABRINI CATHOLIC CHURCH  
201 ST. FRANCIS DINER

202 ST. GEORGE CHURCH  
203 ST. JEAN VIANNEY CHURCH  
204 ST. JOHN THE BAPTIST CATHOLIC CHURCH  
205 ST. JOHN THE BAPTIST CATHOLIC CHURCH  
206 ST. LANDRY PARISH HOUSING AUTHORITY  
207 ST. MARY CAA, INC.  
208 ST. MARY PARISH TOURIST COMMISSION  
209 ST. MARYS BAPTIST CHURCH  
210 ST. MICHAEL SPECIAL SCHOOL  
211 ST. PAUL BAPTIST CHURCH  
212 ST. PAULS UNITED METHODIST CHURCH  
213 ST. REST BAPTIST CHURCH  
214 ST.ANSELM CATHOLIC CHURCH  
215 ST.MARY PARISH LIBRARY  
216 STARLIGHT BAPTIST CHURCH  
217 STEEPLE CHASE BAPTIST CHURCH  
218 STERLINGTON HOLINESS TABERNACLE  
219 SUMMER GROVE BAPTIST ACADEMY  
220 SUMMER GROVE BAPTIST CHURCH  
221 SWEETWATER BAPTIST CHURCH  
222 The Arc Of Iberia  
223 THE CELL COMMUNITY SCHOOL & RESOURCE CENTER  
224 THE CHURCH OF THE LIVING GOD  
225 THE FULLER CENTER FOR HOUSING OF NWLA  
226 THE HARVEST  
227 THE HOUSE OF FAITH HOPE AND CHARITY  
228 THE SALVATION ARMY  
229 THE SHREVEPORT-BOSSIER KOREAN PRESBYTERIAN CHURCH  
230 THE SPIRIT OF FREEDOM MINISTRIES  
231 THE WAY OF HOLINESS APOSTOLIC CHURCH  
232 TOTAL COMMUNITY ACTION, INC.  
233 TRAILBLAZER RESOURCE AND CONSERVATION AREA, INC.  
234 TRINITY BAPTIST CHURCH  
235 Trinity Episcopal Church  
236 TRINITY LUTHERAN CHURCH  
237 TRINITY WORSHIP CENTER  
238 Tulane Hillel  
239 Union Community Action, Association  
240 UNION COUNCIL ON AGING  
241 UNION SPRINGS MBC  
242 UNITECH TRAINING ACADEMY  
243 UNITED AUTO WORKERS UNION  
244 UNITED CEREBAL PALSY OF GREATER NEW ORLEANS, INC  
245 UNITED METHODIST HOPE MINISTRIES  
246 UNITED WAY OF NORTHEAST LOUISIANA, INC.  
247 UNITED WAY OF NW LOUISIANA  
248 UNITY FOR THE HOMELESS,INC.  
249 UNIVERSITY CHURCH OF CHRIST  
250 UPWARD BOUND MINISTRIES, INC.  
251 URBAN IMPACT MINISTRIES  
252 VERMILION PARISH WATERWORKS DISTRICT NO.1

- 253 VERNON COMMUNITY ACTION COUNCIL, INC.
- 254 VOLUNTEERS OF AMERICA OF GREATER NEW ORLEANS
- 255 WEST BATON ROUGE CHAMBER OF COMMERCE
- 256 WEST BATON ROUGE PARISH POLICE JURY
- 257 WEST BATON ROUGE S/O WORK RELEASE
- 258 WEST JEFFERSON MEDICAL CENTER
- 259 WILLIAMS MEMORIAL CME
- 260 WILLIS-KNIGHTON FEDERAL CREDIT UNION
- 261 WORD OF LIFE MINISTRIES
- 262 WORKFORCE INVESTMENT BOARD SDA-83
- 263 YMCA OF SHREVEPORT, LA
- 264 YOUNGSVILLE HOUSING AUTHORITY

**Registered Special/Independent in LA**

- 1 BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS
- 2 BOSSIER PARISH COMMUNICATIONS DISTRICT NO. 1
- 3 CAPITAL AREA LEGAL SERVICES CORP
- 4 LAFAYETTE AIRPORT COMMISSION
- 5 NEW ORLEANS REGIONAL BUSINESS PARK
- 6 POVERTY POINT RESERVOIR DISTRICT
- 7 ST. GEORGE FIRE PROTECTION DISTRICT NO.2
- 8 ST. TAMMANY PARISH FIRE PROTECTION DISTRICT NO. 3
- 9 UNIVERSITY HOUSE@ACADIANA

**Registered State Agencies in LA**

- 1 18TH JDC-ALVIN BATISTE, JR JUDGE
- 2 26 TH JUDICIAL COURT
- 3 26TH JUDICIAL DISTRICT PUBLIC DEFENDER
- 4 C.A.S.S.E.
- 5 COLUMBIA DEVELOPMENT CENTER
- 6 CONCEALED HANDGUN PERMIT UNIT
- 7 Covington Housing Authority
- 8 DEPARTMENT OF REVENUE/LOUISIANA
- 9 DEPT OF CULTURE RECREATION AND TOURISM
- 10 DHH-OFFICE OF PUBLIC HEALTH
- 11 ELAYN HUNT CORRECTIONAL CENTER
- 12 HAMMOND DEVELOPMENTAL CENTER
- 13 HOUMA-TERREBONNE HOUSING AUTHORITY
- 14 LA DEPT OF WILDLIFE AND FISHERIES
- 15 LA OFFICE OF STATE PARKS
- 16 LA RESEARCH PARK CORPORATION
- 17 LA SHERIFFS PENSION AND RELIEF FUND
- 18 LA. DIVISION OF ADMINISTRATION
- 19 LINCOLN COUNCIL ON THE AGING
- 20 Louisiana Board of Barbers Examiners
- 21 LOUISIANA BOARD OF CHIROPRACTIC EXAMINERS
- 22 LOUISIANA DEPARTMENT OF STATE
- 23 LOUISIANA HOUSING FINANCE AGENCY
- 24 LOUISIANA STATE GOV. BIDS
- 25 LOUISIANA TECH UNIVERSITY
- 26 LSU AGCENTER EXTENSION SERVICE OFFICE
- 27 METROPOLITAN DEVELOPMENTAL CENTER
- 28 MHSD/CHARTRES-PONTCHARTRAIN BEHAVIOR HEALTH CENTER



- 29 Richland Parish Tax Assessors office
- 30 Ruston Housing Authority
- 31 SPECIAL EDUCATION DISTRICT NO.1 OF LAFOURCHE
- 32 THE SPRINGS OF RECOVERY ADOLESCENT PROGRAM
- 33 VERNON WORKFORCE CENTER

EXHIBIT 8

**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 Maricopa County ("County") 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 Arizona, and Maricopa County. 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 Maricopa County 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 Maricopa County 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, Maricopa County 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 Maricopa County 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 Arizona website at ([www.azrecovery.gov](http://www.azrecovery.gov)).

**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](http://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 Arizona are located at: [www.gpo.gov/davisbacon/AZ.html](http://www.gpo.gov/davisbacon/AZ.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 Maricopa County, and all contractors and grantees of Maricopa County, 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.

## EXHIBIT 9

**FEMA STANDARD TERMS AND CONDITIONS ADDENDUM  
FOR CONTRACTS AND GRANTS**

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

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), 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 (“DOL”) regulations (41 CFR Ch. 60);
  - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
  - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the 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:

**SERIAL 11019-RFP**

- a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
  - (1) The copyright in any work developed under a grant or contract; and
  - (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
  
- 7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as 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.

ADDENDUM #2 (DTD 04/15/11) PLEASE SEE CHANGES TO COVER PAGE (OPENING DATE), 3.3, 3.4, 3.10, 3.15, EXHIBIT 10 SECTION 6.27

ADDENDUM #1 (DTD 03/24/11) PLEASE SEE CHANGES TO ATTACHMENTS D, D-1, D-2, D-3, D-4



# Maricopa County

## NOTICE OF SOLICITATION



**U.S. COMMUNITIES™**  
GOVERNMENT PURCHASING ALLIANCE



**SERIAL 11019- RFP**

**REQUEST FOR PROPOSAL FOR: MAINTENANCE, REPAIR, OPERATING SUPPLIES,  
INDUSTRIAL SUPPLIES, AND RELATED SERVICES**

Notice is hereby given sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M.** Arizona time on ~~April 29~~ **May 6, 2011**, for the furnishing of the following goods and services for Maricopa County. Proposals will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked "**SERIAL 11019- RFP REQUEST FOR PROPOSAL FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES.**"

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

**ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL CAN BE LOCATED AT <http://www.maricopa.gov/materials> "Develop Bids". ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.**

**PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER**

**DIRECT ALL INQUIRIES TO:**  
CHARLES HINEGARDNER  
PROCUREMENT OFFICER  
TELEPHONE: (602) 506-6476  
EMAIL: [hinegardner@mail.maricopa.gov](mailto:hinegardner@mail.maricopa.gov)

**THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON TUESDAY, APRIL 12, 2011 AT 9:00 A.M. ARIZONA TIME, AT THE MARICOPA COUNTY ELECTIONS DEPARTMENT, LARGE CONFERENCE ROOM, 510 SOUTH THIRD AVENUE, PHOENIX, ARIZONA 85003**

**NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:**

**[www.maricopa.gov/materials/advbd/advbd.asp](http://www.maricopa.gov/materials/advbd/advbd.asp)**

**VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THEIR BID**

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**Signature:**

**Date:**

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**REQUEST FOR PROPOSAL FOR: MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED SERVICES**

1.0 INTENT:

Maricopa County (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 complete line of “Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale (internet) environment; and Related Products and Services (installation, repair and renovation) (herein “Products and Services”).

The Respondent(s) shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various government agencies nationwide.

Responses shall be for Retail and Related Services; Wholesale and Related Services or Industrial and Related Services. Suppliers are not required to respond to all three (3) categories.

Responses for only the Related Services (installation, repair and renovation) shall be deemed non-responsive.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 2.21, below)

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County’s best interest.

The County reserves the right to add additional contractors, at the County’s sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County’s needs or to ensure adequate competition on any project or task order work.

1.1 The RFP is intended to achieve the following objectives:

Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies.

Establish the Master Agreement as Supplier’s primary offering to Participating Public Agencies.

Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive bid process that eliminates the need for multiple government bids and multiple responses by Suppliers.

Combine the volumes of Participating Public Agencies to achieve cost effective pricing.

Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems.

Provide Participating Public Agencies with environmentally responsible products and services.

*These objectives do not preempt Participating Public Agencies from using other contract vehicles or competitive processes as required by law.*

1.2 U.S.COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein “Lead Public Agencies”). The

contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

**National Sponsors**

U.S. Communities is jointly sponsored by the National 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 Charlotte/Mecklenburg, NC   | Hillsborough Schools, FL              |
| City of Los Angeles, CA             | City of Houston, TX                   |
| Cobb County, GA                     | Los Angeles County, CA                |
| Dallas County, TX                   | Maricopa County, AZ                   |
| Davis Joint Unified Schools, CA     | Miami-Dade County, FL                 |
| City and County of Denver, CO       | Salem-Keizer School District, OR      |
| State of Georgia                    | City of San Antonio, TX               |
| Emory University, GA                | San Diego Unified School District, CA |
| Fairfax County, VA                  | City of Seattle, WA                   |
| Harford County Public Schools, MD   | Great Valley School District, PA      |
| Hennepin County, MN                 |                                       |
| North Carolina State University, NC |                                       |

**Participating Public Agencies**

Today more than 44,000 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.

Maricopa County 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 EXHIBIT 4.

### **Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$250 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, Maricopa County 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 or credit card. 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 minimum qualifications and offers the most advantageous response 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.

2.0 SCOPES OF WORK:

2.1 RETAIL MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

A complete and comprehensive offering of Retail MRO supplies such as appliances, building materials, hardware, HVAC, irrigation equipment and supplies, janitorial, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.2 WHOLESALE MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

A complete and comprehensive offering of Wholesale MRO supplies such as appliances, building materials, hardware, HVAC, irrigation equipment and supplies, janitorial, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.3 INDUSTRIAL SUPPLIES AND RELATED SERVICES (INSTALLATION, REPAIR, AND RENOVATION):

A complete and comprehensive offering of Industrial supplies such as bearings, linear technologies, power transmissions, motors, hydraulics, pneumatics, gearing, material handling, conveyor systems, industrial rubber, general maintenance supplies, fluid power and any additional related products and services.

In addition, a complete range of services available through Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services such as rubber fabrication, vulcanizing, hose fabrication, hydraulic system (design and build) that may offered by Supplier. Such services may be required for public pools, solid waste transfer sites, water treatment plants, waste water treatment sites, boiler plants, mass transit systems, road maintenance equipment, prisons and hospitals and public agencies.

2.4 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES):

2.4.1 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.4.2 Services performed shall be non-structural in nature.

2.4.3 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.4.4 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

- 2.4.4.1 Roofing, Gutters, Downspouts
  - 2.4.4.2 HVAC
  - 2.4.4.3 Plumbing
  - 2.4.4.4 Electrical
  - 2.4.4.5 Exterior decks, patios and porches
  - 2.4.4.6 Exterior Siding
  - 2.4.4.7 Windows, Doors
  - 2.4.4.8 Interior/Exterior Painting
  - 2.4.4.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping
  - 2.4.4.10 ADA Improvements
- 2.4.5 These services may be required in the industrial environment and may be any of the following (non-inclusive):
- 2.4.5.1 Hose Fabrication
  - 2.4.5.2 Hydraulic Repairs
  - 2.4.5.3 Gearbox Repairs
  - 2.4.5.4 Conveyor System Repairs
  - 2.4.5.5 Vulcanizing
  - 2.4.5.6 Rubber Fabrication
- 2.4.6 Services:
- 2.4.6.1 As part of your Proposal response, detail your firm’s program in offering services including:
    - 2.4.6.2 Providing and managing qualified contractors
    - 2.4.6.3 Budget management in keeping projects on budget
    - 2.4.6.4 Project management services in design, planning, organizing, scheduling and managing all stages of a project.
- 2.4.7 Service Providers (Labor):
- 2.4.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.
  - 2.4.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).
  - 2.4.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under Section 3.6 INSURANCE REQUIREMENTS.
  - 2.4.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):
    - 2.4.7.4.1 National Employee Database
    - 2.4.7.4.2 SSN Verification
    - 2.4.7.4.3 National Criminal Database Check
    - 2.4.7.4.4 Two County Search
    - 2.4.7.4.5 Sex Offender Search
    - 2.4.7.4.6 Annual Review (National Criminal Database)
    - 2.4.7.4.7 Two (2) Year Complete Re-Screen and Renewal
    - 2.4.7.4.8 Financial Background
  - 2.4.7.5 All Service Provider employees shall wear a Service Provider’s issued picture identification badge at all times.

2.5 PRODUCT CATEGORIES:

This Solicitation is to establish a nationwide purchasing agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. Your firm may not have the ability to provide all categories.

All products offered shall be new, unused and of the latest design and technology.

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

2.5.1 CATEGORY 1: APPLIANCES

Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.5.2 CATEGORY 2: BUILDING MATERIALS

Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

2.5.3 CATEGORY 3: HARDWARE

Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, weatherization products, and all ancillary supplies, tools, and components.

2.5.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.

2.5.5 CATEGORY 5: SPRINKLER/IRRIGATION EQUIPMENT AND SUPPLIES

Sprinklers, head gates, ports, timers, piping, solvents, and all ancillary supplies, tools, and components.

2.5.6 CATEGORY 6: JANITORIAL SUPPLIES

Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.

2.5.7 CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES

Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, and all ancillary supplies, tools, and components.

2.5.8 CATEGORY 8: MOTORS/PUMPS

Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.

- 2.5.9 CATEGORY 9: PAINTS AND COATINGS  
All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.
- 2.5.10 CATEGORY 10: PLUMBING  
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.
- 2.5.11 CATEGORY 11: SWIMMING POOL SUPPLIES  
Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.
- 2.5.12 CATEGORY 12: TOOLS, GENERAL PURPOSE, HAND-HELD  
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.
- 2.5.13 CATEGORY 13: TOOLS, POWER TYPE  
Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.
- 2.5.14 CATEGORY 14: WINDOW COVERINGS  
Blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.
- 2.5.15 CATEGORY 15: HOSPITALITY  
Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.
- 2.5.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT  
Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.
- 2.5.17 CATEGORY 17: MISCELLANEOUS  
Kitchen and bath cabinets, shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), safes, packaging supplies, communication supplies, electrical supplies, lighting supplies, and flooring.
- 2.5.18 CATEGORY 18: IN STORE SERVICES  
Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment etc.



2.5.19 CATEGORY 19: INDUSTRIAL PRODUCTS/SERVICES

Bearings, motors, fluid sealing, gearing, power transmissions, pumps, hose fabrication, hydraulic repair, gearbox repair, rubber services, conveyor systems, and other industrial products and services.

2.6 PRODUCT ORDERING:

2.6.1 Contractors complete product line (Retail or Wholesale) shall be available for internet ordering 24/7.

2.6.2 Products may be ordered by any of the following methods:

Internet  
Will Call (Phone or FAX order)  
POS (Point-of-sale)

2.7 PRODUCT PRICING:

2.7.1 Retail:

Pricing shall be a fixed percentage (%) off *marked price* at the POS; not a per cent off *list*. The County will consider other retail pricing options (ex. Rebate on gross sales).

2.7.2 Wholesale:

Pricing shall be a fixed percentage (%) off catalog pricing by Product Category (§2.6 above). The County will consider other retail pricing options (ex. Rebate on gross sales).

2.8 REBATE ON SALES:

If this pricing option is offered, describe your firm's ability to provide this service.

2.9 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access an on-line wholesale catalog reflecting contract pricing of all products. Describe your firm's ability to provide this service.

2.10 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING:

2.10.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

2.10.2 All quotations shall be for a "not to exceed" amount.

2.10.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.11 SUPPLIER MANAGED INVENTORY (CONSIGNMENT):

Describe your firm's ability to provide this service.

2.12 SALES REPORTING:

Describe your firm's ability to provide detailed management reporting by Participating Public Agency. Identify the level(s) (Agency, Division, Department, Individual) of reporting detail available in the following categories:

- 2.12.1 Sales Dollars
- 2.12.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes
- 2.12.3 Procurement card (MasterCard or Visa brand)

2.13 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.14 USAGE REPORT:

Upon request, the Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.15 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.16 WARRANTY:

All repair and renovation services performed by the Contractor shall carry a one (1) year workmanship warranty and all manufacturers' product warranties shall be passed on to the end customer.

2.17 INVOICES AND PAYMENTS (PURCHASE ORDER):

2.17.1 The Respondent shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County or Participating Public Agency purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of Purchase (services)
- Pricing per unit of service
- Extended price
- Total Amount Due

2.17.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.17.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Supplier Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Supplier Registration Form located on the County Department of Finance Supplier Registration Web Site ([www.maricopa.gov/finance/Suppliers](http://www.maricopa.gov/finance/Suppliers)).

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2.17.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.18 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.19 TAX: (COMMODITIES)

Tax shall not be levied against commodities. Sales/use tax will be determined by County. Tax will not be used in determining low price.

2.20 DELIVERY, FREIGHT REQUIREMENTS:

2.20.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

2.20.2 Should a Participating Public Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Participating Public Agency.

2.20.3 The Proposer shall retain control for carrier selection and payment of freight charges of all goods until received by the requesting Participating Public Agency and the contract coverage completed. The Proposer shall also file all claims for visible or concealed damage. The Participating Public Agency will notify the Proposer of any damaged goods and shall assist the Proposer in arranging for inspection of the goods.

2.20.4 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.

2.20.5 Shipping and handling fees are allowable to destinations outside the continental U.S.

2.20.6 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.20.6.1 Contract Serial number

2.20.6.2 Contractor's name and address

2.20.6.3 Participating Public Agency's name and address

2.20.6.4 Participating Public Agency's purchase order number

2.20.6.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable

2.21 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Request for Proposal is for awarding a firm, fixed discount pricing contract to cover a three (3) year term.

3.2 OPTION TO RENEW CONTRACT:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, or other specified length options, [or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration]. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 RETAIL PRICE ADJUSTMENTS:

**Retail prices or Discounts discounts off marked price prices** at point-of-sale (POS) are permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable pricing adjustments shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts, County shall issue written approval of the changes.

3.4 WHOLESALE PRICE ADJUSTMENTS:

**Catalog prices or Discounted pricing discounts based on off** the Contractor's current published catalog pricing ~~is~~**are** permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable adjustments to catalog category discounts shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts offered by category, County shall issue written approval of the changes.

3.5 INDEMNIFICATION:

3.5.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.5.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.5.3 The scope of this indemnification does not extend to the sole negligence of County.

3.6 INSURANCE REQUIREMENTS:

- 3.6.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 3.6.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 3.6.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.6.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.6.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.6.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.6.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.6.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.6.9 Commercial General Liability.  
  
Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.6.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.6.11 Workers' Compensation.

3.6.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

3.6.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.6.12 Certificates of Insurance.

3.6.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.6.12.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.6.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.6.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.7 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card (MasterCard), from time-to-time, to place or make payment for orders under the Contract. Respondents without this capability shall be considered non-responsive and not eligible for award consideration.

3.8 INTERNET CAPABILITY:

County intends to use the Internet to communicate and to place orders under this Contract. Respondents without this capability shall be considered non-responsive and not eligible for award consideration.

3.9 SUBCONTRACTING:

3.9.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.9.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.10 SCHEDULE OF EVENTS:

Request for Proposals Issued: 03/24/2011

Pre-Proposal Conference: 04/12/2011

Deadline for written questions is (2) business days after Pre-Proposal Conference. Questions will not be responded to prior to the Pre-Proposal Conference or after the (2) business day deadline has elapsed. All questions and answers shall be posted to [www.bidsync.com](http://www.bidsync.com) under the Q&A's tab for the solicitation and must be received by the end of business, **5:00 PM Arizona time (MST)**.

Proposals Opening Date: ~~04/29/2011~~ 05/06/2011

Deadline for submission of proposals is **2:00 P.M., Arizona Time (MST)**, on ~~April 29~~ **May 6, 2011**. All proposals must be received before 2:00 P.M., Arizona Time (MST), on the above date at the Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003.

Proposed review of Proposals and short list decision: 05/24/2011

Proposed Respondent presentations: (if required) 06/01/2011

Proposed selection and negotiation: 06/02/2011

Proposed Best & Final (if required) 06/17/2011

Proposed award of Contract: 07/29/2011

All responses to this Request for Proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the County.

3.11 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County  
Materials Management Department  
ATTN: Contract Administration  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

Administrative telephone inquiries shall be addressed to:

Charles Hinegardner, Procurement Officer, 602.506.6476  
([hinegardnerc@mail.maricopa.gov](mailto:hinegardnerc@mail.maricopa.gov))

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents shall provide their proposals in accordance with Section 3.15 as follows:

3.12.1 One (1) original hardcopy of all proposal documents.

3.12.2 One (1) CD or flash drive providing all proposal documents in Word, Excel (Attachments A, A-1, D, D-1, D-2, D-3, D-4 and E) and then the entire proposal document in PDF format.

3.12.3 Eight (8) CD's or flash drives providing the entire proposal in PDF format only.

3.12.4 Respondents shall address proposals identified with return address, serial number and title in the following manner:

Maricopa County  
Materials Management Department  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

SERIAL 11019 – RFP, MAINTENANCE, REPAIR, OPERATING SUPPLIES,  
INDUSTRIAL SUPPLIES, AND RELATED SERVICES

3.12.5 Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the RFP closing date.

3.13 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of 11019-RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 11019-RFP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL 11019-RFP," shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, determine the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

3.14 GENERAL CONTENT:

3.14.1 The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

3.14.2 The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this Request for Proposal but should outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.



3.15 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposal hardcopy must be submitted in binders and have sections tabbed as below: ~~(Responses are limited to 200 pages, single sided, 10 point font type).~~

3.15.1 Table of Contents

3.15.2 Letter of Transmittal (Exhibit 2)

3.15.3 Executive Summary – This section shall contain an outline of the general approach utilized in the proposal.

3.15.4 Proposal – This section should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing respondent's best offer.

3.15.5 Qualifications – This section shall describe the respondent's ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.

3.15.6 Proposal exceptions

3.15.7 Attachments A and A-1 (Pricing)

3.15.8 Attachment B (Agreement Page)

3.15.9 Attachments C and C-1(References)

3.15.10 Attachments D, D-1 D-2 and D-3, D-4 (Price Analyses)

3.15.11 Attachment E (Retail Stores and Warehouse Locations)

3.15.12 Exhibit 3 Responses:

3.15.12.1 Completed and signed Supplier Qualification Worksheet for National Program Consideration

3.15.12.2 Required Supplier Information. (Four [4] pages)

3.15.13 Exhibit 5 – Administration Agreement signed, unaltered (Eleven [11] pages)

3.15.14 Exhibit 6 – Administration Agreement – Canada (If Applicable) (Two [2] pages)

3.15.15 Required Submittals:

3.15.15.1 Section 2.8 – Rebate on Sales

3.15.15.2 Section 2.9 – On-Line Catalog Discount

3.15.15.3 Section 2.4.6 - Services

3.16 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Evaluation Committee shall be appointed, chaired by the Procurement Officer to evaluate each Proposal. At the County's option, Respondents may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria.

- 3.16.1 Proven experience of the firm's success in providing Maintenance, Repair, Operating Supplies, Industrial Supplies and Related Services on a nationwide and local basis in a timely manner.
- 3.16.2 Depth of response to PROPOSAL and QUALIFICATIONS of work outlined in Section 2 of this Solicitation.
- 3.16.3 Depth of response to SUPPLIER QUALIFICATIONS and SUPPLIER INFORMATION (EXHIBIT 3).
  - 3.16.3.1 Company profile – The ability for the company to provide positive references; demonstrate its reputation in the marketplace, experience, capability, and financial stability.
  - 3.16.3.2 Distribution – The ability of your firm to distribute products nationwide.
  - 3.16.3.3 Marketing – The firm's marketing plan to promote this contractual agreement to Participating Public Agencies nationwide.
  - 3.16.3.4 Products – The firm's ability to provide products by the major categories set forth in Section 2 of this Solicitation.
  - 3.16.3.5 Services – The firm's ability to provide services as set forth in Section 2 of this Solicitation.
  - 3.16.3.6 Administration – The firm's ability to administer the contract nationwide.
  - 3.16.3.7 Staffing Plan – The ability of your firm to dedicate personnel for this contract.
  - 3.16.3.8 Environmental – The firm's environmental initiatives.
- 3.16.4 Distribution capabilities and the quantity and location of wholesale distribution centers and/or retail stores (ATTACHMENT E.)
- 3.16.5 Products and services offerings. Identify the specific PRODUCT CATEGORIES the firm is capable of providing without subcontracting.
- 3.16.6 Product Price Analyses (ATTACHMENTS D, D-1 D-2 D-3, and D-4)
- 3.17 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:
  - 3.17.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
    - 3.17.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
    - 3.17.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.17.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.17.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.17.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Proposal.

3.17.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.18 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.18.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the e-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

3.18.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.18.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

3.19.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.19.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.20 CONTRACTOR LICENSE REQUIREMENT:

3.20.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

3.20.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.21 POST AWARD MEETING:

The successful Respondent(s) shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

**NOTE 1: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY'S PROCUREMENT ADMINISTRATIVE INFORMATION AND SAMPLE CONTRACT DOCUMENT PRIOR TO SUBMITTING A PROPOSAL. FOR THIS INFORMATION, GO TO: [www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp](http://www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp)**

**NOTE 2: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSAL.**

**ATTACHMENT A**

**RETAIL PRICING**

SEE EXCEL FILE 11019-ATTACHMENT A RETAIL PRICING

**ATTACHMENT A-1**

**WHOLESALE PRICING**

SEE EXCEL FILE 11019-ATTACHMENT A-1 WHOLESALE PRICING

ATTACHMENT B

AGREEMENT

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

**BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.**

Small Business Enterprise (SBE)

---

RESPONDENT (FIRM) SUBMITTING PROPOSAL

---

FEDERAL TAX ID NUMBER

---

DUNS #

---

PRINTED NAME AND TITLE

---

AUTHORIZED SIGNATURE

---

ADDRESS

---

TELEPHONE

---

FAX #

---

CITY

---

STATE

---

ZIP

---

DATE

---

WEB SITE

---

EMAIL ADDRESS

ATTACHMENT C

PRODUCTS

RESPONDENT'S REFERENCES

RESPONDENT SUBMITTING PROPOSAL: \_\_\_\_\_

1. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

4. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

5. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_



ATTACHMENT C-1

INSTALLATION, REPAIR and RENOVATION SERVICES

RESPONDENT'S REFERENCES

**NOTE:** PROVIDE AT LEAST THREE (3) PUBLIC AGENCY REFERENCES FOR WHICH THESE SERVICES HAVE BEEN PERFORMED. ALSO PROVIDE THE AGENCY'S CONTRACT NUMBER UNDER WHICH THE SERVICES WERE PERFORMED.

RESPONDENT SUBMITTING PROPOSAL: \_\_\_\_\_

1. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ E- MAIL ADDRESS: \_\_\_\_\_

PROVIDE ON A SEPARATE SHEET A DESCRIPTION OF THE PRODUCTS PROVIDED AND SERVICES PERFORMED, TOTAL DOLLAR AMOUNT OF PRODUCT AND TOTAL DOLLAR AMOUNT OF SERVICES PERFORMED.

2. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

PROVIDE ON A SEPARATE SHEET A DESCRIPTION OF THE PRODUCTS PROVIDED AND SERVICES PERFORMED, TOTAL DOLLAR AMOUNT OF PRODUCT AND TOTAL DOLLAR AMOUNT OF SERVICES PERFORMED.

3. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

PROVIDE ON A SEPARATE SHEET A DESCRIPTION OF THE PRODUCTS PROVIDED AND SERVICES PERFORMED, TOTAL DOLLAR AMOUNT OF PRODUCT AND TOTAL DOLLAR AMOUNT OF SERVICES PERFORMED.

**ATTACHMENT D**

**WHOLESALE RESIDENTIAL/COMMERCIAL PRODUCT PRICE ANALYSIS**

SEE EXCEL FILE 11019-ATTACHMENT D WHOLESALE RESIDENTIAL/COMMERCIAL PRODUCT PRICE ANALYSIS

**ATTACHMENT D-1**

**RETAIL RESIDENTIAL/COMMERCIAL PRODUCT PRICE ANALYSIS**

SEE EXCEL FILE 11019-ATTACHMENT D-1 RETAIL RESIDENTIAL/COMMERCIAL PRODUCT PRICE ANALYSIS

**ATTACHMENT D-2**

**WHOLESALE INDUSTRIAL PRODUCT PRICE ANALYSIS**

SEE EXCEL FILE 11019-ATTACHMENT D-2 WHOLESALE INDUSTRIAL PRODUCT PRICE ANALYSIS

**ATTACHMENT D-3**

**RETAIL INDUSTRIAL PRODUCT PRICE ANALYSIS**

SEE EXCEL FILE 11019-ATTACHMENT D-3 RETAIL INDUSTRIAL PRODUCT PRICE ANALYSIS

**ATTACHMENT D-4**

**PRICING FOR ALL PRODUCTS OFFERED**

SEE EXCEL FILE 11019-ATTACHMENT D-4 PRICING FOR ALL PRODUCTS OFFERED

**ATTACHMENT E**

**RETAIL STORES AND WAREHOUSE LOCATIONS**

SEE EXCEL FILE 11019-ATTACHMENT E RETAIL STORES AND WAREHOUSE LOCATIONS

EXHIBIT 1

SUPPLIER REGISTRATION PROCEDURES

BidSync.com Registration is FREE and REQUIRED for all Suppliers.

Register On-line at

[www.bidsync.com/SupplierRegister?ac=register&preselected\\_plan=free&](http://www.bidsync.com/SupplierRegister?ac=register&preselected_plan=free&)

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

For assistance, please contact BidSync Supplier Support Department via phone or email, during regular business hours: 1-800-990-9339 or [agency-support@BidSync.com](mailto:agency-support@BidSync.com)



EXHIBIT 2

SAMPLE TRANSMITTAL LETTER

(To be typed on the letterhead of Offeror)

Maricopa County  
Materials Management Department  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

Re: RFP Number – 11019

To Whom It May Concern:

(NAME OF COMPANY) (Herein referred to as the "RESPONDENT"), hereby submits its response to your Request for Proposal dated \_\_\_\_\_, and agrees to perform as proposed in their proposal, if awarded the contract. The Respondent shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before \_\_\_\_\_ if you should desire to accept this proposal.

Very truly yours,

\_\_\_\_\_  
NAME (please print)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE (please print)

## EXHIBIT 3

SUPPLIER QUALIFICATIONS

## SUPPLIERS

**Commitments**

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

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

- (a) **Corporate**. Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.
  - (i) The pricing, terms and conditions of the Master Agreement shall be Supplier's primary offering to Public Agencies.
  - (ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.
  - (iii) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
  - (iv) Supplier shall provide a national/senior management account 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.
  - (v) Supplier shall demonstrate in its request for proposal ("RFP") or invitation to bid ("ITB") response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.
  - (vi) Supplier's field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier's options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier's sales representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency's objection, Supplier is permitted to pursue other options.
  - (vii) In states where Supplier has an existing state contract or cooperative contract, 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 counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education

institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.

- (viii) During the term of the Agreement, Supplier shall not, without the prior written consent of U.S. Communities, enter into an agreement or renew an existing agreement with any Multi-State Purchasing Cooperative, other than U.S. Communities, for the purpose of offering Products and Services to Public Agencies through such Multi-State Purchasing Cooperative. A Multi-State Purchasing Cooperative is defined as any purchasing cooperative that administers contracts to Public Agencies in more than five (5) states that are competitively solicited by the purchasing cooperative itself or another Public Agency for the purpose of providing other Public Agencies access to the competitively solicited contracts.
  
- (b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.
  - (i) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall be required to match that lower pricing for customers 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 under the U.S. Communities contract 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.
  - (ii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.
  - (iii) Supplier's Options in Responding to a Third Party RFP or ITB. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts 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.
  - (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.
  - (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.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.
- (d) **Sales.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.
- (i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's goods 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 shall provide Supplier with its logo and the standards to be employed in the use of the logo. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
  - (ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.
  - (iii) **Sales Force Training.** Supplier shall be responsible for the training of its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

- (iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:
  - (A) A dedicated U.S. Communities internet web-based homepage containing:
    - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
    - (2) Copy of original request for proposal or invitation to bid;
    - (3) Copy of Master Agreement including any amendments;
    - (4) Summary of products and 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 enquiries regarding U.S. Communities.
  - (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
- (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

**U.S. Communities Administration Agreement**

The Supplier is required to execute, unaltered, the U.S. Communities Administration Agreement (attached hereto as EXHIBIT 5) 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 WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

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

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 \_\_\_

Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?

YES \_\_\_ NO \_\_\_

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 \_\_\_

Did your company have sales greater than \$100 million last year?

YES \_\_\_ NO \_\_\_

Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?

YES \_\_\_ NO \_\_\_

Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?

YES \_\_\_ NO \_\_\_

Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?

YES \_\_\_ NO \_\_\_

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 \_\_\_

Will your company commit to the following program implementation schedule?

YES \_\_\_ NO \_\_\_

Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?

YES \_\_\_ NO \_\_\_

Does your company agree to not pursue additional national or multi-state cooperative contracts during the contract period?

YES \_\_\_ NO \_\_\_

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Submitted by:

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

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



| New Supplier Implementation Checklist                             | Target Completion After Award |
|---|-------------------------------|
| Product upload to U.S. Communities site                           | Four Weeks                    |
| <b>9. Sales Training &amp; Roll Out</b>                           |                               |
| 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                                    |                               |
| <b>10. Marketing</b>  |                               |
| General announcement  |                               |
| 1 Page Summary with Supplier contacts                             |                               |
| Branding of program   |                               |
| Supplier handbook   |                               |
| Announcement to AB and Sponsors                                   |                               |
| <b>11. Green Initiative</b>                                       |                               |
| 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 tradeshow   |                               |
| - 3rd Party green Suppliers                                       |                               |

**EXHIBIT 3**

**SUPPLIER INFORMATION**

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

**Company**

1. Total number and location of sales persons employed by your company in the United States;
2. Number and location of distribution outlets in the United States (ATTACHMENT E)
3. Number and location of support centers ;
4. Annual sales for 2008, 2009 and 2010 in the United States; Sales reporting should be segmented into the following categories:

| <b>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2008, 2009, AND 2010</b> |                   |                   |                   |
|---|-------------------|-------------------|-------------------|
| <b>Segment</b>  | <b>2008 Sales</b> | <b>2009 Sales</b> | <b>2010 Sales</b> |
| Cities  |                   |                   |                   |
| Counties  |                   |                   |                   |
| K-12 (Pubic/Private)  |                   |                   |                   |
| Higher Education (Public/Private)   |                   |                   |                   |
| States  |                   |                   |                   |
| Other Public Sector and Nonprofits  |                   |                   |                   |
| Federal   |                   |                   |                   |
| Private Sector  |                   |                   |                   |
| <b>Total Supplier Sales</b>   |                   |                   |                   |

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
6. Number and location of retail stores (if applicable)
7. Provide a list with contact information of your company’s ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided. Provide a list with contact information of five public agency customers that your company has lost in the last twelve months.

**Distribution**

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company’s distribution facilities, warehouses and retail network as applicable.
5. State the company’s standard delivery time and any options, including desktop delivery costs, for expediting delivery and return policies.
6. State restocking fees for products returned after thirty days.

**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**

1. Provide a description of the Products to be provided by the major product category set forth in Section 2.0 of the RFP. The primary objective is for each Supplier to provide its complete product offering 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 2.0. If less than 98% guaranteed fill rate, specify fill rate and explain how you can achieve 98%.
4. Specify guaranteed fill rate by product category specified in Section 2.0.
5. State backorder policy. Do you fill or kill order and require Agency to reorder if item is backordered?
6. 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 MRO products.

**Services**

1. Provide a description of the Services to be provided in Section 2.0 of the RFP. The primary objective is for each Supplier to provide its complete range of services so that Participating Public Agencies may utilize as appropriate for their needs.
2. List the states where the Supplier is licensed to do business.
3. Describe those services that are performed by your company versus those that are performed by subcontractors.
4. Describe the process and requirements of qualifying in-house personnel and subcontractors who will be performing services for your company. Include details on the types of background screening performed and any other required qualifications.

5. Describe your ongoing quality control processes to ensure qualified in-house personnel and subcontractors.
6. If Supplier offers installation services or renovation services, provide 3 references of Public Agencies for which services have been performed. Include complete contact information, a description of products provided and services performed, total dollar amount of product and total dollar amount of services performed.

**Administration**

1. Describe your company's capacity to employ EDI, telephone, Internet, 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 the state of e-commerce within your company and detail how Participating Public Agencies can benefit from your approach. Please document your company's level of expertise with the following software; Peoplesoft, Lawson, Oracle, School Dude and all others your company has successfully interfaced with a public agency. List, by software supplier, the following information: name of public agency, software system used, "go-live" date, net amount of total sales per Calendar Year sine "go-live", and percentage of sales being processed exclusively via Internet/EDX (paperless) ordering. Include, by public agency, any enhancement, such as e-mail order acknowledgement and on-line order/tracking ability.
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.

EXHIBIT 4

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate (“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 and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, a number of Suppliers have entered into Master Agreements 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 a procuring party will make timely payments to the 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 procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

**SERIAL 11019-RFP**

8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

**EXHIBIT 5**

**ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT ("Agreement") is made as of \_\_\_\_\_, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and \_\_\_\_\_ ("Supplier").

**RECITALS**

WHEREAS, \_\_\_\_\_ ("Lead Public Agency") has entered into a certain Master Agreement dated as of \_\_\_\_\_, referenced as Agreement No. \_\_\_\_\_, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of \_\_\_\_\_ (the "Products & Services");

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

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

WHEREAS, U.S. Communities serves 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 Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- 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, remarketer, 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, any Participating Public Agency, or any employee of Lead Public Agency or a Participating 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.S. Communities' Representations and Covenants.
- (a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), Association of School Business Officials (ASBO) and National Institute of Government Purchasing (NIGP) (collectively, the "Founding Co-Sponsors") 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 tradeshow and by providing online tools to Supplier's sales force.
- (b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), U.S. Communities shall 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 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating

Public Agencies (such representations and covenants are sometimes referred to as “Supplier’s Commitments” and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

- (a) **Corporate.** Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier’s senior executive management.
  - (i) The pricing, terms and conditions of the Master Agreement shall be Supplier’s primary offering to Public Agencies.
  - (ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.
  - (iii) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
  - (iv) Supplier shall provide a national/senior management account 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.
  - (v) Supplier shall demonstrate in its request for proposal (“RFP”) or invitation to bid (“ITB”) response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.
  - (vi) Supplier’s field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier’s options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier’s sales representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency’s objection, Supplier is permitted to pursue other options.
  - (vii) In states where Supplier has an existing state contract or cooperative contract, 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 counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.
  - (viii) During the term of the Agreement, Supplier shall not, without the prior written consent of U.S. Communities, enter into an agreement or renew an existing agreement with any Multi-State Purchasing Cooperative, other than U.S. Communities, for the purpose of offering Products and Services to Public

Agencies through such Multi-State Purchasing Cooperative. A Multi-State Purchasing Cooperative is defined as any purchasing cooperative that administers contracts to Public Agencies in more than five (5) states that are competitively solicited by the purchasing cooperative itself or another Public Agency for the purpose of providing other Public Agencies access to the competitively solicited contracts.

(b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.

(i) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall be required to match that lower pricing for customers 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 under the U.S. Communities contract 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.

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

(iii) **Supplier's Options in Responding to a Third Party RFP or ITB.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts 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.
  - (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.
  - (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.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.
- (d) **Sales.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.
- (i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's goods 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 shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
  - (ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.
  - (iii) **Sales Force Training.** Supplier shall be responsible for the training of its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.
  - (iv) **Participating Public Agency Access.** Supplier shall establish the following communication links to facilitate customer access and communication:

- (A) A dedicated U.S. Communities internet web-based homepage containing:
  - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
  - (2) Copy of original request for proposal or invitation to bid;
  - (3) Copy of Master Agreement including any amendments;
  - (4) Summary of products and pricing;
  - (5) Electronic link to U.S. Communities' online registration page; and
  - (6) Other promotional material as requested by U.S. Communities.
- (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
- (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
- (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

3.4 Breach of Supplier's Representations, Warranties and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance. Failure by Supplier to cure such violation or non-compliance within ninety (90) days shall result in termination of 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. 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 **Administrative Fees.** Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of (a) two percent (2%) of aggregate purchases made during the month which comprise annual sales of the first \$340,000,000.00; and then (b) two and one-half percent (2.5%) of aggregate purchases made during the month which comprise annual sales exceeding \$340,000,000.00 (individually and collectively, “Administrative Fees”). Supplier’s annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by check or 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 **Sales Reports.** Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month (“Sales Report”). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. 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 **Exception Reporting/Sales Reports Audits.** U.S. Communities or its designee may, at its sole discretion, compare Supplier’s Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to 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 **Online Reporting.** 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:

| <b>Report Name</b>                     | <b>Follow up with U.S. Communities</b> |
|--|--|
| 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
- (iii) State Comparison Sales Report
- (v) Advisory Board Usage Report
- (iv) Various Agency Type Comparison Reports
- (vii) Sales Report Builder

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

## ARTICLE VI

### MISCELLANEOUS

- 6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- 6.2 Attorney's Fees. 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 Assignment.
- (a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.
  - (b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.
- 6.4 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities: U.S. Communities  
2033 N. Main Street, Suite 700  
Walnut Creek, California 94596  
Attn: Program Manager Administration

Lead Public Agency: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Supplier: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: U.S. Communities Program Manager

- 6.5 **Severability.** If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.
- 6.6 **Waiver.** Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.
- 6.7 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 6.8 **Modifications.** This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.
- 6.9 **Governing Law; Arbitration.** This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from 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 forthwith. The mediation may continue, if the parties so agree, after the



appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

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

*[Remainder of Page Intentionally Left Blank – Signatures Follow]*

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By \_\_\_\_\_

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

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

Supplier:

\_\_\_\_\_

By \_\_\_\_\_

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

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

APPENDIX A

MASTER AGREEMENT BETWEEN MARICOPA COUNTY AND AWARDED CONTRACTOR(S)

(To Be Attached Upon Finalization)

APPENDIX B

SALES REPORT FORMAT

Exhibit B - US (Data Format)

| Sales Report Template |             |              |                             |                |                           |             |       |       |             |      |       |          |
|-----------------------|-------------|--------------|-----------------------------|----------------|---------------------------|-------------|-------|-------|-------------|------|-------|----------|
| TIN                   | Supplier ID | Account No.  | Agency Name                 | Dept Name      | Address                   | City        | State | Zip   | Agency Type | Year | Month | Amount   |
| 956000735             | 144         | 89518997     | CITY OF LA/MGMT EMPL SVCS   | Purchasing     | 555 RAMIREZ ST STE 312    | LOS ANGELES | CA    | 90012 | 20          | 2008 | 4     | 1525.50  |
| 956000222             | 144         | 34868035     | LOS ANGELES COUNTY          | Facilities     | 350 S FIGUEROA ST STE 700 | LOS ANGELES | CA    | 90071 | 30          | 2008 | 4     | 1603.64  |
| 956000735             | 144         | 89496461     | CITY OF LAVENVIRON AFFAIR   | Purchasing     | 555 RAMIREZ ST STE 312    | LOS ANGELES | CA    | 90012 | 20          | 2008 | 4     | 1625.05  |
| 956000735             | 144         | 89374835     | CITY OF LA/COMMUNITY DEV    | Purchasing     | 555 RAMIREZ ST STE 312    | LOS ANGELES | CA    | 90012 | 20          | 2008 | 4     | 45090.79 |
| 066002010             | 144         | 328NA0001053 | GROTON TOWN OF PUBLIC WORKS | Water          | 123 A ST                  | GROTON      | CT    | 06340 | 20          | 2008 | 4     | 318.00   |
| 066001854             | 144         | 328NA0001051 | GROTON CITY OF              | Administration | 123 A ST                  | GROTON      | CT    | 06340 | 20          | 2008 | 4     | 212.00   |

| SALES REPORT DATA FORMAT |           |          |                                       |   |
|--------------------------|-----------|----------|---------------------------------------|---|
| Column Name              | Data Type | Length   | Example                               | Comment   |
| TIN                      | Text      | 9        | 956000735, 066001854                  | No Dash, Do not omit leading zero.                |
| Supplier ID              | Number    | 3        | 111, 110, 116                         | See Supplier ID 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 not omit leading zero, Valid zip code |
| Agency Type              | Number    | 2        | 20, 30, 31                            | See Agency Type 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 decimal point, no \$ sign or commas     |

| Agency Type Table |                              |
|-------------------|------------------------------|
| Agency Type ID    | Agency Type Description      |
| 10                | K-12                         |
| 11                | Community College            |
| 12                | College and University       |
| 20                | City                         |
| 21                | City Special District        |
| 22                | Consolidated City/County     |
| 30                | County                       |
| 31                | County Special District      |
| 80                | State Agency                 |
| 81                | Independent Special District |
| 82                | Non-Profit                   |
| 84                | Other                        |
| 99                | Unknown                      |

EXHIBIT 6

ADMINISTRATION AGREEMENT ADDENDUM

AFFILIATE PROGRAMS

U.S. Communities recently established Canadian Communities, an affiliate program in Canada which offers certain qualified contract awards. U.S. Communities shall continue to explore other practical international opportunities based upon the capacity of its contract suppliers to efficiently serve Public Agencies internationally.

Understanding that Supplier may not have the capacity or desire to participate in Canadian Communities or other affiliate programs, U.S. Communities offers these opportunities on a voluntary basis to Supplier.

The terms, conditions and commitments outlined and agreed upon in the U.S. Communities Administration Agreement shall be applied to Canadian Communities and any other international opportunities.

\_\_\_\_\_ Supplier wishes to participate in Canadian Communities and other international opportunities, currently has the capacity to serve Canadian Public Agencies, and agrees to abide by the terms, conditions and commitments of the executed U.S. Communities Administration Agreement. Supplier to provide additional information requested in Canadian Communities Supplier Information section of this solicitation.

\_\_\_\_\_ Supplier does not wish to participate in Canadian Communities or other international opportunities.

SUPPLIER:

\_\_\_\_\_,  
a \_\_\_\_\_

By \_\_\_\_\_

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

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

**ADMINISTRATION AGREEMENT**

**CANADIAN COMMUNITIES**  
**SUPPLIER INFORMATION**

If you checked that Supplier wishes to participate in Canadian Communities on the Administration Agreement Addendum, Affiliate Programs, provide the following additional information.

**Company**

1. Total number and location of sales persons employed by your company in Canada;
2. Number and location of distribution outlets in Canada (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales in Canada for 2008, 2009, and 2010.

**Pricing**

Provide a separate pricing file of products offered in Canada utilizing appropriate units of measure offered by Supplier.

**EXHIBIT 7**

**STATE NOTICE ADDENDUM**

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

**Nationwide:**

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

**Other states:**

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

**Registered Cities, Towns, Villages and Boroughs in OR**

- 1 CEDAR MILL COMMUNITY LIBRARY
- 2 CITY COUNTY INSURANCE SERVICES
- 3 CITY OF ADAIR VILLAGE
- 4 CITY OF ALBANY
- 5 CITY OF ASHLAND
- 6 CITY OF ASTORIA OREGON
- 7 CITY OF AUMSVILLE
- 8 CITY OF AURORA
- 9 CITY OF BEAVERTON
- 10 CITY OF BOARDMAN
- 11 CITY OF BURNS
- 12 CITY OF CANBY
- 13 CITY OF CANNON BEACH OR
- 14 CITY OF CANYONVILLE
- 15 CITY OF CENTRAL POINT POLICE DEPARTMENT
- 16 CITY OF CLATSKANIE
- 17 CITY OF COBURG
- 18 CITY OF CONDON
- 19 CITY OF COOS BAY
- 20 CITY OF CORVALLIS
- 21 CITY OF COTTAGE GROVE
- 22 CITY OF CRESWELL
- 23 CITY OF DALLAS
- 24 CITY OF DAMASCUS
- 25 CITY OF DUNDEE
- 26 CITY OF EAGLE POINT
- 27 CITY OF ECHO
- 28 CITY OF ESTACADA
- 29 CITY OF EUGENE
- 30 CITY OF FAIRVIEW
- 31 CITY OF FALLS CITY
- 32 CITY OF GATES
- 33 CITY OF GEARHART
- 34 CITY OF GERVAIS
- 35 CITY OF GOLD HILL
- 36 CITY OF GRANTS PASS

- 37 CITY OF GRANTS PASS
- 38 CITY OF GRESHAM
- 39 CITY OF HALSEY
- 40 CITY OF HAPPY VALLEY
- 41 CITY OF HILLSBORO
- 42 CITY OF HOOD RIVER
- 43 CITY OF JOHN DAY
- 44 CITY OF KLAMATH FALLS
- 45 CITY OF LA GRANDE
- 46 CITY OF LAKE OSWEGO
- 47 CITY OF LAKESIDE
- 48 CITY OF LEBANON
- 49 CITY OF LINCOLN CITY
- 50 CITY OF MALIN
- 51 CITY OF MCMINNVILLE
- 52 CITY OF MEDFORD
- 53 CITY OF MILL CITY
- 54 CITY OF MILLERSBURG
- 55 CITY OF MILWAUKIE
- 56 City of Monmouth
- 57 CITY OF MORO
- 58 CITY OF MOSIER
- 59 CITY OF NEWBERG
- 60 CITY OF NORTH PLAINS
- 61 CITY OF OREGON CITY
- 62 CITY OF PHOENIX
- 63 CITY OF PILOT ROCK
- 64 CITY OF PORT ORFORD
- 65 CITY OF PORTLAND
- 66 CITY OF POWERS
- 67 CITY OF PRAIRIE CITY
- 68 CITY OF REDMOND
- 69 CITY OF REEDSPORT
- 70 CITY OF RIDDLE
- 71 CITY OF SALEM
- 72 CITY OF SANDY
- 73 CITY OF SANDY
- 74 CITY OF SCAPPOOSE
- 75 CITY OF SEASIDE
- 76 CITY OF SHADY COVE
- 77 CITY OF SHERWOOD
- 78 CITY OF SILVERTON
- 79 CITY OF SPRINGFIELD
- 80 CITY OF ST. PAUL
- 81 CITY OF STAYTON
- 82 CITY OF TIGARD, OREGON
- 83 City of Troutdale
- 84 CITY OF TUALATIN, OREGON
- 85 CITY OF WARRENTON
- 86 CITY OF WEST LINN/PARKS
- 87 CITY OF WILSONVILLE



- 88 CITY OF WINSTON
- 89 CITY OF WOOD VILLAGE
- 90 CITY OF WOODBURN
- 91 CITY OF YACHATS
- 92 FLORENCE AREA CHAMBER OF COMMERCE
- 93 GASTON RURAL FIRE DEPARTMENT
- 94 GLADSTONE POLICE DEPARTMENT
- 95 Hermiston Fire & Emergency Svcs
- 96 HOUSING AUTHORITY OF THE CITY OF SALEM
- 97 KEIZER POLICE DEPARTMENT
- 98 LEAGUE OF OREGON CITIES
- 99 MALIN COMMUNITY PARK AND RECREATION DISTRICT
- 100 METRO
- 101 MONMOUTH - INDEPENDENCE NETWORK
- 102 North Lincoln Fire & Rescue #1
- 103 PORTLAND DEVELOPMENT COMMISSION
- 104 RAINIER POLICE DEPARTMENT
- 105 RIVERGROVE WATER DISTRICT
- 106 St. Helens, City of
- 107 SUNSET EMPIRE PARK AND RECREATION
- 108 THE CITY OF NEWPORT
- 109 THE NEWPORT PARK AND RECREATION CENTER
- 110 TILLAMOOK PEOPLES UTILITY DISTRICT
- 111 Tillamook Urban Renewal Agency
- 112 TUALATIN VALLEY FIRE & RESCUE
- 113 WEST VALLEY HOUSING AUTHORITY

**Registered 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 DOUGLAS COUNTY
- 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 Josephine County Sheriff
- 29 KLAMATH COUNTY VETERANS SERVICE OFFICE
- 30 LAKE COUNTY
- 31 LANE COUNTY
- 32 LINCOLN COUNTY
- 33 LINN COUNTY
- 34 MARION COUNTY , SALEM, OREGON
- 35 MARION COUNTY FIRE DISTRICT #1
- 36 MORROW COUNTY
- 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
- 43 POLK COUNTY
- 44 PORT OF BANDON
- 45 PORT OF UMPQUA
- 46 SANDY FIRE DISTRICT NO. 72
- 47 SHERMAN COUNTY
- 48 UMATILLA COUNTY, OREGON
- 49 UNION COUNTY
- 50 WALLOWA COUNTY
- 51 WASCO COUNTY
- 52 WASHINGTON COUNTY
- 53 YAMHILL COUNTY
- 54 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

**Registered 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
- 24 ROGUE COMMUNITY COLLEGE
- 25 SOUTHWESTERN OREGON COMMUNITY COLLEGE
- 26 TILLAMOOK BAY COMMUNITY COLLEGE
- 27 UMPQUA COMMUNITY COLLEGE
- 28 WESTERN STATES CHIROPRACTIC COLLEGE
- 29 WILLAMETTE UNIVERSITY

**Registered K-12 in OR**

- 1 Amity School District 4-J
- 2 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
- 3 ARLINGTON SCHOOL DISTRICT NO. 3
- 4 ASTORIA SCHOOL DISTRICT 1C
- 5 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
- 6 BAKER SCHOOL DISTRICT 5-J
- 7 BANDON SCHOOL DISTRICT
- 8 BANKS SCHOOL DISTRICT
- 9 BEAVERTON SCHOOL DISTRICT
- 10 BEND / LA PINE SCHOOL DISTRICT
- 11 BEND-LA PINE SCHOOL DISTRICT
- 12 BROOKING HARBOR SCHOOL DISTRICT NO.17-C
- 13 CANBY SCHOOL DISTRICT
- 14 CANYONVILLE CHRISTIAN ACADEMY
- 15 CASCADE SCHOOL DISTRICT
- 16 CASCADES ACADEMY OF CENTRAL OREGON
- 17 CENTENNIAL SCHOOL DISTRICT
- 18 CENTRAL CATHOLIC HIGH SCHOOL
- 19 CENTRAL POINT SCHOOL DISTRICT NO. 6
- 20 CENTRAL SCHOOL DISTRICT 13J
- 21 CLACKAMAS EDUCATION SERVICE DISTRICT
- 22 COOS BAY SCHOOL DISTRICT
- 23 COOS BAY SCHOOL DISTRICT NO.9
- 24 COQUILLE SCHOOL DISTRICT 8
- 25 COUNTY OF YAMHILL SCHOOL DISTRICT 29
- 26 CRESWELL SCHOOL DISTRICT
- 27 CROSSROADS CHRISTIAN SCHOOL
- 28 CULVER SCHOOL DISTRICT NO.
- 29 DALLAS SCHOOL DISTRICT NO. 2
- 30 DAVID DOUGLAS SCHOOL DISTRICT
- 31 DAYTON SCHOOL DISTRICT NO.8
- 32 DE LA SALLE N CATHOLIC HS
- 33 DESCHUTES COUNTY SD NO.6 - SISTERS SD
- 34 DOUGLAS COUNTY SCHOOL DISTRICT 116
- 35 DOUGLAS EDUCATION SERVICE DISTRICT
- 36 DUFUR SCHOOL DISTRICT NO.29
- 37 ELKTON SCHOOL DISTRICT NO.34
- 38 ESTACADA SCHOOL DISTRICT NO.108
- 39 FOREST GROVE SCHOOL DISTRICT
- 40 GASTON SCHOOL DISTRICT 511J
- 41 GEN CONF OF SDA CHURCH WESTERN OR

42 GERVAIS SCHOOL DIST. #1  
43 GLADSTONE SCHOOL DISTRICT  
44 GLENDALE SCHOOL DISTRICT  
45 GLIDE SCHOOL DISTRICT NO.12  
46 GRANTS PASS SCHOOL DISTRICT 7  
47 GREATER ALBANY PUBLIC SCHOOL DISTRICT  
48 GRESHAM-BARLOW SCHOOL DISTRICT  
49 HARNEY COUNTY SCHOOL DIST. NO.3  
50 HARNEY EDUCATION SERVICE DISTRICT  
51 HEAD START OF LANE COUNTY  
52 HERITAGE CHRISTIAN SCHOOL  
53 HIGH DESERT EDUCATION SERVICE DISTRICT  
54 hillsboro school district  
55 HOOD RIVER COUNTY SCHOOL DISTRICT  
56 JACKSON CO SCHOOL DIST NO.9  
57 JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
58 JEFFERSON SCHOOL DISTRICT  
59 KLAMATH FALLS CITY SCHOOLS  
60 LA GRANDE SCHOOL DISTRICT  
61 LAKE OSWEGO SCHOOL DISTRICT 7J  
62 LANE COUNTY SCHOOL DISTRICT 4J  
63 LANE COUNTY SCHOOL DISTRICT 69  
64 LEBANON COMMUNITY SCHOOLS NO.9  
65 LINCOLN COUNTY SCHOOL DISTRICT  
66 LINN CO. SCHOOL DIST. 95C - SCIO SD  
67 LIVINGSTONE ADVENTIST ACADEMY  
68 LOST RIVER JR/SR HIGH SCHOOL  
69 LOWELL SCHOOL DISTRICT NO.71  
70 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES  
71 MCMINNVILLE SCHOOL DISTRICT NO.40  
72 MEDFORD SCHOOL DISTRICT 549C  
73 MITCH CHARTER SCHOOL  
74 MOLALLA RIVER ACADEMY  
75 MOLALLA RIVER SCHOOL DISTRICT NO.35  
76 MONROE SCHOOL DISTRICT NO.1J  
77 MORROW COUNTY SCHOOL DISTRICT  
78 MT. ANGEL SCHOOL DISTRICT NO.91  
79 MT.SCOTT LEARNING CENTERS  
80 MULTISENSORY LEARNING ACADEMY  
81 MULTNOMAH EDUCATION SERVICE DISTRICT  
82 MYRTLE POINT SCHOOL DISTRICT NO.41  
83 NEAH-KAH-NIE DISTRICT NO.56  
84 NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
85 NOBEL LEARNING COMMUNITIES  
86 NORTH BEND SCHOOL DISTRICT 13  
87 NORTH CLACKAMAS SCHOOL DISTRICT  
88 NORTH SANTIAM SCHOOL DISTRICT 29J  
89 NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH  
90 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
91 NYSSA SCHOOL DISTRICT NO. 26  
92 ONTARIO MIDDLE SCHOOL

- 93 OREGON TRAIL SCHOOL DISTRICT NO.46
- 94 OUR LADY OF THE LAKE SCHOOL
- 95 PHILOMATH SCHOOL DISTRICT
- 96 PHOENIX-TALENT SCHOOL DISTRICT NO.4
- 97 PORTLAND ADVENTIST ACADEMY
- 98 PORTLAND JEWISH ACADEMY
- 99 PORTLAND PUBLIC SCHOOLS
- 100 RAINIER SCHOOL DISTRICT
- 101 REDMOND PROFICIENCY ACADEMY
- 102 REDMOND SCHOOL DISTRICT
- 103 REEDSPORT SCHOOL DISTRICT
- 104 REYNOLDS SCHOOL DISTRICT
- 105 ROGUE RIVER SCHOOL DISTRICT NO.35
- 106 ROSEBURG PUBLIC SCHOOLS
- 107 SALEM-KEIZER PUBLIC SCHOOLS
- 108 Santiam Canyon SD 129J
- 109 SCAPPOOSE SCHOOL DISTRICT 1J
- 110 SEASIDE SCHOOL DISTRICT 10
- 111 SEVEN PEAKS SCHOOL
- 112 Sheridan School District 48J
- 113 SHERWOOD SCHOOL DISTRICT 88J
- 114 SILVER FALLS SCHOOL DISTRICT
- 115 SIUSLAW SCHOOL DISTRICT
- 116 SOUTH COAST EDUCATION SERVICE DISTRICT
- 117 SOUTH LANE SCHOOL DISTRICT 45J3
- 118 SOUTH UMPQUA SCHOOL DISTRICT #19
- 119 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
- 120 SOUTHWEST CHARTER SCHOOL
- 121 SPRINGFIELD SCHOOL DISTRICT NO.19
- 122 St. Mary Catholic School
- 123 St. Paul School District
- 124 STANFIELD SCHOOL DISTRICT
- 125 SWEET HOME SCHOOL DISTRICT NO.55
- 126 THE CATLIN GABEL SCHOOL
- 127 TIGARD-TUALATIN SCHOOL DISTRICT
- 128 UMATILLA-MORROW ESD
- 129 VERNONIA SCHOOL DISTRICT 47J
- 130 WEST HILLS COMMUNITY CHURCH
- 131 WEST LINN WILSONVILLE SCHOOL DISTRICT
- 132 WHITEAKER MONTESSORI SCHOOL
- 133 WILLAMETTE EDUCATION SERVICE DISTRICT
- 134 WILLAMINA SCHOOL DISTRICT
- 135 YONCALLA SCHOOL DISTRICT NO.32

**Registered NonProfit and Other in OR**

- 1 21 IINFO
- 2 ACUMENTRA HEALTH
- 3 ADDICTIONS RECOVERY CENTER, INC
- 4 All God's Children International
- 5 ALLFOURONE/CRESTVIEW CONFERENCE CTR.
- 6 ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
- 7 ALZHEIMERS NETWORK OF OREGON

- 8 ASHLAND COMMUNITY HOSPITAL
- 9 ATHENA LIBRARY FRIENDS ASSOCIATION
- 10 BARLOW YOUTH FOOTBALL
- 11 BAY AREA FIRST STEP, INC.
- 12 BENTON HOSPICE SERVICE
- 13 BETHEL CHURCH OF GOD
- 14 BIRCH COMMUNITY SERVICES, INC.
- 15 BLACHLY LANE ELECTRIC COOPERATIVE
- 16 BLIND ENTERPRISES OF OREGON
- 17 Bob Belloni Ranch, Inc.
- 18 BONNEVILLE ENVIRONMENTAL FOUNDATION
- 19 BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
- 20 BROAD BASE PROGRAMS INC.
- 21 CANBY FOURSQUARE CHURCH
- 22 CANCER CARE RESOURCES
- 23 CASCADIA BEHAVIORAL HEALTHCARE
- 24 CASCADIA REGION GREEN BUILDING COUNCIL
- 25 CATHOLIC CHARITIES
- 26 CATHOLIC COMMUNITY SERVICES
- 27 CENTER FOR COMMUNITY CHANGE
- 28 CENTER FOR RESEARCH TO PRACTICE
- 29 CENTRAL BIBLE CHURCH
- 30 CENTRAL CITY CONCERN
- 31 CENTRAL DOUGLAS COUNTY FAMILY YMCA
- 32 CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
- 33 CHILDPEACE MONTESSORI
- 34 CITY BIBLE CHURCH
- 35 CLACKAMAS RIVER WATER
- 36 CLASSROOM LAW PROJECT
- 37 Clatskanie People's Utility District
- 38 COAST REHABILITATION SERVICES
- 39 Coastal Family Health Center
- 40 COLLEGE HOUSING NORTHWEST
- 41 COLUMBIA COMMUNITY MENTAL HEALTH
- 42 COMMUNITY ACTION ORGANIZATION
- 43 COMMUNITY ACTION TEAM, INC.
- 44 COMMUNITY CANCER CENTER
- 45 COMMUNITY HEALTH CENTER, INC
- 46 COMMUNITY VETERINARY CENTER
- 47 CONFEDERATED TRIBES OF GRAND RONDE
- 48 CONSERVATION BIOLOGY INSTITUTE
- 49 CONTEMPORARY CRAFTS MUSEUM AND GALLERY
- 50 CORVALLIS MOUNTAIN RESCUE UNIT
- 51 COVENANT CHRISTIAN HOOD RIVER
- 52 COVENANT RETIREMENT COMMUNITIES
- 53 DECISION SCIENCE RESEARCH INSTITUTE, INC.
- 54 DELIGHT VALLEY CHURCH OF CHRIST
- 55 DOGS FOR THE DEAF, INC.
- 56 DOUGLAS ELECTRIC COOPERATIVE, INC.
- 57 EAST HILL CHURCH
- 58 EAST SIDE FOURSQUARE CHURCH

59 EAST WEST MINISTRIES INTERNATIONAL  
60 EDUCATIONAL POLICY IMPROVEMENT CENTER  
61 ELMIRA CHURCH OF CHRIST  
62 EMERALD PUD  
63 EMMAUS CHRISTIAN SCHOOL  
64 EN AVANT, INC.  
65 ENTERPRISE FOR EMPLOYMENT AND EDUCATION  
66 EUGENE BALLET COMPANY  
67 EUGENE SYMPHONY ASSOCIATION, INC.  
68 EUGENE WATER & ELECTRIC BOARD  
69 EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.  
70 FAIR SHARE RESEARCH AND EDUCATION FUND  
71 FAITH CENTER  
72 FAITHFUL SAVIOR MINISTRIES  
73 FAMILIES FIRST OF GRANT COUNTY, INC.  
74 FANCONI ANEMIA RESEARCH FUND INC.  
75 FARMWORKER HOUSING DEV CORP  
76 FIRST CHURCH OF THE NAZARENE  
77 FIRST UNITARIAN CHURCH  
78 FORD FAMILY FOUNDATION  
79 FOUNDATIONS FOR A BETTER OREGON  
80 FRIENDS OF THE CHILDREN  
81 GATEWAY TO COLLEGE NATIONAL NETWORK  
82 GOAL ONE COALITION  
83 GOLD BEACH POLICE DEPARTMENT  
84 GOOD SHEPHERD COMMUNITIES  
85 Good Shepherd Medical Center  
86 GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES  
87 GRACE BAPTIST CHURCH  
88 GRANT PARK CHURCH  
89 GRANTS PASS MANAGEMENT SERVICES, DBA  
90 GREATER HILLSBORO AREA CHAMBER OF COMMERCE  
91 HALFWAY HOUSE SERVICES, INC.  
92 HEARING AND SPEECH INSTITUTE INC  
93 HELP NOW! ADVOCACY CENTER  
94 HIGHLAND HAVEN  
95 HIGHLAND UNITED CHURCH OF CHRIST  
96 HIV ALLIANCE, INC  
97 HOUSING AUTHORITY OF LINCOLN COUNTY  
98 HOUSING AUTHORITY OF PORTLAND  
99 HOUSING NORTHWEST  
100 Independent Development Enterprise Alliance  
101 INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON  
102 INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION  
103 INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION  
104 InventSuccess  
105 IRCO  
106 JASPER MOUNTAIN  
107 JUNIOR ACHIEVEMENT  
108 KLAMATH HOUSING AUTHORITY  
109 LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER

110 LA GRANDE UNITED METHODIST CHURCH  
111 Lane Council of Governments  
112 LANE ELECTRIC COOPERATIVE  
113 LANE MEMORIAL BLOOD BANK  
114 LANECO FEDERAL CREDIT UNION  
115 LAUREL HILL CENTER  
116 LIFEWORKS NW  
117 LIVING WAY FELLOWSHIP  
118 LOAVES & FISHES CENTERS, INC.  
119 LOCAL GOVERNMENT PERSONNEL INSTITUTE  
120 LOOKING GLASS YOUTH AND FAMILY SERVICES  
121 MACDONALD CENTER  
122 MAKING MEMORIES BREAST CANCER FOUNDATION, INC.  
123 MARION COUNTY HOUSING AUTHORITY  
124 Mental Health for Children, Inc.  
125 METRO HOME SAFETY REPAIR PROGRAM  
126 METROPOLITAN FAMILY SERVICE  
127 MID COLUMBIA COUNCIL OF GOVERNMENTS  
128 MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL  
129 MID-COLUMBIA CENTER FOR LIVING  
130 MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC  
131 MORNING STAR MISSIONARY BAPTIST CHURCH  
132 MORRISON CHILD AND FAMILY SERVICES  
133 MOSAIC CHURCH  
134 NAMI of Washington County  
135 NAMI OREGON  
136 NATIONAL PSORIASIS FOUNDATION  
137 NATIONAL WILD TURKEY FEDERATION  
138 NEW AVENUES FOR YOUTH INC  
139 NEW BEGINNINGS CHRISTIAN CENTER  
140 NEW HOPE COMMUNITY CHURCH  
141 NEWBERG FRIENDS CHURCH  
142 NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY  
143 North Pacific District of Foursquare Churches  
144 NORTHWEST ENERGY EFFICIENCY ALLIANCE  
145 NORTHWEST FOOD PROCESSORS ASSOCIATION  
146 NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE  
147 NORTHWEST REGIONAL EDUCATIONAL LABORATORY  
148 NORTHWEST YOUTH CORPS  
149 OCHIN  
150 OHSU FOUNDATION  
151 OLIVET BAPTIST CHURCH  
152 OMNIMEDIX INSTITUTE  
153 OPEN MEADOW ALTERNATIVE SCHOOLS, INC.  
154 OREGON BALLET THEATRE  
155 OREGON CITY CHURCH OF THE NAZARENE  
156 OREGON COAST COMMUNITY ACTION  
157 OREGON DEATH WITH DIGNITY  
158 OREGON DONOR PROGRAM  
159 OREGON EDUCATION ASSOCIATION  
160 OREGON ENVIRONMENTAL COUNCIL



161 OREGON LIONS SIGHT & HEARING FOUNDATION  
162 OREGON MUSUEM OF SCIENCE AND INDUSTRY  
163 OREGON PROGRESS FORUM  
164 OREGON REPERTORY SINGERS  
165 Oregon Research Institute  
166 OREGON STATE UNIVERSITY ALUMNI ASSOCIATION  
167 OREGON SUPPORTED LIVING PROGRAM  
168 OSLC COMMUNITY PROGRAMS  
169 OUTSIDE IN  
170 OUTSIDE IN  
171 PACIFIC CASCADE FEDERAL CREDIT UNION  
172 PACIFIC FISHERY MANAGEMENT COUNCIL  
173 PACIFIC INSTITUTES FOR RESEARCH  
174 PACIFIC STATES MARINE FISHERIES COMMISSION  
175 PARALYZED VETERANS OF AMERICA  
176 PARTNERSHIPS IN COMMUNITY LIVING, INC.  
177 PENDLETON ACADEMIES  
178 PENTAGON FEDERAL CREDIT UNION  
179 PLANNED PARENTHOOD OF SOUTHWESTERN OREGON  
180 PORT CITY DEVELOPMENT CENTER  
181 PORTLAND ART MUSEUM  
182 PORTLAND BUSINESS ALLIANCE  
183 PORTLAND HABILITATION CENTER, INC.  
184 Portland Oregon Visitors Association  
185 PORTLAND SCHOOLS FOUNDATION  
186 PORTLAND WOMENS CRISIS LINE  
187 PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND  
188 PRINGLE CREEK SUSTAINABLE LIVING CENTER  
189 PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL  
190 PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.  
191 QUADRIPEGICS UNITED AGAINST DEPENDENCY, INC.  
192 REBUILDING TOGETHER - PORTLAND INC.  
193 REGIONAL ARTS AND CULTURE COUNCIL  
194 RELEVANT LIFE CHURCH  
195 RENEWABLE NORTHWEST PROJECT  
196 ROGUE FEDERAL CREDIT UNION  
197 ROSE VILLA, INC.  
198 SACRED HEART CATHOLIC DAUGHTERS  
199 SAIF CORPORATION  
200 SAINT ANDREW NATIVITY SCHOOL  
201 SAINT CATHERINE OF SIENA CHURCH  
202 SAINT JAMES CATHOLIC CHURCH  
203 Salem Academy  
204 SALEM ALLIANCE CHURCH  
205 SALEM ELECTRIC  
206 SALMON-SAFE INC.  
207 SCIENCEWORKS  
208 SE WORKS  
209 SECURITY FIRST CHILD DEVELOPMENT CENTER  
210 SELF ENHANCEMENT INC.  
211 SERENITY LANE

212 SEXUAL ASSAULT RESOURCE CENTER  
213 SHELTERCARE  
214 SHERIDAN JAPANESE SCHOOL FOUNDATION  
215 SHERMAN DEVELOPMENT LEAGUE, INC.  
216 SILVERTON AREA COMMUNITY AID  
217 SISKIYOU INITIATIVE  
218 SMART  
219 SOCIAL VENTURE PARTNERS PORTLAND  
220 SONRISE CHURCH  
221 SOUTH COAST HOSPICE, INC.  
222 SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE  
223 SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.  
224 SOUTHERN OREGON HUMANE SOCIETY  
225 SPARC ENTERPRISES  
226 SPIRIT WIRELESS  
227 SPONSORS, INC.  
228 SPOTLIGHT THEATRE OF PLEASANT HILL  
229 SPRINGFIELD UTILITY BOARD  
230 ST VINCENT DE PAUL  
231 ST. ANTHONY CHURCH  
232 ST. ANTHONY SCHOOL  
233 ST. MARYS OF MEDFORD, INC.  
234 St. Matthew Catholic School  
235 ST. VINCENT DEPAUL OF LANE COUNTY  
236 STAND FOR CHILDREN  
237 STAR OF HOPE ACTIVITY CENTER INC.  
238 Store to Door  
239 Street Ministry  
240 SUMMIT VIEW COVENANT CHURCH  
241 SUNNYSIDE FOURSQUARE CHURCH  
242 SUNRISE ENTERPRISES  
243 SUSTAINABLE NORTHWEST  
244 TENAS ILLAHEE CHILDCARE CENTER  
245 The Dreaming Zebra Foundation  
246 THE EARLY EDUCATION PROGRAM, INC.  
247 The International School  
248 THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.  
249 THE NEXT DOOR  
250 THE OREGON COMMUNITY FOUNDATION  
251 THE SALVATION ARMY - CASCADE DIVISION  
252 TILLAMOOK CNTY WOMENS CRISIS CENTER  
253 TILLAMOOK ESTUARIES PARTNERSHIP  
254 TOUCHSTONE PARENT ORGANIZATION  
255 TRAILS CLUB  
256 TRAINING EMPLOYMENT CONSORTIUM  
257 TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE  
258 TRILLIUM FAMILY SERVICES, INC.  
259 UMPQUA COMMUNITY DEVELOPMENT CORPORATION  
260 UNION GOSPEL MISSION  
261 UNITED CEREBRAL PALSY OF OR AND SW WA  
262 UNITED WAY OF THE COLUMBIA WILLAMETTE

- 263 US CONFERENCE OF MENONNITE BRETHREN CHURCHES
- 264 US FISH AND WILDLIFE SERVICE
- 265 USAGENCIES CREDIT UNION
- 266 VERMONT HILLS FAMILY LIFE CENTER
- 267 Viking Sal Senior Center
- 268 VIRGINIA GARCIA MEMORIAL HEALTH CENTER
- 269 VOLUNTEERS OF AMERICA OREGON
- 270 WE CARE OREGON
- 271 WESTERN RIVERS CONSERVANCY
- 272 WESTERN STATES CENTER
- 273 WESTSIDE BAPTIST CHURCH
- 274 WHITE BIRD CLINIC
- 275 WILD SALMON CENTER
- 276 WILLAMETTE FAMILY
- 277 WILLAMETTE LUTHERAN HOMES, INC
- 278 WILLAMETTE VIEW INC.
- 279 Women's Safety & Resource Center
- 280 WOODBURN AREA CHAMBER OF COMMERCE
- 281 WORD OF LIFE COMMUNITY CHURCH
- 282 WORKSYSTEMS INC
- 283 YOUTH GUIDANCE ASSOC.
- 284 YWCA SALEM

**Registered Special/Independent in OR**

- 1 Banks Fire District #13
- 2 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
- 3 CHEHALEM PARK AND RECREATION DISTRICT
- 4 COLUMBIA 911 COMMUNICATIONS DISTRICT
- 5 GLENDALE RURAL FIRE DISTRICT
- 6 HOODLAND FIRE DISTRICT NO.74
- 7 KLAMATH COUNTY 9-1-1
- 8 LANE EDUCATION SERVICE DISTRICT
- 9 LANE TRANSIT DISTRICT
- 10 METROPOLITAN EXPOSITION-RECREATION COMMISSION
- 11 NW POWER POOL
- 12 OAK LODGE WATER DISTRICT
- 13 PORT OF SIUSLAW
- 14 PORT OF ST HELENS
- 15 REGIONAL AUTOMATED INFORMATION NETWORK
- 16 SALEM AREA MASS TRANSIT DISTRICT
- 17 THE PORT OF PORTLAND
- 18 TUALATIN HILLS PARK AND RECREATION DISTRICT
- 19 TUALATIN VALLEY WATER DISTRICT
- 20 UNION SOIL & WATER CONSERVATION DISTRICT
- 21 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
- 22 WILLAMALANE PARK AND RECREATION DISTRICT

**Registered State Agencies in OR**

- 1 BOARD OF MEDICAL EXAMINERS
- 2 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
- 3 OFFICE OF THE STATE TREASURER
- 4 OREGON BOARD OF ARCHITECTS
- 5 OREGON CHILD DEVELOPMENT COALITION

- 6 OREGON DEPARTMENT OF EDUCATION
- 7 OREGON DEPARTMENT OF FORESTRY
- 8 OREGON DEPT OF TRANSPORTATION
- 9 OREGON DEPT. OF EDUCATION
- 10 OREGON LOTTERY
- 11 OREGON OFFICE OF ENERGY
- 12 OREGON STATE BOARD OF NURSING
- 13 OREGON STATE DEPT OF CORRECTIONS
- 14 OREGON STATE POLICE
- 15 OREGON TOURISM COMMISSION
- 16 OREGON TRAVEL INFORMATION COUNCIL
- 17 SANTIAM CANYON COMMUNICATION CENTER
- 18 SEIU LOCAL 503, OPEU

**Registered Counties and Parishes in HI**

- CITY AND COUNTY OF HONOLULU
- 1 BOARD OF WATER SUPPLY
- 2 COUNTY OF HAWAII
- 3 MAUI COUNTY COUNCIL

**Registered Higher Education in HI**

- 1 ARGOSY UNIVERSITY
- 2 BRIGHAM YOUNG UNIVERSITY - HAWAII
- 3 COLLEGE OF THE MARSHALL ISLANDS
- 4 HAWAII PACIFIC UNIVERSITY
- 5 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
- 6 UNIVERSITY OF HAWAII AT MANOA

**Registered K-12 in HI**

- 1 CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
- 2 EMMANUAL LUTHERAN SCHOOL
- 3 HANAHAU'OLI SCHOOL
- 4 HAWAII TECHNOLOGY ACADEMY
- 5 ISLAND SCHOOL
- 6 KAMEHAMEHA SCHOOLS
- 7 KE KULA O S. M. KAMAKAU
- 8 MARYKNOLL SCHOOL
- 9 PACIFIC BUDDHIST ACADEMY

**Registered NonProfit and Other in HI**

- 1 ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
- 2 ALOHACARE
- 3 AMERICAN LUNG ASSOCIATION
- 4 ASSOSIATION OF OWNERS OF KUKUI PLAZA
- 5 BISHOP MUSEUM
- 6 BUILDING INDUSTRY ASSOCIATION OF HAWAII
- 7 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
- 8 EAH, INC.
- 9 EASTER SEALS HAWAII
- 10 GOODWILL INDUSTRIES OF HAWAII, INC.
- 11 HABITAT FOR HUMANITY MAUI
- 12 HALE MAHAOLU
- 13 HAROLD K.L. CASTLE FOUNDATION
- 14 HAWAII AGRICULTURE RESEARCH CENTER
- 15 Hawaii Carpenters Market Recovery Program Fund

- 16 HAWAII EMPLOYERS COUNCIL
- 17 HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
- 18 HAWAII STATE FCU
- 19 HONOLULU HABITAT FOR HUMANITY
- 20 IUPAT, DISTRICT COUNCIL 50
- 21 LANAKILA REHABILITATION CENTER INC.
- 22 LEEWARD HABITAT FOR HUMANITY
- 23 MAUI COUNTY FCU
- 24 MAUI ECONOMIC DEVELOPMENT BOARD
- 25 MAUI ECONOMIC OPPORTUNITY, INC.
- 26 MAUI FAMILY YMCA
- 27 NA HALE O MAUI
- 28 NA LEI ALOHA FOUNDATION
- 29 NETWORK ENTERPRISES, INC.
- 30 ORI ANUENUE HALE, INC.
- 31 PARTNERS IN DEVELOPMENT FOUNDATION
- 32 POLYNESIAN CULTURAL CENTER
- 33 PUNAHOU SCHOOL
- 34 Saint Louis School
- 35 ST. THERESA CHURCH
- 36 UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
- 37 W. M. KECK OBSERVATORY
- 38 WAIANAE COMMUNITY OUTREACH
- 39 WAILUKU FEDERAL CREDIT UNION
- 40 YMCA OF HONOLULU

**Registered State Agencies in HI**

- 1 ADMIN. SERVICES OFFICE
- 2 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
- 3 HAWAII HEALTH SYSTEMS CORPORATION
- 4 SOH- JUDICIARY CONTRACTS AND PURCH
- 5 STATE DEPARTMENT OF DEFENSE
- 6 STATE OF HAWAII
- 7 STATE OF HAWAII
- 8 STATE OF HAWAII, DEPT. OF EDUCATION

**Registered 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 CITY OF ALEXANDRIA
- 7 CITY OF BAKER POLICE DEPARTMENT
- 8 CITY OF BOSSIER
- 9 CITY OF COVINGTON
- 10 city of gretna
- 11 CITY OF HAMMOND
- 12 CITY OF KENNER
- 13 CITY OF LAKE CHARLES FIRE DEPT
- 14 CITY OF LEESVILLE
- 15 CITY OF MINDEN
- 16 CITY OF MONROE

- 17 CITY OF NEW ROADS
- 18 CITY OF PLAQUEMINE
- 19 CITY OF PORT ALLEN
- 20 CITY OF RUSTON
- 21 CITY OF SHREVEPORT
- 22 CITY OF SLIDELL
- 23 CITY OF VILLE PLATTE
- 24 CITY OF WEST MONROE
- 25 CITY OF WESTLAKE
- 26 CITY OF WINNFIELD
- 27 CITY OF WINNSBORO
- 28 DENHAM SPRINGS CITY MARSHAL
- 29 FIRE PROTECTION DIST. NO. 5
- 30 GREATER NEW ORLEANS EXPRESSWAY COMMISSION
- 31 GREATER NEW ORLEANS FOUNDATION
- 32 LOUISIANA PUBLIC EMPLOYEES COUNCIL 17 AFSCME AFL- CIO  
BUILDING CORP
- 33 MONROE CITY
- 34 PONCHATOULA POLICE DEPT.
- 35 RAYNE HOUSING AUTHORITY
- 36 Sewerage and Water Board of New Orleans
- 37 ST. BERNARD PARISH GOVERNMENT
- 38 TOWN OF ARCADIA
- 39 TOWN OF BENTON
- 40 TOWN OF CHURCH POINT
- 41 TOWN OF FARMERVILLE
- 42 TOWN OF GRAND ISLE
- 43 TOWN OF HAYNESVILLE
- 44 TOWN OF HOMER
- 45 TOWN OF JONESBORO
- 46 TOWN OF JONESVILLE
- 47 TOWN OF LEONVILLE
- 48 TOWN OF OLLA
- 49 TOWN OF PEARL RIVER
- 50 TOWN OF RAYVILLE
- 51 TOWN OF ROSEPINE
- 52 TOWN OF STERLINGTON
- 53 TOWN OF WATERPROOF
- 54 TOWN OF WHITE CASTLE
- 55 VILLAGE OF FENTON
- 56 VILLAGE OF FOREST HILL
- 57 VILLAGE OF PALMETTO

**Registered 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 BOSSIER PARISH ASSESSOR
- 7 BOSSIER PARISH CLERK OF CT
- 8 BOSSIER SHERIFFS DEPARTMENT

9 CADDO PARISH COMMISSION  
10 CADDO PARISH TAX ASSESSOR  
11 CALDWELL PARISH CLERK OF COURT  
12 CALDWELL PARISH HOUSING AUTHORITY  
13 CATAHOULA PARISH POLICE JURY  
14 CITY OF OPELOUSAS  
15 CLAIBORNE PARISH POLICE JURY  
16 CONCORDIA PARISH POLICE JURY  
17 DESOTO PARISH EMS  
18 DESOTO PARISH POLICE JURY  
19 DESOTO PARISH TAX ASSESSOR  
20 EAST BATON ROUGE PARISH CLERK OF COURT  
21 EAST CENTRAL BOSSIER PARISH FIRE DISTRICT #1  
22 EAST FELICIANA PARISH SHERIFF OFFICE  
23 EVANGELINE PARISH SHERIFF DEPT.  
24 FIRE PROTECTION DISTRICT NO 1 OF TENSAS PARISH  
25 FRANKLIN ECONOMIC DEVELOPMENT FOUNDATION  
26 GRANT PARISH POLICE JURY  
27 GRANT PARISH SHERIFF  
28 IBERIA PARISH GOVERNMENT  
29 IBERVILLE PARISH COUNCIL  
30 JACKSON PARISH POLICE JURY  
31 JEFFERSON PARISH DISTRICT ATTORNEY  
32 JEFFERSON PARISH GOVERNMENT  
33 LA SALLE PARISH POLICE JURY  
34 LINCOLN PARISH LIBRARY  
35 MOREHOUSE PARISH POLICE JURY  
36 ORLEANS PARISH CRIMINAL SHERIFFS OFFICE  
37 OUACHITA MULTI-PURPOSE COMMUNITY ACTION PROGRAM, INC  
38 OUACHITA PARISH POLICE JURY  
39 OUACHITA PARISH POLICE JURY  
40 PLAQUEMINES PARISH GOVERNMENT  
41 POINTE COUPEE PARISH POLICE JURY  
42 RAPIDES PARISH LIBRARY  
43 RAPIDES PARISH POLICE JURY  
44 RICHLAND PARISH LIBRARY  
45 RICHLAND PARISH SHERIFF DEPARTMENT  
46 SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION  
47 ST JOHNS THE BAPTIST PARISH  
48 ST LANDRY PARISH SHERIFF DEPT  
49 ST TAMMANY FIRE DISTRICT 4  
50 ST. BERNARD PARISH ADULT DRUG COURT  
51 ST. CHARLES PARISH  
52 ST. MARY PARISH GOVERNMENT  
53 St. Tammany Parish Assessor  
54 SULPHUR PARKS AND RECREATION  
55 TANGIPAHOA MOSQUITO ABATEMENT DISTRICT  
56 TENSAS PARISH POLICE JURY  
57 THIRD JUDICIAL DISTRICT COURT  
58 UNION PARISH HOMELAND SECURITY  
59 WEBSTER PARISH POLICE JURY

- 60 WEST CARROLL PARISH SHERIFFS DEPT.
- 61 WEST FELICIANA COMMUNICATIONS DISTRICT
- 62 WINN PARISH DISTRICT ATTORNEY
- 63 WINN PARISH POLICE JURY

**Registered Higher Education in LA**

- 1 CAMERON COLLEGE
- 2 CENTENARY COLLEGE OF LOUISIANA
- 3 COMPASS CAREER COLLEGE
- 4 DELGADO COMMUNITY COLLEGE
- 5 DILLARD UNIVERSITY
- 6 GRETNA CAREER COLLEGE
- 7 LOUISIANA STATE UNIVERSITY
- 8 LOUISIANA TECHNICAL COLLEGE
- 9 LOYOLA UNIVERSITY OF NEW ORLEANS
- 10 LSUHSC - SHREVEPORT
- 11 NEW ORLEANS BAPTIST THEOLOGICAL SEMINARY
- 12 NOTRE DAME SEMINARY
- 13 OUR LADY OF HOLY CROSS COLLEGE
- 14 SOUTH LA COMMUNITY COLLEGE
- 15 SOUTHEASTERN LOUISIANA UNIVERSITY
- 16 SOUTHERN UNIVERSITY
- 17 THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND
- 18 THE ART STATION

**Registered K-12 in LA**

- 1 ACADEMY OF THE SACRED HEART
- 2 ACADIA PARISH SCHOOL BOARD
- 3 Alexandria Country Day School
- 4 ARCHBISHOP RUMMEL HIGH SCHOOL
- 5 Archbishop Shaw High School
- 6 AVOYELLES PARISH SCHOOL BOARD
- 7 BEAUREGARD PARISH SCHOOL BOARD
- 8 BOSSIER PARISH SCHOOL BOARD
- 9 Bossier Parish School Board (BPSB)
- 10 CADDO PARISH MAGNET HIGH SCHOOL
- 11 CADDO PARISH SCHOOLS
- 12 CALCASIEU PARISH SCHOOL SYSTEM
- 13 CATAHOULA PARISH SCHOOL BOARD
- 14 CATHOLIC HIGH SCHOOL
- 15 CATHOLIC OF POINTE COUPEE SCHOOL
- 16 Cedar Creek School
- 17 CENTRAL PRIVATE SCHOOL
- 18 CENTRAL SCHOOL CORP.
- 19 CHILDREN'S CHARTER MIDDLE SCHOOL
- 20 CLAIBORNE PARISH SCHOOL BOARD
- 21 DARBONNE WOODS CHARTER SCHOOL, INC.
- 22 DELHI CHARTER SCHOOL
- 23 DeSoto Parish School Board
- 24 DIOCESE OF LAFAYETTE
- 25 E.D. WHITE CATHOLIC HIGH
- 26 EAST CARROLL PARISH SCHOOL BOARD
- 27 EPISCOPAL HIGH SCHOOL OF BATON ROUGE



28 EXCELSIOR CHRISTIAN SCHOOL  
29 GRACE LUTHERAN CHURCH AND EARLY CHILDHOOD CENTER  
30 HOLY TRINITY LUTHERAN CHURCH AND SCHOOL  
31 HOSANNA FIRST ASSEMBLY OF GOD  
32 IBERVILLE PARISH SCHOOL BOARD  
33 JACKSON PARISH SCHOOL BOARD  
34 JEFFERSON DAVIS PARISH SCHOOL BOARD  
35 JEFFERSON PARISH SCHOOL BOARD  
36 JESUS THE GOOD SHEPHERD SCHOOL  
37 LAFAYETTE PARISH SCHOOL SYSTEM  
38 LINCOLN PARISH SCHOOL BOARD  
39 LITTLE ANGELS SCHOOL AND DAY CARE  
40 LIVINGSTON PARISH PUBLIC SCHOOLS  
41 LORANGER HIGH SCHOOL FOOTBALL  
42 MADISON PARISH SCHOOL BOARD  
43 MENTORSHIP ACADEMY  
44 MONROE CITY SCHOOLS  
45 MOREHOUSE PARISH SCHOOL BOARD  
46 NEWELLTON ELEMENTARY SCHOOL  
47 NORTHEAST BAPTIST SCHOOL  
48 OAK FOREST ACADEMY  
49 OPELOUSAS CATHOLIC SCHOOL  
50 OUACHITA PARISH SCHOOL BOARD  
51 Parkview Baptist  
52 Recovery School District  
53 RICHLAND PARISH SCHOOL BOARD  
54 RIVERSIDE ACADEMY  
55 ST JOSEPH THE WORKER  
56 ST LANDRY PARISH SCHOOL BOARD  
57 ST MARY'S DOMINICAN HS  
58 ST. AMANT HIGH SCHOOL  
59 ST. AUGUSTINE HIGH SCHOOL  
60 ST. BERNARD PARISH PUBLIC SCHOOL DISTRICT  
61 ST. CLETUS SCHOOL  
62 ST. DOMINIC SCHOOL  
63 ST. JOAN OF ARC SCHOOL  
64 ST. JOHN ELEMENTARY/MIDDLE SCHOOL  
65 ST. MARIA GORETTI CHURCH  
66 ST. PIUS X SCHOOL  
67 St.Mary Parish School Board  
68 STATE DEPARTMENT OF EDUCATION  
69 TANGIPAHOA PARISH SCHOOL SYSTEM  
70 THE DUNHAM SCHOOL  
71 UNION PARISH SCHOOL BOARD  
72 VERMILION PARISH SCHOOL BOARD  
73 VERNON PARISH SCHOOL BOARD  
74 VIDALIA JUNIOR HIGH SCHOOL  
75 VISITATION OF OUR LADY CATHOLIC SCHOOL  
76 WEST BATON ROUGE PARISH SCHOOL BOARD  
77 WEST CARROLL PARISH SCHOOL BOARD  
78 WESTMINSTER CHRISTIAN ACADEMY

79 WINN PARISH SCHOOL BOARD

**Registered NonProfit and Other in LA**

- 1 A AND B NOTARY
- 2 ACI ST JOHN LLC
- 3 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 ASSOCIATED PROFESSIONAL EDUCATORS OF LOUISIANA
- 11 AVOYELLES PROGRESS ACTION COMMITTEE, INC
- 12 BARKSDALE FEDERAL CREDIT UNION
- 13 BARKSDALE UNITED METHODIST CHURCH
- 14 Baton Rouge Children's Advocacy Center
- 15 Beginners Mind Inc
- 16 BENTON UNITED METHODIST CHURCH
- 17 BONITA ROAD BAPTIST CHURCH
- 18 BOOST FOUNDATION, INC.
- 19 BOSSIER CHAMBER OF COMMERCE
- 20 BOSSIER PARISH MAXIMUM SECURITY JAIL
- 21 BOY SCOUTS OF AMERICA
- 22 BROADMOOR CHRISTIAN CHURCH
- 23 BROADMOOR PRESBYTERIAN CHURCH
- 24 BROADMOOR UNITED METHODIST PRESCHOOL
- 25 CAJUNDOME
- 26 CALLAWAY ENTERPRISES
- 27 CALVARY BAPTIST CHURCH
- 28 CAPITAL CITY PRESS
- 29 CENLA AREA AGENCY ON AGING, INC.
- 30 CENLA COMMUNITY ACTION COMMITTEE, INC.
- 31 CENTRAL ASSEMBLY OG GOD
- 32 CENTRAL CITY EOC
- 33 CHILDREN'S HOSPITAL
- 34 CHITIMACHA TRIBE OF LOUISIANA
- 35 CHRISTVIEW CHRISTIAN CHURCH
- 36 CITY OF FAITH PRISON MINISTRIES, INC.
- 37 COMITE BAPTIST CHURCH
- 38 COMMITTEE FOR PLAQUEMINES RECOVERY
- 39 COMMUNITY SUPPORT PROGRAMS, INC.
- 40 COOK BAPTIST CHURCH
- 41 Cornerstone Church of Zachary Inc
- 42 CROSSPOINT BAPTIST CHURCH
- 43 CROSSROADS CHURCH
- 44 DEMCO
- 45 DESOTO PARISH LIBRARY
- 46 DISABLED VETERNS OF LA CHAPTER 4
- 47 EASTER SEALS LOUISIANA
- 48 ELDERCARE SUPPORT SERVICES
- 49 ELIZABETH BAPTIST CHURCH

50 EMMANUEL BAPTIST CHURCH  
51 EMMANUEL BAPTIST CHURCH  
52 EMMANUEL BAPTIST CHURCH  
53 EMMANUEL MISSIONARY BAPTIST CHURCH  
54 EVANGELINE BAPTIST CHURCH  
55 FAITH TABERNACLE CHURCH  
56 FAMILY MEDICAL CLINIC OF MER ROUGE  
57 FAMILY RESOURCES OF NEW ORLEANS  
58 FAMILY WORSHIP CENTER CHURCH INC  
59 FIRST APOSTOLIC CHURCH  
60 FIRST BAPTIST CHURCH  
61 FIRST BAPTIST CHURCH  
62 FIRST BAPTIST CHURCH  
63 FIRST BAPTIST CHURCH COVINGTON  
64 FIRST BAPTIST CHURCH RUSTON  
65 FIRST CHURCH OF GOD IN OAK GROVE, INC.  
66 FIRST UNITED METHODIST CHURCH  
67 FRANKLIN MEDICAL CENTER  
68 FROM BONDAGE TO FREEDOM  
69 G B COOLEY SERVICES  
70 GIRL SCOUTS OF LA - PINES TO GULF  
71 Girls Scouts Louisiana East  
72 Go Care  
73 GOOD SAMARITANS OF FRANKLIN  
74 GRACE COMMUNITY CHURCH  
75 GRACE EPISCOPAL CHURCH  
76 GRACE LIFE FELLOWSHIP  
77 GREATER ELIZABETH BAPTIST CHURCH  
78 GREATER HOPE BAPTIST CHURCH  
79 GREATER OUACHITA WATER COMPANY  
80 GULF COAST HOUSING PARTNERSHIP  
81 HANDS ON NETWORK  
82 HARVEST CHURCH  
83 HAVEN NURSING CENTER, INC.  
84 HAVEN REHABILITATION CENTER, INC.  
85 HEALING PLACE CHURCH  
86 HEBRON BAPTIST CHURCH  
87 HOPEWELL BAPTIST CHURCH  
88 HOSANNA LUTHERAN CHURCH  
89 HOSPITAL SERVICE DISTRICT NO.1, D/B/A TRI-WARD  
90 HOUSING AUTHORITY OF BOSSIER CITY  
91 HOUSING AUTHORITY OF JEFFERSON PARISH  
92 IBERIA MEDICAL CENTER  
93 IBTS  
94 IFA CHURCH  
95 ISTROUMA AREA COUNCIL OF BOY SCOUTS  
96 JACKSON PARISH HOSPITAL  
97 Jefferson Chamber of Commerce  
98 JEWISH FEDERATION OF GREATER BATON ROUGE  
99 K AND S CHILDHOOD DEVELOPMENT CENTER  
100 KING OF KINGS EVANGELICAL LUTHERAN CHURCH

- 101 KIWANIS INTERNATIOINAL
- 102 LA ASSEMBLY OF THE CHURCH OF GOD
- 103 LA ASSOCIATION COMMUNITY ACTION PARTNERSHIPS
- 104 LA ONE CALL
- 105 LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
- 106 LAFAYETTE TEEN COURT, INC
- 107 LAKE BETHLEHEM BAPTIST CHURCH
- 108 LAKESIDE BAPTIST CHURCH
- 109 LAKESIDE DAY CARE
- 110 LANE CHAPEL CME
- 111 LEWIS CME
- 112 LINCOLN GENERAL HOSPITAL
- 113 LITTLE THEATRE OF MONROE, INC.
- 114 LITTLE UNION BAPTIST CHURCH
- 115 LIVINGSTON PARISH CHAMBER OF COMMERCE
- 116 LIVINGSTON PARISH PRESIDENT-COUNCIL
- 117 LMHA - LOUISIANA MANUFACTURED HOUSING ASSOCIATION
- 118 LOD AND CAROL COOK CONFERENCE CENTER AND HOTEL
- 119 LOUIS INFANT CRISIS CENTER
- 120 LOUISIANA ASSOCIATION OF HEALTH PLANS
- 121 LOUISIANA DISTRICT ATTORNEYS ASSOCIATION
- 122 LOUISIANA FAMILY FORUM
- 123 LOUISIANA HEALTH CARE QUALITY FORUM
- 124 Louisiana Hemopheilia Foundation Inc
- 125 LOUISIANA REALTORS ASSOCIATION
- 126 LOUISIANA SPCA
- 127 Louisiana Workforce LLC
- 128 LOUISISANA HIGH SCHOOL ATHLETIC ASSOCIATION
- 129 MACEDONIA MISSIONS, INC.
- 130 MACON ECONOMIC OPPORTUNITY
- 131 MARION BAPTIST CHURCH
- 132 MARY BIRD CANCER CENTER
- 133 MCIO HEAD START
- 134 METRO/REGIONAL BUSINESS INCUBATOR
- 135 MEYERS MEMORIAL CHAPEL
- 136 MIRACLE PLACE CHURCH
- 137 MOREHOUSE GENERAL HOSPITAL
- 138 MORGAN CITY HOUSING AUTHORITY
- 139 MORING STAR BAPTIST CHURCH
- 140 MOUNT CANAAN MISSIONARY BAPTIST CHURCH
- 141 MOUNT HERMON BAPTIST CHURCH
- 142 MT. PLEASANT COMMUNITY DEVELOPMENT CORP. INC.
- 143 MT. SINAI MBC
- 144 MT. VERNON BAPTIST CHURCH
- 145 MT. ZION CME CHURCH
- 146 MW PRINCE HALL MASONIC HALL TEMPLE
- 147 NALC BRANCH 136
- 148 NATIONAL SAFETY COUNCIL
- 149 Nativity of Our Lady Church
- 150 NEW BEGINNINGS CDC
- 151 NEW CHAPEL HILL BAPTIST CHURCH

152 NEW DAUGHTERS OF ZION MISSIONARY BAPTIST CHURCH IN  
153 NEW GENERATIONS CHURCH OF MONROE, INC  
154 NEW GREENWOOD BAPTIST CHURCH  
155 new home ministries  
156 NEW HORIZONS  
157 NEW TABERNACLE BAPTIST CHURCH  
158 NEW TESTAMENT UNITED PENTECOSTAL CHURCH  
159 NORTH CADDO MEDICAL CENTER  
160 NORTHWEST LOUISIANA LIONS EYE BANK  
161 NSU CHILD AND FAMILY NETWORK  
162 ODYSSEY HOUSE LOUISIANA, INC.  
163 OLIVE BRANCH BAPTIST CHURCH  
164 OPEN DOOR BAPTIST CHURCH  
165 Ouachita Baptist Church  
166 Our Lady of Perpetual Help Catholic Church  
167 OUR LADY OF PROMPT SUCCOR CHURCH  
168 PARKVIEW BAPTIST CHURCH  
169 PCPFHF  
170 PCSS  
171 PEACEFUL REST BAPTIST CHURCH  
172 PENIEL BAPTIST CHURCH  
173 PHILADELPHIA BAPTIST CHURCH  
174 PINE BELT MULTI-PURPOSE COMMUNITY ACTION AGENCY  
175 PLEASANT VALLEY UNC  
176 PLEASEAN HILL BAPTIST CHURCH  
177 POLICE JURY ASSOCIATION OF LOUISIANA  
178 PONCHATOULA AREA RECREATION DISTRICT NO.1  
179 PRESBYTERIAN CHURCH OF RUSTON  
180 PRIDE COMMUNITY ASSOCIATION  
181 PROVIDENCE HOUSE  
182 RAPIDES PRIMARY HEALTH CARE CENTER  
183 REPUBLICAN PARTY OF LA  
184 RIDGE AVENUE BAPTIST CHURCH  
185 ROMAN CATHOLIC CHURCH OF THE DIOCESE OF BATON ROUGE  
186 SEEKER SPRINGS MINISTRY CENTER  
187 SHOWERS OF BLESSING MINISTRIES  
188 SHREVEPORT ELECTRICAL HEALTH AND WELFARE FUND  
189 SHREVEPORT REGIONAL ARTS COUNCIL  
190 SIMMESPORT HOUSING AUTHORITY  
191 SOLOMON TEMPLE BAPTIST CHURCH  
192 Southern Financial Exchange  
193 SOUTHSIDE ECONOMIC DEVELOPMENT  
194 SOUTHWEST ACADIA HOUSING AUTHORITY  
195 ST PATRICK CHURCH  
196 ST THOMAS AQUINAS CATHOLIC CHURCH  
197 ST. ALOYSIUS CATHOLIC SCHOOL  
198 ST. ANDREW PRESBYTERIAN CHURCH  
199 ST. BERNARD PROJECT  
200 ST. FRANCES XAVIER CABRINI CATHOLIC CHURCH  
201 ST. FRANCIS DINER  
202 ST. GEORGE CHURCH

203 ST. JEAN VIANNEY CHURCH  
204 ST. JOHN THE BAPTIST CATHOLIC CHURCH  
205 ST. JOHN THE BAPTIST CATHOLIC CHURCH  
206 ST. LANDRY PARISH HOUSING AUTHORITY  
207 ST. MARY CAA, INC.  
208 ST. MARY PARISH TOURIST COMMISSION  
209 ST. MARYS BAPTIST CHURCH  
210 ST. MICHAEL SPECIAL SCHOOL  
211 ST. PAUL BAPTIST CHURCH  
212 ST. PAULS UNITED METHODIST CHURCH  
213 ST. REST BAPTIST CHURCH  
214 ST.ANSELM CATHOLIC CHURCH  
215 ST.MARY PARISH LIBRARY  
216 STARLIGHT BAPTIST CHURCH  
217 STEEPLE CHASE BAPTIST CHURCH  
218 STERLINGTON HOLINESS TABERNACLE  
219 SUMMER GROVE BAPTIST ACADEMY  
220 SUMMER GROVE BAPTIST CHURCH  
221 SWEETWATER BAPTIST CHURCH  
222 The Arc Of Iberia  
223 THE CELL COMMUNITY SCHOOL & RESOURCE CENTER  
224 THE CHURCH OF THE LIVING GOD  
225 THE FULLER CENTER FOR HOUSING OF NWLA  
226 THE HARVEST  
227 THE HOUSE OF FAITH HOPE AND CHARITY  
228 THE SALVATION ARMY  
229 THE SHREVEPORT-BOSSIER KOREAN PRESBYTERIAN CHURCH  
230 THE SPIRIT OF FREEDOM MINISTRIES  
231 THE WAY OF HOLINESS APOSTOLIC CHURCH  
232 TOTAL COMMUNITY ACTION, INC.  
233 TRAILBLAZER RESOURCE AND CONSERVATION AREA, INC.  
234 TRINITY BAPTIST CHURCH  
235 Trinity Episcopal Church  
236 TRINITY LUTHERAN CHURCH  
237 TRINITY WORSHIP CENTER  
238 Tulane Hillel  
239 Union Community Action, Association  
240 UNION COUNCIL ON AGING  
241 UNION SPRINGS MBC  
242 UNITECH TRAINING ACADEMY  
243 UNITED AUTO WORKERS UNION  
244 UNITED CEREBAL PALSY OF GREATER NEW ORLEANS, INC  
245 UNITED METHODIST HOPE MINISTRIES  
246 UNITED WAY OF NORTHEAST LOUISIANA, INC.  
247 UNITED WAY OF NW LOUISIANA  
248 UNITY FOR THE HOMELESS,INC.  
249 UNIVERSITY CHURCH OF CHRIST  
250 UPWARD BOUND MINISTRIES, INC.  
251 URBAN IMPACT MINISTRIES  
252 VERMILION PARISH WATERWORKS DISTRICT NO.1  
253 VERNON COMMUNITY ACTION COUNCIL, INC.

- 254 VOLUNTEERS OF AMERICA OF GREATER NEW ORLEANS
- 255 WEST BATON ROUGE CHAMBER OF COMMERCE
- 256 WEST BATON ROUGE PARISH POLICE JURY
- 257 WEST BATON ROUGE S/O WORK RELEASE
- 258 WEST JEFFERSON MEDICAL CENTER
- 259 WILLIAMS MEMORIAL CME
- 260 WILLIS-KNIGHTON FEDERAL CREDIT UNION
- 261 WORD OF LIFE MINISTRIES
- 262 WORKFORCE INVESTMENT BOARD SDA-83
- 263 YMCA OF SHREVEPORT, LA
- 264 YOUNGSVILLE HOUSING AUTHORITY

**Registered Special/Independent in LA**

- 1 BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS
- 2 BOSSIER PARISH COMMUNICATIONS DISTRICT NO. 1
- 3 CAPITAL AREA LEGAL SERVICES CORP
- 4 LAFAYETTE AIRPORT COMMISSION
- 5 NEW ORLEANS REGIONAL BUSINESS PARK
- 6 POVERTY POINT RESERVOIR DISTRICT
- 7 ST. GEORGE FIRE PROTECTION DISTRICT NO.2
- 8 ST. TAMMANY PARISH FIRE PROTECTION DISTRICT NO. 3
- 9 UNIVERSITY HOUSE@ACADIANA

**Registered State Agencies in LA**

- 1 18TH JDC-ALVIN BATISTE, JR JUDGE
- 2 26 TH JUDICIAL COURT
- 3 26TH JUDICIAL DISTRICT PUBLIC DEFENDER
- 4 C.A.S.S.E.
- 5 COLUMBIA DEVELOPMENT CENTER
- 6 CONCEALED HANDGUN PERMIT UNIT
- 7 Covington Housing Authority
- 8 DEPARTMENT OF REVENUE/LOUISIANA
- 9 DEPT OF CULTURE RECREATION AND TOURISM
- 10 DHH-OFFICE OF PUBLIC HEALTH
- 11 ELAYN HUNT CORRECTIONAL CENTER
- 12 HAMMOND DEVELOPMENTAL CENTER
- 13 HOUMA-TERREBONNE HOUSING AUTHORITY
- 14 LA DEPT OF WILDLIFE AND FISHERIES
- 15 LA OFFICE OF STATE PARKS
- 16 LA RESEARCH PARK CORPORATION
- 17 LA SHERIFFS PENSION AND RELIEF FUND
- 18 LA. DIVISION OF ADMINISTRATION
- 19 LINCOLN COUNCIL ON THE AGING
- 20 Louisiana Board of Barbers Examiners
- 21 LOUISIANA BOARD OF CHIROPRACTIC EXAMINERS
- 22 LOUISIANA DEPARTMENT OF STATE
- 23 LOUISIANA HOUSING FINANCE AGENCY
- 24 LOUISIANA STATE GOV. BIDS
- 25 LOUISIANA TECH UNIVERSITY
- 26 LSU AGCENTER EXTENSION SERVICE OFFICE
- 27 METROPOLITAN DEVELOPMENTAL CENTER
- 28 MHSD/CHARTRES-PONTCHARTRAIN BEHAVIOR HEALTH CENTER
- 29 Richland Parish Tax Assessors office

30 Ruston Housing Authority  
31 SPECIAL EDUCATION DISTRICT NO.1 OF LAFOURCHE  
32 THE SPRINGS OF RECOVERY ADOLESCENT PROGRAM  
33 VERNON WORKFORCE CENTER



## EXHIBIT 8

**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 Maricopa County ("County") 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 Arizona, and Maricopa County. 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 Maricopa County 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, alteration, 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 Maricopa County 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, Maricopa County 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 Maricopa County 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 Arizona website at ([www.azrecovery.gov](http://www.azrecovery.gov)).

**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](http://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 Arizona are located at: [www.gpo.gov/davisbacon/AZ.html](http://www.gpo.gov/davisbacon/AZ.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 Maricopa County, and all contractors and grantees of Maricopa County, 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.

## EXHIBIT 9

**FEMA STANDARD TERMS AND CONDITIONS ADDENDUM  
FOR CONTRACTS AND GRANTS**

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

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), 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 (“DOL”) regulations (41 CFR Ch. 60);
  - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
  - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the 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:

**SERIAL 08-RFP**

- a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
  - (1) The copyright in any work developed under a grant or contract; and
  - (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
  
- 7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as 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.

EXHIBIT 10

DRAFT COPY OF CONTRACT



(DRAFT CONTRACT)

**CONTRACT PURSUANT TO RFP**

This Contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and \_\_\_\_\_, A \_\_\_\_\_ corporation ("Contractor") for the purchase of \_\_\_\_\_ services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the \_\_\_\_ day of \_\_\_\_\_, 2011 and ending the \_\_ day of \_\_\_\_\_, 20\_\_.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

**RETAIL:** Discounts off marked price at point-of-sale (POS) are permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable pricing adjustments shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts, County shall issue written approval of the changes.

**WHOLESALE:** Discounted pricing based on the Contractor's current published catalog pricing is permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable adjustments to catalog category discounts shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts offered by category, County shall issue written approval of the changes.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, the payment terms described in Attachment A / Attachment A-1 shall apply.

3.2 When applicable, payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

3.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- Bill-to name and contact information
- Contract serial number
- Purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site ([www.maricopa.gov/finance/vendors](http://www.maricopa.gov/finance/vendors)).

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

The Contractor shall perform all duties stated in Exhibit "B,"(Scope of Work) or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

- 6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

- 6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.



- 6.2.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 6.2.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 6.2.9 Commercial General Liability.
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 6.2.10 Automobile Liability.
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
- 6.2.11 Workers' Compensation.
- 6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
- 6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.
- 6.2.12 Certificates of Insurance.
- 6.2.11.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.
- 6.2.11.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY

SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

6.2.11.2.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.11.2.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 All repair and renovation services performed by the Contractor shall carry a one (1) year workmanship warranty and all manufacturers' product warranties shall be passed on to the end customer.

6.3.2 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.3 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 INSPECTION OF SERVICES:

6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

- 6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:
  - 6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or
  - 6.4.4.2 Terminate the Contract for default.

**6.5 PROCUREMENT CARD ORDERING CAPABILITY:**

The County may determine to use a Procurement Card, to place and make payment for orders under the Contract.

**6.6 INTERNET ORDERING CAPABILITY:**

The County intends to use the Internet to communicate and to place orders under this Contract.

**6.7 NOTICES:**

All notices given pursuant to the terms of this Contract shall be addressed to:

*For County:*

Maricopa County  
Department of Materials Management  
Attn: Chief Procurement Officer  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

*For Contractor:*

**6.8 REQUIREMENTS CONTRACT:**

- 6.8.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.
- 6.8.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.
- 6.8.3 Purchase orders will be cancelled in writing.

**6.9 TERMINATION FOR CONVENIENCE:**

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.10 TERMINATION FOR DEFAULT:

- 6.10.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 6.10.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.
- 6.10.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.
- 6.10.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.12 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.13 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.14 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.15 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be

unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

**6.16 AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

**6.17 RETENTION OF RECORDS:**

6.17.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.17.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**6.18 AUDIT DISALLOWANCES:**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**6.19 ALTERNATIVE DISPUTE RESOLUTION:**

6.19.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.20.1.1 Render a decision;

6.20.1.2 Notify the parties that the exhibits are available for retrieval; and

6.20.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.19.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.19.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.20 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.21 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.22 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.18.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

6.24.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement

Officer upon request. These warranties shall remain in effect through the term of the Contract.

- 6.24.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 CONTRACTOR LICENSE REQUIREMENT:

- 6.25.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.
- 6.25.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.26 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 6.26.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
- 6.27.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
  - 6.27.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 6.27.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
  - 6.27.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.26.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

6.26.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.27 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other **governmental agency** for these or similar services.

6.28 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.29 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.30 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.30.1 Exhibit A, Pricing;

6.30.2 Exhibit B, Scope of Work;



IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

MARICOPA COUNTY

\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
LEGAL COUNSEL

\_\_\_\_\_  
DATE

**Note: Please keep a copy of this Form for your records.  
You may access this transmittal form again from the Associated Components List  
while your notice is active.**

## MERX Transmittal Form

|                                 |   |
|---------------------------------|---|
| Date and Time                   | 25/03/2011 02:34 P.M.                                       |
| <b>Reference Information</b>    |   |
| Solicitation Number             | 11019   |
| Reference Number                | 216198  |
| Source ID                       | PU.MU.USA.457357.C50448                                     |
| Closing Date                    | 29/04/2011  |
| Closing Time                    | 02:00 P.M. Pacific Standard Time PST                        |
| <b>Component Information</b>    |   |
| Component Number                | Document 0  |
| Medium                          | Electronic  |
| Format                          | 8.5 x 11  |
| Content                         | Main Document (RFP, RFQ, Tender etc.)                       |
| Language                        | English   |
| Number of Pages                 | 97  |
| Number of Words                 | 0   |
| File Type                       | PDF   |
| File Name                       | 11019-RFP.pdf   |
| Instructions                    |   |
| Distribute as PDF               | Yes   |
| <b>Distribution Information</b> |   |
| Distribution Unit               | MERX DISTRIBUTION UNIT                                      |
| Ship By                         | Upload  |
| <b>Contact Information</b>      |   |
| Organization                    | U.S. Communities  |
| Buyer MERX                      | Mr. Paul Terragno   |
| Address                         | 2033 N Main Street Suite 700<br>Walnut Creek<br>CA<br>94596 |
| Phone                           | 301-717-2969  |
| Fax                             | 301-975-1015  |

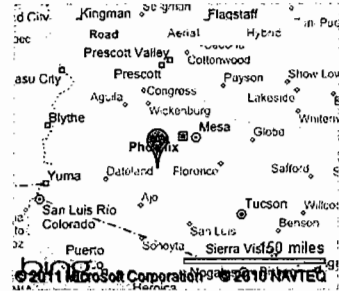
< Back to Results

Last Updated: 3/26/2011

## Bid: Maintenance, Repair, Operating Supplies, Industrial Supplies, And Related Services

Location: MARICOPA County, AZ  
Submission Date: 4/29/2011 2:00 PM | VCal  
Pre-Bid Meeting: 4/12/2011 9:00 AM (mandatory) | VCal  
Owner: Maricopa County | VCard  
Buyer: Charles Hinegardner | VCard  
Buyer Phone: (602) 506-6476

Save Item Find similar



Overview Contacts

Download PDF | Print | Send To

## Bid: Maintenance, Repair, Operating Supplies, Industrial Supplies, And Related Services

Location: MARICOPA County, AZ  
Submission Date: 4/29/2011 2:00 PM | VCal  
Pre-Bid Meeting: 4/12/2011 9:00 AM (mandatory) | VCal  
Estimated Contract Value: \$250,000,000.00  
Contract Term: 1 year  
Owner: Maricopa County | VCard  
Owner Address: Phoenix, Arizona 85003  
Owner Website: <http://www.maricopa.gov>  
Sector: State/Municipal  
Buyer: Charles Hinegardner | VCard  
Title: Procurement Consultant  
Department: Procurement/Materials Management  
Buyer Address: 320 West Lincoln Street  
Phoenix, Arizona 85003  
Buyer Email: [hinegardner@mail.maricopa.gov](mailto:hinegardner@mail.maricopa.gov)  
Buyer Phone: (602) 506-6476  
Buyer Fax: (602) 324-3681  
Bid Number: 11019-RFP  
Onita Reference Number: BID:20051082  
Publication Date: 3/29/2011

### Tips & Tricks

The Submission Date is the deadline for submitting the proposal / bid for this project. The pre-bid meeting is sometimes mandatory. If you are interested in this project, it is always a good idea to call the buyer to get more and accurate information. If there is no buyer information on this page, you can look at the owner on the contacts tab and call the number. They should be able to connect you through to the buyer.

You can add the submission date and the date of the pre-bid meeting to your Outlook calendar with the "VCal" link.

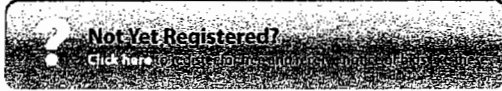
The project history tells you the different stages that this project went through and the documents that are available. Although we try to cover each project as comprehensively as possible, there might be cases when we are not able to connect all documents that belong together. Click on the titles to view details for different stages of the project.

### Project Description:

Bid Number: 11019-RFP for Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Services Maricopa County, Arizona (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 PM Arizona Time on April 29, 2011. Additional information may be found at: <http://www.bidsync.com>.

### Categories:

O&M - Furnace, Duct and Chimney Cleaning, O&M - Janitorial / Custodial Services, Electrical Equipment, Wiring and Lighting Supplies, Paint, Wallpaper, Drywall, Insulation, Tile Supplies, Hardware, Hand Tools, Plumbing and HVAC Equipment Supplies, Landscaping, Park and Recreation Equipment and Supplies, Concrete, Stone Products, Masonry and Bricks Supplies, Roofing, Siding, Doors and Windows Supplies, O&M - Custodial / Facility Services Equipment, O&M - Electronic, Medical Lab and Precision Equipment Repair, O&M - Materials Handling Equipment, Construction - Renovation, Rehabilitation and Historic Preservation, O&M - Elevator, Escalator and People Mover, O&M - Pumps and Compressors, O&M - HVAC and Refrigeration, Erosion Control Supplies - Liners and Geotextiles, O&M - Plumbing and Drain Cleaning Services, Laboratory Equipment and Supplies, IT - Wireless Communications, IT - Telecommunications Systems and Hardware, Floor Coverings, Removal and Installation Supplies, O&M - Roofing, O&M - Industrial and Farm Machinery Repair, Lumber, Millwork, Plywood, and Veneer Supply, Custodial / Janitorial Equipment and Supplies, Contractor - Painting, Wall Covering, Glass and Glazing, Contractor - Electrical, Contractor - Heating, Ventilating, Air Conditioning, Refrigeration, IT - Computer Hardware, O&M - Landscaping / Grounds Keeping, O&M - Electrical and Lighting Service, O&M - Carpet and Upholstery Cleaning Services, O&M - Water Supply / Sewage and Waste, O&M - Painting / Wall Covering



Description | Attachments

|   |   |
|---|---|
| BID #11019-RFP - MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED SERVIC RFP |   |
| Time Left   | 29 days, 7 hrs  |
| Time Started  | Mar 24, 2011 1:21:00 PM MST   |
| Time Ends   | Apr 29, 2011 2:00:00 PM MST   |
| Agency Information  | Maricopa County, AZ ( <a href="#">view agency's bids</a> )            |
| Department  | 730 - MATERIALS MANAGEMENT ( <a href="#">view department's bids</a> ) |
| Bid Contact   | (Please login to see contact information)                             |
| Pre-Bid Conference(s)   | (Please login to see Pre-Bid Conference information)                  |
| Bid Packet:   | <a href="#">Packet for Bid 11019-RFP</a> [download]                   |

|                    |  |
|--------------------|--|
| <b>DESCRIPTION</b> |  |
| Bid Number         | 11019-RFP  |
| Title              | MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED SERVIC   |
| Description        | Responses to this Solicitation are due by 2:00 P.M. (AZ Time)at Maricopa County Materials Management, 320 W. Lincoln 2nd Floor, Phoenix, AZ 85003.<br>Added on Mar 30, 2011:<br>This Adendum deletes unnecessary information in Attachments D, D-1, D-2, D-3 and D-4.<br>Added on Mar 30, 2011:<br>Administrative Changes Only.<br>Added on Mar 30, 2011:<br>Adminstrative Changes Only. |

|   |  |
|---|--|
| <b>DOCUMENTS</b>  |  |
| 1. <a href="#">11019-Solicitation Addendum 1.doc</a> [download] [PDF] | 2. <a href="#">11019-Attachment A Pricing.xls</a> [download] [PDF] |
| 3. <a href="#">11019-Attachment A-1 Pricing.xls</a> [download]        | 4. <a href="#">11019-Attachment E.xls</a> [download]               |

|   |                              |
|---|------------------------------|
| <b>CONTRACTOR ADVERTISEMENTS</b>                  | <a href="#">VIEW ALL ADS</a> |
| There are no advertisements on this solicitation. |                              |

|   |
|---|
| <b>PLEASE LOGIN</b>   |
| If you are not already registered please click <a href="#">Register</a> to go to BidSync's Registration page. |
| <a href="#">Log In</a>  |

AFFIDAVIT OF PUBLICATION

# DJC

921 SW Washington, Suite 210 / Portland, OR 97205  
(503)226-1311 FAX (503) 222-5358

STATE OF OREGON, COUNTY OF MULTNOMAH, --ss.

I, MARC CAPLAN, being first duly sworn, depose and say that I am a Manager of the DAILY JOURNAL OF COMMERCE, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the

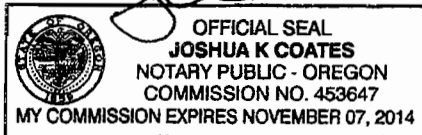
REQUEST FOR PROPOSALS  
MARICOPA COUNTY, ARIZONA - MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED SERVICES

a printed copy of which is attached, was published in the entire issue of this newspaper for 7 time(s) in the following issues:

03/28/2011, 03/29/2011, 03/30/2011, 03/31/2011, 04/01/2011, 04/04/2011, 04/05/2011.



Subscribed and sworn to before me this 5th day  
of April, 2011.



**MARICOPA COUNTY,  
ARIZONA  
MAINTENANCE, REPAIR, OPERATING  
SUPPLIES, INDUSTRIAL SUPPLIES  
AND RELATED SERVICES  
Proposals due 2:00 pm, Apr. 29  
REQUEST FOR PROPOSALS**

Maricopa County, Arizona (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 PM Arizona Time on April 29, 2011. Additional information may be found at: <http://www.bidsync.com>  
Published Mar. 28, 29, 30, 31 & Apr. 1, 4 & 5, 2011.

10172675SB-7t

U S COMMUNITIES  
Attn: MARY PELFREY  
9124 DRAYTON LANE  
FORT MILL, SC 29707

Order No.: 10172675  
Client's Reference No.:

**RFP #11019 for Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Services**  
 Maricopa County, Arizona (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 PM Arizona Time on April 29, 2011. Additional information may be found at: <http://www.bidsync.com>.  
 (30955r1 Hawaii Tribune-Herald: March 30, 31; April 1, 2, 3, 4, 5, 2011)

**AFFIDAVIT OF PUBLICATION**

State of Hawaii )  
 ) SS:  
 County of Hawaii )

LEILANI K. R. HIGAKI, being first

duly sworn, deposes and says:

1. That she is the BUSINESS MANAGER of HAWAII TRIBUNE-HERALD, a newspaper published in the City of HILO, State of Hawaii.

2. That the "RFP #11019 for Maintenance, Repair, Operating Supplies...Maricopa County, Arizona...etc.,"

of which a clipping from the newspaper as published is attached hereto, was published in said newspaper on the following date(s) March 30, 31; April 1, 2, 3, 4, 5, 2011, (etc.).

30955r1

*Leilani K.R. Higaki*

Subscribed and sworn to before me  
 this 11th day of April, 2011.

*Sharon H. P. Ogata*

SHARON H. P. OGATA  
 Notary Public, Third Circuit, State of Hawaii

My commission expires October 1, 2012

[Home](#) [News & Events](#) [Current Solicitations](#)

### CURRENT SOLICITATIONS

Listed below are posting details and documents for competitive solicitations currently in progress. Resulting contracts will be made available through the U.S. Communities cooperative purchasing program.



#### PUBLIC SAFETY AND EMERGENCY PREPAREDNESS EQUIPMENT AND RELATED SERVICES

**Lead Agency:** Fairfax County

**Status:** Waiting for Response

**Schedules:** Pre-Proposal Conference: March 23rd, 2011  
Responses due: April 7th, 2011 @ 2p.m. EST

**RFP Documents:**

RFP11-205753-10  
 RFP11-205753-10 Addendum 1  
 Addendum 2

**Posting Information:**

U.S. Communities: Current Solicitations  
Canadian MERX Public Tenders  
Onvia Demand Star  
Fairfax County, Virginia  
Association of Oregon Counties  
State of Hawaii and Oregon

**Date Posted:**

March 11th, 2011 to April 7th, 2011  
March 11th, 2011 to April 7th, 2011  
March 11th, 2011 to April 7th, 2011  
March 11th, 2011 to April 7th, 2011  
March 11th, 2011 to April 7th, 2011  
March 11th, 2011 to April 7th, 2011



#### AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT, MEDIUM, HEAVY DUTY VEHICLES, AND RELATED SERVICES

**Lead Agency:** City of Charlotte

**Status:** Waiting for Response

**Schedules:** Pre-Proposal Conference: April 6th, 2011  
Responses due: April 20th, 2011

**RFP Documents:**

ITB-269-2001-169-AutomotiveParts  
 RFP 269-2011-069 Addendum 1  
 RFP 269-2011-069 Addendum 2  
 RFP 269-2011-069 Addendum 3

**Posting Information:**

U.S. Communities: Current Solicitations  
Canadian MERX Public Tenders  
Onvia Demand Star  
State of North Carolina Interactive Purchasing System  
Association of Oregon Counties  
State of Hawaii and Oregon

**Date Posted:**

March 21st, 2011 to April 20th, 2011  
March 21st, 2011 to April 20th, 2011  
March 21st, 2011 to April 20th, 2011  
March 21st, 2011 to April 20th, 2011  
March 21st, 2011 to April 20th, 2011  
March 21st, 2011 to April 20th, 2011



#### MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED SERVICES




**Lead Agency:** Maricopa County

**Status:** Waiting for Response

**Schedules:** Pre-Proposal Conference: April 12th, 2011  
Responses due: April 29th, 2011

**RFP Documents:**

11019 Maintenance RFP  
 11019 Maintenance RFP Exhibit 10  
 11019 RFP Addendum 1  
 11019 Attachment A Pricing  
 11019 Attachment A-1 Pricing  
 11019 Attachment D(1)  
 11019 Attachment D-2  
 11019 Attachment D-3

-  11019 Attachment D-4
-  11019 Attachment E
-  11019 Solicitation Addendum 2

**Posting Information:**

U.S. Communities: Current Solicitations  
Canadian MERX Public Tenders  
Orvia Demand Star  
Bidsync.com  
Association of Oregon Counties  
State of Hawaii and Oregon

**Date Posted:**

March 24th, 2011 to April 29th, 2011  
March 24th, 2011 to April 29th, 2011  
March 24th, 2011 to April 29th, 2011  
March 24th, 2011 to April 29th, 2011  
March 24th, 2011 to April 29th, 2011  
March 24th, 2011 to April 29th, 2011

FOUNDED BY





# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 3<sup>rd</sup> day of November 20 11

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

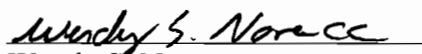
Now on this day the County Commission of the County of Boone does hereby award bid 43-21SEP11 – Generator Inspection Services Term and Supply to Absolute Comfort Technologies. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 3<sup>rd</sup> day of November, 2011.



Daniel K. Atwill  
Presiding Commissioner

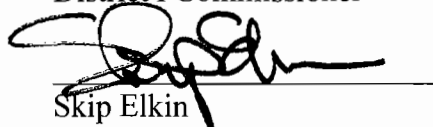
ATTEST:



Wendy S. Noren  
Clerk of the County Commission

*Absent*

Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Tyson Boldan**  
Buyer



601 E. Walnut, Room 209  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Tyson Boldan, Buyer  
DATE: September 30, 2011  
RE: 43-21SEP11 – Generator Inspection Services Term and Supply

The Bid for generator inspection services term and supply closed on September 21, 2011. Four bids were received. Purchasing, Public Works, and Facilities Maintenance recommend award to Absolute Comfort Technologies, for offering the lowest and best bid for Boone County.

This will be a term and supply contract and will be paid from department 6100 –Facilities and Grounds Maintenance, account 71100 – Out Side Services. \$5,925.00 is budgeted for this service.

Attached is the Bid Tabulation for your review.

cc: Contract File



# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



601 E. Walnut, Rm. 208  
Columbia, MO 65201  
(573) 886-4391  
(573) 886-4390

TO: Greg Edington  
Shop Superintendent, PW

Leasa Quick  
Budget Administrator, Sheriff

Bob Davidson  
Facilities Maintenance Manager

FROM: Melinda Bobbitt, CPPB  
Director of Purchasing

DATE: September 26, 2011

RE: BID AWARD RECOMMENDATION - BID # 43-21SEP11 – Generator  
Inspection Services

Attached is the bid tabulation for the four responses received for the above referenced bid. Please return this cover sheet with your recommendation after you have completed the evaluation of this bid. Please fax to 886-4390 or E-mail: [mboobbitt@boonecountymo.org](mailto:mboobbitt@boonecountymo.org).

**DEPARTMENT REPLY:** Department Number: 6100  
Account Number: 71100  
Budgeted: \$5925.00

**Evaluation:**

- Award Bid by lowest and best bid to Absolute Comfort Technologies
- Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).
- Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: 

Date: 9-28-11

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
**Director**



601 E. Walnut, Rm. 208  
Columbia, MO 65201  
(573) 886-4391  
(573) 886-4390

**TO:** Greg Edington  
Shop Superintendent, PW

Leasa Quick  
Budget Administrator, Sheriff

Bob Davidson  
Facilities Maintenance Manager

**FROM:** Melinda Bobbitt, CPPB  
Director of Purchasing

**DATE:** September 26, 2011

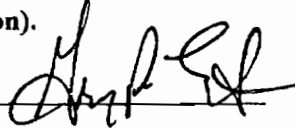
**RE:** BID AWARD RECOMMENDATION - BID # 43-21SEP11 – Generator  
Inspection Services

Attached is the bid tabulation for the four responses received for the above referenced bid. Please return this cover sheet with your recommendation after you have completed the evaluation of this bid. Please fax to 886-4390 or E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org).

**DEPARTMENT REPLY:**      **Department Number:**  
   **Account Number:**  
   **Budgeted:**

**Evaluation:**

- Award Bid by lowest and best bid to Absolute Comfort Technologies
- Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).
- Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

**Administrative Authority Signature:**  **Date:** 9/27/11

**PURCHASE AGREEMENT  
FOR  
Generator Inspection Services**

THIS AGREEMENT dated the 3 day of November 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Absolute Comfort Technologies** herein "Contractor".

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Generator Inspection Services**, County of Boone Request for Bid number **43-21SEP11**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **September 19, 2011** and executed by **Thomas Hall**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on the **January 01, 2012** and extend through **December 31, 2012** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **three (3) additional one year periods** subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. **Billing and Payment** - All billing shall be invoiced to the Correct Boone County Department as outlined by the original Request For Bid and billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

**6. Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

**7. Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

**ABSOLUTE COMFORT TECHNOLOGIES**

by *Charles Stohley*  
 title President  
 address 6309 #5 NW Kelly Dr.  
Parkville, MO 64152

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
*Wendy S. Noren*  
 , Presiding Commissioner

APPROVED AS TO FORM:

*J. Blaw*  
 County Counselor

ATTEST:

*Wendy S. Noren*  
 Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

*Jane E. Pitchford*  
 Signature by *cy*

10/25/11  
 Date

6100/71100 Term/Supply

No Encumbrance Required  
 Appropriation Account

4. Response Form – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number, and the due date and time.

4.1. Company Name:

Absolute Comfort Technologies

4.2. Address:

6309 #5 NW Kelly Drive

4.3. City/Zip:

Parkville, mo 64152

4.4. Phone Number:

816-442-8154

4.5. Fax Number:

816-442-8155

4.6. Federal Tax ID:

261641675

4.6.1. (X) Corporation

( ) Partnership - Name \_\_\_\_\_

( ) Individual/Proprietorship - Individual Name \_\_\_\_\_

( ) Other (Specify) \_\_\_\_\_

4.7. PRICING – Bidders must provide firm, fixed prices below for the original contract period for performing quarterly and annual inspections in accordance with the specifications outlined in this request for bid. In addition, the bidder must provide an hourly labor rate for repairs as well as a 'cost plus' percentage for parts. Bidder's must be able to complete entire grid.

|        | Location                              | A. Quarterly Inspection, Each | Qty | B. Total, Quarterly Inspections (Ax4) | C. Annual Inspection       | Total All Inspections (B+C) |
|--------|---------------------------------------|-------------------------------|-----|---------------------------------------|----------------------------|-----------------------------|
| 4.7.1. | Government Center                     | \$ 280 <sup>00</sup>          | 4   | \$ 1120 <sup>00</sup>                 | \$ 160 <sup>00</sup>       | \$ 1,280 <sup>00</sup>      |
| 4.7.2. | Juvenile Justice Center               | \$ 215 <sup>00</sup>          | 4   | \$ 860 <sup>00</sup>                  | \$ 88 <sup>00</sup>        | \$ 948 <sup>00</sup>        |
| 4.7.3. | Boone County Courthouse               | \$ 280 <sup>00</sup>          | 4   | \$ 1120                               | \$ 100 <sup>00</sup>       | \$ 1,220 <sup>00</sup>      |
| 4.7.4. | Boone County Jail (Generator 1)       | \$ 215 <sup>00</sup>          | 4   | \$ 860 <sup>00</sup>                  | \$ 227 <sup>00</sup>       | \$ 1087 <sup>00</sup>       |
| 4.7.5. | Boone County Public Works             | \$ 215 <sup>00</sup>          | 4   | \$ 860 <sup>00</sup>                  | \$ 395 <sup>00</sup>       | \$ 1255 <sup>00</sup>       |
| 4.7.6. | <b>GRAND TOTAL</b>                    |                               |     |                                       |                            | \$ 5790 <sup>00</sup>       |
| 4.7.7. | Rental Equipment                      |                               |     | <u>20.0</u> % over cost               |                            |                             |
| 4.7.8. | Percentage over Cost for Repair Parts |                               |     | <u>20.0</u> % over cost               |                            |                             |
| 4.8.   | <b>Repairs</b>                        |                               |     | <b>Non Prevailing Wage</b>            | <b>Prevailing Wage</b>     |                             |
| 4.8.1. | Head Mechanic                         |                               |     | \$ 95.00 /hour                        | \$ 120 <sup>00</sup> /hour |                             |
| 4.8.2. | Assistant Mechanic                    |                               |     | \$ 95.00 /hour                        | \$ 120 <sup>00</sup> /hour |                             |



4.09. Renewal Percentages

Maximum % Increase 2<sup>nd</sup> Contract Period: 3.99 %

4.09.1. Maximum % Increase 3<sup>rd</sup> Contract Period: 3.99 %


Maximum % Increase 4<sup>th</sup> Contract Period: 3.99 %

4.10. **WORK AUTHORIZATION CERTIFICATION** – If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification Form attached hereto.

4.11. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.12. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?  Yes  No

4.13. Authorized Representative (Sign By Hand):



4.13.1. Type or Print Signed Name:

Thomas P. Hall III

Today's Date: 9-19-2011

WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Boone/Jackson

State of Missouri

)ss  
) 499-809661

My name is Tom Hall. I am an authorized agent of Absolute Comfort Technologies (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

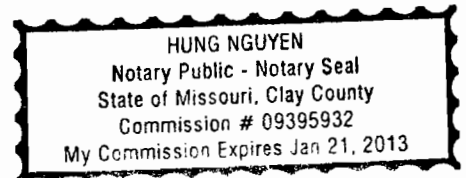
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Thomas D. Hall 9-20-2011  
Affiant Date

Thomas D. Hall  
Printed Name

Subscribed and sworn to before me this 20th day of September, 2011.

Hung Nguyen  
Notary Public



(Please complete and return with Bid Response)

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Thomas D. Hall III      Generator Service Manager      - Absolute Comfort Technologies  
Name and Title of Authorized Representative

      9-20-2011



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 43-21SEP11 – Generator Inspection Services**

**ADDENDUM #1 - Issued September 30, 2011**

This addendum is issued in accordance with the Introduction and General Conditions of Bidding and the Primary Specifications in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

**1. During the bid process Boone County received a question in regards to the Generator Inspection Services Bid:**

**“Can the Annual Inspection be done during a Quarterly Inspection.**

**And an answer was given:**

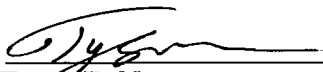
**“Yes an Annual Inspection can be done during Quarterly Inspection but must be scheduled with the supervising Boone County agent.”**

**2. Please replace the bid opening time and date with the following:**

**The bid for 43-21SEP11 – Generator Inspection Services will be opened after 1:30 P.M. on Friday, September 23, 2011 in the Boone County Boone County Johnson Building Conference Room, 601 E. Walnut, Room 209, Columbia, MO 65201.**

**All bids are to be turned before 1:30P.M. on Friday, September 23, 2011 in the Boone County Boone County Johnson Building Conference Room, 601 E. Walnut, Room 209, Columbia, MO 65201**

By:

  
\_\_\_\_\_  
**Tyson Boldan**  
**Buyer**

OFFEROR has examined copy of Addendum #1 to Request for Bid # 43-21SEP11 – Generator Inspection Services, receipt of which is hereby acknowledged:

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_



**Request for Bid (RFB)**

**Boone County Purchasing**  
601 E. Walnut, Room 209  
Columbia, MO 65201

**Tyson Boldan, Buyer**  
(573) 886-4392 - FAX (573) 886-4390  
Email: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org)

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**Bid Data**

Bid Number: **43-21SEP11**  
Commodity Title: **Generator Inspection Services Term and Supply**

**DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

---

**Bid Submission Address and Deadline**

Day / Date: **WEDNESDAY, SEPTEMBER 21, 2011**  
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Paint Building  
613 E. Ash, Room 110  
Columbia, MO 65201**  
Directions: **The Johnston Paint Building is located on the Southeast corner at 7<sup>th</sup> Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.**

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**Bid Opening**

Day / Date: **WEDNESDAY, SEPTEMBER 21, 2011**  
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Paint Building Conference Room  
613 E. Ash, Room 101  
Columbia, MO 65201**

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**Bid Contents**

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**  
**Certification of Individual Bidder**  
**Affidavit**  
**Work Authorization Certification**  
**Debarment Form**  
**Exhibit A-Prior Experience**  
**Standard Terms and Conditions**  
**Prevailing Wage**

**1. Introduction and General Conditions of Bidding**

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.



**2. Primary Specifications**

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of **Generator Inspection Services** for various Boone County facilities.
- 2.1.1. The contractor shall provide all generator inspection services in accordance with any and all laws, regulations codes and standards relating to the services required in this bid request.
- 2.1.2. **Locations and Generator information:** The contractor shall inspect and/or service generators at the following locations:

**To Be Billed To The Facilities Maintenance Department**

- Roger B Wilson Boone County Government Center – 801 E. Walnut, Columbia, MO 65201. **Generator:** Kohler, **Model:** 50R0ZJ71, **Serial Number:** 356743, **Engine:** John Deere, **Engine Model:** 4039TF, **Engine Serial:** CD4039T170486, **Fuel:** Diesel, **Date Installed:** 1993.
- Robert L. Perry Juvenile Justice Center – 5665 N Roger Wilson Memorial Drive, Columbia, MO 65202. **Generator:** Kohler, **Model:** 35HZ82, **Serial Number:** 355479, **Engine:** Ford, **Engine Model:** CSG-64916005-F, **Engine Serial:** 06236 A-27RA, **Fuel:** NG/Propane, **Date Installed:** 1994. Boone County Courthouse – 705 E. Walnut, Columbia, MO 65201. **Generator:** Onan, **Model:** 60EN L, **Serial Number:** H91041675, **Engine:** Ford, **Engine Model:** LSG-6751-6005-1, **Engine Serial:** 08978 K-25-RG, **Fuel:** NG, **Date Installed:** 1993.

**To Be Billed To The Boone County Sheriff Department**

- Boone County Jail – 2121 County Drive, Columbia, MO 65202 (There is one generator at this location). **Generator 1:** Kohler, **Model:** 300R07D81, **Serial Number:** 265096, **Engine:** 9.21 Detroit, **Engine Model:** 80637416, **Engine Serial:** 06VF178979, **Fuel:** Diesel, **Date Installed:** 1991.

**To Be Billed To Boone County Public Works Department**

- Public Works – 5551 Hwy 63-South, Columbia, MO 65201. **Generator:** Generac, **Model:** 8734780100, **Serial Number:** 2095232, **Engine:** John Deere, **Engine Model:** 6135HF485, **Engine Serial:** RG6135L01614, **Fuel:** Diesel, **Date Installed:** 2008.

- 2.1.3. **Hours of Work:** The contractor may inspect and/or service the generators at the Boone County Jail, Boone County Public Works Building, and the Robert L. Perry Juvenile Justice Center during normal business hours, but the generators at the Roger B Wilson Boone County Government Center and Boone County Courthouse **must** be inspected and/or serviced after 6:00 p.m. The contractor must schedule all inspections and/or repairs with the department that will be billed for the service.
- 2.2. **Contract Duration** - The Term and Supply Contract period shall be from January 01, 2012 through December 31, 2013, and may be automatically renewed for up to an additional three (3) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.2.3. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.2.4. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the

County within 30 days of award on contract forms provided by the County.

- 2.2.5. **Quantity** - The quantity of services specified herein are estimates based on past usage and anticipated future requirements and as such, do not constitute a guarantee on the part of the County. The County reserves the right to add, delete, or change the service required at any time during the term of the contract.
- 2.2.6. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.3.. **TECHNICAL SPECIFICATIONS** – The contractor shall provide generator inspection services in accordance with the following specifications:
  - 2.3.1. The contractor shall perform four (4) quarterly inspections of all generators at the locations listed above. The quarterly inspections must include the following:
    - 2.3.1.1. Adjust and clean ignition components,
    - 2.3.1.2. Check oil level in mechanical governors, fill to capacity,
    - 2.3.1.3. Lubricate linkages on mechanical governors or electronic actuator,
    - 2.3.1.4. Check engine antifreeze solution, fill to capacity,
    - 2.3.1.5. Check all fluid hoses for leaks and pliability,
    - 2.3.1.6. Clean sediment in bowl type fuel strainers,
    - 2.3.1.7. Check entire unit for fuel, oil, and antifreeze leakage,
    - 2.3.1.8. Adjust all drive (fan, alternator, water pump, governor, etc.) belts,
    - 2.3.1.9. Clean and refill oil bath type air cleaner-remove dust from dry element types,
    - 2.3.1.10. Check engine starter and charging alternator operations,
    - 2.3.1.11. Check AC and/or DC brushes (where applicable) for proper setting and wear,
    - 2.3.1.12. Add water, clean and grease posts on service engine cranking battery(ies),
    - 2.3.1.13. Load test battery(ies),
    - 2.3.1.14. Check battery charger operations, recalibrate,
    - 2.3.1.15. Clean collector rings,
    - 2.3.1.16. Clean static excitor,
    - 2.3.1.17. Check solid state circuits, rotating diodes, and rectifiers,
    - 2.3.1.18. Clean normal dust deposits from generator,
    - 2.3.1.19. Test run generator (under load for 20 mins.) to check operational status of instruments,
    - 2.3.1.20. Check voltage regulator output; adjust output voltage and frequency,
    - 2.3.1.21. Test all safety shut-down devices incorporated on unit such as low oil pressure, high coolant or air temperature, low coolant level, and over speed, and
    - 2.3.1.22. Check automatic transfer switch for proper voltage at contactor.
    - 2.3.1.23. The contractor must submit written quarterly field service reports to the Facilities Maintenance Manager upon completion of inspection and servicing. The contractor must include the status of the equipment and make recommendations if further parts and/or repairs are needed.
  - 2.3.2. The contractor must complete one (1) annual inspection of the generators at the locations listed above in accordance with the following:
    - 2.3.2.1. Clean and apply corrosion inhibitors to lead acid battery terminals,
    - 2.3.2.2. Inspect and tighten starter motor(s) connection and wiring,
    - 2.3.2.3. Obtain engine oil sample for analysis,
    - 2.3.2.4. Change oil filters,
    - 2.3.2.5. Change engine oil,
    - 2.3.2.6. Clean primary fuel filter (if screen type),
    - 2.3.2.7. Drain water and sediment from day tank,
    - 2.3.2.8. Replace primary and secondary fuel filter elements,
    - 2.3.2.9. Inspect and lubricate governor linkages,
    - 2.3.2.10. Replace coolant filter,
    - 2.3.2.11. Check concentration level of coolant conditioner to prevent cylinder liner pitting or solder bloom,
    - 2.3.2.12. Inspect generator strip heater,
    - 2.3.2.13. Lubricate generator bearing with bearing lubricant for high speed applications,
    - 2.3.2.14. Inspect turbocharger compressor and turbine wheels, and
    - 2.3.2.15. Check turbocharger shaft and play.

- 2.3.2.16. The contractor must submit written annual field service reports to the Facilities Maintenance Manager upon completion of inspection and servicing. The contractor must include the status of the equipment and make recommendations if further parts and/or repairs are needed.
- 2.3.3. The contractor is responsible for the costs associated with all parts, fluids, filters, hazardous waste removal, and related supplies used to complete the inspections and/or tests.
- 2.3.4. **Repair Work:** The contractor shall perform repair work as needed and must provide standard tools of the trade. The contractor must submit a cost estimate to the department associated with the generator that requires repair. The quote shall be based on the labor and repair parts cost submitted with this bid. The contractor shall obtain approval from the Facilities Maintenance Manager prior to beginning any repair work.
- 2.3.5. **Repair Parts:** The contractor shall supply any necessary repair parts on a cost plus basis. The contractor **must** provide receipts for the parts purchased.
- 2.3.6. **Rental Equipment:** The contractor shall furnish rental equipment at standard rates plus a percentage. The contractor shall provide rental tickets showing the actual rental rate.
- 2.3.7. **Transportation:** The contractor shall provide all transportation to and from the jobsite. The contractor shall bring all materials and tools needed to complete the project. Transportation from the shop to the jobsite and back shall be included in the prices outlined on the attached response form. Transportation shall not be billed or compensated separately.
- 2.3.8. **Safety:** The contractor shall follow OSHA regulations for the protection of workers and by-standers. Workers entering a confined space shall have appropriate training and rescue equipment.
- 2.3.9. **Final Inspection and Approval:** The contractor shall request the respective department contact to conduct an inspection after all work is complete. Final approval is contingent upon the respective department's final inspection.
- 2.3.10. **Property Damage:** The contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by the Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.4. **Special Conditions and Requirements**
- 2.4.1. **Sub-Contractors:** The Contractor shall not employ subcontractors without the advance written permission of the Facilities Maintenance Manager.
- 2.4.2. **Contractor Qualifications and Experience:** The Contractor to whom a Generator Inspection Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years.
- 2.4.3. **Invoices:** Invoices must be submitted to the correct department as outlined by generator in section 2.1.2. for payment which will be made with in 30 days after receipt of a correct and valid monthly statement.
- 2.4.3.1. Vendor invoices, packing slips and delivery tickets must contain the County contract number.
- 2.5. **Contractor's Insurance:**
- 2.5.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.5.2. **Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide

Employers' Liability Insurance for the protection of their employees not otherwise protected.

- 2.5.3. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.5.4. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.5.5. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.6. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.7. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.8. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption Letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from unauthorized use of such project exemption certificates.

- 2.9. **LIABILITIES, RIGHTS AND REMEDIES** - The Contractor shall agree that the County shall not be responsible for any liability incurred by the Contractor or his/her employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract. No provision in this document or in the Contractor's response shall be construed, expressly or implied, as a waiver by the County of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract made by the Contractor. The Contractor shall be responsible for any and all injury or damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the Contractor's negligence, the Contractor assumes the obligation to save and hold harmless the County, including its' officers, agents, employees and assigns, from every expense, liability, or payment arising out of such negligent act. The Contractor also agrees to hold the County, including its officers, agents, employees and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract. However the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the County, including its' agencies, employees or assigns.
- 2.10. **SALES/USE TAX EXEMPTION** - County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.11. The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is its their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

- 2.12.1. **Labor Rates:** Work performed under this contract will be subject to Prevailing Wage rates for major repair work. Maintenance work will not be subject to prevailing wage rates. For the initial contract period, **Prevailing Wage Order Number 18** is in effect through the initial contract period. For future renewal periods, the prevailing wage in effect at the start of the June 1 renewal period shall be used for that renewal period.
- 2.12.2. "Major Repairs" are subject to the Prevailing Wage Law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs." Any questions regarding "major repairs" should be addressed to the Boone County Purchasing Department. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. A maintenance project is not subject to the Prevailing Wage Law. Maintenance is recurrent, day-to-day, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facility is not changed, it is maintenance.
- 2.13. **Wage Rates**
- 2.13.1. "Major repair" work from this contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards.
- 2.13.2. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.
- 2.13.3. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work, which may be performed by any worker in any particular period of time.
- 2.13.4. **Prevailing Annual Wage Order Number 18** is attached for the initial contract period. At any given time, the current, "applicable" Prevailing Wage Order is available for review and a copy may be obtained in the office of the Director of Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201; or e-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org); or call (573) 886-4391.
- 2.14. **Inspection of Facilities:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work. The bidder may contact Bob Davidson with Facilities Maintenance, at 886-4401, Leasa Quick with the Boone County Sheriff Department, at 875-1111, and Greg Edington with the Boone County Public Works, to schedule an inspection of the respective equipment prior to bid submission.
- 2.15. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Tyson Boldan, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Phone: (573) 886-4392; Fax: (573) 886-4390; or Email: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org).
- 2.16. **Pricing** - Contract will be awarded based on the firm, fixed prices outlined on the attached Response Form for the initial period ending on December 31, 2009. Prices are subject to adjustment thereafter, effective on the renewal date and must remain firm through the end of the renewal period.

**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
  - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number and the due date and time.**
  - 3.2.2. **Advice of Award** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
  - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
  - 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
  - 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
  - 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
  - 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

**4. Response Form – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number, and the due date and time.**

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

4.6. Federal Tax ID: \_\_\_\_\_

4.6.1. ( ) Corporation

( ) Partnership - Name \_\_\_\_\_

( ) Individual/Proprietorship - Individual Name \_\_\_\_\_

( ) Other (Specify) \_\_\_\_\_

**4.7. PRICING – Bidders must provide firm, fixed prices below for the original contract period for performing quarterly and annual inspections in accordance with the specifications outlined in this request for bid. In addition, the bidder must provide an hourly labor rate for repairs as well as a ‘cost plus’ percentage for parts. Bidder’s must be able to complete entire grid.**

|             | Location                               | A. Quarterly Inspection, Each | Qty | B. Total, Quarterly Inspections (Ax4) | C. Annual Inspection   | Total All Inspections (B+C) |
|-------------|--|-------------------------------|-----|---------------------------------------|------------------------|-----------------------------|
| 4.7.1.      | <b>Government Center</b>               | \$ _____                      | 4   | \$ _____                              | \$ _____               | \$ _____                    |
| 4.7.2.      | <b>Juvenile Justice Center</b>         | \$ _____                      | 4   | \$ _____                              | \$ _____               | \$ _____                    |
| 4.7.3.      | <b>Boone County Courthouse</b>         | \$ _____                      | 4   | \$ _____                              | \$ _____               | \$ _____                    |
| 4.7.4.      | <b>Boone County Jail (Generator 1)</b> | \$ _____                      | 4   | \$ _____                              | \$ _____               | \$ _____                    |
| 4.7.5.      | <b>Boone County Public Works</b>       | \$ _____                      | 4   | \$ _____                              | \$ _____               | \$ _____                    |
| 4.7.6.      | <b>GRAND TOTAL</b>                     |                               |     |                                       |                        | \$ _____                    |
| 4.7.7.      | Rental Equipment                       |                               |     | % over cost                           |                        |                             |
| 4.7.8.      | Percentage over Cost for Repair Parts  |                               |     | % over cost                           |                        |                             |
| <b>4.8.</b> | <b>Repairs</b>                         |                               |     | <b>Non Prevailing Wage</b>            | <b>Prevailing Wage</b> |                             |
| 4.8.1.      | Head Mechanic                          |                               |     | \$ _____ /hour                        | \$ _____ /hour         |                             |
| 4.8.2.      | Assistant Mechanic                     |                               |     | \$ _____ /hour                        | \$ _____ /hour         |                             |



|         |   |  |  |
|---------|---|--|--|
| 4.09.   | Renewal Percentages   |  |  |
| 4.09.1. | Maximum % Increase 2 <sup>nd</sup> Contract Period: _____ % |  |  |
|         | Maximum % Increase 3 <sup>rd</sup> Contract Period: _____ % |  |  |
|         | Maximum % Increase 4 <sup>th</sup> Contract Period: _____ % |  |  |

4.10 **WORK AUTHORIZATION CERTIFICATION** – If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification Form attached hereto.

4.11. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.12. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? \_\_\_\_\_ Yes \_\_\_\_\_ No

4.13. Authorized Representative (Sign By Hand):  
\_\_\_\_\_

4.13.1. Type or Print Signed Name:  
\_\_\_\_\_

Today's Date: \_\_\_\_\_

## CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**AFFIDAVIT**  
**(Only Required for Individual Bidder Certification Option #2)**

State of Missouri            )  
  )SS.  
County of \_\_\_\_\_ )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549 (for use completing the next three pages: Work Authorization Certification; Certification of Individual Bidder; Affidavit)**  
**INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549**

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the

County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a

requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in

a federal work authorization program. To obtain additional information on the Department of Homeland

Security's E-Verify program, go to:

[http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your

contract amount is in excess of \$5,000. **Attach to this form the *E-Verify Memorandum of Understanding that you completed when enrolling***. The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual*

*Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose

**WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of \_\_\_\_\_ )  
  )ss  
State of \_\_\_\_\_ )

My name is \_\_\_\_\_. I am an authorized agent of \_\_\_\_\_ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**(Please complete and return with Bid Response)**

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Representative

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**EXHIBIT A**

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**2. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**3. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**



**Boone County Purchasing**

601 E. Walnut, Room 209

Columbia, MO 65201

*Tyson Boldan, Buyer*

Phone: (573) 886-4392 – Fax: (573) 886-4390

**Standard Terms and Conditions**

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.



14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

**PREVAILING WAGE NOTICE OF EXCESSIVE UNEMPLOYMENT**

**\*\*\* NOW IN EFFECT \*\*\***

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo.) The unemployment rate has exceeded 5% for the past two months. Therefore, this statute is in effect and will remain in effect as long as this notice is posted. For questions call (573) 751-3403. View the Frequently Asked Questions at [http://www.dolir.mo.gov/ls/faq/faq\\_PublicWorksEmployment.asp](http://www.dolir.mo.gov/ls/faq/faq_PublicWorksEmployment.asp) or view the statute 290.550 – 290.580 RSMo, at <http://www.moga.mo.gov/statutes/C290.HTM>.

Nonrestrictive states, which includes the District of Columbia and the territories, and the words "United States" includes such district and territories, as of January 2008 are: Alabama, American Samoa, Arkansas, Georgia, Guam, Hawaii, Indiana, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Northern Mariana Islands, Ohio, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington and Wisconsin

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 18

Section 010

**BOONE COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Carla Buschjost, Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2011**

Last Date Objections May Be Filed: **April 11, 2011**

Prepared by Missouri Department of Labor and Industrial Relations

| OCCUPATIONAL TITLE             | ** Date of Increase | * | Basic Hourly Rates                    | Over-Time Schedule | Holiday Schedule | Total Fringe Benefits |
|--------------------------------|---------------------|---|---------------------------------------|--------------------|------------------|-----------------------|
| Asbestos Worker                |                     |   | \$30.76                               | 55                 | 60               | \$18.11               |
| Boilermaker                    |                     |   | \$32.31                               | 57                 | 7                | \$23.95               |
| Bricklayers - Stone Mason      |                     |   | \$28.20                               | 59                 | 7                | \$14.33               |
| Carpenter                      | 6/11                |   | \$24.09                               | 60                 | 15               | \$12.40               |
| Cement Mason                   | 6/11                |   | \$25.43                               | 9                  | 3                | \$10.45               |
| Electrician (Inside Wireman)   |                     |   | \$30.18                               | 28                 | 7                | \$11.94 + 13%         |
| Communication Technician       |                     |   | USE ELECTRICIAN (INSIDE WIREMAN) RATE |                    |                  |                       |
| Elevator Constructor           |                     | a | \$40.945                              | 26                 | 54               | \$21.505              |
| Operating Engineer             |                     |   |                                       |                    |                  |                       |
| Group I                        | 6/11                |   | \$25.81                               | 86                 | 66               | \$21.43               |
| Group II                       | 6/11                |   | \$25.81                               | 86                 | 66               | \$21.43               |
| Group III                      | 6/11                |   | \$24.56                               | 86                 | 66               | \$21.43               |
| Group III-A                    | 6/11                |   | \$25.81                               | 86                 | 66               | \$21.43               |
| Group IV                       | 6/11                |   | \$23.58                               | 86                 | 66               | \$21.43               |
| Group V                        | 6/11                |   | \$26.51                               | 86                 | 66               | \$21.43               |
| Pipe Fitter                    |                     | b | \$34.00                               | 91                 | 69               | \$21.43               |
| Glazier                        |                     | c | \$26.35                               | 122                | 76               | \$14.22 + 5.2%        |
| Laborer (Building):            |                     |   |                                       |                    |                  |                       |
| General                        |                     |   | \$20.36                               | 42                 | 44               | \$10.94               |
| First Semi-Skilled             |                     |   | \$22.36                               | 42                 | 44               | \$10.94               |
| Second Semi- Skilled           |                     |   | \$21.36                               | 42                 | 44               | \$10.94               |
| Lather                         |                     |   | USE CARPENTER RATE                    |                    |                  |                       |
| Linoleum Layer & Cutter        |                     |   | USE CARPENTER RATE                    |                    |                  |                       |
| Marble Mason                   |                     |   | \$20.62                               | 124                | 74               | \$12.68               |
| Millwright                     | 6/11                |   | \$25.09                               | 60                 | 15               | \$12.35               |
| Iron Worker                    |                     |   | \$27.51                               | 11                 | 8                | \$18.30               |
| Painter                        | 6/11                |   | \$20.80                               | 18                 | 7                | \$10.92               |
| Plasterer                      |                     |   | \$24.29                               | 94                 | 5                | \$12.12               |
| Plumber                        |                     | b | \$34.00                               | 91                 | 69               | \$21.43               |
| Pile Driver                    | 6/11                |   | \$25.09                               | 60                 | 15               | \$12.35               |
| Roofer                         |                     |   | \$27.90                               | 12                 | 4                | \$12.59               |
| Sheet Metal Worker             |                     |   | \$28.90                               | 40                 | 23               | \$13.35               |
| Sprinkler Fitter               | 6/11                |   | \$30.84                               | 33                 | 19               | \$17.00               |
| Terrazzo Worker                |                     |   | \$27.48                               | 124                | 74               | \$14.32               |
| Tile Setter                    |                     |   | \$20.62                               | 124                | 74               | \$12.68               |
| Truck Driver - Teamster        |                     |   |                                       |                    |                  |                       |
| Group I                        | 6/11                |   | \$24.50                               | 101                | 5                | \$9.30                |
| Group II                       | 6/11                |   | \$25.15                               | 101                | 5                | \$9.30                |
| Group III                      | 6/11                |   | \$24.65                               | 101                | 5                | \$9.30                |
| Group IV                       | 6/11                |   | \$25.15                               | 101                | 5                | \$9.30                |
| Traffic Control Service Driver |                     |   | \$26.415                              | 22                 | 55               | \$9.045               |
| Welders - Acetylene & Electric |                     | * |                                       |                    |                  |                       |

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

\*\*Annual Incremental Increase

Building Construction Rates for  
BOONE County Footnotes

Section 010

| OCCUPATIONAL TITLE | ** Date of Increase | Basic Hourly Rates | Over-Time Schedule | Holiday Schedule | Total Fringe Benefits |
|--------------------|---------------------|--------------------|--------------------|------------------|-----------------------|
|                    |                     |                    |                    |                  |                       |
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\* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

- a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
- b - All work over \$7 Mil. Total Mech. Contract - \$34.00, Fringes - \$21.43  
All work under \$7 Mil. Total Mech. Contract - \$32.66, Fringes - \$16.04
- c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 9:** Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

**NO. 11:** Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

**NO. 12:** Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

**NO. 18:** Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

**NO. 22:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 26:** Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 28:** Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

**NO. 33:** Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

**NO. 40:** Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 42:** Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hour's; pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

**NO. 55:** Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.



**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 59:** Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a weeks work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

**NO. 60:** Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

**NO. 86:** Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 91:** Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.00 per hour premium for seven and one-half (7½) hours work. Third shift will be for eight (8) hours regular time pay plus \$2.50 per hour premium for seven (7) hour work.

**NO. 94:** Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

**NO. 101:** Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

**NO. 122:** Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

**NO. 124:** Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

**NO. 4:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

**NO. 7:** The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for this eight (8) hours is too paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

**NO. 8:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

**NO. 15:** All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

**NO. 19:** All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

**NO. 23:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday.

**NO. 44:** All work done on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

**NO. 54:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 55:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 60:** All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

**NO. 66:** All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**NO. 69:** All work performed on New Year's Day, Decoration Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Sunday in a particular year, the holiday will be observed on the following Monday.

**NO. 74:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

**NO. 76:** Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

| OCCUPATIONAL TITLE             | * Date of Increase | Basic Hourly Rates | Over-Time Schedule | Holiday Schedule | Total Fringe Benefits |
|--------------------------------|--------------------|--------------------|--------------------|------------------|-----------------------|
| <b>CARPENTER</b>               |                    |                    |                    |                  |                       |
| Journeyman                     | 6/11               | \$29.52            | 7                  | 16               | \$12.35               |
| Millwright                     | 6/11               | \$29.52            | 7                  | 16               | \$12.35               |
| Pile Driver Worker             | 6/11               | \$29.52            | 7                  | 16               | \$12.35               |
| <b>OPERATING ENGINEER</b>      |                    |                    |                    |                  |                       |
| Group I                        | 6/11               | \$24.89            | 21                 | 5                | \$21.33               |
| Group II                       | 6/11               | \$24.54            | 21                 | 5                | \$21.33               |
| Group III                      | 6/11               | \$24.34            | 21                 | 5                | \$21.33               |
| Group IV                       | 6/11               | \$20.69            | 21                 | 5                | \$21.33               |
| Oiler-Driver                   | 6/11               | \$20.69            | 21                 | 5                | \$21.33               |
| <b>LABORER</b>                 |                    |                    |                    |                  |                       |
| General Laborer                | 6/11               | \$25.16            | 2                  | 4                | \$10.92               |
| Skilled Laborer                | 6/11               | \$25.76            | 7                  | 16               | \$10.92               |
| <b>TRUCK DRIVER - TEAMSTER</b> |                    |                    |                    |                  |                       |
| Group I                        |                    | \$26.57            | 22                 | 19               | \$9.85                |
| Group II                       |                    | \$26.73            | 22                 | 19               | \$9.85                |
| Group III                      |                    | \$26.72            | 22                 | 19               | \$9.85                |
| Group IV                       |                    | \$26.84            | 22                 | 19               | \$9.85                |

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**BOONE COUNTY  
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 2:** Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

**NO. 7:** Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

**BOONE COUNTY  
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

**NO. 21:** Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

**NO. 22:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 4:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

**NO. 5:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

**NO. 16:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 19:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.



## OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adair, Audrain, Boone, Callaway, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis City, St. Louis County, Ste. Genevieve, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas, Warren, and Washington.

### COMMERCIAL WORK

| Occupational Title | Basic   | Total        |
|--------------------|---------|--------------|
|                    | Hourly  | Fringe       |
|                    | Rate    | Benefits     |
| Journeyman Lineman | \$35.03 | \$4.75 + 42% |
| Lineman Operator   | \$30.24 | \$4.75 + 42% |
| Groundman          | \$23.38 | \$4.75 + 42% |

**OVERTIME RATE:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**HOLIDAY RATE:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

### UTILITY WORK

| Occupational Title | Basic   | Total           |
|--------------------|---------|-----------------|
|                    | Hourly  | Fringe          |
|                    | Rate    | Benefits        |
| Journeyman Lineman | \$35.03 | \$4.75 + 39.55% |
| Lineman Operator   | \$30.24 | \$4.75 + 39.55% |
| Groundman          | \$23.38 | \$4.75 + 39.55% |

**OVERTIME RATE:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**HOLIDAY RATE:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.



**Boone County Purchasing**

601 E. Walnut, Room 209  
Columbia, MO 65201

***“No Bid” Response Form***

Tyson Boldan, Buyer  
(573) 886-4392 – Fax: (573) 886-4390

**“NO BID RESPONSE FORM”**

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO  
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

**Bid: 43-21SEP11 – Generator Inspection Services Term & Supply**

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Reason(s) for not bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 3<sup>rd</sup> day of November 20 11

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

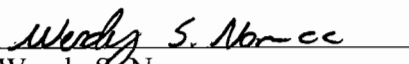
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to cover the costs of trial expenses:


| Department | Account | Department Name | Account Name     | Decrease \$ | Increase \$ |
|------------|---------|-----------------|------------------|-------------|-------------|
| 1123       | 86800   | Emergency       | Emergency        | 7,500.00    |             |
| 1262       | 84700   | Victim Witness  | Witness Expenses |             | 7,500.00    |

Done this 3<sup>rd</sup> day of November, 2011.

  
 Daniel K. Atwill  
 Presiding Commissioner

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

Absent  
 Karen M. Miller  
 District I Commissioner  
  
 Skip Elkin  
 District II Commissioner

# REQUEST FOR BUDGET REVISION

## BOONE COUNTY, MISSOURI

**RECEIVED**

10/31/11

OCT 3 1 2011

**EFFECTIVE DATE**

**FOR AUDITORS USE**

| Department |   |   |   | Account |   |   |   |   | Department Name |                  | BOONE COUNTY AUDITOR<br>Account Name |          | (Use whole \$ amounts) |             |
|------------|---|---|---|---------|---|---|---|---|-----------------|------------------|--------------------------------------|----------|------------------------|-------------|
|            |   |   |   |         |   |   |   |   |                 |                  |                                      |          | Transfer From          | Transfer To |
|            |   |   |   |         |   |   |   |   |                 |                  | Decrease                             | Increase |                        |             |
| 1          | 1 | 2 | 3 | 8       | 6 | 8 | 0 | 0 | Emergency       | Emergency        | 7,500.00                             |          |                        |             |
| 1          | 2 | 6 | 2 | 8       | 4 | 7 | 0 | 0 | Victim Witness  | Witness Expenses |                                      | 7,500.00 |                        |             |
|            |   |   |   |         |   |   |   |   |                 |                  |                                      |          |                        |             |
|            |   |   |   |         |   |   |   |   |                 |                  |                                      |          |                        |             |
|            |   |   |   |         |   |   |   |   |                 |                  |                                      |          |                        |             |
|            |   |   |   |         |   |   |   |   |                 |                  |                                      |          |                        |             |
|            |   |   |   |         |   |   |   |   |                 |                  |                                      |          |                        |             |
|            |   |   |   |         |   |   |   |   |                 |                  |                                      |          |                        |             |
|            |   |   |   |         |   |   |   |   |                 |                  |                                      |          |                        |             |
|            |   |   |   |         |   |   |   |   |                 |                  |                                      |          |                        |             |

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):  
**The State of Missouri v. Johnny Wright, a 30 year old homicide case tried at the beginning of 2011 cost around \$10,000, almost 1/3 of our entire year's budget for court costs, witness expenses and transcripts. Also eight defendants have been charged in the homicide that occurred at Breaktime in 2010. To date there have been six guilty pleas and one jury trial (State of Missouri v. Darris Peal) related to that homicide. The cost to the Prosecutor's Office for that jury trial was around \$8000.00. We have one more homicide case to try in 2011, State of Missouri v. Zachariah Peterson. We anticipate needing approximately \$7500.00 for witness expenses for the remainder of 2011.**

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year?  YES  NO  
 If not, please explain (use an attachment if necessary):

  
 Requesting Official

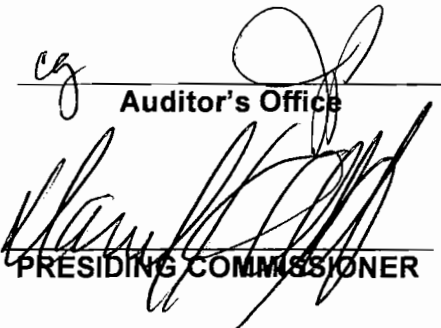
**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments:

To: County Clerk's Office  
 Comm Order # 446-2011

*AGENDA*

Return to Auditor's Office  
 Please do not remove staple.

  
 PRESIDING COMMISSIONER

*Absent*  
 DISTRICT I COMMISSIONER

  
 DISTRICT II COMMISSIONER



FY 2011  
 Budget Amendments/Revisions  
 Victim Witness (1262)

| Index # | Date Recd  | Dept | Account | Dept Name                   | Account Name                  | \$Increase | \$Decrease | Reason/Justification          | Comments |
|---------|------------|------|---------|-----------------------------|-------------------------------|------------|------------|-------------------------------|----------|
| 1       | 10/31/2011 | 1123 | 86800   | Emergency<br>Victim Witness | Emergency<br>Witness Expenses | 7,500      | 10,500     | Cover costs of trial expenses |          |

FY 2011  
Budget Amendments/Revisions  
Emergency (1123-86800)

| Index # | Date Rec'd | Dept | Account | Dept Name                | Account Name               | \$Increase | \$Decrease | Reason/Justification  | Comments   |
|---------|------------|------|---------|--------------------------|----------------------------|------------|------------|---|--|
| 1       | 2/8/2011   | 1123 | 3945    | Insurance claim Activity | Insurance Proceeds         | 5,875      |            |   |  |
|         |            | 1123 | 86800   | Emergency & Contingency  | Emergency                  |            | 17,917     | Establish budget for replacement sheriff vehicle totaled in a crash   |  |
|         |            | 1195 | 92400   | Insurance claim Activity | Replacement Vehicle        | 22,792     |            |   |  |
| 2       | 3/11/2011  | 1123 | 86800   | Emergency & Contingency  | Emergency                  | 19,222     |            | Replace investigator vehicle  | Contract not received by vendor in time to get this pricing, will have to re-bid |
|         |            | 1195 | 92400   | PA-Administration        | Replacement Vehicle        |            |            |   |  |
| 3       | 5/2/2011   | 1123 | 86800   | Emergency & Contingency  | Emergency                  | \$1,415    |            | Cover cost of software upgrade with Vision Solutions which is part of the ASA-00 Upgrade.   |  |
|         |            | 1170 | 92302   | Information Technology   | Reple Computer Software    | \$1,415    |            |   |  |
|         |            | 2010 | 91302   | Assessment               | Computer Software          | \$200      |            |   |  |
|         |            | 2010 | 91301   | Assessment               | Computer Hardware          | \$190      |            |   |  |
|         |            | 2010 | 92302   | Assessment               | Reple Computer Software    | \$390      |            |   |  |
| 4       | 5/2/2011   | 1123 | 86800   | Emergency & Contingency  | Emergency                  | 390        |            | Cover cost of software need for laptop that was donated to the Sheriff's Dept   |  |
|         |            | 1170 | 91302   | Information Technology   | Computer Software          | 390        |            |   |  |
| 5       | 5/31/2011  | 1123 | 86800   | PA Administration        | Emergency                  | 23,425     |            | Replace investigator vehicle  |  |
|         |            | 1261 | 92400   | PA Administration        | Replacement Vehicle        | 23,425     |            |   |  |
| 6       | 8/17/2011  | 1123 | 86800   | Emergency & Contingency  | Emergency                  | 422        |            | Cover increased cost for publishing additional pages of financials for compliance   |  |
|         |            | 1131 | 84400   | County Clerk             | Public Notices             | 422        |            |   |  |
| 7       | 8/19/2011  | 1123 | 71104   | Employee Benefits        | Administrative Services    | 300        |            | To cover EAP costs through end of 2011  |  |
|         |            | 1123 | 86800   | Emergency & Contingency  | Emergency                  | 3,000      |            |   |  |
|         |            | 1192 | 71101   | Employee Benefits        | Professional Services      | 3,500      |            |   |  |
| 8       | 8/30/2011  | 1123 | 86800   | Emergency & Contingency  | Emergency                  | 221        |            | Cover copier expense portion owed by Commission Office for Toner copier when it was still leased under Commission Office at Lifestyles building                           |  |
|         |            | 1190 | 60050   | Non-Departmental         | Equipment Service Contract | 221        |            |   |  |
| 9       | 9/2/2011   | 1123 | 86800   | Emergency & Contingency  | Emergency                  | 31         |            | Exhausted funds publishing annual financial statement. Added several pages this year increasing our costs. Funds needed to cover annual tax rate hearing notice printing. |  |
|         |            | 1131 | 84400   | County Clerk             | Public Notices             | 31         |            |   |  |
| 10      | 10/31/2011 | 1123 | 86800   | Emergency                | Emergency                  | 7,500      |            | Cover costs of trial expenses   |  |
|         |            | 1262 | 84700   | Victim Witness           | Witness Expenses           | 7,500      |            |   |  |

2011 Emergency Fund  
1123-86800

| DATE                 | DEPARTMENT                   | DEPT.<br>NO.    | ACCOUNT                              | ORIGINAL AMOUNT |                     | REMAINING      |  | DESCRIPTION  |
|----------------------|------------------------------|-----------------|--------------------------------------|-----------------|---------------------|----------------|--|--|
|                      |                              |                 |                                      | BUDGET          | USED                | BUDGET         |  |  |
| 1/1/2011             | Original budget              |                 |                                      | 725,000         |                     | 725,000        |  | Original budget  |
| 2/8/2011             | Insurance Claim Actr         | 1195            | 92400 Replacement Vehicles           |                 | (17,917)            | 707,083        |  | replacement sheriff vehicle totaled in crash   |
| <del>3/31/2011</del> | <del>PA-Administration</del> | <del>1261</del> | <del>92400 Replacement Vehicle</del> |                 | <del>(19,237)</del> | 707,083        |  | <del>replace investigator vehicle</del>  |
| 5/2/2011             | Information Technol          | 1170            | 92302 Replacement Computer Software  |                 | (1415)              | 705,668        |  | Upgrade software with Vision Solutions, part of AS/400 upgrade   |
| 5/2/2011             | Information Technol          | 1170            | 91302 Computer Software              |                 | (390)               | 705,278        |  | Software for laptop donated to sheriff's dept  |
| 5/31/2011            | PA Administration            | 1261            | 92400 Replacement Vehicle            |                 | (23,425)            | 681,853        |  | replace investigator vehicle   |
| 8/17/2011            | County Clerk                 | 1131            | 84400 Public Notes                   |                 | (422)               | 681,431        |  | Cover increased cost for publishing additional pages of financials for compliance  |
| 8/19/2011            | Employee Benefits            | 1192            | 71101 Professional Services          |                 | (3,000)             | 678,431        |  | To cover EAP costs through end of 2011   |
| 8/30/2011            | Non-Departmental             | 1190            | 60050 Equipment Service Contract     |                 | (221)               | 678,210        |  | To cover copier expense portion owed by Commission Office for Pednet copier when it was still leased under Commission Office at Lifetvloc building |
| 9/21/2011            | County Clerk                 | 1131            | 84400 Public Notes                   |                 | (31)                | 678,179        |  | To cover costs for publication of annual tax rate hearing notice   |
| 10/18/2011           | Victim Witness               | 1262            | 84700 Witness Expenses               |                 | (7,500)             | 670,679        |  | To cover trial expenses  |
|                      | Total                        |                 |                                      | <u>725,000</u>  | <u>(54,321)</u>     | <u>670,679</u> |  |  |



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 11

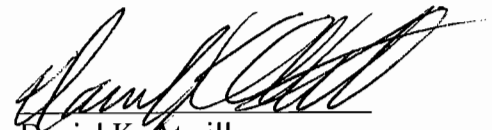
In the County Commission of said county, on the 3<sup>rd</sup> day of November 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to cover an anticipated shortage in the fuel budget:

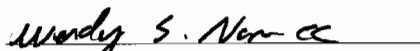
| Department | Account | Department Name     | Account Name       | Decrease \$ | Increase \$ |
|------------|---------|---------------------|--------------------|-------------|-------------|
| 2040       | 86800   | Public Works – Main | Emergency          | 75,000.00   |             |
| 2040       | 59000   | Public Works – Main | Motorfuel/Gasoline |             | 75,000.00   |

Done this 3<sup>rd</sup> day of November, 2011.



Daniel K. Atwill  
 Presiding Commissioner

ATTEST:



Wendy S. Noren  
 Clerk of the County Commission



Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner

# REQUEST FOR BUDGET REVISION

## BOONE COUNTY, MISSOURI

**RECEIVED**

10/27/11

EFFECTIVE DATE

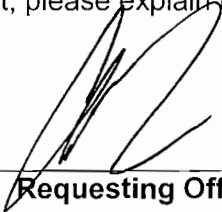
OCT 28 2011

FOR AUDITORS USE

| Department |   |   |   | Account         |   |   |   | BOONE COUNTY AUDITOR |                     | (Use whole \$ amounts) |             |          |
|------------|---|---|---|-----------------|---|---|---|----------------------|---------------------|------------------------|-------------|----------|
|            |   |   |   |                 |   |   |   |                      |                     | Transfer From          | Transfer To |          |
|            |   |   |   | Department Name |   |   |   | Account Name         |                     | Decrease               | Increase    |          |
| 2          | 0 | 4 | 0 | 8               | 6 | 8 | 0 | 0                    | Public Works - Main | Emergency              | \$75,000    |          |
| 2          | 0 | 4 | 0 | 5               | 9 | 0 | 0 | 0                    | Public Works - Main | Motorfuel/Gasoline     |             | \$75,000 |
|            |   |   |   |                 |   |   |   |                      |                     |                        |             |          |
|            |   |   |   |                 |   |   |   |                      |                     |                        |             |          |
|            |   |   |   |                 |   |   |   |                      |                     |                        |             |          |
|            |   |   |   |                 |   |   |   |                      |                     |                        |             |          |
|            |   |   |   |                 |   |   |   |                      |                     |                        |             |          |
|            |   |   |   |                 |   |   |   |                      |                     |                        |             |          |
|            |   |   |   |                 |   |   |   |                      |                     |                        |             |          |
|            |   |   |   |                 |   |   |   |                      |                     |                        |             |          |
|            |   |   |   |                 |   |   |   |                      |                     |                        |             |          |
|            |   |   |   |                 |   |   |   |                      |                     |                        |             |          |
|            |   |   |   |                 |   |   |   |                      |                     |                        |             |          |
|            |   |   |   |                 |   |   |   |                      |                     |                        |             |          |
|            |   |   |   |                 |   |   |   |                      |                     |                        |             |          |
|            |   |   |   |                 |   |   |   |                      |                     |                        |             |          |
|            |   |   |   |                 |   |   |   |                      |                     |                        |             |          |
|            |   |   |   |                 |   |   |   |                      |                     |                        |             |          |
|            |   |   |   |                 |   |   |   |                      |                     |                        |             |          |

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): **Due to uncertainty about fuel pricing, the 2011 budget was prepared to allow the flexibility to add additional funding for fuel from the emergency budget as needed. Although not certain, the above amount should provide funding to complete 2011 without further revisions.**

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year?  YES  NO  
 If not, please explain (use an attachment if necessary):

  
 \_\_\_\_\_  
 Requesting Official

To: County Clerk's Office  
**Comm Order # 447-2011**  
 Return to Auditor's Office  
 Please do not remove staple.

-----  
**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments:

*Commission Agenda*

  
 \_\_\_\_\_  
 Auditor's Office

  
 \_\_\_\_\_  
 PRESIDING COMMISSIONER

*Absent*  
 \_\_\_\_\_  
 DISTRICT I COMMISSIONER

  
 \_\_\_\_\_  
 DISTRICT II COMMISSIONER

SUBLSCR BOONE                      SUBSIDIARY LEDGER INQUIRY MAIN SCREEN                      10/31/11 10:27:49

|                |                                       |                        |                             |
|----------------|---------------------------------------|------------------------|-----------------------------|
| Year           | <u>2011</u>                           | Original Appropriation | <u>500,000.00</u>           |
| Dept           | <u>2040 PW-MAINTENANCE OPERATIONS</u> | Revisions              | <u>                    </u> |
| Acct           | <u>59000 MOTORFUEL/GASOLINE</u>       | Original + Revisions   | <u>500,000.00</u>           |
| Fund           | <u>204 ROAD &amp; BRIDGE FUND</u>     | Expenditures           | <u>475,493.14</u>           |
|                |                                       | Encumbrances           | <u>                    </u> |
| Class/Account  | <u>A ACCOUNT</u>                      | Actual To Date         | <u>475,493.14</u>           |
| Account Type   | <u>E EXPENSE</u>                      | Remaining Balance      | <u>24,506.86</u>            |
| Normal Balance | <u>D DEBIT</u>                        | Shadow Balance         | <u>24,506.86</u>            |

---

Expenditures by Period

|          |                   |           |                             |
|----------|-------------------|-----------|-----------------------------|
| January  | <u>60,917.74</u>  | July      | <u>59,621.20</u>            |
| February | <u>67,997.44</u>  | August    | <u>43,643.68</u>            |
| March    | <u>92,412.11</u>  | September | <u>17,044.77</u>            |
| April    | <u>52,263.31</u>  | October   | <u>56,992.10</u>            |
| May      | <u>37,642.70</u>  | November  | <u>                    </u> |
| June     | <u>13,041.91-</u> | December  | <u>                    </u> |

F2=Key Scr    F3=Exit    F5=Ledger Transactions    F7=Transactions

SUBLSCR BOONE                    **SUBSIDIARY LEDGER INQUIRY MAIN SCREEN**                    10/31/11 10:28:51

|  |                        |                           |
|--|------------------------|---------------------------|
| Year <u>2011</u>                           | Original Appropriation | <u>250,000.00</u>         |
| Dept <u>2040 PW-MAINTENANCE OPERATIONS</u> | Revisions              | <u>                  </u> |
| Acct <u>86800 EMERGENCY</u>                | Original + Revisions   | <u>250,000.00</u>         |
| Fund <u>204 ROAD &amp; BRIDGE FUND</u>     | Expenditures           | <u>                  </u> |
|  | Encumbrances           | <u>                  </u> |
| Class/Account <u>A ACCOUNT</u>             | Actual To Date         | <u>                  </u> |
| Account Type <u>E EXPENSE</u>              | Remaining Balance      | <u>250,000.00</u>         |
| Normal Balance <u>D DEBIT</u>              | Shadow Balance         | <u>250,000.00</u>         |

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Expenditures by Period

|                |                 |
|----------------|-----------------|
| January _____  | July _____      |
| February _____ | August _____    |
| March _____    | September _____ |
| April _____    | October _____   |
| May _____      | November _____  |
| June _____     | December _____  |

F2=Key Scr    F3=Exit    F5=Ledger Transactions    F7=Transactions

10/31/2011

FY 2011  
 Budget Amendments/Revisions  
**Public Works - Maintenance (2040)**

| Index # | Date Recd  | Dept | Account | Dept Name        | Account Name          | \$Increase | \$Decrease | Reason/Justification  |
|---------|------------|------|---------|------------------|-----------------------|------------|------------|---|
| 1       | 7/6/2011   | 2040 | 91301   | PW - Maintenance | Computer Hardware     | 2,000      | 2,000      | Re-classify funds for training on the new sign shop equipment and software. |
|         |            | 2040 | 71101   | PW - Maintenance | Professional Services | 2,000      |            |   |
| 2       | 10/14/2011 | 2040 | 91300   | PW-Maintenance   | Mach & Equip          | 25,000     | 25,000     | Re-classify funds to cover purchase of IT pickup                            |
|         |            | 2040 | 92400   | PW-Maintenance   | Replc. Auto/Truck     | 25,000     |            |   |
| 3       | 10/28/2011 | 2040 | 86800   | PW-Maintenance   | Emergency             | 75,000     | 75,000     | Cover anticipated shortage in fuel budget                                   |
|         |            | 2040 | 59000   | PW-Maintenance   | Motorfuel/Gasoline    | 75,000     |            |   |