COMPETITIVE SOLICITATION

BY BARRON COUNTY

FOR

TRAFFIC CONTROL PRODUCTS AND RELATED PRODUCTS AND SOLUTIONS

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

RFP 2013-100
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NOTICE TO VENDORS

Notice is hereby given that Barron County (County) on behalf of itself and other government agencies and made available through the U.S. Communities Government Purchasing Alliance will receive proposals for

TRAFFIC CONTROL PRODUCTS AND RELATED PRODUCTS AND SOLUTIONS

RFP 2013-100

Sealed bid proposals for the material described herein will be received until 11:00 AM on November 25, 2013 by the Barron County Highway Department, Office of the Highway Commissioner, 260 North 7th Street, Barron, WI 54812, whereupon the sealed proposals received will be opened and evaluated. Proposals must be sealed, prominently marked with the RFP number, title, due date, time, and name of vendor on outside of envelope. Facsimile (FAX) copies of the RFP will not be allowed.

Copies of the RFP documents may be downloaded at www.barroncountywi.gov. Refer any questions to Mark Servi at bchdtcp@co.barron.wi.us.

The County reserves the right to accept or reject any or all bids, to waive any technicalities, and to select the bid deemed most advantageous to the Barron County Highway Department and Participating Public Agencies.
This Proposal submitted by:

Name of Organization: ___________________________________________

Address: ___________________________________________

City/State/Zip: ___________________________________________

Primary Contact Person: ___________________________________________

Phone: ___________________________________________

Fax: ___________________________________________

E-mail: ___________________________________________

In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Barron County the items or services offered and accompanying attachments shall constitute a contract.

By signing this proposal, Vendor certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Request for Proposal.

___________________________________
Vendor Legally Authorized Signature

___________________________________
Print Name

___________________________________
Title

___________________________________
Date
1. INTRODUCTION

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

Proposals will be received until to 11:00 A.M. on November 25, 2013. Envelopes must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date and name of vendor, and submitted to:

BARRON COUNTY HIGHWAY DEPARTMENT
OFFICE OF THE HIGHWAY COMMISSIONER
260 NORTH 7TH STREET
BARRON, WI 54812

Proposals must be received no later than the time and date designated above. Proposals received later than the designated time and date will not be accepted. Facsimile (FAX) copies of the RFP will not be accepted.

This request does not commit the County to pay for any costs incurred in the submission of the RFP, or in making necessary studies for the preparation thereof, nor to procure or contract for the services or materials.

Questions regarding this solicitation shall be submitted in writing via e-mail to: Mark Servi, Barron County Highway Commissioner, bchd tcp@co.barron.wi.us.

There will be no “oral communications” with any County employees regarding this RFP.

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY.
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 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 TERMS AND CONDITIONS

Taxes – Taxes shall not be included in unit prices.

Brand Name and Number – The Vendors shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the vendor is quoting on the exact brand name and number specified in the RFP form. Should any item for which proposals are requested be patented, or otherwise protected or designated by the particular name of the maker and the Vendor desires to bid on an item of equal character and quality, it may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Highway Commissioner to be equal in all respects to that specified.

Samples – If needed, samples shall be furnished free of cost to the County after the RFP opening. If requested, they are to be sent within seven (7) days to the Barron County Highway Department, Office of the Highway Commissioner, 260 N 7th Street, Barron, Wisconsin 54812, unless otherwise specified. The County reserves the right to reject the RFP of any Vendor failing to submit samples as requested. Samples must be plainly marked with name of vendor, RFP number and date of the RFP opening. Samples of the successful Vendors may be retained for comparison with deliveries. Vendors may pick up samples (if not destroyed by test) on notice from the Office of the Highway Commissioner. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the County. Vendors (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.

Quantity and Quality of Materials or Services – The successful Vendors shall furnish and deliver the quantities designated in the RFP or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the RFP specifications and
the County’s sample or the sample furnished by the Vendors and accepted by the County. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the RFP specifications, the cost of such test shall be paid by the Vendor(s). The Vendor certifies that all materials conform to all applicable requirements of Wisconsin OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

**Material Safety Data Sheets** – For all products requiring a Material Safety Data Sheet – The County requires that a Material Safety Data Sheet accompany all orders at the time of delivery.

**Severability** – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

**Amendments** – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

**Entire Agreement** – This RFP and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Vendor, by the execution of his/her signature on the RFP Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**Force Majeure Clause** – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

**Hold Harmless Clause** – The successful Vendor agrees to indemnify, defend and save harmless Barron County, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the County, it’s officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Vendor or Vendor’s agents, employees or subcontractor’s performance under the terms of this contract, excepting only liability arising out of the sole negligence of the County.

**Prevailing Law** – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the RFP proposal shall conform to all applicable requirements of local, state and federal law.
Governing Law and Venue – In the event of litigation, the RFP documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of Wisconsin. Venue shall only be with the appropriate state of federal court located in Barron County.

Permits and Licenses – The successful Vendors and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

Anti-discrimination – It is the policy of the Barron County Board of Supervisors, that in connection with all work performed under Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of sexual orientation, physical and mental disability, medical conditions, marital status, age, pregnancy, veteran status, gender, race, color, ancestry, national origin, sex, or religious creed. Therefore, the Vendor agrees to comply with applicable Federal and Wisconsin laws including, but not limited to, the Wisconsin Fair Employment Act. In addition, the successful Vendors agree to require like compliance by all subcontractors employed on the work by him.
4. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

This Solicitation is to establish a nationwide master agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category.

The intent is for each Supplier to submit its complete line of Traffic Control Products, Related Products and Solutions so that Participating Public Agencies may order a wide array of products, services and solutions as appropriate for their needs. Suppliers should have a demonstrated experience in providing the Products as defined in this RFP, including but not limited to:


B. **Parking and ITS Solutions:** Cameras, Parking Gate Operators, Swing Gate Operators, Slide Gate Operators, Phone Entry Systems, Mobile Traffic Trailers, Crash Barriers, Overhead Clearance Tubes, Electric Car Recharging Stations, Shelters, Gate Arms, Turnstiles, Proximity Sensors, Blank Out Signs, Undercarriage Mirrors, Wheel Immobilizers and any other Parking and ITS Solutions offered by Supplier.

C. **Industrial and Work Zone Products:** Crowd Control Barricades, Safety Mirrors, Wheel Chocks, Non-Skid Tapes, Eyewash Stations, Floor Signage, Wall & Pole Guards, Guardrail, Exit Signs, Dock Bumpers, Exit and Egress Signing, Changeable Message Boards, Directional Arrow Boards, Barricade Lights Flares, Beacons, Flashlights, Incident Response Roll-up Signs, Radar Feedback Signs, Barrier Webbing, Reflectors, Traffic Paddles, Barriers, Cones, Cone signs and any other Industrial and Work Zone Products offered by Supplier.

D. **Traffic, Pavement Marking and Striping Products:** Car Stops, Speed Humps, Speed Tables, Guardrail Reflectors, Cable Guards, Covers, Push & Rider Stripers, Stencils, Paint, Thermoplastics, Pothole Patch, In-Road LED Markers, Measuring Wheels and any other Traffic, Pavement Marking and Striping Products offered by Supplier.

E. **Delineators and Markers:** Delineators, In-Road Crosswalk Signs, Snow Markers, Snow Poles, Utility Marking Flags, Hydrant Markers, Modular Signs, Butyl Pads, Curbing, Butyl Pads & Epoxy and any other Delineators and Markers offered by Supplier.

F. **Signing and Digital Sign Marking:** MUTCD Signs, Blanks, Sheeted Blanks, Sheeted Blanks with Border, Federal Advisory Signage, Sign Mounting Brackets, Hardware, Sandwich Boards, Lawn Signage, Digital Print capabilities, Screen Printing Equipment, Reflective Sheeting & Vinyl Rolls, Plotters, Cutters, Sign Making Software and any other Signing and Digital Sign Marking offered by Supplier.
G. **Posts, Poles and Bases:** Square Posts, U-Channel Posts, Wood Posts, Signal Poles, Round Posts, T-Posts, Flexible Posts, Pole Packages, Anchors, Crosspieces, Portable Sign Bases, and any other Posts, Poles and Bases offered by Supplier.

H. **Streetscape Decorative Products:** Decorative Poles, Decorative Bases, Luminaries, Decorative Brackets, Sign Backers, Ornate Lighting, Finial Pole Toppers, LED Retrofit Lighting, Street Clocks and any other Streetscape Decorative Products offered by Supplier.

I. **Parks and Recreation Products:** Benches, Tables, Waste Receptacles, Drinking Fountains, Message Centers, Bike Racks, Snuffers, State Flags, Flag Poles, Bulletin Boards, and any other Parks and Recreation Products offered by Supplier.

J. **Related Products and Solutions:** The complete range of Related Traffic Products and Solutions such as Personal Protective Equipment and any other Related Products and Services offered by the Supplier.

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5. ABOUT U.S. COMMUNITIES

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

National Sponsors

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

Advisory Board

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

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

Current U.S. Communities Advisory Board Members

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

Participating Public Agencies

Today more than 57,000 public agencies utilize U.S. Communities contracts and suppliers to procure over $1.3 Billion Dollars in products and services annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.
The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

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

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

**Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $50 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, Barron County and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2012 purchased more than $135 Million Dollars of products and services from existing U.S. Communities contracts.

**Marketing Support**

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

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

**Marketplace**
U.S. Communities has developed an online Marketplace, which gives Participating Public Agencies the ability to purchase from many U.S. Communities contracts directly from our website. The Marketplace makes it easier for Participating Public Agencies to access many contracts through a single login and place orders using a procurement card, credit card or purchase order. Suppliers have the ability to add their products to the Marketplace at no cost.

**Multiple Awards**

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

Barron County reserves the right to award the contract in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the County as a result of this solicitation.

**Evaluation of Proposals**

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

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

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6. SUPPLIER QUALIFICATIONS AND COMMITMENTS

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.
SUPPLIER QUALIFICATIONS

COMMITS

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

(b) **Pricing Commitment.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) A dedicated U.S. Communities internet web-based homepage containing:

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

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

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
(v) **Electronic Registration.** Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities’ online registration process prior to processing the Public Agency’s first sales order.

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

(vii) **Supplier Content.** Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly 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.

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U.S. Communities Administration Agreement

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

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

The remainder of this page is intentionally left blank.
Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
   YES____  NO____

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

C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in all 35 U.S. states?
   YES____  NO____

D. Did your company have sales greater than $25 million last year in the United States?
   YES____  NO____

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

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

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

H. Does your company maintain records of your overall Participating Public Agencies’ sales that you can and will share with U.S. Communities to monitor program implementation progress?
   YES____  NO____

I. Will your company commit to the following program implementation schedule?
   YES____  NO____

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

______________________________________________________________________________
Submitted by:
________________________________   ___________________________________
(Printed Name)     (Signature)
________________________________   ___________________________________
(Title)      (Date)
<table>
<thead>
<tr>
<th>New Supplier Implementation Checklist</th>
<th>Target Completion After Award</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. First Conference Call</strong></td>
<td>One Week</td>
</tr>
<tr>
<td>Discuss expectations</td>
<td></td>
</tr>
<tr>
<td>Establish initial contact people &amp; roles</td>
<td></td>
</tr>
<tr>
<td>Outline kickoff plan</td>
<td></td>
</tr>
<tr>
<td>Establish WebEx training date</td>
<td></td>
</tr>
<tr>
<td><strong>2. Second Conference Call</strong></td>
<td>One Week</td>
</tr>
<tr>
<td>Review Contract Commitments</td>
<td></td>
</tr>
<tr>
<td><strong>3. Administrative Agreement Signed</strong></td>
<td>One Week</td>
</tr>
<tr>
<td>Lead Public Agency agreement signed</td>
<td></td>
</tr>
<tr>
<td><strong>4. Supplier Login Established</strong></td>
<td>One Week</td>
</tr>
<tr>
<td>Complete Supplier initiation form</td>
<td></td>
</tr>
<tr>
<td>Complete Supplier product template</td>
<td></td>
</tr>
<tr>
<td>Create user account &amp; user ID - Communicate to Supplier</td>
<td></td>
</tr>
<tr>
<td><strong>5. Initial Sr. Management Meeting</strong></td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Review commitments</td>
<td></td>
</tr>
<tr>
<td>Discuss National Account Manager (NAM) role &amp; staff requirements</td>
<td></td>
</tr>
<tr>
<td>Discuss reporting process &amp; requirements</td>
<td></td>
</tr>
<tr>
<td>Review kickoff plan</td>
<td></td>
</tr>
<tr>
<td>Determine field sales introductory communication plan</td>
<td></td>
</tr>
<tr>
<td><strong>6. Initial NAM &amp; Staff Training Meetings</strong></td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Discuss expectations, roles &amp; responsibilities</td>
<td></td>
</tr>
<tr>
<td>Introduce and review web-based tools</td>
<td></td>
</tr>
<tr>
<td>Discuss sales organization &amp; define roles</td>
<td></td>
</tr>
<tr>
<td>Review with NAM</td>
<td></td>
</tr>
<tr>
<td>Review process &amp; expectations with NAM and lead referral person</td>
<td></td>
</tr>
<tr>
<td>Discuss marketing plan and customer communication strategy</td>
<td></td>
</tr>
<tr>
<td>Discuss Admin process/expectations &amp; provide admin support</td>
<td></td>
</tr>
<tr>
<td><strong>7. Review Top 10 Local Government Contracts</strong></td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Determine strategies with NAM</td>
<td></td>
</tr>
<tr>
<td><strong>8. Program Contact Requirements</strong></td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Supplier contacts communicated to U.S. Communities Staff</td>
<td></td>
</tr>
<tr>
<td>Dedicated email</td>
<td></td>
</tr>
<tr>
<td>Dedicated toll free number</td>
<td></td>
</tr>
<tr>
<td>Dedicated fax number</td>
<td></td>
</tr>
<tr>
<td><strong>9. Web Development</strong></td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Initiate IT contact</td>
<td>Three Weeks</td>
</tr>
<tr>
<td>Website construction</td>
<td></td>
</tr>
<tr>
<td><strong>Website final edit</strong></td>
<td>Four Weeks</td>
</tr>
<tr>
<td>------------------------</td>
<td>------------</td>
</tr>
<tr>
<td><strong>Product upload to U.S. Communities site</strong></td>
<td>Four Weeks</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>10. Sales Training &amp; Roll Out</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Regional Manager (RM) briefing - Coordinate with NAM</td>
<td>One Week</td>
</tr>
<tr>
<td>Initial remote WebEx training for all sales - Coordinate with NAM</td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Top 10 metro areas - Coordinate with NAM &amp; RM</td>
<td>Four Weeks</td>
</tr>
<tr>
<td>Initiate contact with Advisory Board (AB) members</td>
<td>Four Weeks</td>
</tr>
<tr>
<td>Training plan for other metros</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>11. Marketing</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General announcement</td>
<td></td>
</tr>
<tr>
<td>1 Page Summary with Supplier contacts</td>
<td></td>
</tr>
<tr>
<td>Branding of program</td>
<td></td>
</tr>
<tr>
<td>Supplier handbook</td>
<td></td>
</tr>
<tr>
<td>Announcement to AB and Sponsors</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>12. Green Initiative</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify Green Products</td>
<td>Two Weeks</td>
</tr>
<tr>
<td>- Certifications</td>
<td></td>
</tr>
<tr>
<td>- New product identification</td>
<td></td>
</tr>
<tr>
<td>Identify green expert</td>
<td></td>
</tr>
<tr>
<td>Green reporting</td>
<td>Six Weeks</td>
</tr>
<tr>
<td>Upload product to U.S. Communities website</td>
<td>Four Weeks</td>
</tr>
<tr>
<td>- Product description</td>
<td></td>
</tr>
<tr>
<td>- Picture</td>
<td></td>
</tr>
<tr>
<td>- SKU</td>
<td></td>
</tr>
<tr>
<td>Green marketing material</td>
<td>Six Weeks</td>
</tr>
<tr>
<td>- Approved by U.S. Communities</td>
<td></td>
</tr>
<tr>
<td>- Printed/ Images</td>
<td></td>
</tr>
<tr>
<td>- Articles/ Best Practices/ Supplier internal green practices</td>
<td></td>
</tr>
<tr>
<td>- Workshops</td>
<td></td>
</tr>
<tr>
<td>- Green tradeshows</td>
<td></td>
</tr>
<tr>
<td>- 3rd Party green vendors</td>
<td></td>
</tr>
</tbody>
</table>
Please respond to the following requests for information about your company:

**Company**

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

   Example:

<table>
<thead>
<tr>
<th>NUMBER OF SALES REPRESENTATIVES</th>
<th>CITY</th>
<th>STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>Phoenix</td>
<td>AZ</td>
</tr>
<tr>
<td>6</td>
<td>Tucson</td>
<td>AZ</td>
</tr>
<tr>
<td>10</td>
<td>Los Angeles</td>
<td>CA</td>
</tr>
<tr>
<td>12</td>
<td>San Francisco</td>
<td>CA</td>
</tr>
<tr>
<td>6</td>
<td>San Diego</td>
<td>CA</td>
</tr>
<tr>
<td>5</td>
<td>Sacramento</td>
<td>CA</td>
</tr>
<tr>
<td>3</td>
<td>Fresno</td>
<td>CA</td>
</tr>
<tr>
<td>Etc.</td>
<td>Etc.</td>
<td>Etc.</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>366</strong></td>
<td></td>
</tr>
</tbody>
</table>

2. Number and location of manufacturing facilities in the United States and Canada.
3. Number and location of distribution outlets in the United States (if applicable);
4. Number and location of support centers (if applicable);
5. Annual sales for 2010, 2011 and 2012 in the United States; Sales reporting should be segmented into the following categories:

<table>
<thead>
<tr>
<th>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2010, 2011 AND 2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Segment</td>
</tr>
<tr>
<td>Cities</td>
</tr>
<tr>
<td>Counties</td>
</tr>
<tr>
<td>K-12 (Public/Private)</td>
</tr>
<tr>
<td>Higher Education (Public/Private)</td>
</tr>
<tr>
<td>States</td>
</tr>
<tr>
<td>Other Public Sector and Nonprofits</td>
</tr>
<tr>
<td>Federal</td>
</tr>
<tr>
<td>Private Sector</td>
</tr>
<tr>
<td><strong>Total Supplier Sales</strong></td>
</tr>
</tbody>
</table>

7. Provide a list with contact information of your company’s ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided. Provide a list with contact information of five public agency customers that your company has lost in the last twelve months.

**Distribution**

1. Describe how your company proposes to distribute the Products nationwide.

2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.

3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.

4. Provide the number, size and location of your company’s distribution facilities, warehouses and retail network as applicable.

5. If applicable, describe your company’s ability to do business with dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

**Marketing**

1. Outline your company’s plan for marketing the Products to State and local government agencies nationwide.

2. Explain how your company will educate its national sales force about the Master Agreement.

3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.

4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the amount of purchases of existing public agency clients that your company will transition to the U.S. Communities contract for the initial three years of the contract in the following format within your proposal.

   a. $_______,00 will be transitioned in year one.
   b. $_______,00 will be transitioned in year two.
   c. $_______,00 will be transitioned in year three.

5. Explain how your company proposes to resolve any complaints, issues or challenges.

6. Please submit the resume of the person your company proposes to serve as the National Accounts Manager. Also provide the resume for each person that will be dedicated full
time to U.S. Communities account management along with key executive personnel that will be supporting the program.

**Products**

1. Provide a description of the Products and Services to be provided by the major product categories set forth in the General Definition of Products and Services of the RFP. The primary objective is for each Supplier to provide its complete offering so that Participating Public Agencies may order a range of product, services and solutions as appropriate for their needs.

2. Provide a description of any Related Products and Services Supplier wishes to be considered.

3. State the company’s standard delivery time (in days), options for expediting delivery and return policies.

4. State restocking fees and procedures for returning products.

5. State backorder policy. Do you fill or kill order and require Agency to reorder if item is backordered?

6. Describe any special programs that your company offers that will improve customers’ ability to access Products, on-time delivery or other innovative strategies.

7. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions.

**Quality**

1. Describe your company’s quality control processes from manufacture through delivery.

2. What testing methodologies do you use to ensure compliance with company specifications and industry standards?

3. Describe your problem escalation process.

4. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?

5. Describe and provide any product or service warranties.

**Administration**

1. Describe your company’s capacity to employ EDI, telephone, ecommerce, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
2. Describe your company’s internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

3. Describe your company’s ecommerce capabilities, including details about your ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). Describe order authorization hierarchies and unique user role capabilities. Please detail where you have integrated with a public agency’s ERP (PeopleSoft, Lawson, Oracle, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, “go live” date, net sales per calendar year since “go live”, and percentage of agency sales being processed through this connection.

4. Describe your company’s implementation and success with existing multi-state cooperative purchasing programs, if any, and provide the entity’s name(s), contact person(s) and contact information as reference(s).

5. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.

6. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.

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

**National Staffing Plan**

A staffing plan is required which describes the Supplier’s proposed staff distribution to implement and manage this contract throughout the term of the contract. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline of each member’s involvement throughout the contract. It is mandatory that this section identify the key personnel who are to be engaged in this contract, their relationship to the contracting organization, and amount of time to be devoted to the contract.

**Environmental**

1. Provide a brief description of any company environmental initiatives, including your company’s environmental strategy, your investment in being an environmentally preferable service leader, and any resources dedicated to your environmental strategy.

2. Describe your company’s process for defining green products or sustainable processes.
3. Provide a green product listing. Describe any environmental attributes (recycled materials, energy efficiency, biodegradable, low-toxicity, etc.) or certifications achieved for each product.

4. Describe your product’s recyclability. Describe any buy back or take back options offered. Describe your company’s efforts to reduce or reuse packaging and minimize environmental footprint in the shipping process.

5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Additional Information

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

1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish a cooperative contract or contracts for Traffic Control Products, and Related Products and Solutions for Barron County, Wisconsin and on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.

2. **RFP QUESTIONS:**

2.1. The County shall not be bound by and the Proposer shall not request or rely on any oral interpretation or clarification of this RFP. Therefore any questions regarding this RFP are encouraged and should be submitted in writing by email to:

   Highway Commissioner:  Mark Servi  
   E-Mail:  bchdtpc@co.barron.wi.us

2.2. Questions received up to the deadline to submit questions in the Calendar of Events will be answered in writing per the Calendar of Events. Answers to questions from any Proposer will be provided to all Proposers.

2.3. All communications regarding this proposal shall only be through the County’s point of contact listed above. No communication is to be directed to any other County personnel.

3. **CONTRACT PERIOD AND RENEWAL:**

3.1. The term of the contract will be for three (3) years following the contract award date.

3.2. Barron County may, at its option, renew the term of this Contract up to a maximum of three (3) years, one (1) year at a time. The Contractor shall be notified in writing by the County of its intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3. Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be justified and based upon verifiable criteria such as the Consumer Price Index (CPI-U), U.S. City Averages, or other relevant indices.

3.4. At any time after the date of the Request for Proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced).

4. **CALENDAR OF EVENTS (Subject to Change):**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP</td>
<td>October 21, 2013</td>
</tr>
<tr>
<td>Deadline for receipt of questions via email</td>
<td>November 1, 2013, 11:00 am</td>
</tr>
<tr>
<td>Issue Addendum/a (if required)</td>
<td>November 7, 2013</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>November 25, 2013, 11:00 am</td>
</tr>
</tbody>
</table>
GENERAL INFORMATION

Evaluation Period    December 2013
Contract Start Date    February 1, 2014

5. **TECHNICAL PROPOSAL INSTRUCTIONS:**

5.1. The Proposer must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein. It is required that ten (10) copies of the technical proposal be provided in CD or thumb drive format. The Proposer must include a notarized statement that the CD or thumb drive version is a true copy of the printed version.

Electronic/soft copies submitted must be certified free of viruses, malware, Trojans, worms, rootkits, spyware, adware, etc. Those who submit electronic/soft copies that contain viruses, malware, Trojans, worms, rootkits, spyware, adware, etc. may be liable for resulting damages.

5.2. The Proposer must submit the Technical Proposal in a separate binder containing the following information divided by tabs:

Tab 1 – COVER LETTER: Submit completed Proposal Cover Sheet. Additionally, include a cover letter which will provide a brief history of the Proposer and its organization. The letter will indicate the principal or officer of the Proposer organization who will be the County’s primary point of contact during negotiations. This individual must have the authority to negotiate all aspects on the scope of products, services and solutions 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 transmitting the proposal.

Tab 2 - EXECUTIVE SUMMARY: The Proposer will provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the Proposal.

Tab 3 – PROPOSER PROFILE: The Proposer must provide a profile of its organization and all other companies who will be providing products or services through a dealer or distribution arrangement with the Proposer. At a minimum, the Proposer will provide the following information.

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

Tab 4 – PROPOSER INFORMATION:

a. Supplier Qualifications (Ref. pages 14-18): Proposer must include a narrative of its understanding and acceptance of the Supplier Commitments.

b. Completed and signed Supplier Worksheet for National Program Consideration (Ref. page 20).
c. **Supplier Information** (Ref. pages 23-27)

Tab 5 – STATEMENT OF QUALIFICATIONS: This section shall describe the Proposer’s ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.

Tab 6 – FINANCIAL STATEMENTS:

Proposer must provide detailed, audited income statements and balance sheets from two of the most recent reporting periods.

Tab 7 – U.S. COMMUNITIES ADMINISTRATION AGREEMENT, signed unaltered

Tab 8 – Submit any initialed and/or signed Addenda (if applicable).

Tab 9 – Proposer’s catalog

6. **COST PROPOSAL INSTRUCTIONS:**

6.1. The Proposer must submit a cost proposal in a separate binder, clearly marked, fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee.

It is required that ten (10) copies of the cost proposal be provided in CD or thumb drive format. The Proposer must include a notarized statement that the CD or thumb drive version is a true copy of the printed version.

a. Provide the pricing using a **fixed percentage** (%) discount off **PROPOSER’S CATALOG PRICE LIST** or other objectively verifiable criteria.

b. Provide the reference to the standard index or other objective criteria used to determine pricing of each Product category and state why this is most advantageous to Participating public Agencies. **Copies of the relevant price lists must be included in the Cost Proposal.**

c. If offered, provide Proposer pricing for custom signs.

d. Provide the pricing for any services and solutions offered using a **mark-up percentage over cost**. Cost shall be substantiated by an actual invoice indicating the amount paid for services or solutions. Proposer may propose alternative methodologies for pricing services if it feels it is in the best interest of Participating Public Agencies.

e. Provide the pricing for any related products and services offered by your company.

f. Detail any additional pricing incentives or rebates that may be available such as for large volume purchase by Participating Public Agencies.

g. Prices/discounts shall be F.O.B. destination.
h. It is the Proposer’s responsibility to provide the County and Participating Public Agencies with an up-to-date price list and any necessary brochures, finish material samples or related materials at no charge for the duration of the contract.

6.2. The Proposer must submit Market Basket Pricing in ATTACHMENT B for evaluation purposes only. Pricing should be based on Proposers fixed percentage discount off its manufacturer catalog price list. Proposer may take into consideration any pricing incentives or rebates it is offering through this contract.

Note: Market Basket Pricing is not to be construed as Proposer’s complete offer nor is it a core list. It is for evaluation purposes only. Proposer’s entire catalog list/assortment will be Proposer’s offer to Barron County and Participating Public Agencies.

7. CONTACT FOR CONTRACTUAL MATERS:

7.1. All communications and requests for information and clarifications shall be directed to the following official:

Mark Servi, Highway Commissioner
Highway Department
E-mail: bchdtep@co.barron.wi.us

7.2. No attempt shall be made by any Proposer to contact members of the Evaluation Team or others at the County about this procurement.

8. SUBMISSION OF PROPOSALS:

8.1. One (1) original (duly marked) and ten (10) copies of the Technical proposal, and one (1) original (duly marked) and ten (10) copies of the Cost proposal shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the Proposers name and address on the outside. In addition, ten (10) copies of the Technical proposal and ten (10) copies of the Cost proposal shall be provided in a CD or thumb drive format. The Proposer must include a notarized statement that the CD or thumb drive version is a true copy of the printed version. Electronically stamped delivery receipts are available.

Highway Department
260 North 7th Street
Barron, WI 54812

8.2. Proposers are reminded that changes to the Request for Proposal, in the form of Addenda, are often issued. All addenda MUST be signed and submitted as a part of Proposer’s proposal. Notice of addenda will be posted at www.baroncountywi.gov. It is the Proposer’s responsibility to monitor the web page for the most current addenda.

8.3. It is the Proposer’s responsibility to clearly identify and to describe the products and services being offered in response to this Request for Proposal. Proposers are cautioned that organization of their response, as well as thoroughness is critical to the County’s evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental
information must be furnished and presented in an organized, comprehensive and easy to follow manner.

8.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.

8.5. Each original and set of the ten (10) copies of the proposal shall consist of:

a. Cover Sheet

b. Technical proposal as required in the General Information section, paragraph 5, TECHNICAL PROPOSAL INSTRUCTIONS.

c. Cost proposal as required in the General Information section, paragraph 6, COST PROPOSAL INSTRUCTIONS.

8.6. By executing the cover sheet, Proposer acknowledges that it has read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

9. PROPOSER PERSONNEL REQUIREMENTS AND DETERMINATION OF RESPONSIBILITY

9.1. Barron County may make such investigation as deemed necessary to determine the ability of the Proposer to supply the product or information and data for this purpose as Barron County may request.

9.2. Proposers are encouraged to promptly notify the Highway Commissioner, in writing via email, of any apparent major inconsistencies, problems, or ambiguities in the Specifications. Address notifications to: Mark Servi, Barron County Highway Commissioner, bchdtcp@co.barron.wi.us.

10. LATE PROPOSALS:

10.1. Proposals received in the Highway Department after the date and time prescribed shall not be considered for contract award and shall be returned to the Proposer.

11. PERIOD THAT PROPOSALS REMAIN VALID:

11.1. Proposals will remain valid for a period of one-hundred twenty days (120) calendar days after the date specified for receipt of proposals.

12. EVALUATION OF PROPOSAL – SELECTION FACTORS:

The following factors will be considered in the award of this contract:
12.1. **PROVEN EXPERIENCE** of the Company’s success in providing Traffic Control Products and Related Products and Services on a nationwide and local basis in a timely manner.

12.2. Depth of response to **TECHNICAL PROPOSAL INSTRUCTIONS** (Ref. General Information, paragraph 5).

12.3. Depth of response to **COST PROPOSAL INSTRUCTIONS** (Ref. General Information, paragraph 6).

12.4. Depth of response to **SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION**.

13. **TRADE SECRET/PROPRIETARY INFORMATION**:

13.1. Trade secrets or proprietary information submitted by a Proposer in connection with a procurement transaction shall not be subject to public disclosure under the Wisconsin Public Records Law; however, Proposers must invoke the protections of this section prior to or upon submission of the data or other materials.

13.2. The Proposer must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the Proposer.

The remainder of this page is intentionally left blank.
This agreement is made between certain government agencies that execute a Lead Public Agency Certificate ("Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

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

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

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

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

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

1. That each party will facilitate the cooperative procurement of Products and Services.

2. That the procurement of Products and Services subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.

3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products and Services.

5. That a procuring party will make timely payments to the Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.

10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

The remainder of this page is intentionally left blank.
This ADMINISTRATION AGREEMENT ("Agreement") is made as of ________________, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and _______________________ ("Supplier").

RECITALS

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL TERMS AND CONDITIONS

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

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

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

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

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

ARTICLE II

TERM OF AGREEMENT

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

ARTICLE III

REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities’ Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), Association of School Business Officials (ASBO) and National Institute of Governmental Purchasing (NIGP) (collectively, the “Founding Co-Sponsors”) and individual state-level sponsors. In addition, the
U.S. Communities staff shall enhance Supplier’s marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and by providing online tools to Supplier’s sales force.

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

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

(a) Corporate Commitment.

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

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

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

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

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

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

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

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

(b) **Pricing Commitment.**

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

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

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

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

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

(iii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier’s pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.
(iv) Supplier’s Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on 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) Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier’s Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier’s sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall
inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier’s name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier’s sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

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

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

(A) A dedicated U.S. Communities internet web-based homepage containing:

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

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

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

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

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

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

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

**ARTICLE IV**

**PRICING AUDITS**

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

**ARTICLE V**

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

5.2 **Sales Reports.** Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month (“Sales Report”). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

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

(b) Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing.

5.3 **Exception Reporting/Sales Reports Audits.** U.S. Communities or its designee may, at its sole discretion, compare Supplier’s Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities’ reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities’ trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities’ reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier’s reports and Supplier shall be obligated to reimburse U.S. Communities for any and all costs and expenses incurred in connection with such audit.

5.4 **Online Reporting.** Within sixty (60) days of the end of each calendar quarter, U.S. Communities shall provide online reporting to Supplier containing Supplier’s sales reporting for such calendar quarter. Supplier shall contact U.S. Communities within fifteen (15) days of receiving notification of the online reporting and report to U.S. Communities any concerns or disputes regarding the reports, including but not limited to concerns regarding the following:
Supplier shall have access to the above reports through the U.S. Communities intranet website. The following additional reports are also available to Supplier and are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement:

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

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

ARTICLE VI

MISCELLANEOUS

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

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

6.3 Assignment.

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

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities’ sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities’ obligations hereunder.
6.4 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities: U.S. Communities
2999 Oak Road, Suite 710
Walnut Creek, California 94597
Attn: Program Manager Administration

Supplier: ________________________________
________________________________
________________________________
________________________________
Attn: U.S. Communities Program Manager

6.5 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

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

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

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

6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including
impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discussable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

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

[Remainder of Page Intentionally Left Blank – Signatures Follow]
APPENDIX B
ADMINISTRATION AGREEMENT

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By  ______________________________

Name: ______________________________

Title: ______________________________

Supplier:

____________________________________

By  ______________________________

Name: ______________________________

Title: ______________________________

-47-
ATTACHMENT A

MASTER AGREEMENT

(Barron County Master Agreement/Contract to be attached at time of award.)
Appendix B - US (Data Format)

### Sales Report Template

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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:


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<td>AGENCY</td>
</tr>
<tr>
<td>HAWAII HEALTH SYSTEMS CORPORATION</td>
</tr>
<tr>
<td>HAWAII AGRICULTURE RESEARCH CENTER</td>
</tr>
<tr>
<td>STATE OF HAWAII</td>
</tr>
<tr>
<td>Third Judicial Circuit - State of Hawaii</td>
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<table>
<thead>
<tr>
<th>Account Type: Consolidated City/County (1 record)</th>
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<tbody>
<tr>
<td>CITY AND COUNTY OF HONOLULU</td>
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</table>

<table>
<thead>
<tr>
<th>Account Type: Federal (2 records)</th>
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<tbody>
<tr>
<td>US Navy</td>
</tr>
<tr>
<td>Defense Information System Agency</td>
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<table>
<thead>
<tr>
<th>State: OR (1,048 records)</th>
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</thead>
<tbody>
<tr>
<td>VALLEY CATHOLIC SCHL</td>
</tr>
<tr>
<td>Bethel School District #52</td>
</tr>
<tr>
<td>St. Therese Parish/School</td>
</tr>
<tr>
<td>Portland YouthBuilders</td>
</tr>
<tr>
<td>Wallowa County ESD</td>
</tr>
<tr>
<td>Fern Ridge School District 28J</td>
</tr>
<tr>
<td>MOLALLA RIVER ACADEMY</td>
</tr>
<tr>
<td>HIGH DESERT EDUCATION SERVICE DISTRICT</td>
</tr>
<tr>
<td>SOUTHWEST CHARTER SCHOOL</td>
</tr>
<tr>
<td>WHITEAKER MONTESSORI SCHOOL</td>
</tr>
<tr>
<td>CASCADES ACADEMY OF CENTRAL OREGON</td>
</tr>
<tr>
<td>NEAH-KAH-NIE DISTRICT NO.56</td>
</tr>
<tr>
<td>INTER MOUNTAIN ESD</td>
</tr>
<tr>
<td>STANFIELD SCHOOL DISTRICT</td>
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<tr>
<td>LA GRANDE SCHOOL DISTRICT</td>
</tr>
<tr>
<td>CASCADE SCHOOL DISTRICT</td>
</tr>
<tr>
<td>DUFUR SCHOOL DISTRICT NO.29</td>
</tr>
<tr>
<td>hillsboro school district</td>
</tr>
<tr>
<td>GASTON SCHOOL DISTRICT 511J</td>
</tr>
<tr>
<td>BEAVERTON SCHOOL DISTRICT</td>
</tr>
<tr>
<td>COUNTY OF YAMHILL SCHOOL DISTRICT 29</td>
</tr>
<tr>
<td>WILLAMINA SCHOOL DISTRICT</td>
</tr>
<tr>
<td>MCMINNVILLE SCHOOL DISTRICT NO.40</td>
</tr>
<tr>
<td>Sheridan School District 48J</td>
</tr>
<tr>
<td>THE CATLIN GABEL SCHOOL</td>
</tr>
<tr>
<td>NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH</td>
</tr>
<tr>
<td>CENTRAL CATHOLIC HIGH SCHOOL</td>
</tr>
<tr>
<td>CANYONVILLE CHRISTIAN ACADEMY</td>
</tr>
<tr>
<td>GEN CONF OF SDA CHURCH WESTERN OR</td>
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<tr>
<td>PORTLAND ADVENTIST ACADEMY</td>
</tr>
<tr>
<td>OUR LADY OF THE LAKE SCHOOL</td>
</tr>
<tr>
<td>NYSSA SCHOOL DISTRICT NO. 26</td>
</tr>
<tr>
<td>ARLINGTON SCHOOL DISTRICT NO. 3</td>
</tr>
<tr>
<td>LIVINGSTONE ADVENTIST ACADEMY</td>
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</tbody>
</table>

-53-
STATE NOTICE ADDENDUM

Santiam Canyon SD 129J
WEST HILLS COMMUNITY CHURCH
BANKS SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
HARNEY EDUCATION SERVICE DISTRICT
GREATER ALBANY PUBLIC SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SILVER FALLS SCHOOL DISTRICT
St Helens School District
DAYTON SCHOOL DISTRICT NO.8
Amity School District 4-J
SCAPPOOSE SCHOOL DISTRICT 1J
REEDSPORT SCHOOL DISTRICT
FOREST GROVE SCHOOL DISTRICT
DAVID DOUGLAS SCHOOL DISTRICT
LOWELL SCHOOL DISTRICT NO.71
TIGARD-TUALATIN SCHOOL DISTRICT
SHERWOOD SCHOOL DISTRICT 88J
RAINIER SCHOOL DISTRICT
NORTH CLACKAMAS SCHOOL DISTRICT
MONROE SCHOOL DISTRICT NO.1J
CHILDPEACE MONTESSORI
HEAD START OF LANE COUNTY
HARNEY COUNTY SCHOOL DIST. NO.3
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
LEBANON COMMUNITY SCHOOLS NO.9
MT. SCOTT LEARNING CENTERS
SEVEN PEAKS SCHOOL
DE LA SALLE N CATHOLIC HS
MULTISENSORY LEARNING ACADEMY
MITCH CHARTER SCHOOL
REALMS CHARTER SCHOOL
BAKER SCHOOL DISTRICT 5-J
PHILOMATH SCHOOL DISTRICT
CLACKAMAS EDUCATION SERVICE DISTRICT
CANBY SCHOOL DISTRICT
OREGON TRAIL SCHOOL DISTRICT NO.46
WEST LINN WILSONVILLE SCHOOL DISTRICT
MOLALLA RIVER SCHOOL DISTRICT NO.35
ESTACADA SCHOOL DISTRICT NO.108
GLADSTONE SCHOOL DISTRICT
ASTORIA SCHOOL DISTRICT 1C
SEASIDE SCHOOL DISTRICT 10
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
VERNONIA SCHOOL DISTRICT 47J
SOUTH COAST EDUCATION SERVICE DISTRICT
COOS BAY SCHOOL DISTRICT NO.9
COOS BAY SCHOOL DISTRICT
NORTH BEND SCHOOL DISTRICT 13
COQUILLE SCHOOL DISTRICT 8
MYRTLE POINT SCHOOL DISTRICT NO.41
BANDON SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
REDMOND SCHOOL DISTRICT
DESCHUTES COUNTY SD NO.6 - SISTERS SD
DOUGLAS EDUCATION SERVICE DISTRICT
ROSEBURG PUBLIC SCHOOLS
GLIDE SCHOOL DISTRICT NO.12
SOUTH UMPQUA SCHOOL DISTRICT #19
YONCALLA SCHOOL DISTRICT NO.32
ELKTON SCHOOL DISTRICT NO.34
DOUGLAS COUNTY SCHOOL DISTRICT 116
HOOD RIVER COUNTY SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NO.4
CENTRAL POINT SCHOOL DISTRICT NO. 6
JACKSON CO SCHOOL DIST NO.9
ROGUE RIVER SCHOOL DISTRICT NO.35
MEDFORD SCHOOL DISTRICT 549C
CULVER SCHOOL DISTRICT NO.
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
GRANTS PASS SCHOOL DISTRICT 7
LOST RIVER JR/SR HIGH SCHOOL
KLAMATH FALLS CITY SCHOOLS
LANE COUNTY SCHOOL DISTRICT 4J
SPRINGFIELD SCHOOL DISTRICT NO.19
CRESWELL SCHOOL DISTRICT
SOUTH LANE SCHOOL DISTRICT 45J3
LANE COUNTY SCHOOL DISTRICT 69
STATE NOTICE ADDENDUM

<table>
<thead>
<tr>
<th>Account Type: County (44 records)</th>
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<tbody>
<tr>
<td>GILLIAM COUNTY OREGON</td>
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<tr>
<td>HOUSING AUTHORITY OF CLACKAMAS COUNTY</td>
</tr>
<tr>
<td>UMATILLA COUNTY, OREGON</td>
</tr>
</tbody>
</table>
STATE NOTICE ADDENDUM

MULTNOMAH LAW LIBRARY
clackamas county
CLATSOP COUNTY
COLUMBIA COUNTY, OREGON
coons county
CROOK COUNTY ROAD DEPARTMENT
CURRY COUNTY OREGON
DESHUTES COUNTY
GILLIAM COUNTY
GRANT COUNTY, OREGON
HARNEY COUNTY SHERIFFS OFFICE
HOOD RIVER COUNTY
jackson county
josephine county
klamath county
LANE COUNTY
LINN COUNTY
MARION COUNTY, SALEM, OREGON
MULTNOMAH COUNTY
SHERMAN COUNTY
WASCO COUNTY
YAMHILL COUNTY
WALLOWA COUNTY
ASSOCIATION OF OREGON COUNTIES
NAMI LANE COUNTY
BENTON COUNTY
DOUGLAS COUNTY
JEFFERSON COUNTY
LAKE COUNTY
LINCOLN COUNTY
POLK COUNTY
UNION COUNTY
WASHINGTON COUNTY
MORROW COUNTY
NORCOR Juvenile Detention
Tillamook County Estuary
Job Council
Mckenzie Personnel Services
Columbia Basin Care Facility
BAKER CNTY GOVT
TILLAMOOK CNTY

Account Type: Non-Profit (453 records)

Mt Emily Safe Center
Salem First Presbyterian Church
Rolling Hills Baptist Church
Baker Elks
Gates Community Church of Christ
PIP Corps LLC
Turtle Ridge Wildlife Center
Grande Ronde Model Watershed Foundation
Western Environmental Law Center
Mercy Flights, Inc.
HHoly Trinity Greek Orthodox Cathedral
MECOP Inc.
Beaverton Christians Church
Oregon Humanities
St. Pius X School
Community Connection of Northeast Oregon, Inc.
Living Opportunities, Inc.
Coos Art Museum
OETC
Blanchet House of Hospitality
Merchants Exchange of Portland, Oregon
Coalition for a Livable Future
Central Oregon Visitors Association
Soroptimist International of Gold Beach, OR
Real Life Christian Church
Delphian School
AVON
Human Solutions, Inc.
The Wallace Medical Concern
Boys & Girls Club of Salem, Marion & Polk Counties
The Ross Ragland Theater and Cultural Center
Cascade Health Solutions
Umpqua Community Health Center
ALZHEIMERS NETWORK OF OREGON
NATIONAL WILD TURKEY FEDERATION
TILLAMOOK ESTUARIES PARTNERSHIP
LIFEWORXS NW
COLLEGE HOUSING NORTHWEST
PARALYZED VETERANS OF AMERICA
Independent Development Enterprise Alliance
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
HALFWAY HOUSE SERVICES, INC.
REDMOND PROFICIENCY ACADEMY
OHSU FOUNDATION
SHELTERCARE
PRINGLE CREEK SUSTAINABLE LIVING CENTER
PACIFIC INSTITUTES FOR RESEARCH
Mental Health for Children, Inc.
The Dreaming Zebra Foundation
LAUREL HILL CENTER
THE OREGON COMMUNITY FOUNDATION
OCHIN
WE CARE OREGON
SE WORKS
ENTERPRISE FOR EMPLOYMENT AND EDUCATION
OMNIMEDIX INSTITUTE
PORTLAND BUSINESS ALLIANCE
GATEWAY TO COLLEGE NATIONAL NETWORK
FOUNDATIONS FOR A BETTER OREGON
GOAL ONE COALITION
ATHENA LIBRARY FRIENDS ASSOCIATION
Coastal Family Health Center
CENTER FOR COMMUNITY CHANGE
STAND FOR CHILDREN
ST. VINCENT DEPAUL OF LANE COUNTY
EAST SIDE FOUR SQUARE CHURCH
CORVALLIS MOUNTAIN RESCUE UNIT
InventSuccess
SHERIDAN JAPANESE SCHOOL FOUNDATION
MOSAIC CHURCH
HOUSING AUTHORITY OF LINCOLN COUNTY
RENEWABLE NORTHWEST PROJECT
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
CONSERVATION BIOLOGY INSTITUTE
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
BLACHLY LANE ELECTRIC COOPERATIVE
MORRISON CHILD AND FAMILY SERVICES
JUNIOR ACHIEVEMENT
CENTRAL BIBLE CHURCH
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL
TRILLIUM FAMILY SERVICES, INC.
YWCA SALEM
PORTLAND ART MUSEUM
SAINT JAMES CATHOLIC CHURCH
SOUTHERN OREGON HUMANE SOCIETY
VOLUNTEERS OF AMERICA OREGON
CENTRAL DOUGLAS COUNTY FAMILY YMCA
METROPOLITAN FAMILY SERVICE
OREGON MUSEUM OF SCIENCE AND INDUSTRY
FIRST UNITARIAN CHURCH
ST. ANTHONY CHURCH
Good Shepherd Medical Center
Salem Academy
ST VINCENT DE PAUL
OUTSIDE IN
UNITED CEREBRAL PALSY OF OR AND SW WA
WILLAMETTE VIEW INC.
PORTLAND HABILITATION CENTER, INC.
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
ROSE VILLA, INC.
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
Oregon Research Institute
WILLAMETTE LUTHERAN HOMES, INC
LANE MEMORIAL BLOOD BANK
PORTLAND JEWISH ACADEMY
LANECO FEDERAL CREDIT UNION
GRANT PARK CHURCH
ST. MARYS OF MEDFORD, INC.
US CONFERENCE OF MENNONITE BRETHREN CHURCHES
FAITHFUL SAVIOR MINISTRIES
OREGON CITY CHURCH OF THE NAZARENE
OREGON COAST COMMUNITY ACTION
NORTHWEST REGIONAL EDUCATIONAL LABORATORY
COMMUNITY ACTION TEAM, INC.
EUGENE SYMPHONY ASSOCIATION, INC.
STAR OF HOPE ACTIVITY CENTER INC.
SPARC ENTERPRISES
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
SALEM ALLIANCE CHURCH
Lane Council of Governments
FORD FAMILY FOUNDATION
TRAILS CLUB
NEWBERG FRIENDS CHURCH
WOODBURN AREA CHAMBER OF COMMERCE
CONTEMPORARY CRAFTS MUSEUM AND GALLERY
CITY BIBLE CHURCH
OREGON LIONS SIGHT & HEARING FOUNDATION
PORTLAND WOMENS CRISIS LINE
THE SALVATION ARMY - CASCADE DIVISION
WILLAMETTE FAMILY
WHITE BIRD CLINIC
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
HOUSING NORTHWEST
OREGON ENVIRONMENTAL COUNCIL
LOAVES & FISHES CENTERS, INC.
FAITH CENTER
Bob Belloni Ranch, Inc.
GOOD SHEPHERD COMMUNITIES
SACRED HEART CATHOLIC DAUGHTERS
HELP NOW! ADVOCACY CENTER
TENAS ILLAHEE CHILDCARE CENTER
SUNRISE ENTERPRISES
LOOKING GLASS YOUTH AND FAMILY SERVICES
Serenity Lane
EAST HILL CHURCH
LA GRANDE UNITED METHODIST CHURCH
COAST REHABILITATION SERVICES
Edwards Center Inc
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
NEW HOPE COMMUNITY CHURCH
KLAMATH HOUSING AUTHORITY
QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.
SPONSORS, INC.
COLUMBIA COMMUNITY MENTAL HEALTH ADDICTIONS RECOVERY CENTER, INC
METRO HOME SAFETY REPAIR PROGRAM
OREGON SUPPORTED LIVING PROGRAM
SOUTH COAST HOSPICE, INC.
ALLFOURONE/CRESTVIEW CONFERENCE CTR.
The International School
REBUILDING TOGETHER - PORTLAND INC.
PENDLETON ACADEMIES
PACIFIC FISHERY MANAGEMENT COUNCIL
DOGS FOR THE DEAF, INC.
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
EMMAUS CHRISTIAN SCHOOL
DELIGHT VALLEY CHURCH OF CHRIST
SAINT CATHERINE OF SIENA CHURCH
PORT CITY DEVELOPMENT CENTER
VIRGINIA GARCIA MEMORIAL HEALTH CENTER
CENTRAL CITY CONCERN
CANBY FOURSQUARE CHURCH
EMERALD PUD
VERMONT HILLS FAMILY LIFE CENTER
BENTON HOSPICE SERVICE
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
COMMUNITY CANCER CENTER
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
CASCADE BEHAVIORAL HEALTHCARE
WILD SALMON CENTER
BROAD BASE PROGRAMS INC.
SUNNYSIDE FOURSQUARE CHURCH
TRAINING EMPLOYMENT CONSORTIUM
RELEVANT LIFE CHURCH
211INFO
SONRISE CHURCH
LIVING WAY FELLOWSHIP
Women's Safety & Resource Center
SEXUAL ASSAULT RESOURCE CENTER
IRCO
NORTHWEST YOUTH CORPS
TILLAMOOK CNTY WOMENS CRISIS CENTER
STATE NOTICE ADDENDUM

SECURITY FIRST CHILD DEVELOPMENT CENTER
CLASSROOM LAW PROJECT
YOUTH GUIDANCE ASSOC.
PREGNANCY RESOURCE CENTERS OF GREATER PORTLAND
ELMIRA CHURCH OF CHRIST
JASPER MOUNTAIN
ACUMENTRA HEALTH
WORKSYSTEMS INC
COVENANT CHRISTIAN HOOD RIVER
OREGON DONOR PROGRAM
NAMI OREGON
OLIVET BAPTIST CHURCH
SILVERTON AREA COMMUNITY AID
CONFEDERATED TRIBES OF GRAND RONDE
CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
CATHOLIC COMMUNITY SERVICES
NEW AVENUES FOR YOUTH INC
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
DECISION SCIENCE RESEARCH INSTITUTE, INC.
WESTERN STATES CENTER
HIV ALLIANCE, INC
PARTNERSHIPS IN COMMUNITY LIVING, INC.
FANCONI ANEMIA RESEARCH FUND INC.
BLIND ENTERPRISES OF OREGON
OREGON BALLET THEATRE
SMART
All God's Children International
FARMWORKER HOUSING DEV CORP
UMPQUA COMMUNITY DEVELOPMENT CORPORATION
REGIONAL ARTS AND CULTURE COUNCIL
THE EARLY EDUCATION PROGRAM, INC.
MACDONALD CENTER
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
SELF ENHANCEMENT INC.
FRIENDS OF THE CHILDREN
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
COMMUNITY VETERINARY CENTER
PORTLAND SCHOOLS FOUNDATION

SUSTAINABLE NORTHWEST
OREGON DEATH WITH DIGNITY
BIRCH COMMUNITY SERVICES, INC.
BAY AREA FIRST STEP, INC.
OSLC COMMUNITY PROGRAMS
EN AVANT, INC.
ASHLAND COMMUNITY HOSPITAL
NORTHWEST ENERGY EFFICIENCY ALLIANCE
BONNEVILLE ENVIRONMENTAL FOUNDATION
SUMMIT VIEW COVENANT CHURCH
SALMON-SAFE INC.
BETHEL CHURCH OF GOD
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL
SAINT ANDREW NATIVITY SCHOOL
BARLOW YOUTH FOOTBALL
SPOTLIGHT THEATRE OF PLEASANT HILL
FAMILIES FIRST OF GRANT COUNTY, INC.
TOUCHSTONE PARENT ORGANIZATION
CANCER CARE RESOURCES
CASCADIA REGION GREEN BUILDING COUNCIL
SHERMAN DEVELOPMENT LEAGUE, INC.
SCIENCEWORKS
WORD OF LIFE COMMUNITY CHURCH
SOCIAL VENTURE PARTNERS PORTLAND
OREGON PROGRESS FORUM
CENTER FOR RESEARCH TO PRACTICE
WESTERN RIVERS CONSERVANCY
UNITED WAY OF THE COLUMBIA WILLAMETTE
EUGENE BALLET COMPANY
EAST WEST MINISTRIES INTERNATIONAL
SISKIYOU INITIATIVE
EDUCATIONAL POLICY IMPROVEMENT CENTER
North Pacific District of Foursquare Churches
CATHOLIC CHARITIES
FIRST CHURCH OF THE NAZARENE
WESTSIDE BAPTIST CHURCH
Little Promises Children's Program
UNION GOSPEL MISSION
GRACE BAPTIST CHURCH
COMMUNITY ACTION ORGANIZATION OUTSIDE IN
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
ELAW
COMMUNITY HEALTH CENTER, INC
Greater Portland INC
Boys & Girls Club of Corvallis
Southeast Uplift Neighborhood Coalition
First United Presbyterian Church
PDX Wildlife
Jackson-Josephine 4-C Council
Childswork Learning Center
New Artists Performing Arts Productions, Inc.
Relief Nursery
Viking Sal Senior Center
Boys and Girls Club of the rogue valley
DrupalCon Inc., DBA Drupal Association
Albany Partnership for Housing and Community Development
Dress for Success Oregon
Beaverton Rock Creek Foursquare Church
St Paul Catholic Church
St Mary's Catholic School and Parish
Polk Soil and Water Conservation District
Street Ministry
La Grande Church of the Nazarene
Spruce Villa, Inc.
House of Prayer for All Nations
Sacred Heart Catholic Church
African American Health Coalition, Inc.
Happy Canyon Company
Village Home Education Resource Center
Monet's Children's Circle
Cascade Housing Association
Dayspring Fellowship
Northwest Habitat Institute
First Baptist Church
The Nature Conservancy, Willamette Valley Field Office
Portland Community Reinvestment Initiatives, Inc.
GeerCrest Farm & Historical Society
College United Methodist Church
NEDCO
Salem Evangelical Church
Daystar Education, Inc.
Oregon Social Learning Center

Pain Society of Oregon
environmental law alliance worldwide
Community in Action
Safe Harbors
Pacific Classical Ballet
Depaul Industries
African American Health Coalition
Ministerio International Casa
Jesus Prayer Book
Workforce Northwest Inc
Coalition Of Community Health
New Paradise Worship Center
River Network
CCI Enterprises Inc
Oregon Nurses Association
GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE
Mount Angel Abbey
YMCA OF ASHLAND
YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION SERVICES
Multnomah Law Library
Friends Of Tryon Creek State P
Ontrack Inc.
Calvin Presbyterian Church
HOLT INTL CHILD
St John The Baptist Catholic
Portland Foursquare Church
Portland Christian Center
Church Extension Plan
Occu Afghanistan Relief Effort
EUGENE FAMILY YMCA
Christ The King Parish and School
Congregation Neveh Shalom
Newberg Christian Church
First United Methodist Church
Zion Lutheran Church
Hoodview Christian Church
Southwest Bible Church
Community Works Inc
Masonic Lodge Pearl 66
Molalla Nazarene Church
Transition Projects, Inc
St Michaels Episcopal Church
Saint Johns Catholic Church
Access Inc
Step Forward Activities Inc
Lane Arts Council
Community Learning Center
Old Mill Center for Children and Families
Sunny Oaks Inc
Little Flower Development Center
Hospice Center Bend La Pine
P E C I
Westside Foursquare Church
Relief Nursery Inc
Morning Star Community Church
MULTNOMAH DEFENDERS INC
Providence Health System
Holy Trinity Catholic Church
Holy Redeemer Catholic Church
Alliance Bible Church
Mid Columbia Childrens Council
HUMANITY SOCIETY OF REDMOND
Intergral Youth Services
Our Redeemer Lutheran Church
Kbps Public Radio
Skyball Salem Keizer Youth Bas
Open Technology Center
Grace Chapel
CHILDREN'S MUSEUM 2ND
Oregon District 7 Little League
Portland Schools Alliance
My Fathers House
Solid Rock
West Chehalem Friends Church
Eugene Creative Care
Guide Dogs For The Blind
Children Center At Trinity
St. Katherine's Catholic Church
Scottish Rite
THE NEXT DOOR
NATIONAL PSORIASIS FOUNDATION
NEW BEGINNINGS CHRISTIAN CENTER
HIGHLAND UNITED CHURCH OF CHRIST
OREGON REPERTORY SINGERS
HIGHLAND HAVEN
FAIR SHARE RESEARCH AND EDUCATION FUND
First Baptist Church of Enterprise
Oregon Nikkei Endowment
Eastern Oregon Alcoholism Foundation
Grantmakers for Education
The ALS Association Oregon and SW Washington Chapter
Children's Relief Nursery
Energy Trust of Oregon
Oregon Psychoanalytic Center
Store to Door
Depaul Industries
Union County Economic Development Corp.
Camelto Theatre Company
Camp Fire Columbia
TAKE III OUTREACH
Sandy Seventh-day Adventist Church
A FAMILY FOR EVERY CHILD
1000 FRIENDS OF OREGON
NAMI of Washington County
Temple Beth Israel
Albertina Kerr Centers
St. Matthew Catholic School
Serendipity Center Inc
Center for Family Development
West Salem Foursquare Church
Ashland Art Center
Apostolic Church of Jesus Christ
DOUGLAS FOREST PROTECTIVE
Oregon Lyme Disease Network
Ecotrust
SPECIAL MOBILITY SERVICES
Ronald McDonald House Charities of Oregon & Southwest Washington
Center for Human Development
DePaul Treatment Centers, Inc.
Mission Increase Foundation
Portland Japanese Garden
The Madeleine Parish
The Tucker-Maxon Oral School
Southwest Neighborhoods, Inc
Wallowa Valley Center For Wellness
Portland Oregon Visitors Association
Southern Oregon Project Hope
Our United Villages
Samaritan Health Services Inc.
Kilchis House
Grace Lutheran School
Western Mennonite School

**Account Type: College and University (28 records)**

Oregon State University
Treasure Valley Community College
University of Oregon
OREGON UNIVERSITY SYSTEM
WESTERN STATES CHIROPRACTIC COLLEGE
GEORGE FOX UNIVERSITY
LEWIS AND CLARK COLLEGE
PACIFIC UNIVERSITY
REED COLLEGE
WILLAMETTE UNIVERSITY
LINFIELD COLLEGE
MULTNOMAH BIBLE COLLEGE
NORTHWEST CHRISTIAN COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
BLUE MOUNTAIN COMMUNITY COLLEGE
PORTLAND STATE UNIV.
CLACKAMAS COMMUNITY COLLEGE
MARYHURST UNIVERSITY
OREGON HEALTH AND SCIENCE UNIVERSITY
BIRTHINGWAY COLLEGE OF MIDWIFERY
pacific u
UNIVERSITY OF OREGON
CONCORDIA UNIV
Marylhurst University
Corban College
Oregon Center For Advanced T
Beta Omega Alumnae
Oregon Institute of Technology

**Account Type: Other (45 records)**

Clackamas River Water Providers
eickhoff dev co inc
The Klamath Tribe
Life Flight Network LLC
COVENANT RETIREMENT COMMUNITIES
PENTAGON FEDERAL CREDIT UNION
SAIF CORPORATION
GREATER HILLSBORO AREA CHAMBER OF

**Account Type: City Special District (21 records)**

COMMERC
LANE ELECTRIC COOPERATIVE
USAGENCIES CREDIT UNION
DOUGLAS ELECTRIC COOPERATIVE, INC.
ROGUE FEDERAL CREDIT UNION
PACIFIC CASCADE FEDERAL CREDIT UNION
PACIFIC STATES MARINE FISHERIES COMMISSION
LOCAL GOVERNMENT PERSONNEL INSTITUTE
MID COLUMBIA COUNCIL OF GOVERNMENTS
CLACKAMAS RIVER WATER
GRANTS PASS MANAGEMENT SERVICES, DBA
SPIRIT WIRELESS
Clatskanie People's Utility District
Heartfelt Obstetrics & Gynecology
Coquille Economic Development Corporation
CITY/COUNTY INSURANCE SERVICE
PIONEER COMMUNITY DEVELOPMENT
Cornerstone Association Inc
COMMUNITY CYCLING CENTER
NPKA
Shangri La
Portland Impact
Eagle Fern Camp
NORTHWEST VINTAGE CAR AND MOTORCYCLE
K Churchill Estates
Cvalco
KLAMATH FAMILY HEAD START
RIVER CITY DANCERS
Oregon Permit Technical Association
KEIZER EAGLES AERIE 3895
P dma/Cathie Bourne
Astra
CSC HEAD START
Beit Hallel
Oregon Public Broadcasting
Halsey-Shedd Fire District
crescent grove cemetery
EOU - NEOAHEC
Molalla Rural Fire Protection District
MONMOUTH - INDEPENDENCE NETWORK
MALIN COMMUNITY PARK AND RECREATION DISTRICT
TILLAMOOK PEOPLES UTILITY DISTRICT
GLADSTONE POLICE DEPARTMENT
GOLD BEACH POLICE DEPARTMENT
THE NEWPORT PARK AND RECREATION CENTER
RIVERGROVE WATER DISTRICT
WEST VALLEY HOUSING AUTHORITY
TUALATIN VALLEY FIRE & RESCUE
GASTON RURAL FIRE DEPARTMENT
CITY COUNTY INSURANCE SERVICES
METRO
Roseburg Police Department
SOUTH SUBURBAN SANITARY DISTRICT
OAK LODGE SANITARY DISTRICT
SOUTH FORK WATER BOARD
SUNSET EMPIRE PARK AND RECREATION
SPRINGFIELD UTILITY BOARD
Tillamook Urban Renewal Agency
Boardman Rural Fire Protection District

Account Type: Independent Special District (43 records)

Silverton Fire District
Lewis and Clark Rural Fire Protection District
Rainbow Water District
Illinois Valley Fire District
PORT OF TILLAMOOK BAY
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
METROPOLITAN EXPOSITION-RECREATION COMMISSION
REGIONAL AUTOMATED INFORMATION NETWORK
OAK LODGE WATER DISTRICT
THE PORT OF PORTLAND
WILLAMALANE PARK AND RECREATION DISTRICT
TUALATIN VALLEY WATER DISTRICT
UNION SOIL & WATER CONSERVATION DISTRICT
LANE EDUCATION SERVICE DISTRICT
TUALATIN HILLS PARK AND RECREATION DISTRICT
PORT OF SIUSLAW

CHEHEALEM PARK AND RECREATION DISTRICT
PORT OF ST HELENS
LANE TRANSIT DISTRICT
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
HOODLAND FIRE DISTRICT NO.74
WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
SALEM AREA MASS TRANSIT DISTRICT
Banks Fire District #13
KLAMATH COUNTY 9-1-1
GLENDALE RURAL FIRE DISTRICT
COLUMBIA 911 COMMUNICATIONS DISTRICT
NW POWER POOL
Lowell Rural Fire Protection District
TriMet Transit
Estacada Rural Fire District
Keizer Fire District
State Accident Insurance Fund Corporation
Bend Metro Park & Recreation District
La Pine Park & Recreation District
Siouxs Public Library District
Columbia River Fire & Rescue
Seal Rock Water District
Rockwood Water P.U.D.
Tillamook Fire District
Tillamook County Transportation Dist
Central Lincoln People's Utility District
Jefferson Park and Recreation

Account Type: City (130 records)

Brookings Fire / Rescue
City of Veneta
CITY OF DAMASCUS
Hermiston Fire & Emergency Svcs
CEDAR MILL COMMUNITY LIBRARY
CITY OF LAKE OSWEGO
EUGENE WATER & ELECTRIC BOARD
LEAGUE OF OREGON CITIES
CITY OF SANDY
CITY OF ASTORIA OREGON
CITY OF BEAVERTON
CITY OF BOARDMAN
CITY OF CANBY
CITY OF CANYONVILLE
CITY OF CENTRAL POINT POLICE DEPARTMENT
CITY OF CLATSKANIE
CITY OF CONDON
CITY OF COOS BAY
CITY OF CORVALLIS
CITY OF CRESWELL
CITY OF ECHO
CITY OF ESTACADA
CITY OF EUGENE
CITY OF FAIRVIEW
CITY OF GEARHART
CITY OF GOLD HILL
CITY OF GRANTS PASS
CITY OF GRESHAM
CITY OF HILLSBORO
CITY OF HOOD RIVER
CITY OF JOHN DAY
CITY OF KLAMATH FALLS
CITY OF LA GRANDE
CITY OF MALIN
CITY OF MCMINNVILLE
CITY OF HALSEY
CITY OF MEDFORD
CITY OF MILLCITY
CITY OF MILWAUKIE
CITY OF MORO
CITY OF MOSIER
CITY OF NEWBERG
CITY OF OREGON CITY
CITY OF PILOT ROCK
CITY OF POWERS
RAINIER POLICE DEPARTMENT
CITY OF REEDSPORT
CITY OF RIDDLE
CITY OF SCAPPOOSE
CITY OF SEASIDE
CITY OF SILVERTON
CITY OF STAYTON
City of Troutdale
CITY OF TUALATIN, OREGON
CITY OF WARRENTON
CITY OF WEST LINN/PARKS
CITY OF WOODBURN
CITY OF TIGARD, OREGON
CITY OF AUMSVILLE
CITY OF PORT ORFORD
CITY OF EAGLE POINT
CITY OF WOOD VILLAGE
St. Helens, City of
CITY OF WINSTON
CITY OF COBURG
CITY OF NORTH PLAINS
CITY OF GERALD
CITY OF YACHATS
FLORENCE AREA CHAMBER OF COMMERCE
PORTLAND DEVELOPMENT COMMISSION
CITY OF CANNON BEACH OR
CITY OF ST. PAUL
CITY OF ADAIR VILLAGE
CITY OF WILSONVILLE
HOUSING AUTHORITY OF THE CITY OF SALEM
CITY OF HAPPY VALLEY
CITY OF SHADY COVE
CITY OF LAKESIDE
CITY OF MILLERSBURG
CITY OF GATES
KEIZER POLICE DEPARTMENT
CITY OF DUNDEE
CITY OF AURORA
THE CITY OF NEWPORT
CITY OF ALBANY
CITY OF ASHLAND
CITY OF LEBANON
CITY OF PORTLAND
CITY OF SALEM
CITY OF SPRINGFIELD
CITY OF BURNS
CITY OF COTTAGE GROVE
CITY OF DALLAS
CITY OF FALLS CITY
CITY OF PHOENIX
CITY OF PRAIRIE CITY
CITY OF REDMOND
CITY OF SHERWOOD
City of junction city
City of Florence
City of Dayton
City of Monmouth
City of Philomath
City of Sheridan
Seaside Public Library
City of Yoncalla
La Grande Police Department
Cove City Hall
Woodburn City Of
NW PORTLAND INDIAN HEALTH BOARD
Portland Patrol Services
City Of Bend
City Of Coquille
City Of Molalla
City Of North Bend
Columbia Gorge Community
City of St. Helens
City of North Powder
Toledo Police Department
City of Independence
City of Baker City
CITY OF SWEETHOME
DESHUTES PUBLIC LIBRARY
City of Ontario
North Lincoln Fire & Rescue #1
CITY OF LINCOLN CITY
City of Milton-Freewater
City of Forest Grove
City Government
City of Mt. Angel

Account Type: County Special District (27 records)

Netarts-Oceanside RFPD
UIUC
Rogue River Fire District
Tillamook County Emergency Communications District
Southern Coos Hospital
Oregon Cascades West Council of Governments
MULTONAH COUNTY DRAINAGE DISTRICT #1
PORT OF BANDON
OR INT'L PORT OF COOS BAY
MID-COLUMBIA CENTER FOR LIVING
DESHUTES COUNTY RFPD NO.2
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
CENTRAL OREGON IRRIGATION DISTRICT
MARION COUNTY FIRE DISTRICT #1
COLUMBIA RIVER PUD
SANDY FIRE DISTRICT NO. 72
BAY AREA HOSPITAL DISTRICT
NEAH KAH NIE WATER DISTRICT
PORT OF UMPQUA
EAST MULTNOMAH SOIL AND WATER CONSERVANCY
Benton Soil & Water Conservation District
DESHUTES PUBLIC LIBRARY SYSTEM
CLEAN WATER SERVICES
Crooked River Ranch Rural Fire Protection District
PARROTT CREEK CHILD & FAM
South Lane County Fire And Rescue

Account Type: Community College (14 records)

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

Account Type: State Agency (33 records)

Oregon Forest Resources Institute
Office of the Ong Term Care Ombudsman
Oregon State Lottery
OREGON TOURISM COMMISSION
OREGON STATE POLICE
OFFICE OF THE STATE TREASURER
OREGON DEPT. OF EDUCATION
SEIU LOCAL 503, OPEU
OREGON DEPARTMENT OF FORESTRY
OREGON STATE DEPT OF CORRECTIONS
OREGON CHILD DEVELOPMENT
COALITION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
BOARD OF MEDICAL EXAMINERS
OREGON LOTTERY
OREGON BOARD OF ARCHITECTS
SANTIAM CANYON COMMUNICATION CENTER
OREGON DEPT OF TRANSPORTATION
OREGON TRAVEL INFORMATION COUNCIL
OREGON DEPARTMENT OF EDUCATION
DEPARTMENT OF ADMINISTRATIVE SERVICES
Oregon Tradeswomen
Oregon Convention Center
OREGON SCHL BRDS ASSOCIAT
OREGON DEPARTMENT OF HUMAN SERVICES
CARE OREGON
Kdrv Channel 12
Central Oregon Home Health and Hos
Oregon Health Care Quality Cor
Opta Oregon Permit Technician
HOUSING DEVELOPING CORP
STATE OF OREGON

<table>
<thead>
<tr>
<th>Account Type: Consolidated City/County (2 records)</th>
</tr>
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<tbody>
<tr>
<td>City of Carlton</td>
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<tr>
<td>City of Pendleton Convention Center</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Account Type: Federal (6 records)</th>
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<tbody>
<tr>
<td>US FISH AND WILDLIFE SERVICE</td>
</tr>
<tr>
<td>Bonneville Power Administration</td>
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<tr>
<td>Oregon Army National Guard</td>
</tr>
<tr>
<td>USDA Forest Service</td>
</tr>
<tr>
<td>Yellowhawk Tribal Health Center</td>
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<tr>
<td>ANGELL JOB CORPS</td>
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</table>

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<tr>
<th>Account Type: Housing Authority (5 records)</th>
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<tbody>
<tr>
<td>Coquille Indian Housing Authority</td>
</tr>
<tr>
<td>HOUSING AUTHORITY OF PORTLAND</td>
</tr>
<tr>
<td>NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY</td>
</tr>
<tr>
<td>MARION COUNTY HOUSING AUTHORITY</td>
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<tr>
<td>Housing Authority of Yamhill County</td>
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</table>

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<tr>
<th>State: WA (1 record)</th>
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<tbody>
<tr>
<td>WALLA WALLA COLLEGE</td>
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</tbody>
</table>
If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

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

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

3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
   
   a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
   
   b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
   
   c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
   
   d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
   
   e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
   
   f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
a. All rights to inventions and/or discoveries that arise or are developed, in the
course of or under this Agreement, shall belong to the County and be disposed of in accordance
with County policy. The County, at its own discretion, may file for patents in connection with all
rights to any such inventions and/or discoveries.

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

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

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

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

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

The remainder of this page is intentionally left blank.
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.

The remainder of this page is intentionally left blank.
Provide 3 references of Public Agencies where products or services of similar size and scope have been performed in the last 12 months. If additional space is required, provide on a separate sheet.

**Reference 1**
Public Agency Name: ___________________________ Phone: ___________________________
Contact: ___________________________ Email: ___________________________
Title: ___________________________
Address: ___________________________

Description of products or services provided:

Total dollar amount: ___________________________

**Reference 2**
Public Agency Name: ___________________________ Phone: ___________________________
Contact: ___________________________ Email: ___________________________
Title: ___________________________
Address: ___________________________

Description of products or services provided:

Total dollar amount: ___________________________

**Reference 3**
Public Agency Name: ___________________________ Phone: ___________________________
Contact: ___________________________ Email: ___________________________
Title: ___________________________
Address: ___________________________

Description of products or services provided:

Total dollar amount: ___________________________