

#### COBB COUNTY PURCHASING DEPARTMENT

122 Waddell Street
Marietta, Georgia 30060
(770) 528-8400 /FAX (770) 528-1154
Email: purchasing @cobbcounty.org
www.cobbcounty.org/purchasing

#### **IMPORTANT NOTICE – PLEASE READ CAREFULLY!!**

ALL bids **MUST** be received at the Cobb County Purchasing Department.

#### BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY

**Any bid received later than 12:00 (noon) will not be accepted**. The County accepts no responsibility for delays in the mail. Bids are to be mailed or delivered to:

## COBB COUNTY PURCHASING DEPARTMENT 122 Waddell Street MARIETTA, GA 30060

All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope <u>WILL NOT</u> be considered.

#### PLEASE CHECK bid specifications and advertisement for document requirements.

Documents/Forms listed below <u>MUST</u> be submitted when required.

Omission of these documents /forms will cause your bid/proposal to be declared **NON-RESPONSIVE**.

- BID SUBMITTAL FORM
  - ▶ Official Signature is required on this form guaranteeing the quotation.
- CONTRACTOR AFFIDAVIT and AGREEMENT Exhibit A
  - ► Affidavit **MUST** be signed, notarized and submitted with any bid requiring the performance of physical services.

    If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.
- BID BOND (NOT REQUIRED)

If your firm is classified as a Disadvantaged Business Enterprise (DBE) please complete Exhibit B with bid response. A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business.

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A "SEALED BID LABEL" has been enclosed to affix to your bid. This label <u>MUST</u> be affixed to the outside of the envelope or package, even if it is a "NO BID" response. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No bid will be accepted after the date and time specified.

Thank you in advance for your cooperation.

#### **Advertisement for Request for Proposals**

Cobb County will receive Sealed Proposals before 12:00 noon, February 8th, 2018 in the

Cobb County Purchasing Department 122 Waddell Street Marietta, Georgia 30060

No bids will be accepted after the 12:00 noon deadline.

Sealed Bid #18-6320
Request for Proposal
Document and Media Destruction Services
Cobb County Purchasing Department

Pre-Proposal Meeting: January 23, 2018 @11:00 A.M.
Cobb County Purchasing Department
122 Waddell Street
Marietta, Georgia 30060

Proposals are opened at 2:00 p.m. in the Cobb County Purchasing Department, 122 Waddell Street, Marietta, Georgia 30060

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the "performance of physical services" in order to be considered.

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. www.cobbcounty.org/purchasing.

Advertise: January 12, 19, 26

February 2

#### **BID SUBMITTAL FORM**



#### SUBMIT BID/PROPOSAL TO:

Cobb County Purchasing Department 122 Waddell Street Marietta, GA 30060

# BID/PROJECT NUMBER: 18-6320 Request for Proposal Document and Media Destruction Services Cobb County Purchasing Department

DELIVERY DEADLINE: FEBRUARY 8, 2018 BEFORE 12:00 (NOON) EST (NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: February 8, 2018 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:	
Company name:	·
Contact name:	
Company address:	<del>-</del>
E-mail address:	
Phone number:	Fax number:
NAME AND OFFICIAL TITLE OF OFFICER GUARANTE	EEING THIS QUOTATION:
(PLEASE PRINT/TYPE) NAME	TITLE
SIGNATURE OF OFFICER ABOVE:	
(SIGNA	TURE)
TELEPHONE:	FAX:
BIDDER WILL INDICATE TIME PAYMENT DISCOUNT:	
BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE	E (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number <u>18-6320</u>; is a firm offer, **as defined by section O.C.G.A.** (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178), by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 days calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

#### SEALED BID LABEL

#### SEALED BID ENCLOSED

DELIVER TO:
Cobb County Purchasing
122 Waddell Street
Marietta, GA 30060

\_\_\_\_\_

**SEALED BID #18-6320 DATE: February 8, 2018** 

**BIDS MUST BE RECEIVED BEFORE 12:00 NOON** 

**DESCRIPTION:** Request For Proposal

**Document and Media Destruction Services** 

VENDOR:\_\_\_\_\_

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



#### "STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT 122 WADDELL STREET MARIETTA, GA 30060

#### TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.

Thank you for your cooperation.
<b>Cobb County Purchasing Department</b>

# "STATEMENT OF NO BID" SEALED BID NUMBER 18-6320 Request for Proposal Document and Media Destruction Services Cobb County Purchasing Department

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: Cobb County Purchasing Department, Attention: Sealed Bid Department, 122 Waddell Street, Marietta, GA. 30060 -Fax # 770-528-1154

I do not wish to submit a bid/proposal on this solicitation.

I wish to be retained on the vendor list for this commodity or service: Yes No Please PRINT the following:		
Company	Representative	
You are invited to list reasons for your decis	sion not to bid:	



#### **REQUEST FOR PROPOSAL**

Sealed Bid #18-6320

Document and Media Destruction Services

Cobb County Purchasing Department

Bid Opening Date: February 8, 2018

Pre-Proposal Conference: January 23, 2018 @ 11:00 AM (E.S.T.)
Cobb County Purchasing Department
122 Waddell Street
Marietta, Georgia 30060

Proposals Are Received In the Cobb County Purchasing Department 122 Waddell Street Marietta, GA 30060

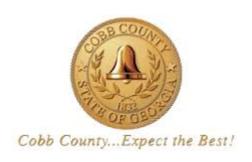
Before 12:00 (Noon) By the Bid Opening Date

Proposal Will Be Opened In the Cobb County Purchasing Department at 2:00 pm 122 Waddell Street Marietta, GA 30060

VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 2 COPIES AND 10 FLASH DRIVES OR CDs (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

NAME:	
ADDRESS:	
REPRESENTATIVE:	
PHONE:	FAX:
E-MAIL	

Note: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.





# COMPETITIVE SOLICITATION BY COBB COUNTY, GA FOR

#### **DOCUMENT AND MEDIA DESTRUCTION SERVICES**

# ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

RFP #18-6320

#### **OVERVIEW**

#### 1. MASTER AGREEMENT

Cobb County, GA (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, higher education institutions, other government agencies and nonprofit organizations in the United States of America (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Document and Media Destruction Services (herein "Products and Services").

#### 2. OBJECTIVES

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

#### 3. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Qualified suppliers are expected to propose the broadest possible selection of document/media destruction and disposal services that they offer. The intent of this RFP is to provide Participating Public Agencies with a full range of solutions to meet their document/media destruction and disposal needs. Therefore, the proposer should have demonstrated experience in providing the services as defined in this RFP, including but not limited to:

- 1. **Scheduled Destruction Services** for documents and various media including, but not limited to, paper, CDs, tapes, hard drives, cell phones, wristbands, ID cards and pill bottles. The proposer shall provide onsite and offsite rates.
- 2. **On-Demand Destruction Services** for documents and various media including, but not limited to, paper, CDs, tapes, hard drives, cell phones, wristbands, ID cards and pill bottles. The proposer shall provide onsite and offsite rates.
- 3. **Biohazardous Waste Disposal** for "red bag" medical waste and sharps containers.
- 4. **Universal Waste Management** for batteries, lamps, mercury-containing equipment and other universal waste.
- 5. **Related Products and Services** Any related products as well as services, such as container rental, container drop off/pick-up, incineration, purge services, IT asset recycling and disposition, and any other services offered by Proposer.

#### **U.S. COMMUNITIES**

#### 4. U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") helps Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines 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 are available for use by the respective Lead Public Agency and, also, by other Participating Public Agencies.

#### **National Sponsors**

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

#### **Advisory Board**

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

Each <u>Advisory Board Member</u> is expected to actively participate in solicitations, participate in policy direction, and share expertise and purchasing innovations.

#### Current U.S. Communities Advisory Board Members

Auburn University, AL Great Valley School District, PA
Beaverton School District, OR Harford County Public Schools, MD

City and County of Denver, CO
City of Charlotte, NC
City of Chicago, IL
City of El Paso, TX
Hennepin County, MN
Los Angeles County, CA
Maricopa County, AZ
Miami-Dade County, FL

City of Houston, TX North Carolina State University, NC

City of Kansas City, MO
City of Los Angeles, CA
Onondaga County, NY
Port of Portland, OR

City of Ocean City, NJ Prince William County Schools, VA
City of Seattle, WA San Diego Unified School District, CA

Cobb County, GA State of Iowa, IA
Denver Public Schools, CO State of Louisiana, LA

Emory University, GA The Ohio State University, OH

Fairfax County, VA The School District of Collier County

Fresno Unified School District, CA

#### **Participating Public Agencies**

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$2.5 Billion Dollars in products and services annually. Each month more than 500 new users register to participate. The continuing rapid growth of public agency participation is fueled by the Program's proven track record of providing unparalleled value to public agencies.

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

Cobb County, GA 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 on pages 64-65.

#### **Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Cobb 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. In 2016, the Advisory Board purchased more than \$168 Million Dollars of products and services from existing U.S. Communities contracts.

#### **Marketing Support**

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

- National Sponsors as referenced above,
- Over 90 State and Regional Sponsors,
- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training and a host of marketing and sales management tools to effectively increase sales through U.S. Communities.

#### **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) whose response(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

#### 5. CONTRACT TERM

- a. The contract shall be for a period of thirty-six months and shall commence on the date of award.
- b. The contract may be renewed, at the discretion of Cobb County Government and upon written agreement by the vendor, for three (3) additional periods of twelve months each. However, the duration of the contract shall not exceed six (6) years including the exercise of any options.

#### **Multi-Year Contract Provisions**

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

#### 6. PRICING

Prices shall remain fixed for the first twelve (12) months of the Master Agreement term. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial twelve (12) months. The Contractor shall supply documentation satisfactory to Cobb County, such as: documented changed to Producers Price Indexes; Consumer Price Indexes; or a manufacturer's published notification of price change(s).

Cobb County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of Cobb County. Requests for any such change must be received in writing by the Cobb County Purchasing Department thirty (30) days prior to the expiration of the original contract term. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturers' or distributors' level shall be reflected in a reduction of the contract price(s) to Cobb County retroactive to the effective date of the price reduction(s).

#### 7. PROPOSAL CONTENTS

To standardize responses and simplify the review and evaluation of responses, all responses must be organized in the manner set forth below, separated in sections, and appropriately titled.

#### 7.1 Cover Letter

The proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

#### 7.2 Executive Summary

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

#### 7.3 Company Background/Profile

Provide information on company background to include the following:

- a. Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.
- b. Date business was established under current name.
- c. Size of company including the total number of employees.
- d. Type of ownership or legal structure of business
- e. Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.
- f. Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?
- g. Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.

#### 7.4 Experience

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information.

- a. Scope of services/contract description (including dates).
- b. Dollar value of contract.
- c. Assigned project personnel.
- d. The contracting entity's contact person, phone number, and e-mail address as reference information

#### 7.5 Product Information/Service Capability

- a. Include detailed catalogs, descriptive literature, and/or a website address that lists all services and associated items that can be provided by the Proposer under this contract.
- b. Provide detailed information on service capabilities of your offering.

#### 7.6 Cost

- a. Provide rates for onsite and offsite service of the types listed in Appendix A-1. Rates shall be provided for scheduled service and on-demand service.
- b. Provide rates for the additional services listed in Appendix A-1. Insert any other services included in your offering and provide the corresponding rates.
- c. Indicate whether there exist any metro areas where rates will differ from those of the rest of the continental United States.
- d. Volume Discounts or Rebates Include any volume discounts or rebates available to Participating Public Agencies (such as prompt pay discounts, etc.).

#### 7.7 Financial Statements

Proposers shall submit a recent history of financial solvency and provide the following:

- a. Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.
- b. Name and address of firm preparing the attached financial statement.
- **c.** State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.

#### 8. EVALUATION CRITERIA

Proposals will be evaluated on the basis of information presented in the proposal package and on an analysis of other available information. The County may conduct such investigations or interviews as it deems necessary to assist in the evaluation of any proposal submitted and to establish to Cobb County's satisfaction the qualifications of any Proposer.

Proposal will be evaluated on the basis of the following criteria:

- a. Company Background/Profile
- b. Relevant Experience and Reference Responses
- c. Service Approach
- d. Financial Stability
- e. Cost
- f. National Qualifications (including response to the U.S. Communities Information Section and inclusion of Administration Agreement, signed, unaltered)

#### 9. BASIS OF AWARD

Proposals will be evaluated by a team of procurement professionals and the award will be made to the firm(s) whose proposal is determined to be most advantageous to US Communities and Cobb County Government.

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.

Cobb County reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of Cobb County and Participating Public Agencies as a result of this solicitation.

#### **Cobb County General Instructions for Proposers, Terms and Conditions**

#### I. Preparation of Proposals

Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk, as the proposer will be held accountable for their proposal response.

Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.

Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.

Requests for Proposals (RFP) issued by Cobb County are advertised on the Cobb County Internet site (<a href="www.cobbcounty.org/purchasing">www.cobbcounty.org/purchasing</a>) and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

#### II. Delivery

Each proposer should state time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

#### III. Explanation to Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc. must be received in writing by **5:00 PM on January 30, 2017** in order for a reply to reach all proposers before the close of the bid. Any information concerning an RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

Submit questions in writing to:

Cobb County Purchasing Department 122 Waddell Street Marietta, GA 30060 Fax: 770-528-1154

Email: purchasing@cobbcounty.org

The written proposal documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: <a href="www.cobbcounty.org/purchasing">www.cobbcounty.org/purchasing</a> Receipt of addenda shall be acknowledged in the submitted proposal. It is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

#### IV. Submission of Proposals

Proposals shall be enclosed in a sealed package, addressed to the Cobb County Purchasing Department with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda shall be enclosed in the sealed envelopes as well. **All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope will not be accepted.** 

Unsigned proposals will not be considered.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

Except as otherwise provided by law, information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

#### V. Withdraw Proposal Due To Error

The proposer shall give notice in writing of his claim of right to withdraw his proposal without penalty due to an error within two (2) business days (48 hours) after the conclusion of the proposal opening. Proposals may be withdrawn from consideration if the price was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the proposal, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. The proposer's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his proposal. If a proposal is withdrawn under the authority of this provision, the lowest remaining responsive proposal shall be deemed to be low proposal. Proposal withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

#### VI. F.O.B. Point

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until the items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

#### VII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

#### VIII. Bid, Payment & Performance Bonds – Not Required

#### IX. Insurance

#### A. Requirement:

Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

#### B. Minimum Limits of Insurance:

Contractor shall maintain insurance policies with coverage and limits no less than:

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).
- ii. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- iii. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.

- iv. Professional Liability (Errors and Omissions) Coverage: \$1,000,000 combined single limit per occurrence is required, in the event a contractor is performing design, engineering or other professional services.
- v. Commercial Umbrella or Excess Liability Coverage: \$2,000,000 in liability excess coverage per occurrence above the contracts stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.
- Builder's "All Risk" Insurance: In the event Contractor is performing vi. construction services under the Contract, Contractor shall procure and maintain "All-Risk" Builder's insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable value" of such equipment and 100% of the value of the Contract, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lighting, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

#### C. <u>Deductibles and Self-Insured Retention</u>

Any deductibles or self-insurance retentions must be declared to and approved by Owner so that Owner may ensure the financial solvency of the Contractor. At the option of Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

#### D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- i. General Liability, Automobile Liability, and Umbrella/Excess Insurance
  - Additional Insured Requirement. Cobb County, its elected and appointed (a) officials. officers. boards. commissions, officers. representatives, servants, volunteers and agents (hereinafter referred to as "Insured Party" or "Insured Parties") are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.
  - (b) Primary Insurance Requirement. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
  - (c) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
  - (d) Separate Coverage. Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
  - (e) Defense Costs/Cross Liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

#### E. Workers' Compensation and Employers Liability Coverage

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Owner, and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for Owner.

#### F. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for Owner.

#### G. All Coverages

#### i. Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner, in care of the Cobb County *[insert department name and address]*. Owner reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

#### (ii) Acceptability.

The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Cobb County. All policies shall be subject to approval by Cobb County Attorney's Office as to form and content.

#### (iii) Failure of Insurers.

The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form

#### H. Verification of Coverage

Contractor shall furnish Owner with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to Owner. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by Owner before any work commences. Owner reserves the right to require complete, certified copies of all required insurance policies at any time. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage

#### I. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

#### X. Award

Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received. The County reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

Time payment discounts will be considered in arriving at net prices and in award of proposal.

It is the intent of Cobb County Government to award all contracts in a manner that promotes fair, equitable treatment of all contractors and sub-contractors without regard to race, color, creed, national origin, gender, age, or disability.

#### **XI.** County Furnished Property

The County will furnish no material, labor or facilities unless so provided in the RFP.

#### **XII.** Rejection of Proposals

Failure to observe any of the instructions or conditions in this request for proposal may constitute grounds for rejection of proposal.

#### XIII. Contract

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Cobb County requires that all agreements between the parties must be entered into via these documents. If any

exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety. The County reserves the right to make changes to the "Sample Contract".

#### **XIV.** Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

#### XV. Non-Collusion

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor
- (c) No attempt has been made, or will be made, by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

#### XVI. Conflict of Interest, Etc.

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and
- 2. That no employee of the County, nor any member thereof, not any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

The responding firm also warrants that he and his sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-consultant(s) to solicit or secure a contract agreement with Cobb County, as related to this RFP, and that he and his sub-consultant(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the responding firm or his sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the subsections above.

#### XVII. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

#### **XVIII. Disputes**

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding, however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

#### XIX. Substitutions

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

#### **XX.** Ineligible Proposers

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

#### XXI. General Information

Sealed proposals, with original signatures, will be accepted by the County Purchasing Department at the time, place, and date specified. One (1) original, two (2) copies, and 10 CDs or flash drive copies of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has authority over project negotiation.

These proposals must be in accordance with the purposes, conditions, and instructions provided in this RFP. The Cobb County Board of Commissioners assumes no responsibility for proposals received after the submission time, whether due to mail delays or any other reason. Proposals received after the submission time will be filed unopened and considered non-responsive.

As previously stated under IV, unsigned proposals will not be considered.

Cobb County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether that proposal is selected. All work performed by the successful respondent shall be performed in compliance with the Americans With Disabilities Act.

#### XXII. Uniformity of Proposal

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The respondent's degree of compliance with the requirements of the RFP will be a factor in the subsequent point-based evaluation of the proposal. Proposals with major deviations or omissions many not be considered for detailed study. Proposals will become part of the contract with Cobb County should they be selected under the RFP.

#### **XXIII. Request Additional Information**

Inquiries that must be answered in regards to the Proposal procedures or technical matters must be submitted in writing via U.S. Mail or facsimile or email to:

Cobb County Purchasing 122 Waddell Street Marietta, GA 30060 Fax: (770) 528-1154

Email: purchasing@cobbcounty.org

Cobb County will not orally or telephonically address any question or clarification regarding specifications or procedures. Cobb County is not bound by any oral representations, clarifications, or changes made to the written specification by County employees, unless such clarification or change is provided to the respondent in written addendum from Cobb County.

#### **XXIV. Firm Prices**

Prices quoted by proposal shall be firm and best prices. Prices quoted must be valid for a minimum of ninety (90) days from the date of bid opening.

#### XXV. Proposal/Presentation Costs

The cost for developing a proposal will be borne by the respondent. Cobb County is not liable for any costs incurred by the respondent in preparation and/or presentation of proposals in response to this RFP or for travel and other costs related to this RFP.

#### **XXVI.** Proposal Format

Presentation of the relevant information is at the discretion of the respondent; however, the proposal must address all items identified in Section Titled, Proposal Requirements. To assist in the evaluation of proposals resulting from the RFP, it is recommended that each proposal be written in a concise and forthright manner and that unnecessary marketing statement and materials be avoided.

#### XXVII. Indemnification/Hold Harmless

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, ("Liabilities") which may arise from or be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section 12.

In any and all claims against an Indemnified Party or Indemnified Parties by an employee of the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, or its subcontractors, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

This obligation to indemnify, defend and hold harmless the Indemnified Party and Indemnified Parties shall survive the expiration or termination of this Agreement provided that the claims are based upon or arise out of acts or omissions that occurred during the performance of this Agreement.

#### XXVIII. Local Vendor Presence (LVP) Program – Not Applicable

#### XXIX. Proposal Evaluation

The Evaluation process will address current requirements and consider possible future operation and maintenance needs. Both objective and subjective rationale will be involved in the decision process.

#### 1. Evaluation Responsibility

A selection committee will coordinate the review of all proposals and will submit a recommendation to the County Manager and Board of Commissioners.

#### 2. Presentations

During the evaluation process, the members of the selection committee may require that responding firms conduct a presentation. If required, these presentations will be scheduled in advance and limited in time. Location of the presentations will be prearranged.

#### 3. Evaluation Criteria

The County will use a specific set of criteria for the qualitative evaluation of competitive proposals. The structure of the evaluation will be to assign points to each response in a number of categories. A non-response to a specific category will result in no points being awarded for that category. Final rankings will be based on a combination of price (where applicable) and qualitative factors.

The evaluation by any Selection Committee will be based on the criteria listed on Page 13.

All proposal requirements must be met, or capable of being met by the responding firm or the proposal will be disqualified as non-responsive. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all project work on schedule should submit a Proposal.

#### **XXX.** Multi-Year Contract Provisions

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

#### **XXXI.** Termination for Convenience

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

#### **XXXII. Proposal Requirements**

The respondents must demonstrate competence and experience in the area of expertise outlined in this Request for Proposal.

If required, respondents must demonstrate competence and experience in public speaking and graphic presentations for the purpose of conveying project information to large and diverse community groups. Respondents should also be able to demonstrate the ability to build consensus among public and private interest groups related to this project.

#### **XXXIII.** Cover Letter/Executive Summary

Respondents shall provide a cover letter or letter of transmittal to briefly summarize the company's interest and relevant qualifications for the project. This letter shall not exceed two (2) pages, and shall be signed by an agent of the responding firm who is authorized to negotiate the details of the proposed services.

#### XXXIV. Project Team

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

#### **XXXV. Special Terms and Conditions**

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

### XXXVI. Compliance with Georgia Security and Immigration Compliance Act PROCEDURES & REQUIREMENTS

(Effective 09-20-2013 - Supersedes All Previous Versions)

#### BACKGROUND

Pursuant to the "Georgia Security and Immigration Compliance Act," Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor and/or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b) (1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor's name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County's experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work.

#### **DEFINITIONS**

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

<u>Physical Performance of Services – any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99.</u>

#### PROCEDURES & REQUIREMENTS

- 1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described below.
- 2. Responsive Bid Documents: Responsive bid documents MUST INCLUDE a signed, notarized affidavit from the contractor in the form attached as EXHIBIT A (CONTRACTOR AFFIDAVIT & AGREEMENT). If the affidavit is not submitted at the <u>time of the bid</u>, the applicant will be <u>disqualified</u>.

## This Affidavit Must Be Signed, Notarized And Submitted With Any Bid Requiring The Performance Of Physical Services. If The Affidavit Is Not Submitted At The Time Of The Bid, The Bid Will Be Determined To Be Non-Responsive And Will Be Disqualified.

- 3. Contract Language & Contractual Requirements: Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:
- (a) That affidavits in the form attached to these "Procedures & Requirements" be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;
- (b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the "Immigration Compliance Certification" and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;
- (c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
- (d) That the contractor be responsible for obtaining and providing to the County the "Subcontractor Affidavit & Agreement" and "Immigration Compliance Certification" attached to and required under these "Procedures & Requirements" from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;
- (e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
- (f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-

- 10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
- (g) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;
- (h) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.
- 4. Immigration Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the "IMMIGRATION COMPLIANCE CERTIFICATION" form attached to these "Procedures & Requirements" and submit the same to the County.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed "IMMIGRATION COMPLIANCE CERTIFICATION" from each subcontractor (regardless of tier) and submit the same to the County.

#### **FORM ATTACHMENTS:**

- 1. CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A);
  - 2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
  - 3. IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

### CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A)

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and

(6) Maintain such records for a period of five (5) years	S.
EEV (E-Verify) Program Number	EEV Program Date of Authorization
BY: Authorized Officer or Agent [Contractor Name]	Contractor Business Name
Printed Name	Date
SWORN AND SUBSCRIBED BEFORE ME ON THIS THE DAY OF, 201_	
Notary Public Commission Expires:	

### SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program Number	EEV Program Date of Authorization
BY: Authorized Officer or Agent [Subcontractor Name]	Subcontractor Business Name
Printed Name	Date
SWORN AND SUBSCRIBED BEFORE ME ON THIS THE DAY OF,	201_
Notary Public Commission Expires:	

Effective 09-20-2013

#### IMMIGRATION COMPLIANCE CERTIFICATION

(Required to be completed by Contractors and all Subcontractors) (EXHIBIT A-2)

	Project Name/Description)
<ul> <li>employees hired after the effective date of or</li> <li>We have not received a Final Nonco</li> <li>If we receive a Final Nonconfirmation</li> <li>we will immediately terminate that employee</li> <li>I have confirmed that we have an I-9 knowledge all the I-9s are accurate.</li> <li>To the best of my knowledge and be work in the United States.</li> <li>If any other employee is assigned to employee prior to the employee commencing</li> </ul>	rerify the employment eligibility of each of the above-listed ar contract to use the program; infirmation response from E-Verify for any of the employees listed. On response from E-Verify for any of the employees listed above, e's involvement with the project. On file for every employee listed above and that to the best of my lief, all of the employees on the above list are legally authorized to this Cobb County project, a certification will be provided for said
Sworn to by:	Employer Name & Address:
Signature of Officer	
Printed Name/Title	
Date	
SWORN AND SUBSCRIBED BEFORE MION THIS THE DAY OF	

Effective 09-20-2013

Notary Public

Commission Expires: \_\_\_\_\_

## XXXVII. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <a href="http://www.dot.state.ga.us/eeo-div/index.shtml">http://www.dot.state.ga.us/eeo-div/index.shtml</a>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

- 1. Cobb County wishes to identify <u>all</u> DBE participation; both at the contractor and sub-contractor levels in the following ways.
  - a. DBE businesses are requested to identify such status at the time they register as a vendor.
  - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
  - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C.** Businesses are requested to complete this report and submit it with each invoice for the time period billed.
- 2. Cobb County has established a <u>Disadvantaged Business Enterprise Plan</u> in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

The <u>Plan</u> applies only to projects which are clearly indicated by the County.

#### **EXHIBIT B**

#### DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department Attn: Purchasing Director 122 Waddell Street Marietta, GA 30060

Fax: 770-528-1154

Email: purchasing@cobbcounty.org

Name of Business:	
Address:	
Selephone:	
Fax:	
Email:	
Certification Number:	
Jame of Organization Certification	

This information is acquired for informational purposes only and will have no bearing on the award unless otherwise stated.

## Instructions for Completing Exhibit C Disadvantaged Business Enterprise (DBE) Participation Report

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP/ITB or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does <u>not</u> administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are <u>not</u> responsible for verification of any DBE Certification information of your subcontractor.

#### \*\*\* Instructions \*\*\*

- 1. Contractor/Vendor is furnished the one-page *DBE Monthly Participation Report* with each Cobb County Government-issued Purchase Order.
- 2. Contractor/Vendor completes this report for each billing period and attaches it to the invoice to then be sent to the County department/agency receiving the service or product.
- 3. Upon receipt of a Contractor/Vendor invoice and DBE report, the County department/agency receiving the service or product should keep a copy of the completed DBE report for their reporting process. In order to add or verify the prime contractor is registered as a DBE vendor in AMS, the County department/agency should send a copy of the DBE report to:

Cobb County Purchasing Division Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

- 1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE.
- 2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.
- 3. Has a personal net worth which does not exceed \$750,000.
- 4. The business meets the Small Business Administration's size standard for a small business. Its annual gross receipts for the three previous fiscal years cannot have exceeded \$22,410,000. Depending on the type of work the business performs, other size standards may apply.
- 5. The business is organized as a for-profit business.
- 6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8 (a) program.

## Exhibit C <u>Cobb County Government Disadvantaged Business Enterprise Participation</u> <u>Monthly Report</u>

Contractor/Vendor: Please <u>keep this blank report</u> to make copies as needed. Print or type in the report, then send the completed report to the County department/agency receiving the service or product.

County Departments: Keep a copy of this completed report and use the dollar figures to input into your quarterly DBE report to the DBE Liaison (Records Management Division). If you already have a similar reporting method of gathering the dollar figures continue to use it. Send a copy of this completed report to the Purchasing Division (Attn: DBE Report) to add or verify the prime contractor is registered as a DBE vendor.

Submitted by:	Month Inv	voiced:	
Name of Prime Contractor/Vendor		From/	
Cobb County Project Name: Bid or P.O. Number:			
Cobb County Department or Agency rec	eiving service or produce	uct:	
Description of Purchased Service/Produc	ct:		
Full Contracted Amount: \$	Payment amount	requested at this time: S	\$
<ol> <li>Are YOU, the Prime Contractor a</li> <li>Are YOUR subcontractors DBE vo</li> </ol>		S NO SS NO	
Please provide information below for each participating DBE subcontractor(s).			
DBE Subcontractor Business Name	Type Service or Product Supplied	DBE Subcontractor Business/Contact Tel. Number	Actual Dollar Value of DBE Subcontractor Participation this Reporting Month
			\$
			\$
			\$
			\$
Submitted by:			
Printed Name		Signature of Authori	ized Representative
Title or position:			
Date Completed:			

## **SUPPLIER QUALIFICATIONS**

#### **SUPPLIERS**

#### **Commitments**

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

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

## (a) Corporate Commitment.

- (i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.
- (ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.
- (iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.
- (iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
- (v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.
- (vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.
- (vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

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

## (b) **Pricing Commitment**.

- (i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.
- (ii) <u>Contracts Offering Lower Prices</u>. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.
  - (A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
  - (B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
  - (C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.
- (iii) <u>Deviating Buying Patterns</u>. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

- (iv) <u>Supplier's Options in Responding to a Third Party Procurement Solicitation</u>. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:
  - (A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
  - (B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.
  - (C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
  - (D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.
  - (E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

#### (c) **Economy Commitment**.

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

## (d) Sales Commitment.

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

(i) <u>Supplier Sales</u>. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and

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

- (ii) <u>Branding and Logo Compliance</u>. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.
- (iii) <u>Sales Force Training</u>. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.
- (iv) <u>Participating Public Agency Access</u>. Supplier shall establish the following communication links to facilitate customer access and communication:

and

- (A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:
  - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
    - (2) Copy of original procurement solicitation;
      - (3) Copy of Master Agreement including any amendments;
      - (4) Summary of Products and Services pricing;
    - (5) Electronic link to U.S. Communities' online registration page;
      - (6) Other promotional material as requested by U.S. Communities.
- (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
- (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
- (v) <u>Electronic Registration</u>. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

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

## **U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION**

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto in this U.S. Communities Information Section) and submit with the supplier's proposal without exception or alteration. Failure to do so may result in disqualification.

# SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

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

Ti	Title) (Date)	
(Pi	Printed Name) (S	Signature)
Su	Submitted by:	
	H. Will the U.S. Communities contract be your lead p	public offering to Participating Public Agencies?
	G. Will your company commit to the following imple YES NO	
F.	F. Does your company maintain records of your Particular will share with U.S. Communities to monitor prog YES NO	
E.	E. Will your company assign a dedicated National AcCommunities contract?  YES NO	ecount Manager to support the resulting U.S.
D.	D. Check which applies for your company sales last y Sales between \$0 and \$25,000,000 Sales between \$25,000,001 and \$50,000 Sales between \$50,000,001 and \$100,000 Sales greater than \$100,000,001	),000
C.	C. Does your company have a national sales force, do on Participating Public Agencies in at least 35 U.S YES *NO (*If no, identify the states where you have the abil	. states?
B.	3. Does your company have the ability to provide pro Agency in all 50 states?  YES*NO  (*If no, identify the states where you do not have t Participating Public Agencies.)	
A.	A. Will pricing for all Products/Services offered be the organization to Participating Public Agencies nation YES NO	

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

## **SUPPLIER INFORMATION**

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

## **National Commitments**

1. Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy and Sales) shown on pages 41-45.

## **Company Overview**

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

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	San Francisco	CA
10	Atlanta	GA
12	Boise	ID
6	Lexington	KY
5	New Orleans	LA
3	Philadelphia	PA
	Etc.	Etc.
Total: 366		

- 2. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.
- 3. Explain how your company will educate its sales force about the Master Agreement.

4. Provide the company annual sales for 2014, 2015 and 2016 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2014, 2015, AND 2016								
Segment	<b>2014 Sales</b>	2015 Sales	2016 Sales					
Cities								
Counties								
K-12 (Pubic/Private)								
Higher Education (Public/Private)								
States								
Other Public Sector and Nonprofits								
Federal								
Private Sector								
Total Supplier Sales								

5. For the **proposed products and services included in the scope of your response**, provide annual sales for 2014, 2015 and 2016 in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2014, 2015, AND 2016								
Segment	2014 Sales	2015 Sales	<b>2016 Sales</b>					
Cities								
Counties								
K-12 (Pubic/Private)								
Higher Education (Public/Private)								
States								
Other Public Sector and Nonprofits								
Federal								
Private Sector								
Total Supplier Sales								

- 6. Provide a list of your company's ten largest public agency customers, including contact information.
- 7. What percentage of your business is dedicated to supplying secure information destruction services?
- 8. Are all of your facilities required to maintain NAID certification?
- 9. Please list any existing regional and/or national cooperative purchasing programs. Provide the entity's name(s), contract scope, contract term (including contract options) and annual volume by year for each of the last three years.

## **Order Processing and Distribution**

- 1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.
- 2. In what formats do you accept orders (telephone, ecommerce, etc.)?
- 3. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
- 4. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
- 5. Describe how your company proposes to provide these services nationwide.
- 6. Identify all other companies that will be involved in providing these services to the end user. Indicate the percentage of your services that are self-performed. What services, if any, are subcontracted?
- 7. Provide the number, size and location of your company's shredding facilities, support centers and sales offices.
- 8. If applicable, describe your company's ecommerce capabilities:
  - a. Include details about your company's ability to create punch out sites and accept orders electronically.
  - b. Provide detail on your company's ability to integrate with a public agency's ERP/purchasing system (Oracle, SAP, Jaggaer, etc.). Please include some details about the resources you have in place to support these integrations.
- 9. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
  - a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), etc.
  - b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

## **Marketing and Sales**

- 1. Provide a detailed outline of your company's sales and marketing plan for marketing your offering to eligible agencies nationwide.
- 2. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?
- 3. Please describe your sales goals if awarded the Master Agreement, including targeted dollar volume by year:

\$	.00	in	year	one
_	~ ~			

\$\_\_\_\_\_.00 in year two

\$\_\_\_\_\_.00 in year three

## **National Staffing Plan**

- 1. Please identify the key personnel who will lead and support the implementation period of the contract outlined on page 48, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.
- 2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

Role	Description of Role	Person Responsible and Title	Time Commitment
		and Title	<u>(%)</u>
Executive Sponsor	Responsible for the		
	corporate commitment.		
	Works with Supplier		
	Manager.		
National Account	Responsible for sales		
Manager	efforts and training of		
	sales people across the		
	country. Works daily		
	with Program Managers		
	and Supplier Manager.		
Lead Referral Manager	Responsible for		
_	distributing leads		
	generated through the		
	USC website.		

Marketing Lead	Responsible for all	
	marketing efforts.	
	Works with USC	
	marketing regularly.	
IT Lead	Responsible for	
	building USC landing	
	page for supplier.	
Reporting Lead	Responsible for	
	providing monthly	
	reports to USC.	

- 3. Provide an organizational chart of your company.
- 4. Submit a bio for each of the below personnel:
  - a. The person your company proposes to serve as the National Accounts Manager;
  - b. Each person that will have primary responsibility for U.S. Communities account management; and
  - c. Key executive personnel that will be supporting the program.

### **Products, Services and Solutions**

- 1. Provide a description of how your offering meets the requirements set forth in Section 3, General Definition of Products and/or Services, of the RFP. The primary objective is for each Supplier to provide its complete offering so that Participating Public Agencies may purchase a range of services as appropriate for their needs.
- 2. Provide a description of the containers available to collect materials for destruction. What is the cost for each size container?
- 3. Do all of these containers have locks?
- 4. Do you allow boxes of paper to be picked up for destruction? If so, what is the cost per box? Do the boxes need to be palletized for pickup?
- 5. Are there any charges for program design and site assessments separate from the cost of managing a program? If so, please provide pricing details.
- 6. Is there a minimum service charge per month for services?
- 7. How many vehicles do you have available for onsite destruction services?

- 8. Describe your ability to provide a full report on the material destroyed for each Participating Public Agency. Do you provide a Certificate of Destruction with the weight of material destroyed?
- 9. Please provide a sample "Certificate of Destruction" and/or full report on material destroyed (as mentioned above).
- 10. Do you provide scanning services for the IT equipment (such as hard drives) prior to destruction for tracking?
- 11. Do you provide an area for physical witnessing of documents to be destroyed?
- 12. For offsite destruction services, how do you ensure that material remains secured from the moment of retrieval until destruction is completed?
- 13. Please describe the security measures in place at your shredding facilities.
- 14. Is there a specific timeframe within which material will be destroyed?
- 15. For shredding of paper, what sized pieces are produced and how are they processed after the shredding is completed?

#### **Environmental**

- 1. Provide a brief description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.
- 2. Describe your company's recycling services. Are there any recycling programs offered for destroyed documents or other media?

## **Financial Statements**

1. Submit your latest Dun & Bradstreet report.

## **Additional Information**

Please use this opportunity to describe any other offerings your organization can provide that you feel will give additional value and benefit to Participating Public Agencies.

## **ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT (" <u>Agreement</u> ") is made as of, by and etween U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE (" <u>U.S. Communities</u> ") and (" <u>Supplier</u> ").
RECITALS
WHEREAS,(" <u>Lead Public Agency</u> ") has entered into a certain Master Agreement ated as of even date herewith, referenced as Agreement No, by and between Lead Public Agency and applier (as amended from time to time in accordance with the terms thereof, the " <u>Master Agreement</u> ") for the urchase of (the " <u>Products and Services</u> ");
WHEREAS, the Master Agreement provides that any state, county, city, special district, local overnment, school district, private K-12 school, technical or vocational school, higher education institution polluding community colleges, colleges and universities, both public and private), other government agency or

(including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "<u>Public Agency</u>" and collectively, "<u>Public Agencies</u>") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a "<u>Participating Public Agency</u>";

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

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

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

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

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

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

#### **ARTICLE I**

## **GENERAL TERMS AND CONDITIONS**

- 1.1 The Master Agreement, attached hereto as <u>Exhibit A</u> and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- 1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

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

### **ARTICLE II**

#### TERM OF AGREEMENT

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

## **ARTICLE III**

#### REPRESENTATIONS AND COVENANTS

- 3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.
  - 3.2 <u>U.S. Communities' Representations and Covenants.</u>
- (a) <u>Marketing</u>. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the "<u>Founding Co-Sponsors</u>") and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.
- (b) <u>Training and Knowledge Management Support</u>. U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "<u>Program Manager</u>" and collectively, the "<u>Program Managers</u>"), U.S. Communities shall, with

scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

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

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

- (i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.
- (ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.
- (iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.
- (iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
- (v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.
- (vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.
- (vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.
- (viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

### (b) **Pricing Commitment**.

- (i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.
- (ii) <u>Contracts Offering Lower Prices</u>. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.
  - (A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
  - (B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
  - (C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.
- (iii) <u>Deviating Buying Patterns</u>. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.
- (iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:
  - (A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
  - (B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

- (C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
- (D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.
- (E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.
- (c) <u>Economy Commitment</u>. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.
- (d) <u>Sales Commitment</u>. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.
- Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's (i) Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a nonexclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
- (ii) <u>Branding and Logo Compliance</u>. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.
- (iii) <u>Sales Force Training</u>. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

- (iv) <u>Participating Public Agency Access</u>. Supplier shall establish the following communication links to facilitate customer access and communication:
- (A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:
  - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
  - (2) Copy of original procurement solicitation;
  - (3) Copy of Master Agreement including any amendments;
  - (4) Summary of Products and Services pricing;
  - (5) Electronic link to U.S. Communities' online registration page; and
  - (6) Other promotional material as requested by U.S. Communities.
  - (B) A dedicated toll-free national hotline for inquiries regarding U.S.

Communities.

- (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
- (v) <u>Electronic Registration</u>. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- (vi) <u>Supplier's Performance Review</u>. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.
- (vii) <u>Supplier Content</u>. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "<u>Supplier Content</u>") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party
- 3.4 <u>Breach of Supplier's Representations and Covenants</u>. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

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

## **ARTICLE IV**

#### **PRICING AUDITS**

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

#### **ARTICLE V**

#### **FEES & REPORTING**

- 5.1 <u>Administrative Fees</u>. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "<u>Administrative Fees</u>"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.
- 5.2 <u>Sales Reports</u>. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by <u>Exhibit B</u>, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("<u>Sales Report</u>"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

- 5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.
- 5.4 <u>Online Reporting</u>. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.
- 5.5 <u>Usage Reporting</u>. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:
  - (i) Supplier's Product Number
  - (ii) Product Description
  - (iii) Manufacturer Name
  - (iv) Manufacturer Number
  - (v) Unit of Measure
  - (vi) U.S. Communities Price
  - (vii) Number of times ordered
  - (viii) Units sold
  - (ix) Sales by Manufacturer
- 5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

#### **ARTICLE VI**

#### **MISCELLANEOUS**

- 6.1 <u>Entire Agreement</u>. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
  - 6.3 <u>Assignment</u>.
    - (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>U.S. Communities</u>. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.
- 6.4 <u>Notices</u>. All reports, notices or other communications given hereunder shall be delivered by 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.

J.S. Communities: Supplier:	U.S. Communities 9711 Washingtonian Blvd., Suite 100 Gaithersburg, MD 20878-7381			
Supplier:	Attn: Program Manager Administration			
	Attn: U.S. Communities Program Manager			

- 6.5 <u>Severability</u>. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.
- 6.6 <u>Waiver</u>. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.
- 6.7 <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 6.8 <u>Modifications</u>. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.
- 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. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

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

[Remainder of Page Intentionally Left Blank – Signatures Follow]

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

U.S. Communities:	
U.S. COMMUNITIES GOVERNMENT PUI	RCHASING ALLIANCE
Ву	_
Name:	_
Title:	_
Supplier:	
	_
Ву	_
Name:	_
Title:	

# ATTACHMENT A

## **MASTER AGREEMENT**

(Lead Public Agency Master Agreement/Contract to be attached at time of award.)

# ATTACHMENT B

## SALES REPORT FORMAT

	J , _ u.,	a Format)	1									
				Sales	Report Template							
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State		Agency Type	Year	Qtr Mont	h Amount
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES		90012	20	2012	2 5	1525.5
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES		90071	30	2012	2 5	1603.6
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES		90012	20	2012	2 5	1625.0
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES		90012	20	2012	2 5	45090.7
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON		06340	20	2012	2 5	318.0
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2 5	212.0
			SALES REPORT DATA F	ODMAT								
Column Name	Required	Data Type	Length	Example	Comment		_					_
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading ze	ro.	-					
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below	10.	-					-
Account No.	Optional	Text	25 max		upplier account no.		-					
Agency Name	Yes	Text	255 max	Los Angeles C			-					
Dept Name	Optional	Text	255 max	Purchasing De			-					
Address	Yes	Text	255 max	Fulchasing De	Purchasing Dept		-					
City	Yes	Text	255 max	Los Angeles	Must be a valid City name		-					
State	Yes	Text	2	CA Arigeles	iviust be a valid City Harrie		-					
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zer	ro. Valid zin codo	-					
Agency Type	Yes	Number	2	30								
Year	Yes	Number	4	2010	Occ Agency Type Table Below		1					
Qtr	Yes	Number	1	4			-					
Month	Yes	Number	2	12			1					_
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign	or commas	-					
Allount	103	Number	venteure	40030.73	Two digit decirrial point, no \$ sign	TOT COMMINGS	-					
			Agency Type Table									
		Agency Type ID	Agency Type Description									
		10	K-12									
		11	Community College									
		12	College and University									
		20	City									
		21	City Special District									
		22	Consolidated City/County									
		30	County									
		31	County Special District									
		40	Federal									
		41	Crown Corporations									
		50	Housing Authority									
		80	State Agency									
		81	Independent Special District									
		82	Non-Profit									
		84	Other									

## MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

#### **RECITALS**

- WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");
- WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;
- WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;
- WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;
- WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;
- NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:
- 1. That each party will facilitate the cooperative procurement of Products and Services.
- 2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
- 3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
- 4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services.
- 5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

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

## **STATE NOTICE ADDENDUM**

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

## Nationwide:

http://www.usa.gov/Agencies/Local\_Government/Cities.shtml

#### Other states:

State of Oregon, State of Hawaii, State of Washington

AgencyName	State	Honolulu Fire Department	HI
Malama Honua Public Charter School	HI	COUNTY OF MAUI	HI
ST JOHN THE BAPTIST	HI	DEPARTMENT OF EDUCATION	HI
Waimanalo Elementary and		Lanai Community Health Center	HI
Intermediate School	HI	Maui High Band Booster Club	HI
Kailua High School	HI	Big Brothers Big Sisters	HI
PACIFIC BUDDHIST ACADEMY	HI	Tri-Isle Resource Conservation and	
HAWAII TECHNOLOGY ACADEMY	HI	Development District	HI
CONGREGATION OF CHRISTIAN		Manoa Heritage Center	HI
BROTHERS OF HAWAII, INC.	HI	Olanur	HI
MARYKNOLL SCHOOL	HI	Kumulani Chapel	HI
ISLAND SCHOOL	HI	Chamber of Commerce Hawaii	HI
STATE OF HAWAII, DEPT. OF		Naalehu Assembly of God	HI
EDUCATION	HI	outrigger canoe club	HI
KE KULA O S. M. KAMAKAU	HI	One Kalakaua	HI
KAMEHAMEHA SCHOOLS	HI	Native Hawaiian Hospitality	
HANAHAU`OLI SCHOOL	HI	Association	HI
KIHEI CHARTER SCHOOL	HI	Islands Hospice Inc	HI
EMMANUAL LUTHERAN SCHOOL	HI	St. Theresa School	HI
School Lunch Program	HI	Hawaii Peace and Justice	HI
Ewa Makai Middle School	HI	Kauai Youth Basketball Association	HI
Variety School of Hawaii	HI	NA HALE O MAUI	HI
Our Savior Lutheran School	HI	LEEWARD HABITAT FOR HUMANITY	HI
Maui Police Department	HI	WAIANAE COMMUNITY OUTREACH	HI
BOARD OF WATER SUPPLY	HI	NA LEI ALOHA FOUNDATION	HI
MAUI COUNTY COUNCIL	HI	HAWAII FAMILY LAW CLINIC DBA ALA	
Kauai County Council	HI	KUOLA	HI

BUILDING INDUSTRY ASSOCIATION OF		Kipuka o Ke Ola	НІ
HAWAII	HI	READ TO ME INTERNATIONAL	
UNIVERSITY OF HAWAII FEDERAL		FOUNDATION	HI
CREDIT UNION	HI	MAUI FAMILY YMCA	HI
LANAKILA REHABILITATION CENTER		WAILUKU FEDERAL CREDIT UNION	HI
INC.	HI	ST. THERESA CHURCH	HI
POLYNESIAN CULTURAL CENTER	HI	HALE MAHAOLU	HI
CTR FOR CULTURAL AND TECH		West Maui Community Federal Credit	
INTERCHNG BETW EAST AND WEST	HI	Union	HI
BISHOP MUSEUM	HI	Hawaii Island Humane Society	HI
ALOCHOLIC REHABILITATION SVS OF HI		Western Pacific Fisheries Council	HI
INC DBA HINA MAUKA	HI	Kama'aina Care Inc	HI
ASSOSIATION OF OWNERS OF KUKUI		International Archaeological Research	
PLAZA	HI	Institute, Inc.	HI
MAUI ECONOMIC DEVELOPMENT		Community Empowerment Resources	HI
BOARD	HI	Tutu and Me Traveling Preschool	HI
NETWORK ENTERPRISES, INC.	HI	First United Methodist Church	HI
HONOLULU HABITAT FOR HUMANITY	HI	United Chinese Society	HI
ALOHACARE	HI	Haggai Institue	HI
ORI ANUENUE HALE, INC.	HI	St. Francis Healthcare System	HI
IUPAT, DISTRICT COUNCIL 50	HI	AOAO Royal Capitol Plaza	HI
GOODWILL INDUSTRIES OF HAWAII,		Kumpang Lanai	HI
INC.	HI	Child and Family Service	HI
HAROLD K.L. CASTLE FOUNDATION	HI	MARINE SURF WAIKIKI, INC.	HI
MAUI ECONOMIC OPPORTUNITY, INC.	HI	Hawaii Health Connector	HI
EAH, INC.	HI	Hawaii Carpenters Market Recovery	
PARTNERS IN DEVELOPMENT		Program Fund	HI
FOUNDATION	HI	Maui Aids Foundation Inc	HI
HABITAT FOR HUMANITY MAUI	HI	Pukalani Baptist Church	HI
W. M. KECK OBSERVATORY	HI	Puu Heleakala Community Association	HI
HAWAII EMPLOYERS COUNCIL	HI	Saint Louis School	HI
HAWAII STATE FCU	HI	Kailua Racquet Club, Ltd.	HI
MAUI COUNTY FCU	HI	Homewise Inc.	HI
PUNAHOU SCHOOL	HI	Hawaii Baptist Academy	HI
YMCA OF HONOLULU	HI	Kroc Center Hawaii	HI
EASTER SEALS HAWAII	HI	Kupu	HI
AMERICAN LUNG ASSOCIATION	HI	University of the Nations	HI
Pohaha I Ka Lani	HI	ARGOSY UNIVERSITY	HI
Hawaii Area Committee	HI	HAWAII PACIFIC UNIVERSITY	HI
Tri-Isle RC&D	HI	UNIVERSITY OF HAWAII AT MANOA	HI
Lanai Federal Credit Union	HI	RESEARCH CORPORATION OF THE	
Hawaii Bicycling League	HI	UNIVERSITY OF HAWAII	HI
Aloha United Way	HI	BRIGHAM YOUNG UNIVERSITY -	НІ

HAWAII		CITY AND COUNTY OF HONOLULU	н
University Clinical Research and		Lanai Youth Center	HI
Association	HI	Silver Dolphin Bistro	HI
Hawaii Medical College	HI	Commander, Navy Region Hawaii	HI
CHAMINADE UNIVERSITY OF		US Navy	HI
HONOLULU	HI	Defense Information System Agency	HI
Ricoh	HI	84th Engineer Battalion	HI
ROMAN CATHOLIC CHURCH IN THE		Department of Veterans Affairs	HI
STATE OF HAWAII	HI	Hawaii County	HI
Hawaii Information Consortium	HI	Honolulu County	HI
Leeward Community Church	HI	Kauai County	HI
E Malama In Keiki O Lanai	HI	Maui County	HI
Keawala'i Congregational Church	HI	Kalawao County	HI
Lanai Community Hospital	HI	Aiea	HI
Angels at Play Preschool &		Anahola	HI
Kindergarten	HI	Barbers Point N A S	HI
Queen Emma Gardens AOAO	HI	Camp H M Smith	HI
FAMILY SUPPORT SERVICES OF WEST		Captain Cook	HI
HAWAII	HI	Eleele	HI
Honolulu Community College	HI	Ewa Beach	HI
COLLEGE OF THE MARSHALL ISLANDS	HI	Fort Shafter	HI
DOT Airports Division Hilo		Haiku	HI
International Airport	HI	Hakalau	HI
Judiciary - State of Hawaii	HI	Haleiwa	HI
ADMIN. SERVICES OFFICE	HI	Hana	HI
SOH- JUDICIARY CONTRACTS AND		Hanalei	HI
PURCH	HI	Hanamaulu	HI
STATE DEPARTMENT OF DEFENSE	HI	Напарере	HI
HAWAII CHILD SUPPORT		Hauula	HI
ENFORCEMENT AGENCY	HI	Hawaii National Park	HI
HAWAII HEALTH SYSTEMS		Hawaiian Ocean View	HI
CORPORATION	HI	Hawi	HI
HAWAII AGRICULTURE RESEARCH		Hickam AFB	HI
CENTER	HI	Hilo	HI
STATE OF HAWAII	HI	Holualoa	HI
Third Judicial Circuit - State of Hawaii	HI	Honaunau	HI
State of Hawaii Department of		Honokaa	HI
Transportation	HI	Honolulu	HI
Office of the Governor	HI	Honomu	HI
State of Hawaii-Department of Health-		Hoolehua	HI
Disability & Communication Access	HI	Kaaawa	HI
State of Hawaii Department of Human		Kahuku	HI
Services	HI	Kahului	HI

Kailua	н	Pahoa	HI
Kailua Kona	HI	Paia	HI
Kalaheo	HI	Papaaloa	HI
Kalaupapa	HI	Papaikou	HI
Kamuela	HI	Pearl City	HI
Kaneohe	HI	Pearl Harbor	HI
Караа	HI	Pepeekeo	HI
Kapaau	HI	Princeville	HI
Kapolei	HI	Pukalani	HI
Kaumakani	HI	Puunene	HI
Kaunakakai	HI	Schofield Barracks	HI
Kawela Bay	HI	Tripler Army Medical Center	HI
Keaau	HI	Volvano	HI
Kealakekua	HI	Wahiawa	HI
Kealia	HI	Waialua	HI
Keauhou	HI	Waianae	HI
Kekaha	HI	Waikoloa	HI
Kihei	HI	Wailuku	HI
Kilauea	HI	Waimanalo	HI
Koloa	HI	Waimea	HI
Kualapuu	HI	Waipahu	HI
Kula	HI	Wake Island	HI
Kunia	HI	Wheeler Army Airfield	HI
Kurtistown	HI	Brigham Young University - Hawaii	HI
Lahaina	HI	Chaminade University of Honolulu	HI
Laie	HI	Hawaii Business College	HI
Lanai City	HI	Hawaii Pacific University	HI
Laupahoehoe	HI	Hawaii Technology Institute	HI
Lawai	HI	Heald College - Honolulu	HI
Lihue	HI	Remington College - Honolulu Campus	HI
M C B H Kaneohe Bay	HI	University of Phoenix - Hawaii Campus	HI
Makawao	HI	Hawaii Community College	HI
Makaweli	HI	Honolulu Community College	HI
Maunaloa	HI	Kapiolani Community College	HI
Mililani	HI	Kauai Community College	HI
Mountain View	HI	Leeward Community College	HI
Naalehu	HI	Maui Community College	HI
Ninole	HI	University of Hawaii at Hilo	HI
Ocean View	HI	University of Hawaii at Manoa	HI
Ookala	HI	Windward Community College	HI
Paauhau	HI	ELKTON SCHOOL DISTRICT NO.34	OR
Paauilo	HI	DOUGLAS COUNTY SCHOOL DISTRICT	
Pahala	HI	116	OR

HOOD RIVER COUNTY SCHOOL	OB	BEND-LA PINE SCHOOL DISTRICT	OR
DISTRICT	OR	GLENDALE SCHOOL DISTRICT	OR
PHOENIX-TALENT SCHOOL DISTRICT	OB	LINCOLN COUNTY SCHOOL DISTRICT	OR
NO.4	OR	PORTLAND PUBLIC SCHOOLS	OR
CENTRAL POINT SCHOOL DISTRICT NO.	OB	REYNOLDS SCHOOL DISTRICT	OR
6	OR	CENTENNIAL SCHOOL DISTRICT	OR
JACKSON CO SCHOOL DIST NO.9	OR	NOBEL LEARNING COMMUNITIES	OR
ROGUE RIVER SCHOOL DISTRICT NO.35	OR	St. Stephen's Academy	OR
MEDFORD SCHOOL DISTRICT 549C	OR	McMinnville Adventist Christian School	OR
CULVER SCHOOL DISTRICT NO.	OR	Salem-Keizer 24J	OR
JEFFERSON COUNTY SCHOOL DISTRICT	OD	McKay High School	OR
509-J	OR	Pine Eagle Charter School	OR
GRANTS PASS SCHOOL DISTRICT 7	OR	Bend-La Pine Schools	OR
LOST RIVER JR/SR HIGH SCHOOL	OR	Waldo Middle School	OR
KLAMATH FALLS CITY SCHOOLS	OR	OAKLAND SCHOOL DISTRICT 001	OR
LANE COUNTY SCHOOL DISTRICT 4J	OR	hermiston school district	OR
SPRINGFIELD SCHOOL DISTRICT NO.19	OR	Clear Creek Middle School	OR
CRESWELL SCHOOL DISTRICT	OR	Marist High School	OR
SOUTH LANE SCHOOL DISTRICT 45J3	OR	Victory Academy	OR
LANE COUNTY SCHOOL DISTRICT 69	OR	Vale School District No. 84	OR
SIUSLAW SCHOOL DISTRICT	OR	St. Mary School	OR
SWEET HOME SCHOOL DISTRICT NO.55	OR	Junction City High School	OR
LINN CO. SCHOOL DIST. 95C - SCIO SD	OR	Three Rivers School District	OR
ONTARIO MIDDLE SCHOOL	OR	Fern Ridge School District	OR
GERVAIS SCHOOL DIST. #1	OR	JESUIT HIGH SCHL EXEC OFC	OR
NORTH SANTIAM SCHOOL DISTRICT 29J	OB	LASALLE HIGH SCHOOL	OR
	OR	Southwest Christian School	OR
JEFFERSON SCHOOL DISTRICT	OR	Willamette Christian School	OR
SALEM-KEIZER PUBLIC SCHOOLS	OR	Westside Christian High School	OR
MT. ANGEL SCHOOL DISTRICT NO.91	OR	CS LEWIS ACADEMY	OR
MARION COUNTY SCHOOL DISTRICT	OB	Portland America School	OR
103 - WASHINGTON ES	OR	Forest Hills Lutheran School	OR
MORROW COUNTY SCHOOL DISTRICT	OR	Mosier Community School	OR
MULTNOMAH EDUCATION SERVICE	0.0	Koreducators Lep High	OR
DISTRICT	OR	Warrenton Hammond School District	OR
GRESHAM-BARLOW SCHOOL DISTRICT	OR	Sutherlin School District	OR
DALLAS SCHOOL DISTRICT NO. 2	OR	Malheur Elementary School District	OR
CENTRAL SCHOOL DISTRICT 13J	OR	Ontario School District	OR
St. Mary Catholic School	OR	Parkrose School District 3	OR
CROSSROADS CHRISTIAN SCHOOL	OR	Riverdale School District 51J	OR
ST. ANTHONY SCHOOL	OR	Tillamook School District	OR
Pedee School	OR	Madeleine School	OR
HERITAGE CHRISTIAN SCHOOL	OR	Union School District	OR

Helix School District	OR	Northwest Academy	OR
Riddle School District	OR	Sunny Wolf Charter School	OR
Helix School Dist #1 R	OR	MCKENZIE SCHOOL DISTRICT 068	OR
Prospect School District	OR	L'Etoiile French Immersion School	OR
Ashbrook Independent School	OR	LA GRANDE SCHOOL DISTRICT 001	OR
Molalla River School District	OR	FOSSIL SCHOOL DISTRICT 21J	OR
Corvallis School District 509J	OR	Marist Catholic High School	OR
Falls City School District #57	OR	Springfield Public Schools	OR
Portland Christian Schools	OR	Elgin school dist.	OR
LUCKIAMUTE VALLEY CHARTER		PLEASANT HILL SCH DIST #1	OR
SCHOOLS	OR	Ukiah School District 80R	OR
Insight School of Oregon Painted Hills	OR	Lake Oswego Montessori School	OR
Deer Creek Elementary School	OR	North Powder Charter School	OR
Yamhill Carlton School District	OR	Siletz Valley School	OR
COLTON SCHL DIST 53	OR	WINSTON-DILLARD SCHOOL DISTRICT	
ASHLAND PUBLIC SCHLS	OR	116	OR
HARRISBURG SCHL DIST	OR	ALLIANCE CHARTER ACADEMY	OR
CENTRAL CURRY SCHL DIST#1	OR	French American School	OR
BNAI BRITH CAMP	OR	Mastery Learning Institute	OR
OREGON FOOD BANK	OR	North Lake School District 14	OR
HOSANNA CHRISTIAN SCHL	OR	Early College High School	OR
ABIQUA SCHL	OR	Klamath County Fire District No. 1	OR
Auxiliary services	OR	Washington County Consolidated	
Salem keizar school district	OR	Communications Agency	OR
Scio High School	OR	GILLIAM COUNTY OREGON	OR
Athena Weston School District 29RJ	OR	UMATILLA COUNTY, OREGON	OR
Butte Falls School District	OR	LANE ELECTRIC COOPERATIVE	OR
Bend International School	OR	DOUGLAS ELECTRIC COOPERATIVE,	
Imbler School District #11	OR	INC.	OR
monument school	OR	MULTNOMAH LAW LIBRARY	OR
PENDLETON SCHOOL DISTRICT #16R	OR	clackamas county	OR
Ohara Catholic School	OR	CLATSOP COUNTY	OR
MARCOLA SCHOOL DISTRICT 079J	OR	COLUMBIA COUNTY, OREGON	OR
LINN-BENTON-LINCOLN ESD	OR	coos county	OR
Reynolds High School	OR	CROOK COUNTY ROAD DEPARTMENT	OR
St. Paul School District	OR	CURRY COUNTY OREGON	OR
Sabin-Schellenberg Technical Center	OR	DESCHUTES COUNTY	OR
St Paul Parish School	OR	GILLIAM COUNTY	OR
Joseph School District	OR	GRANT COUNTY, OREGON	OR
EagleRidge High School	OR	HARNEY COUNTY SHERIFFS OFFICE	OR
Grant Community School	OR	HOOD RIVER COUNTY	OR
Oak Hill School	OR	jackson county	OR
Hope chinese charter	OR	josephine county	OR

klamath county	OR	Josephine County Public Works	OR
LANE COUNTY	OR	Clackamas County Juvenile Dept	OR
LINN COUNTY	OR	Columbia Basin Care Facility	OR
MARION COUNTY , SALEM, OREGON	OR	Clackamas County Disaster	
MULTNOMAH COUNTY	OR	Management	OR
SHERMAN COUNTY	OR	City of Seaside Police Department	OR
WASCO COUNTY	OR	Best Care Treatment Center	OR
YAMHILL COUNTY	OR	Boys & Girls Clubs of Emerald Valley	OR
WALLOWA COUNTY	OR	Church of Christ	OR
ASSOCIATION OF OREGON COUNTIES	OR	GWPMS	OR
NAMI LANE COUNTY	OR	Operation Christmas	OR
BENTON COUNTY	OR	Dove Medical	OR
DOUGLAS COUNTY	OR	Literary Expectations dba Moore	
JEFFERSON COUNTY	OR	Academy	OR
LAKE COUNTY	OR	Love Thy Neighbor services	OR
LINCOLN COUNTY	OR	Tamarack Aquatic Center	OR
POLK COUNTY	OR	Seven Feathers Casino	OR
UNION COUNTY	OR	Direction Service, Inc.	OR
WASHINGTON COUNTY	OR	Oliver P Lent PTA	OR
MORROW COUNTY	OR	Kairos	OR
Mckenzie Personnel Services	OR	Willamette Valley Rehab Center	OR
Washington County Facilities & Park		St Paul Baptist Church	OR
Services	OR	Long Tom Watershed Council	OR
Multnomah County Department of		San Martin Deporres Catholic Church	OR
Community Justice	OR	Portland Parks Foundation	OR
NORCOR Juvenile Detention	OR	Sweet Home United Methodist Church	OR
Tillamook County Estuary	OR	Math Learning Center, The	OR
Job Council	OR	Maranatha Church	OR
BAKER CNTY GOVT	OR	Cedar Hills Baptist Church	OR
TILLAMOOK CNTY	OR	Good Samaritan Ministries	OR
CLACKAMS COUNTY COMMUNITY		New Hope Christain College	OR
CORRECTIONS	OR	Unitarian Universalist Church in	0.5
Multnomah County Dept of County		Eugene	OR
Assets	OR	Emmanuel Bible Church	OR
Wheeler County	OR	Portland Community Media	OR
Clackamas County Service District #		La Pine Chamber of Commerce	OR
1/Tri-City Service District	OR	Stone Creek Christian Church	OR
Resource Connections of Oregon	OR	Rogue Valley Youth Football	OR
Lane County Sheriff's Office	OR	Bend Elks Lodge 1371	OR
Clatsop County Sheriff's Office	OR	Friendly House, Inc.	OR
Harney County Community Corrections	OR	Klamath Siskiyou Wildlands Center	OR
Grant County Economic Developement	OR	Grace Christian Fellowship	OR
Baker County	OR	Reliance eHealth Collaborative	OR

Wild Rogue Youth Foundation, Inc.	OR	St Mark Presbyterian Church	OR
Grants Pass Seventh-day Adventist		Living Opportunities, Inc.	OR
Church	OR	Coos Art Museum	OR
Corvallis Waldorf School	OR	OETC	OR
Farmworkers Housing Development		Blanchet House of Hospitality	OR
Corporation	OR	Garten Services Inc	OR
World Forestry Center	OR	Incite Incorporated	OR
Adapt	OR	Merchants Exchange of Portland,	
Kid Time	OR	Oregon	OR
Oregon Farm Bureau	OR	Coalition for a Livable Future	OR
Mt Emily Safe Center	OR	West Salem United Methodist	OR
Salem First Presbyterian Church	OR	Rogue River Watershed Council	OR
Rolling Hills Baptist Church	OR	Central Oregon Visitors Association	OR
Baker Elks	OR	Soroptimist International of Gold	
Gates Community Church of Christ	OR	Beach, OR	OR
PIP Corps LLC	OR	Real Life Christian Church	OR
Turtle Ridge Wildlife Center	OR	Milwaukie-Portland Lodge No.142	
Grande Ronde Model Watershed		Benevolent and Protective Order of Elk	OR
Foundation	OR	Mainstage Theatre Company	OR
Western Environmental Law Center	OR	Dayton Christian Church	OR
Oregon District 7 Little League	OR	Delphian School	OR
Mercy Flights, Inc.	OR	AVON	OR
Metropolitan Contractor Improvement		EPUD-Emerald People's Utility District	OR
Partnership	OR	Human Solutions, Inc.	OR
The Christian Church of Hillsboro		The Wallace Medical Concern	OR
Oregonb	OR	Boys & Girls Club of Salem, Marion &	
Congregation Neveh Shalom	OR	Polk Counties	OR
My Fathers House	OR	The Ross Ragland Theater and Cultural	
Step Forward Activities Inc	OR	Center	OR
HHoly Trinity Greek Orthodox		Cedar Sinai Park-Robison Jewish	
Cathedral	OR	Healthcare	OR
MECOP Inc.	OR	Cascade Health Solutions	OR
Workforce Northwest Inc	OR	Umpqua Community Health Center	OR
Lane Arts Council	OR	ALZHEIMERS NETWORK OF OREGON	OR
Building Healthy Family	OR	NATIONAL WILD TURKEY FEDERATION	OR
Intergral Youth Services	OR	TILLAMOOK ESTUARIES PARTNERSHIP	OR
Children Center At Trinity	OR	LIFEWORKS NW	OR
OUR SAVIOR'S LUTHERAN CHURCH	OR	Independent Development Enterprise	
Beaverton Christians Church	OR	Alliance	OR
Oregon Humanities	OR	MID-WILLAMETTE VALLEY	
St. Pius X School	OR	COMMUNITY ACTION AGENCY, INC	OR
Community Connection of Northeast		HALFWAY HOUSE SERVICES, INC.	OR
Oregon, Inc.	OR	REDMOND PROFICIENCY ACADEMY	OR

OHSU FOUNDATION	OR	BLACHLY LANE ELECTRIC COOPERATIVE	OR
SHELTERCARE	OR	MORNING STAR MISSIONARY BAPTIST	
PRINGLE CREEK SUSTAINABLE LIVING		CHURCH	OR
CENTER	OR	NORTHWEST FOOD PROCESSORS	
PACIFIC INSTITUTES FOR RESEARCH	OR	ASSOCIATION	OR
Mental Health for Children, Inc.	OR	INDEPENDENT INSURANCE AGENTS	
The Dreaming Zebra Foundation	OR	AND BROKERS OF OREGON	OR
LAUREL HILL CENTER	OR	OREGON EDUCATION ASSOCIATION	OR
THE OREGON COMMUNITY		HEARING AND SPEECH INSTITUTE INC	OR
FOUNDATION	OR	SALEM ELECTRIC	OR
OCHIN	OR	MORRISON CHILD AND FAMILY	
WE CARE OREGON	OR	SERVICES	OR
SE WORKS	OR	JUNIOR ACHIEVEMENT	OR
ENTERPRISE FOR EMPLOYMENT AND		CENTRAL BIBLE CHURCH	OR
EDUCATION	OR	MID COLUMBIA MEDICAL CENTER-	
OMNIMEDIX INSTITUTE	OR	GREAT 'N SMALL	OR
PORTLAND BUSINESS ALLIANCE	OR	TRILLIUM FAMILY SERVICES, INC.	OR
GATEWAY TO COLLEGE NATIONAL		YWCA SALEM	OR
NETWORK	OR	PORTLAND ART MUSEUM	OR
FOUNDATIONS FOR A BETTER OREGON	OR	SAINT JAMES CATHOLIC CHURCH	OR
GOAL ONE COALITION	OR	SOUTHERN OREGON HUMANE	
ATHENA LIBRARY FRIENDS		SOCIETY	OR
ASSOCIATION	OR	VOLUNTEERS OF AMERICA OREGON	OR
Coastal Family Health Center	OR	CENTRAL DOUGLAS COUNTY FAMILY	
CENTER FOR COMMUNITY CHANGE	OR	YMCA	OR
STAND FOR CHILDREN	OR	METROPOLITAN FAMILY SERVICE	OR
ST. VINCENT DEPAUL OF LANE COUNTY	OR	OREGON MUSUEM OF SCIENCE AND	
EAST SIDE FOURSQUARE CHURCH	OR	INDUSTRY	OR
CORVALLIS MOUNTAIN RESCUE UNIT	OR	FIRST UNITARIAN CHURCH	OR
InventSuccess	OR	ST. ANTHONY CHURCH	OR
SHERIDAN JAPANESE SCHOOL		Good Shepherd Medical Center	OR
FOUNDATION	OR	Salem Academy	OR
The Blosser Center for Dyslexia		GEN CONF OF SDA CHURCH WESTERN	
Resources	OR	OR	OR
MOSAIC CHURCH	OR	PORTLAND ADVENTIST ACADEMY	OR
HOUSING AUTHORITY OF LINCOLN		ST VINCENT DE PAUL	OR
COUNTY	OR	OUTSIDE IN	OR
RENEWABLE NORTHWEST PROJECT	OR	UNITED CEREBRAL PALSY OF OR AND	
INTERNATIONAL SUSTAINABLE		SW WA	OR
DEVELOPMENT FOUNDATION	OR	WILLAMETTE VIEW INC.	OR
CONSERVATION BIOLOGY INSTITUTE	OR	PORTLAND HABILITATION CENTER,	ΟD
THE NATIONAL ASSOCIATION OF		INC.	OR
CREDIT MANAGEMENT-OREGON, INC.	OR		

OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR	THE SALVATION ARMY - CASCADE	OR
ROSE VILLA, INC.	OR	DIVISION WILLAMETTE FAMILY	OR
·	OIN	WHITE BIRD CLINIC	OR
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING		GOODWILL INDUSTRIES OF LANE AND	Oit
COMMITTEE	OR	SOUTH COAST COUNTIES	OR
BOYS AND GIRLS CLUBS OF PORTLAND	OIL	PLANNED PARENTHOOD OF	Oit
METROPOLITAN AREA	OR	SOUTHWESTERN OREGON	OR
ROGUE FEDERAL CREDIT UNION	OR	HOUSING NORTHWEST	OR
Oregon Research Institute	OR	OREGON ENVIRONMENTAL COUNCIL	OR
WILLAMETTE LUTHERAN HOMES, INC	OR	MEALS ON WHEELS PEOPLE, INC.	OR
LANE MEMORIAL BLOOD BANK	OR	FAITH CENTER	OR
PORTLAND JEWISH ACADEMY	OR	Bob Belloni Ranch, Inc.	OR
LANECO FEDERAL CREDIT UNION	OR	GOOD SHEPHERD COMMUNITIES	OR
GRANT PARK CHURCH	OR	SACRED HEART CATHOLIC DAUGHTERS	OR
ST. MARYS OF MEDFORD, INC.	OR	HELP NOW! ADVOCACY CENTER	OR
US CONFERENCE OF MENONNITE		TENAS ILLAHEE CHILDCARE CENTER	OR
BRETHREN CHURCHES	OR	SUNRISE ENTERPRISES	OR
FAITHFUL SAVIOR MINISTRIES	OR	LOOKING GLASS YOUTH AND FAMILY	
OREGON CITY CHURCH OF THE		SERVICES	OR
NAZARENE	OR	SERENITY LANE	OR
OREGON COAST COMMUNITY ACTION	OR	EAST HILL CHURCH	OR
EDUCATION NORTHWEST	OR	LA GRANDE UNITED METHODIST	
COMMUNITY ACTION TEAM, INC.	OR	CHURCH	OR
EUGENE SYMPHONY ASSOCIATION,		COAST REHABILITATION SERVICES	OR
INC.	OR	Edwards Center Inc	OR
STAR OF HOPE ACTIVITY CENTER INC.	OR	ALVORD-TAYLOR INDEPENDENT	
SPARC ENTERPRISES	OR	LIVING SERVICES	OR
SOUTHERN OREGON CHILD AND	0.5	NEW HOPE COMMUNITY CHURCH	OR
FAMILY COUNCIL, INC.	OR	KLAMATH HOUSING AUTHORITY	OR
SALEM ALLIANCE CHURCH	OR	QUADRIPLEGICS UNITED AGAINST	
Lane Council of Governments	OR	DEPENDENCY, INC.	OR
FORD FAMILY FOUNDATION TRAILS CLUB	OR OR	SPONSORS, INC.	OR
NEWBERG FRIENDS CHURCH	OR OR	COLUMBIA COMMUNITY MENTAL	
	UK	HEALTH	OR
WOODBURN AREA CHAMBER OF COMMERCE	OR	ADDICTIONS RECOVERY CENTER, INC	OR
	OK	METRO HOME SAFETY REPAIR	
CONTEMPORARY CRAFTS MUSEUM AND GALLERY	OR	PROGRAM	OR
CITY BIBLE CHURCH	OR	OREGON SUPPORTED LIVING PROGRAM	OR
	OIN	SOUTH COAST HOSPICE, INC.	OR
OREGON LIONS SIGHT & HEARING FOUNDATION	OR		ΟN
PORTLAND WOMENS CRISIS LINE	OR	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	OR
I CITIEMIND AN CIVILIAN CIVININ FILME	OI.	CONTENEIVE CITA	ΟI

The International School	OR	CLASSROOM LAW PROJECT	OR
REBUILDING TOGETHER - PORTLAND		YOUTH GUIDANCE ASSOC.	OR
INC.	OR	PREGNANCY RESOUCE CENTERS OF	
PENDLETON ACADEMIES	OR	GRETER PORTLAND	OR
PACIFIC FISHERY MANAGEMENT		ELMIRA CHURCH OF CHRIST	OR
COUNCIL	OR	JASPER MOUNTAIN	OR
DOGS FOR THE DEAF, INC.	OR	ACUMENTRA HEALTH	OR
PUBLIC DEFENDER SERVICES OF LANE		WORKSYSTEMS INC	OR
COUNTY, INC.	OR	COVENANT CHRISTIAN HOOD RIVER	OR
EMMAUS CHRISTIAN SCHOOL	OR	OREGON DONOR PROGRAM	OR
DELIGHT VALLEY CHURCH OF CHRIST	OR	NAMI OREGON	OR
SAINT CATHERINE OF SIENA CHURCH	OR	OLIVET BAPTIST CHURCH	OR
PORT CITY DEVELOPMENT CENTER	OR	SILVERTON AREA COMMUNITY AID	OR
VIRGINIA GARCIA MEMORIAL HEALTH		CONFEDERATED TRIBES OF GRAND	
CENTER	OR	RONDE	OR
CENTRAL CITY CONCERN	OR	NEIGHBORIMPACT	OR
CANBY FOURSQUARE CHURCH	OR	CATHOLIC COMMUNITY SERVICES	OR
EMERALD PUD	OR	NEW AVENUES FOR YOUTH INC	OR
VERMONT HILLS FAMILY LIFE CENTER	OR	LA CLINICA DEL CARINO FAMILY	
BENTON HOSPICE SERVICE	OR	HEALTH CARE CENTER	OR
INTERNATIONAL SOCIETY FOR		DECISION SCIENCE RESEARCH	
TECHNOLOGY IN EDUCATION	OR	INSTITUTE, INC.	OR
COMMUNITY CANCER CENTER	OR	WESTERN STATES CENTER	OR
OPEN MEADOW ALTERNATIVE		HIV ALLIANCE, INC	OR
SCHOOLS, INC.	OR	PARTNERSHIPS IN COMMUNITY	
CASCADIA BEHAVIORAL HEALTHCARE	OR	LIVING, INC.	OR
WILD SALMON CENTER	OR	FANCONI ANEMIA RESEARCH FUND	
BROAD BASE PROGRAMS INC.	OR	INC.	OR
SUNNYSIDE FOURSQUARE CHURCH	OR	BLIND ENTERPRISES OF OREGON	OR
TRAINING EMPLOYMENT	OD	OREGON BALLET THEATRE	OR
CONSORTIUM	OR	SMART	OR
RELEVANT LIFE CHURCH	OR	All God's Children International	OR
211INFO	OR	FARMWORKER HOUISNG DEV CORP	OR
SONRISE CHURCH	OR	UMPQUA COMMUNITY	
LIVING WAY FELLOWSHIP	OR	DEVELOPMENT CORPORATION	OR
Women's Safety & Resource Center	OR	REGIONAL ARTS AND CULTURE	0.0
SEXUAL ASSAULT RESOURCE CENTER	OR OR	COUNCIL THE EARLY EDUCATION PROGRAM,	OR
IRCO	OR	INC.	OR
NORTHWEST YOUTH CORPS	OR	MACDONALD CENTER	OR
TILLAMOOK CNTY WOMENS CRISIS	OB	EVERGREEN AVIATION MUSEUM AND	011
CENTER CHILD DEVELOPMENT	OR	CAP. MICHAEL KING.	OR
SECURITY FIRST CHILD DEVELOPMENT CENTER	OR	SELF ENHANCEMENT INC.	OR

FRIENDS OF THE CHILDREN	OR	EAST WEST MINISTRIES	
SOUTH LANE FAMILY NURSERY DBA		INTERNATIONAL	OR
FAMILY RELIEF NURSE	OR	SISKIYOU INITIATIVE	OR
COMMUNITY VETERINARY CENTER	OR	EDUCATIONAL POLICY IMPROVEMENT	
PORTLAND SCHOOLS FOUNDATION	OR	CENTER	OR
SUSTAINABLE NORTHWEST	OR	North Pacific District of Foursquare	
OREGON DEATH WITH DIGNITY	OR	Churches	OR
BIRCH COMMUNITY SERVICES, INC.	OR	CATHOLIC CHARITIES	OR
BAY AREA FIRST STEP, INC.	OR	FIRST CHURCH OF THE NAZARENE	OR
OSLC COMMUNITY PROGRAMS	OR	WESTSIDE BAPTIST CHURCH	OR
EN AVANT, INC.	OR	Housing Development Center	OR
ASHLAND COMMUNITY HOSPITAL	OR	Hoodview Christian Church	OR
NORTHWEST ENERGY EFFICIENCY		Child Evangelism Fellowship	OR
ALLIANCE	OR	Little Promises Chlildren's Program	OR
BONNEVILLE ENVIRONMENTAL		UNION GOSPEL MISSION	OR
FOUNDATION	OR	GRACE BAPTIST CHURCH	OR
SUMMIT VIEW COVENANT CHURCH	OR	COMMUNITY ACTION ORGANIZATION	OR
SALMON-SAFE INC.	OR	OUTSIDE IN	OR
BETHEL CHURCH OF GOD	OR	MAKING MEMORIES BREAST CANCER	
PROVIDENCE HOOD RIVER MEMORIAL		FOUNDATION, INC.	OR
HOSPITAL	OR	ELAW	OR
SAINT ANDREW NATIVITY SCHOOL	OR	COMMUNITY HEALTH CENTER, INC	OR
BARLOW YOUTH FOOTBALL	OR	Greater Portland INC	OR
SPOTLIGHT THEATRE OF PLEASANT		Eugene Builders Exchange	OR
HILL	OR	Boys & Girls Club of Corvallis	OR
FAMILIES FIRST OF GRANT COUNTY,		Southeast Uplift Neighborhood	
INC.	OR	Coalition	OR
TOUCHSTONE PARENT ORGANIZATION	OR	First United Presbyterian Church	OR
CANCER CARE RESOURCES	OR	PDX Wildlife	OR
CASCADIA REGION GREEN BUILDING		Friends of the Opera House	OR
COUNCIL	OR	Jackson-Josephine 4-C Council	OR
SHERMAN DEVELOPMENT LEAGUE,	0.0	North Coast Family Fellowship	OR
INC.	OR	PECI	OR
SCIENCEWORKS	OR	Childswork Learning Center	OR
WORD OF LIFE COMMUNITY CHURCH	OR	Portland Schools Alliance	OR
SOCIAL VENTURE PARTNERS PORTLAND	OR	New Artists Performing Arts	
OREGON PROGRESS FORUM	OR	Productions, Inc.	OR
CENTER FOR RESEARCH TO PRACTICE	OR	Relief Nursery	OR
WESTERN RIVERS CONSERVANCY	OR	St. Mary's Episcopal Church	OR
	OIV	Viking Sal Senior Center	OR
UNITED WAY OF THE COLUMBIA WILLAMETTE	OR	Boys and Girls Club of the rogue valley	OR
EUGENE BALLET COMPANY	OR OR	Lincoln City Chamber of Commerce	OR
LOGLINE BALLET CONTRAINT	ΟN	DrupalCon Inc., DBA Drupal	OR

Association		Salem Evangelical Church	OR
Albany Partnership for Housing and		Wild Lilac Child Development	
Community Development	OR	Community	OR
SEED OF FAITH MINISTRIES	OR	Daystar Education, Inc.	OR
Hermiston Christian Center & School	OR	Oregon Social Learning Center	OR
SALEM FREE CLINICS	OR	Pain Society of Oregon	OR
Dress for Success Oregon	OR	environmental law alliance worldwide	OR
Beaverton Rock Creek Foursquare		Eugene Country Club	OR
Church	OR	Community in Action	OR
St Paul Catholic Church	OR	Northwood Christian Church	OR
St Mary's Catholic School and Parish	OR	Safe Harbors	OR
Polk Soil and Water Conservation		FIRST CHRISTIAN CHURCH	OR
District	OR	Pacific Classical Ballet	OR
Street Ministry	OR	Depaul Industries	OR
La Grande Church of the Nazarene	OR	African American Health Coalition	OR
Spruce Villa, Inc.	OR	Jesus Prayer Book	OR
OREGON SCHOOL BOARDS		Coalition Of Community Health	OR
ASSOCIATION	OR	River Network	OR
House of Prayer for All Nations	OR	CCI Enterprises Inc	OR
Sacred Heart Catholic Church	OR	Oregon Nurses Association	OR
African American Health Coaliton, Inc.	OR	GOODWILL INDUSTRIES OF THE	
Happy Canyon Company	OR	COLUMBIA WILLAMETTE	OR
Village Home Education Resource		Mount Angel Abbey	OR
Center	OR	YMCA OF ASHLAND	OR
Monet's Children's Circle	OR	YMCA OF COLUMBIA-WILLAMETTE	
Cascade Housing Association	OR	ASSOCIATION SERVICES	OR
Dayspring Fellowship	OR	Multnomah Law Library	OR
Northwest Habitat Institute	OR	Friends Of Tryon Creek State P	OR
Winding Waters Medical Clinic	OR	Ontrack Inc.	OR
Sacred Heart-St Louis Parish	OR	Calvin Presbyterian Church	OR
First Baptist Church	OR	HOLT INTL CHILD	OR
The Nature Conservancy, Willamette		St John The Baptist Catholic	OR
Valley Field Office	OR	Portland Foursquare Church	OR
Serenity Lane Health Services	OR	Portland Christian Center	OR
Portland Community Reinvestment		Church Extension Plan	OR
Initiatives, Inc.	OR	Occu Afghanistan Relief Effort	OR
Christians As Family Adovates	OR	EUGENE FAMILY YMCA	OR
GeerCrest Farm & Historical Society	OR	Christ The King Parish and School	OR
College United Methodist Church	OR	Newberg Christian Church	OR
The Collins Foundation	OR	First United Methodist Church	OR
Prince of Peace Lutheran Church &		Zion Lutheran Church	OR
School	OR	Southwest Bible Church	OR
NEDCO	OR	Community Works Inc	OR

Masonic Lodge Pearl 66	OR	NATIONAL PSORIASIS FOUNDATION	OR
Molalla Nazarene Church	OR	NEW BEGINNINGS CHRISTIAN CENTER	OR
Transition Projects, Inc	OR	HIGHLAND UNITED CHURCH OF CHRIST	OR
St Michaels Episcopal Church	OR	OREGON REPERTORY SINGERS	OR
Saint Johns Catholich Church	OR	HIGHLAND HAVEN	OR
Access Inc	OR	FAIR SHARE RESEARCH AND	
Community Learning Center	OR	EDUCATION FUND	OR
Old Mill Center for Children and		Oregon Satsang Society, Inc., A	
Families	OR	chartered Affiliate of ECKANKAR , ECKA	OR
Sunny Oaks Inc	OR	First Baptist Church of Enterprise	OR
Hospice Center Bend La Pine	OR	The Canby Center	OR
Westside Foursquare Church	OR	REDMOND FIRE & RESCUE	OR
Relief Nursery Inc	OR	Instituto de Cultura y Arte In Xochitl In	
Morning Star Community Church	OR	Cuicatl	OR
MULTNOMAH DEFENDERS INC	OR	McKenzie Personnel Systems	OR
Providence Health System	OR	OSLC COMMUNITY PROGRAMS OCP	OR
Holy Trinity Catholic Church	OR	Oregon Nikkei Endowment	OR
Holy Redeemer Catholic Church	OR	Grace Community Church	OR
Alliance Bible Church	OR	Eastern Oregon Alcoholism Foundation	OR
CARE OREGON	OR	Grantmakers for Education	OR
Mid Columbia Childrens Council	OR	The Spiral Gallery	OR
HUMANE SOCIETY OF REDMOND	OR	The ALS Association Oregon and SW	
Our Redeemer Lutheran Church	OR	Washington Chapter	OR
Kbps Public Radio	OR	Children's Relief Nursery	OR
Skyball Salem Keizer Youth Bas	OR	Home Builders	OR
Open Technology Center	OR	New Life Baptist Church	OR
Grace Chapel	OR	Feral Cat Awareness Team	OR
CHILDREN'S MUSEUM 2ND	OR	Florence United Methodist Church	OR
Solid Rock	OR	World of Speed	OR
West Chehalem Friends Church	OR	SW Community Health Center	OR
Guide Dogs For The Blind	OR	Energy Trust of Oregon	OR
Aldersgate Camps and Retreats	OR	St. Vincent de Paul Church	OR
St. Katherine's Catholic Church	OR	Fr. Bernard Youth Center	OR
The Alliance NW of the Christian &		Oregon Psychoanalytic Center	OR
Missionary Alliance	OR	Store to Door	OR
Bags of Love	OR	Oregon Translational Research and	
Grand View Baptist Church	OR	Development Insitute	OR
Green Electronics Council	OR	Depaul Industries	OR
Scottish Rite	OR	OUR LADY OF PERPETUAL HELP	
Western Wood Products Association	OR	CATHOLIC CHURCH ALBANY OREGON	OR
Grace Baptist Church of St. Helens, Lil		SELCO Community Credit Union	OR
Learners Preschool	OR	Prairie Baptist Church	OR
THE NEXT DOOR	OR	North Coast Christian Church	OR

Union County Economic Development		NORTH WILLAMETTE VALLEY HABITAT	
Corp.	OR	FOR HUMANITY	OR
Camelto Theatre Company	OR	FAIRFIELD BAPTIST CHURCH	OR
Camp Fire Columbia	OR	Sexual Assault Support Services	OR
TAKE III OUTREACH	OR	Neskowin Valley School	OR
Rolling Hills Community Church	OR	RON WILSON CENTER FOR EFFECTIVE	
Eugene Swim and Tennis Club	OR	LIVING INC	OR
Summa Institute	OR	St. Joseph Shelter	OR
Amani Center	OR	The Inn Home for Boys, Inc.9138	OR
Billy Webb Elks lodge #1050	OR	MCKENZIEWATERSHED COUNCIL	OR
Silverton Senior Center	OR	Opportunity Connections	OR
First Evangelical Presbyterian Church		MENNONITE HOME OF ALBANY INC	OR
of Oregon City	OR	Oregon Technical Assistance	
Joyful Servant Lutheran Church	OR	Corporation	OR
Sandy Seventh-day Adventist Church	OR	Oregon And Southern Idaho Laborers	
Muddy Creek Charter School	OR	Employers Training School	OR
A FAMILY FOR EVERY CHILD	OR	New Life Fellowship Church of God	OR
PORT OF CASCADE LOCKS	OR	Gladstone Senior Center	OR
1000 FRIENDS OF OREGON	OR	Education Travel & Culture, Inc.	OR
OREGON PEDIATRIC SOCIETY	OR	Rural Development Initiatives	OR
NONPROFIT ASSOCIATION OF OREGON	OR	Jason Lee Manor/UMRC	OR
LUKE DORF INC	OR	Jesus Pursuit Church	OR
FAMILY CARE INC	OR	YMCA of Marion and Polk Counties	OR
MEDICAL TEAMS INTL	OR	Urban Gleaners	OR
Clean Slate Canine Rescue &		PacificSource Health	OR
Rehabilitation	OR	Faith Christian Fellowship	OR
St. Martins Episcopal church	OR	Brookings Elks Lodge	OR
Food for Lane County	OR	Tualatin Lacrosse Club	OR
Clatsop Behavioral Healthcare	OR	Tillamook Seventh Day Adventist	
West Coast Haunters Convention	OR	Church	OR
columbia gorge discovery center and		Oregon Jewish Community Foundation	OR
museum	OR	East River Fellowship	OR
NAMI of Washington County	OR	Holy Family Academy	OR
American Legion Aloha Post 104	OR	FIRST BAPTIST CHURCH OF EUGENE	OR
The Dalles Art Association	OR	PORTLAND METRO RESIDENTIAL	
Temple Beth Israel	OR	SERVICES	OR
Willamette Leadership		Peace Lutheran Church	OR
Academy/Pioneer Youth Corps Of		Living Word Christian Center	OR
Oregon	OR	Housing Authority of Douglas County	OR
Rose Haven	OR	Vietnamese Christian Community	
Dallas Church	OR	Church	OR
OREGON STATE UNIVERSITY		Forest Park Conservancy	OR
BOOKSTORE INC	OR	Friends for Animals	OR

Family Building Blocks	OR	Parenting Now!	OR
Greenleaf Industries	OR	Christian Church of Woodburn	OR
Ananda Center at Laurelwood	OR	Verde	OR
Goodwill Industries of Lane and South		Native American Youth and Family	
Coast	OR	Center Early College Academy	OR
RB Pamplin Corportaion	OR	USO Northwest	OR
Agia Sophia Academy	OR	Norkenzie Christian Church	OR
Friends of Driftwood Library	OR	Little Flower Development Center	OR
Consumers Power Inc.	OR	TLO Farms	OR
A. C. Gilbert's Discovery Village	OR	Evergreen Wings and Waves	OR
First Lutheran Church of Astoria	OR	Ascension Episcopal Parish	OR
Fund For Christian Charity	OR	Center for Family Development	OR
Deer Meadow Assisted Living	OR	West Salem Foursquare Church	OR
Oregon Laborers-Employer		Good Samaritan Ministry	OR
Administrative Fund, LLC	OR	Grace Lutheran Church of Molalla	OR
Umpqua Basin Water Association	OR	Trinity Lutheran	OR
Alpha Lambda House Corporation	OR	HOPE LUTHERAN CHURCH	OR
St John Fisher Catholic Church Portland		Mount Pisgah Arboretum	OR
Oregon	OR	Redeemer Lutheran Church	OR
Eugene Creative Care	OR	Disjecta Contemporary Art Center	OR
VFW POST 4248	OR	Korean Central Covenant Church of	
The Church of Christ of Latter Day		Eugene	OR
Saints	OR	Yankton Baptist Church	OR
Cascade Height Public Charter School		BioGift Anatomical	OR
PTA	OR	Lower Columbia Estuary Partnership	OR
G.O.B.H.I	OR	Mt Hood Hospice	OR
Association of Oregon Corrections		Opportunity Foundation of central	
EMployees, Inc.	OR	Oregon	OR
A Jesus Church Family	OR	Constructing Hope	OR
300 Main Inc	OR	Sprinkfield Elks #2145	OR
Southwestern Oregon Public Defender		Abuse Recovery Ministry & Services	OR
Services, Inc.	OR	Oasis Shelter Home	OR
Albertina Kerr Centers	OR	ST HENRYS CHURCH	OR
Dufur Christian Church	OR	Nehalem Bay House	OR
St. Matthew Catholic School	OR	UNITED METHODIST CHURCH	OR
Serendipity Center Inc	OR	p:ear	OR
Yellowhawk Tribal Health	OR	Health Share of Oregon	OR
CASA of Marion County	OR	St. Peter Catholic Church	OR
Oregoinans for Food & Shelter	OR	Mid Willamette Valley Community	
Westside Church of Christ Inc	OR	Action	OR
Northwest Family Services	OR	A Hope For Autism Foundation	OR
Network Charter School	OR	NW Sport Fishing	OR
Ride Connecton	OR	Breast Friends	OR

ScienceWorks Museum	OR	Ronald McDonald House Charities of	
Willamette Neighborhood Housing		Oregon & Southwest Washington	OR
Services	OR	Center for Human Development	OR
South Salem High Music Boosters	OR	God's Storehouse Pantry	OR
SEPTL Southeast Portland Tool Library	OR	Clackamas River Trout Unlimited	OR
Kids Unllimited Academy	OR	SafeHaven Humane Society	OR
Cappella Romana	OR	Rainier Assembly of God	OR
National Christian Community		Tilikum Center for Retreats and	
Foundation	OR	Outdoor Ministries	OR
Legal Aid Services of Oregon LITC	OR	Washington Park Transportation	
The Sunriver Owners Association	OR	Management Association	OR
Willamette Valley Babe Ruth	OR	Travel Lane County	OR
Center For Continuous Improvement	OR	Hinson Baptist Church	OR
Northwest Center for Alternatives to		Alvord Taylor	OR
Pesticides	OR	EUGENE CHRISTIAN FELLOWSHIP	OR
Junction City/Harrisburg/Monroe		Bridges to Change	OR
Habitat for Humanity	OR	Risen Records	OR
The Followers of Christ Church of		DePaul Treatment Centers, Inc.	OR
Oregon City	OR	Ministerio International Casa	OR
SEIU Local 49	OR	New Paradise Worship Center	OR
Emerald Media Group	OR	Mission Increase Foundation	OR
West Hills Christian School	OR	Curry Public Transit Inc	OR
Trillium Sprigs	OR	THREE RIVERS CASINO	OR
Smith Memorial Presbyterian Church	OR	<b>Brookings Harbor Christian School</b>	OR
Western Arts Alliance	OR	Local 290	OR
Youth Dynamics	OR	Hope Church of The Assemblies of God	
Ashland Art Center	OR	Albany Oregon	OR
Apostolic Church of Jesus Christ	OR	Sherwood Community Friends Church	OR
DOUGLAS FOREST PROTECTIVE	OR	Bethesda Lutheran Church	OR
Echo Theater Company	OR	Legacy Mt. Hood Medical Center	OR
Corvallis Caring Place	OR	Adelante Mujeres	OR
Oregon Lyme Disease Network	OR	Yamhill Community Care Organization	OR
Ecotrust	OR	Trinity United Methodist Church	OR
SPECIAL MOBILITY SERVICES	OR	Portland Japanese Garden	OR
Bethlehem Christian Pre-School	OR	The Madeleine Parish	OR
Historical Outreach Foundation	OR	The Tucker-Maxon Oral School	OR
Teras Interventions and Counseling Inc	OR	Southwest Neighborhoods, Inc	OR
Brooklyn Primary PTO	OR	Wallowa Valley Center For Wellness	OR
Mountain View Academy	OR	KIDS INTERVENTION AND DIAGNOSTIC	
Salem Area Chamber of Commerce	OR	CENTER	OR
First Congregational Chrch	OR	Joy Church Eugene	OR
OREGON STATE FAIR	OR	Portland Yacht Club	OR
Tri-County Chamber of Commerce Inc	OR	League of Women Voters	OR

Oregon & Southern Idaho District		St Andrews Presbyterian	OR
Council of Laborers'	OR	Oregon Rural Electric Cooperative	
Portland Police Sunshine Division	OR	Association	OR
Curry Health Network	OR	THE MILL CASINO	OR
United Way of Lane County	OR	Gateway Prebyterian Church	OR
The Lighthouse School	OR	Oregon Jewish Museum and Center for	
Olive Plaza	OR	Holoacust Education	OR
Rogue Valley Humane Society	OR	Northwest Opening	OR
Great Portland Bible	OR	Oregon State University	OR
College Possible	OR	Treasure Valley Community College	OR
Unithed Way	OR	Institute of Technology	OR
Community Energy Project	OR	Unviersity of Oregon	OR
Bridgeport Community Chapel	OR	OREGON UNIVERSITY SYSTEM	OR
Oswego Lake Country Club	OR	University of Western States	OR
Urban League of Portland	OR	GEORGE FOX UNIVERSITY	OR
La Grande Foursquare Church	OR	LEWIS AND CLARK COLLEGE	OR
Portland Oregon Visitors Association	OR	PACIFIC UNIVERSITY	OR
Barter Union International	OR	REED COLLEGE	OR
Southern Oregon Project Hope	OR	WILLAMETTE UNIVERSITY	OR
Our United Villages	OR	LINFIELD COLLEGE	OR
Youth M.O.V.E. Oregon	OR	MULTNOMAH BIBLE COLLEGE	OR
Samaritan Health Services Inc.	OR	NORTHWEST CHRISTIAN COLLEGE	OR
Santiam Assembly of God	OR	NATIONAL COLLEGE OF NATURAL	
CASCADES WEST FINANCIAL SERVICES		MEDICINE	OR
IN	OR	BLUE MOUNTAIN COMMUNITY	
Kilchis House	OR	COLLEGE	OR
Calvary Assembly of God	OR	PORTLAND STATE UNIV.	OR
Lake Grove Presbyterian Church	OR	CLACKAMAS COMMUNITY COLLEGE	OR
Grace Lutheran School	OR	MARYLHURST UNIVERSITY	OR
Western Mennonite School	OR	OREGON HEALTH AND SCIENCE	
OEA CHOICE TRUST	OR	UNIVERSITY	OR
American Tinnitus Association	OR	BIRTHINGWAY COLLEGE OF	0.0
Oregon Coast Aquarium, Inc.	OR	MIDWIFERY	OR
HOPE POINT CHURCH	OR	pacific u	OR
Unitus Community Credit Union	OR	UNIVERSITY OF OREGON	OR
St John the Baptist Greek Orthodox		CONCORDIA UNIV	OR
Church	OR	Marylhurst University	OR
Parkinson's Resources of Oregon	OR	Corban College	OR
Oregon Independent Automobile		NORTH MARION SCHL DIST	OR
Dealers Association	OR	University of Oregon - Purchasing and	0.0
COLUMBIA PACIFIC ECONOMIC		Contracting Services	OR
DEVELOPMENT DISTRICT OF OREGON	OR	Oregon Center For Advanced T	OR
St. Flizabeth Ann Seton Church	OR	UNIVERSITY OF PORTLAND	OR

Portland Actors Conservatory	OR	Clatskanie People's Utility District	OR
University Of Oregon Athletics		PIONEER COMMUNITY DEVELOPMENT	OR
Department	OR	MARION COUNTY HEALTH DEPT	OR
Ecola Bible School	OR	Ricoh USA	OR
Tokyo Int'l University of America, Inc	OR	Heartfelt Obstetrics & Gynecology	OR
WARNERPACIFIC COLG	OR	Coquille Economic Development	
Beta Omega Alumnae	OR	Corporation	OR
Oregon Institute of Technology	OR	CITY/COUNTY INSURANCE SERVICE	OR
EASTERN OREGON UNIVERSITY	OR	COMMUNITY CYCLING CENTER	OR
Wilco Farmers	OR	Shangri La	OR
Harvest Church	OR	Portland Impact	OR
Sociecty of American Foresters	OR	Eagle Fern Camp	OR
Clackamas River Water Providers	OR	KLAMATH FAMILY HEAD START	OR
eickhoff dev co inc	OR	RIVER CITY DANCERS	OR
Cornerstone Association Inc	OR	Oregon Permit Technical Association	OR
The Klamath Tribe	OR	KEIZER EAGLES AERIE 3895	OR
advocate care	OR	Pgma/Cathie Bourne	OR
Cannon Beach Fire	OR	Sunrise Water	OR
Life Flight Network LLC	OR	Burns Paiute Tribe	OR
OREGON DEPT OF FISH & WILDLIFE-		Oregon Public Broadcasting	OR
SAUVIE	OR	La Grande Family Practice	OR
COVENANT RETIREMENT		Linn Benton Lincoln Educational	
COMMUNITIES	OR	Services District	OR
PENTAGON FEDERAL CREDIT UNION	OR	SHERMAN COUNTY SCHOOL DISTRICT	OR
SAIF CORPORATION	OR	Ricoh USA	OR
GREATER HILLSBORO AREA CHAMBER		Sphere MD	OR
OF COMMERCE	OR	BIENESTAR, INC.	OR
USAGENCIES CREDIT UNION	OR	Solutins Yes	OR
PACIFIC CASCADE FEDERAL CREDIT		sunrise water authority	OR
UNION	OR	Mountain Valley Therapy	OR
LOCAL GOVERNMENT PERSONNEL		EAstern Oregon Trade and Event	
INSTITUTE	OR	Center	OR
GRANTS PASS MANAGEMENT		Waste-Pro	OR
SERVICES, DBA	OR	QUEEN OF PEACE SCHOOL	OR
SPIRIT WIRELESS	OR	Columbia River Inter-tribal Fish	
Kartini Clinic	OR	Commission	OR
Astra	OR	NPKA	OR
Beit Hallel	OR	IBEW280	OR
Cvalco	OR	Confederated Tribes of Warm Springs	OR
Elderhealth and Living	OR	Point West Credit Union	OR
OREGON CORRECTIONS ENTERPRISES	OR	Oregon State Credit Union	OR
OREGON STATE HOSPITAL	OR	PIONEER TELEPHONE COOPERATIVE	OR
OFFICE OF PUBLIC DEFENSE SERVICES	OR	Halsey-Shedd Fire District	OR
		•	

Northwest Power and Conservation		Silverton Fire District	OR
Council	OR	Lewis and Clark Rural Fire Protection	
Oregon Funeral Directors Association	OR	District	OR
Nez Perce Tribe	OR	Rainbow Water District	OR
Obsidian Urgent Care, P.C.	OR	Illinois Valley Fire District	OR
First Presbyterian Church of La Grande	OR	Clatskanie RFPD	OR
CONFLUENCE ENVIRONMENTAL CENTE	OR	PORT OF TILLAMOOK BAY	OR
A&I Benefit Plan Administrators, Inc.	OR	TRI-COUNTY HEALTH CARE SAFETY NET	
K Churchill Estates	OR	ENTERPRISE	OR
CSC HEAD START	OR	METROPOLITAN EXPOSITION-	
NORTHWEST VINTAGE CAR AND		RECREATION COMMISSION	OR
MOTORCYCLE	OR	REGIONAL AUTOMATED	
crescent grove cemetery	OR	INFORMATION NETWORK	OR
IONE HIGH SCHOOL	OR	OAK LODGE WATER DISTRICT	OR
Port of Toledo	OR	THE PORT OF PORTLAND	OR
Roseburg Police Department	OR	WILLAMALANE PARK AND	
Molalla Rural Fire Protection District	OR	RECREATION DISTRICT	OR
MONMOUTH - INDEPENDENCE		TUALATIN VALLEY WATER DISTRICT	OR
NETWORK	OR	UNION SOIL & WATER CONSERVATION	
EUGENE WATER & ELECTRIC BOARD	OR	DISTRICT	OR
MALIN COMMUNITY PARK AND		LANE EDUCATION SERVICE DISTRICT	OR
RECREATION DISTRICT	OR	TUALATIN HILLS PARK AND	
TILLAMOOK PEOPLES UTILITY DISTRICT	OR	RECREATION DISTRICT	OR
GLADSTONE POLICE DEPARTMENT	OR	PORT OF SIUSLAW	OR
GOLD BEACH POLICE DEPARTMENT	OR	CHEHALEM PARK AND RECREATION	
THE NEWPORT PARK AND RECREATION		DISTRICT	OR
CENTER	OR	PORT OF ST HELENS	OR
RIVERGROVE WATER DISTRICT	OR	LANE TRANSIT DISTRICT	OR
TUALATIN VALLEY FIRE & RESCUE	OR	CENTRAL OREGON	
GASTON RURAL FIRE DEPARTMENT	OR	INTERGOVERNMENTAL COUNCIL	OR
CITY COUNTY INSURANCE SERVICES	OR	HOODLAND FIRE DISTRICT NO.74	OR
SOUTH SUBURBAN SANITARY DISTRICT	OR	MID COLUMBIA COUNCIL OF	
SOUTH FORK WATER BOARD	OR	GOVERNMENTS	OR
SUNSET EMPIRE PARK AND		WEST MULTNOMAH SOIL AND WATER	
RECREATION	OR	CONSERVATION DISTRICT	OR
SPRINGFIELD UTILITY BOARD	OR	SALEM AREA MASS TRANSIT DISTRICT	OR
Tillamook Urban Renewal Agency	OR	Banks Fire District #13	OR
Netarts Water District	OR	KLAMATH COUNTY 9-1-1	OR
OAK LODGE SANITARY DISTRICT	OR	GLENDALE RURAL FIRE DISTRICT	OR
Boardman Rural Fire Protection		COLUMBIA 911 COMMUNICATIONS	
District	OR	DISTRICT	OR
Tualatin Soil and Water Conservation		CLACKAMAS RIVER WATER	OR
District	OR	NW POWER POOL	OR

Lowell Rural Fire Protection District	OR	CITY OF BEAVERTON	OR
TriMet Transit	OR	CITY OF BOARDMAN	OR
Estacada Rural Fire District	OR	CITY OF CANBY	OR
Keizer Fire District	OR	CITY OF CANYONVILLE	OR
State Accident Insurance Fund		CITY OF CENTRAL POINT POLICE	
Corporation	OR	DEPARTMENT	OR
Bend Metro Park & Recreation District	OR	CITY OF CLATSKANIE	OR
Port of Hood River	OR	CITY OF CONDON	OR
La Pine Park & Recreation District	OR	CITY OF COOS BAY	OR
Brookings- HArbor School District 17c	OR	CITY OF CORVALLIS	OR
Siuslaw Public Library District	OR	CITY OF CRESWELL	OR
Tri-County Metropolitan		CITY OF ECHO	OR
Transportation District of Oregon		CITY OF ESTACADA	OR
("TriMet")	OR	CITY OF EUGENE	OR
Columbia River Fire & Rescue	OR	CITY OF FAIRVIEW	OR
Fern Ridge Library District	OR	CITY OF GEARHART	OR
Bend Park and Recreation District	OR	CITY OF GOLD HILL	OR
Port of Garibaldi	OR	CITY OF GRANTS PASS	OR
Seal Rock Water District	OR	CITY OF GRESHAM	OR
Rockwood Water P.U.D.	OR	CITY OF HILLSBORO	OR
Gollux	OR	CITY OF HOOD RIVER	OR
Tillamook Fire District	OR	CITY OF JOHN DAY	OR
Tillamook County Transportation Dist	OR	CITY OF KLAMATH FALLS	OR
Central Lincoln People's Utility District	OR	CITY OF LA GRANDE	OR
Jefferson Park and Recreation	OR	CITY OF MALIN	OR
City of Monmouth / Public Works	OR	CITY OF MCMINNVILLE	OR
McMinnville Police Department	OR	CITY OF HALSEY	OR
Long Creek School District	OR	CITY OF MEDFORD	OR
City of Salem Fire Department	OR	CITY OF MILL CITY	OR
City of Sublimity	OR	CITY OF MILWAUKIE	OR
City of Central Point Parks and		CITY OF MORO	OR
Recreation	OR	CITY OF MOSIER	OR
Gearhart Fire Department	OR	CITY OF NEWBERG	OR
Woodburn City Of	OR	CITY OF OREGON CITY	OR
Brookings Fire / Rescue	OR	CITY OF PILOT ROCK	OR
City of Veneta	OR	CITY OF POWERS	OR
CITY OF DAMASCUS	OR	RAINIER POLICE DEPARTMENT	OR
Hermiston Fire & Emergency Svcs	OR	CITY OF REEDSPORT	OR
CEDAR MILL COMMUNITY LIBRARY	OR	CITY OF RIDDLE	OR
CITY OF LAKE OSWEGO	OR	CITY OF SCAPPOOSE	OR
LEAGUE OF OREGON CITIES	OR	CITY OF SEASIDE	OR
CITY OF SANDY	OR	CITY OF SILVERTON	OR
CITY OF ASTORIA OREGON	OR	CITY OF STAYTON	OR

City of Troutdale	OR	CITY OF FALLS CITY	OR
CITY OF TUALATIN, OREGON	OR	CITY OF PHOENIX	OR
CITY OF WARRENTON	OR	CITY OF PRAIRIE CITY	OR
CITY OF WEST LINN/PARKS	OR	CITY OF REDMOND	OR
CITY OF WOODBURN	OR	CITY OF SHERWOOD	OR
CITY OF TIGARD, OREGON	OR	City of junction city	OR
CITY OF AUMSVILLE	OR	City of Florence	OR
CITY OF PORT ORFORD	OR	Columbia Gorge Community	OR
CITY OF EAGLE POINT	OR	City of Dayton	OR
CITY OF WOOD VILLAGE	OR	City of Carlton	OR
St. Helens, City of	OR	City of Pendleton Convention Center	OR
CITY OF WINSTON	OR	City of Monmouth	OR
CITY OF COBURG	OR	City of Philomath	OR
CITY OF NORTH PLAINS	OR	City of Sheridan	OR
CITY OF GERVAIS	OR	Seaside Public Library	OR
CITY OF YACHATS	OR	City of Yoncalla	OR
FLORENCE AREA CHAMBER OF		La Grande Police Department	OR
COMMERCE	OR	City of Joseph	OR
PORTLAND DEVELOPMENT		Cove City Hall	OR
COMMISSION	OR	NW PORTLAND INDIAN HEALTH	
CITY OF CANNON BEACH OR	OR	BOARD	OR
CITY OF ST. PAUL	OR	Portland Patrol Services	OR
CITY OF ADAIR VILLAGE	OR	City Of Bend	OR
CITY OF WILSONVILLE	OR	City Of Coquille	OR
CITY OF HAPPY VALLEY	OR	City Of Molalla	OR
CITY OF SHADY COVE	OR	ROCKWOOD WATER PEOPLE'S UTILITY	
CITY OF LAKESIDE	OR	DISTRICT	OR
CITY OF MILLERSBURG	OR	City of St. Helens	OR
CITY OF GATES	OR	City of North Powder	OR
KEIZER POLICE DEPARTMENT	OR	City of Eugene	OR
CITY OF DUNDEE	OR	City of Cornelius, OR	OR
CITY OF AURORA	OR	Toledo Police Department	OR
THE CITY OF NEWPORT	OR	Springfield Public Library	OR
CITY OF ALBANY	OR	City of Independence	OR
CITY OF ASHLAND	OR	City of Cascade Locks	OR
CITY OF LEBANON	OR	City of Columbia City	OR
CITY OF PORTLAND	OR	City of Baker City	OR
CITY OF SALEM	OR	McMinnville Water & Light	OR
CITY OF SPRINGFIELD	OR	City of Pendleton Parks & Recreation	OR
METRO	OR	CITY OF HEPPNER	OR
CITY OF BURNS	OR	CITY OF SWEETHOME	OR
CITY OF COTTAGE GROVE	OR	CITY OF THE DALLES	OR
CITY OF DALLAS	OR	CLACKAMAS FIRE DIST#1	OR

DESCHUTES PUBLIC LIBRARY	OR	MULTONAH COUNTY DRAINAGE	
STAYTON FIRE DISTRICT	OR	DISTRICT #1	OR
Lake County Chamber of Commerce		PORT OF BANDON	OR
Inc	OR	OR INT'L PORT OF COOS BAY	OR
City of Talent	OR	MID-COLUMBIA CENTER FOR LIVING	OR
City of Ontario	OR	DESCHUTES COUNTY RFPD NO.2	OR
City of Corvallis Parks and Recreation	OR	YOUNGS RIVER LEWIS AND CLARK	
North Lincoln Fire & Rescue #1	OR	WATER DISTRICT	OR
Gresham Police Department	OR	PACIFIC STATES MARINE FISHERIES	
City of Harrisburg	OR	COMMISSION	OR
Gladstone Public Library	OR	CENTRAL OREGON IRRIGATION	
City of Portland Parks Bureau	OR	DISTRICT	OR
City of Astoria Parks Dept.	OR	MARION COUNTY FIRE DISTRCT #1	OR
Seaside Fire & Rescue	OR	COLUMBIA RIVER PUD	OR
Florence Police Department	OR	SANDY FIRE DISTRICT NO. 72	OR
City Of North Bend	OR	BAY AREA HOSPITAL DISTRICT	OR
City of Union	OR	NEAH KAH NIE WATER DISTRICT	OR
City of Nehalem	OR	PORT OF UMPQUA	OR
City of Richland	OR	EAST MULTNOMAH SOIL AND WATER	
CITY OF LINCOLN CITY	OR	CONSERVANCY	OR
City of Donald	OR	Benton Soil & Water Conservation	
City of Milton-Freewater	OR	District	OR
CITY OF MADRAS	OR	DESCHUTES PUBLIC LIBRARY SYSTEM	OR
CITY OF SCIO	OR	CLEAN WATER SERVICES	OR
City of Forest Grove	OR	North Douglas County Fire & EMS	OR
City Govrnment	OR	Crooked River Ranch Rural Fire	
City of Mt. Angel	OR	Protection District	OR
Albany Police Department	OR	PARROTT CREEK CHILD & FAM	OR
Umatilla Electric Cooperative	OR	South Lane County Fire And Rescue	OR
WATER ENVIRONMENT SERVICES	OR	Mill City RFPD	OR
Polk County Fire District No.1	OR	Lake Chinook Fire & Rescue	OR
Clatsop Care Health District-Clatsop		Clackamas County Water Environment	
Retirement Village	OR	Services	OR
Netarts-Oceanside RFPD	OR	Amity Fire District	OR
UIUC	OR	CENTRAL OREGON COMMUNITY	
Rogue River Fire District	OR	COLLEGE	OR
Aurora Rural Fire District	OR	UMPQUA COMMUNITY COLLEGE	OR
Tillamook County Emergency		LANE COMMUNITY COLLEGE	OR
Communications District	OR	MT. HOOD COMMUNITY COLLEGE	OR
Southern Coos Hospital	OR	LINN-BENTON COMMUNITY COLLEGE	OR
Oregon Cascades West Council of		SOUTHWESTERN OREGON	
Governments	OR	COMMUNITY COLLEGE	OR
		PORTLAND COMMUNITY COLLEGE	OR

CHEMEKETA COMMUNITY COLLEGE	OR	OREGON TRAVEL INFORMATION	
ROGUE COMMUNITY COLLEGE	OR	COUNCIL	OR
COLUMBIA GORGE COMMUNITY		OREGON DEPARTMENT OF	
COLLEGE	OR	EDUCATION	OR
TILLAMOOK BAY COMMUNITY		OREGON DEPT. OF CORRECTIONS	OR
COLLEGE	OR	DEPARTMENT OF ADMINISTRATIVE	
KLAMATH COMMUNITY COLLEGE		SERVICES	OR
DISTRICT	OR	Oregon Board of Massage Therapists	OR
Oregon Coast Community College	OR	Oregon Forest Industries Council	OR
Clatsop Community College	OR	Oregon Tradeswomen	OR
North Portland Bible College	OR	Oregon Convention Center	OR
OREGON COMMUNITY COLLEGE		OREGON SCHL BRDS ASSOCIAT	OR
ASSOCIATION	OR	Central Oregon Home Health and Hos	OR
Umpqua Valley Public Defender	OR	Oregon Health Care Quality Cor	OR
Teacher Standards and Pracitices		OREGON DEPARTMENT OF HUMAN	
Commission	OR	SERVICES	OR
Salem Keizer School District Purchasing	OR	Oregon Air National Guard	OR
Kdrv Channel 12	OR	Training & Employment	OR
Opta Oregon Permit Technician	OR	State of Oregon - Department of	
Oregon Forest Resources Institute	OR	Administrative Services	OR
Office of the Ong Term Care		Aging and People with Disabilities	OR
Ombudsman	OR	Department of Administrative Services	OR
Oregon State Lottery	OR	Oregon State Treasury	OR
OREGON TOURISM COMMISSION	OR	Oregon State Fair Council	OR
OREGON STATE POLICE	OR	Oregon DEQ	OR
OFFICE OF THE STATE TREASURER	OR	Procurement Services/DAS	OR
OREGON DEPT. OF EDUCATION	OR	STATE OF OREGON	OR
SEIU LOCAL 503, OPEU	OR	OREGON JUDICIAL DEPARTMENT	OR
OREGON DEPARTMENT OF FORESTRY	OR	Oregon State Board of Architect	
OREGON STATE DEPT OF		Examiners	OR
CORRECTIONS	OR	Oregon Board of Chiropractic	
OREGON CHILD DEVELOPMENT		Examiners	OR
COALITION	OR	City of Astoria Fire Department	OR
OFFICE OF MEDICAL ASSISTANCE		Columbia Gorge ESD	OR
PROGRAMS	OR	Nehalem Bay Wastewater	OR
OREGON OFFICE OF ENERGY	OR	Association of Oregon Community	
OREGON STATE BOARD OF NURSING	OR	Mental Health Programs	OR
BOARD OF MEDICAL EXAMINERS	OR	VA	OR
OREGON LOTTERY	OR	US FISH AND WILDLIFE SERVICE	OR
OREGON BOARD OF ARCHITECTS	OR	Bonneville Power Administration	OR
SANTIAM CANYON COMMUNICATION		Bureau Of Land Management	OR
CENTER	OR	Oregon Army National Guard	OR
OREGON DEPT OF TRANSPORTATION	OR	USDA Forest Service	OR

123d Fighter Squadron	OR	NORTH BEND CITY- COOS/URRY	
Yellowhawk Tribal Health Center	OR	HOUSING AUTHORITY	OR
ANGELL JOB CORPS	OR	MARION COUNTY HOUSING	
Coquille Indian Housing Authority	OR	AUTHORITY	OR
COLLEGE HOUSING NORTHWEST	OR	HOUSING AUTHORITY OF THE CITY OF	
HOUSING AUTHORITY OF CLACKAMAS		SALEM	OR
COUNTY	OR	Housing Authority of Yamhill County	OR
HOUSING AUTHORITY OF PORTLAND	OR	The Housing Authority of the County of	
WEST VALLEY HOUSING AUTHORITY	OR	Umatilla	OR
HOUSING AUTHORITY AND		homeforward	OR
COMMUNITY SERVICES AGENCY	OR		

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

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

In addition, Contractor agrees to the following specific provisions:

- 1. Pursuant to 44 CFR 13.36(i)(1), County is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2. Pursuant to 44 CFR 13.36(i)(2), County may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
- a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
- c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
- d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
- e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
- f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

- 5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
- a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the County and be disposed of in accordance with County policy. The County, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
- a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
  - (1) The copyright in any work developed under a grant or contract; and
  - (2) Any rights of copyright to which a grantee or a 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 County deems necessary, Contractor shall permit County, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or County makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

#### COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

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

#### **UNIFORM ADMINISTRATIVE REQUIREMENTS**

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

# Cost Proposal Form Document and Media Destruction Services Sealed Bid #18-6320

#### **Scheduled Service**

Container sizes shown are for illustration purposes only. Please provide pricing for all available containers in your offering. Please provide details on any containers listed under **Other** and any size differences from those containers listed on an attached page.

	Onsite Rate						
	Locked	32 Gallon	64 Gallon	95 Gallon			
Product	Container	Tote	Tote	Tote	Gaylord	Pallet	Other
Paper							
Tapes/Cassettes							
CDs							
Magnetic Tapes/Microfilm							
Hard Drives/Cell Phones							
Wristbands							
X-Rays							
Pill Bottles							
Other							

	Offsite Rate						
	Locked	32 Gallon	64 Gallon	95 Gallon			
Product	Container	Tote	Tote	Tote	Gaylord	Pallet	Other
Paper							
Tapes/Cassettes							
CDs							
Magnetic Tapes/Microfilm							
Hard Drives/Cell Phones							
Wristbands							
X-Rays							
Pill Bottles							
Other							

#### **On Demand Service**

Container sizes shown are for illustration purposes only. Please provide pricing for all available containers in your offering. Please provide details on any containers listed under **Other** and any size differences from those containers listed on an attached page.

	Onsite Rate						
	Locked	32 Gallon	64 Gallon	95 Gallon			
Product	Container	Tote	Tote	Tote	Gaylord	Pallet	Other
Paper							
Tapes/Cassettes							
CDs							
Magnetic Tapes/Microfilm							
Hard Drives/Cell Phones							
Wristbands							
X-Rays							
Pill Bottles							
Other							

	Offsite Rate						
	Locked	32 Gallon	64 Gallon	95 Gallon			
Product	Container	Tote	Tote	Tote	Gaylord	Pallet	Other
Paper							
Tapes/Cassettes							
CDs							
Magnetic Tapes/Microfilm							
Hard Drives/Cell Phones							
Wristbands							
X-Rays							
Pill Bottles							
Other							

#### **Additional Services**

Additional services shown are for illustration purposes only. Please provide pricing for all available additional services in your offering. Please provide a detailed pricing proposal for any additional services offered.

Service	Onsite Rate	Offsite Rate
Container Rental		
Container Drop Off		
Container Pick Up		
Incineration		
Double Shred		
<b>Expedited Services</b>		
Sharps Management		
Universal Waste Program		
<b>Emergency Services</b>		
Large Shred/Purge Services		
Other		