



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



## **COMPETITIVE SOLICITATION**

**BY THE CITY OF KANSAS CITY, MISSOURI**

CITY OF FOUNTAINS  
HEART OF THE NATION



KANSAS CITY  
MISSOURI

**FOR**

**UTILITY, TRANSPORTATION AND GOLF VEHICLES AND  
RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES**

**ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES**

**AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES**

**GOVERNMENT PURCHASING ALLIANCE**

**RFP NO. EV2024**

**PROPOSALS DUE: 10/14/14 BY 1:00 P.M. (CT)**

**PROCUREMENT SERVICES DIVISION**

**Art Roberson, CPPB**

**Senior Buyer**

**(816) 513-0778**

**art.roberson@kcmo.org**

**ISSUE DATE: 09-16-14**

**REQUEST FOR PROPOSALS NO. EV2024**

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## **SECTION I**

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

#### **REQUEST FOR PROPOSALS NO. EV2024**

#### **1. MASTER AGREEMENT**

City of Kansas City, Missouri (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 Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services (herein "Products and Services").

#### **2. OBJECTIVES**

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

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

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

## National Sponsors

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

## Advisory Board

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

Each [Advisory Board Member](#) is expected to actively participate in product bids and selection, participate in policy direction, and share expertise and purchasing innovations.

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

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

## Participating Public Agencies

Today more than 66,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.5 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.

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

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

### **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, City of Kansas City, Missouri 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 2013 purchased more than \$146 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.

City of Kansas City, Missouri reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the City of Kansas City, Missouri and Participating Public Agencies 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.

**SECTION II**  
**INSTRUCTIONS AND CONDITIONS**  
**REQUEST FOR PROPOSALS NO. EV2024**

**1. PURPOSE**

The City of Kansas City, Missouri (“City”) invites you to submit a proposal for Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services as listed in the Scope Requirements of this Request for Proposal.

**2. DUE DATE FOR PROPOSALS**

Proposers shall submit Proposals to the **City Contact Person** listed in Paragraph 3 by 1:00 PM (CT) on 10/14/14.

**3. CITY CONTACT PERSONS**

(a) General, Technical Questions and Proposal Submissions

Proposers shall submit their Proposal and any general questions or issues about any aspect of this RFP to the following City Contact person:

Art Roberson, CPPB  
Senior Buyer  
Procurement Services Division  
City Hall, 1<sup>st</sup> Floor, Room 102 W  
414 E. 12<sup>th</sup> Street, Kansas City, Missouri 64106  
Office: (816) 513-0778  
Fax: (816) 513-1156  
E-mail: [art.roberson@kcmo.org](mailto:art.roberson@kcmo.org)

**4. DEFINITION OF “REQUEST FOR PROPOSALS” AND “PROPOSAL”**

- (a) This Request for Proposals (“RFP” or “solicitation”) is an invitation by the City for Proposers to submit an offer, which may be subject to subsequent discussions and negotiations by the City and the Proposer. It is not a request for a competitive bid.
- (b) “Proposal” means any document, submittal, interview, presentation, discussion, negotiation, and everything and anything provided in response to this RFP regardless whether the submission is an oral or written submission.

- (c) By submitting a proposal to the City, Proposer agrees that the Proposer does not obtain any right in or expectation to a contract with the City or a vested interest or a property right in a contract with the City regardless of the amount of time, effort and expense expended by Proposer in attempting to obtain a written executed contract with the City that complies with Section 432.070, RSMo, the City Charter and City ordinances.

**5. ESTIMATED SCHEDULE**

09/16/14	RFP Issued
09/30/14 at 12:00 Noon	Deadline for questions
10/14/14 at 1:00 PM	Due Date for Proposals
TBD	Notification of shortlisted firms
TBD	Interviews if deemed necessary
TBD	Selection/Negotiation
TBD	Contract start date
TBD	Estimated Project completion date

The listed dates in the “Estimated Schedule” are tentative. The City reserves the right to change or extend any and all dates including the due date for proposals for any reason at any time including after the due date for proposals

**6. RFP DOCUMENTS**

This RFP consists of the following documents:

- (a) This RFP
- (b) Scope of Services
- (c) Standard City Contract
- (d) National Requirements

**7. EXAMINATION OF ALL RFP DOCUMENTS AND REQUIREMENTS**

- (a) Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all RFP requirements prior to submitting a proposal to ensure that Proposer’s Proposal meets the intent of this RFP.
- (b) Before submitting a Proposal to the City, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain any and all conditions and requirements that affect the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from Proposer’s obligation to comply, in every detail, with all provisions and requirements of the RFP.



- (c) By submitting a Proposal to the City, Proposer certifies that Proposer has provided the City with written notice of all ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other document. By executing a Contract with the City, Proposer certifies that Proposer communicated to City all ambiguities, conflicts, errors or discrepancies that it has discovered in the RFP, the Proposed Contract, Scope of Services and any other document and that written resolution thereof by the City as embodied in the final Contract is acceptable to Proposer.

## 8. **QUESTIONS AND CLARIFICATIONS ABOUT THIS RFP**

### (a) Question Deadline

- (1) Proposers may submit written questions, request clarifications or provide notice to the appropriate City Contact person listed in Paragraph 3 of any ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other solicitation document at any time until 12:00 PM, October 15, 2014.
- (2) The City will answer all inquiries by any Proposer in writing. If any inquiry results in a change in the RFP, the City will issue an Addendum and the Addendum will be posted on the City's website. It is the responsibility of Proposers to check the City's website for addenda. <http://www.kcmo.org>

### (b) Questions - Post Deadline

If a Proposer discovers any ambiguities, conflicts, mistakes, errors or discrepancies **after the deadline for questions and clarifications or after the proposal due date**, Proposer shall immediately submit the ambiguity, conflict, mistake, error or discrepancy to the appropriate City Contact person listed in Paragraph 3. The City, in its sole discretion, shall determine the appropriate response to any issue raised by any Proposer.

## 9. **SUBMISSION OF PROPOSALS**

**All proposal documents must be submitted in the exact order as listed in the City RFP.**

- (a) Where. Proposers shall submit their Proposals to the appropriate **City Contact Person** listed in Paragraph 3. Proposers shall address their Proposal to the City Contact Person and shall state on the outside of the sealed Proposal envelope the following information: the RFP No. and Title, Due Date and Time, and Name of the Proposer's Business/Firm.
- (b) No. of Copies. Proposers shall submit one (1) signed original, two (2) copies of its Proposal, and ten (10) copies on a flash drive in Microsoft Word/Excel format.

- (c) **Format.** In order to assure uniformity of the Proposals and to facilitate the evaluation process, all Proposals shall be organized and their parts labeled with tabs, as shown in Paragraph 10.

Each Proposal shall be presented in 12-point font, such as Times New Roman or Arial, on 8-1/2" x 11" paper, double sided. As part of the City's green initiatives, Proposers shall limit all excess paper, division tabs, folders, etc., so the Proposals are as eco-friendly as possible.

- (d) **Additional Materials.** The Proposal may also contain any narrative, charts, tables, diagrams or other materials in addition to those called for herein; to the extent such additions are useful for clarity or completeness of the Proposal. Attachments should clearly indicate on each page the paragraph in the Proposal to which they pertain.

## 10. **CONTENT OF PROPOSAL**

### 10.1 **Proposal Part I – Cover Letter**

The Proposer will provide a cover letter describing 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 District's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter transmitting the proposal. An unsigned proposal or one signed by an individual unauthorized to bind the Proposer may be rejected.

### 10.2 **Proposal Part II – 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.

### 10.3 **Proposal Part III – Business/Firm Profile and Legal Structure**

- (a) Legal Name, address, phone, fax, e-mail, Federal ID#, and website address.
- (b) Date the business/firm was established under the current name.
- (c) List all services provided by the business/firm.
- (d) Number of total employees including number of total employees in Kansas City, Missouri and number of employees in Greater Kansas City Area.
- (e) Type of ownership, or legal structure of business/firm.
- (f) Has the business/firm ever failed to complete work for which a contract was issued? If yes, explain the circumstances.
- (g) Are there any civil or criminal actions pending against the business/firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?
- (h) Provide a brief history of the business/firm's contractual litigation, arbitration, and mediation cases for the last five (5) years that are material and relevant to this contract.

- (i) Has the business/firm ever been disqualified from working for the City or any other public entity? If yes, explain the circumstances.
- (j) Provide firm's Dunn & Bradstreet report and an audited financial statement from your firm and any parent company for the least two years of operation.

10.4 Proposal Part IV – Experience

- (a) Include a list of the five (5) most relevant or comparable contracts completed by your business/firm during the past five (5) years. For each listed contract, provide a narrative that includes:
  - a. the assigned project personnel
  - b. scope of services provided
  - c. dollar amount of the contract
  - d. contractual performance standards versus your actual performance
  - e. the contracting entity's contact person, e-mail address, cell phone number, and telephone number
  - f. summary of how your business/firm delivered services
  - g. pricing and contractual compensation terms
- (b) Provide three (3) client references for similar projects completed by your business/firm during the past five (5) years. (See Attachment No. 3 – References)
- (c) Provide a copy of your most recent relevant ongoing public contract.
- (d) Provide a list of all public contracts entered into for the last three (3) years. Include the dollar amounts, summary of scope of services, contract terms, Public Owner's contact person, e-mail address, cell phone number and telephone number.

10.5 Proposal Part V – Local Personnel

- (a) Please provide your staff capacity for meeting the City's requirements.
- (b) Identify the Key Employees who are likely to be assigned to this contract if your proposal is selected. [NOTE: Key Employee(s) must be committed to the contract duration, and may not be removed or substituted without the City's prior written consent.]
- (c) For each of the Key Employee(s), provide a resume and/or summary with at least the following background information:
  - a. Description of relevant experience.
  - b. Years of employment with the business/firm.
  - c. City and State of residence.
  - d. State time commitment on other accounts.
  - e. Applicable professional registrations, education, certifications, and credentials.
- (d) Please comment on the ability of your business/firm to sustain the loss of Key Employee(s).
- (e) Provide a staffing plan for the contract including the locations of the positions.
- (f) Provide an organizational chart for the assigned staff.

- (g) Provide a plan to address vacations, sicknesses and absences.

10.6 Proposal Part VI – Response to Scope Requirements

Proposer shall provide a detailed response to all items in Section III, Scope Requirements.

10.7 Proposal Part VII – Supplier Information

- (a) Supplier Qualifications Section: Proposer must include a narrative of its understanding and acceptance of the Supplier Commitments outlined in Section VI. (Ref. pages 49-53)
- (b) Completed and signed Supplier Worksheet for National Program Consideration (Ref. page 55)
- (c) Completed Supplier Information (Ref. pages 58-62)

10.8 Proposal Part VIII - Sustainability

Include a concise summary of your company's policies, strategies, and actions that demonstrate your philosophy and commitment to sustainability. The City has adopted an overall policy supporting a greater use of "green solutions" or enhanced sustainability measures that consider environmental quality, social equity and economic vitality. In order to minimize waste, enhance efficiencies, and achieve multiple benefits and project synergies, all City projects must identify opportunities for sustainability improvements and implement those improvements when financially reasonable and operationally practical.

- (a) Describe how your Proposal will address the established City policies referenced in this RFP specific to the project or service on which you are proposing.
- (b) Incorporate sustainability and efficiency into the planning, design, construction, operation and maintenance of the project. Highlight each component of the project that you feel deserves consideration in this context, and demonstrate how sustainability and efficiency are integrated into the project.
- (c) If it is not possible to comprehensively integrate significant sustainability measures, then highlight elements you feel deserve consideration in this context.

10.9 Proposal Part IX – U.S. Communities Administration Agreement, signed, unaltered

10.10 Proposal Part X – Pricing

- (a) **Product Pricing:** Provide the pricing for all vehicles offered using a **fixed percentage** (%) discount off a MANUFACTURER PRICE LIST or other objectively verifiable criteria.
- (b) Provide copies of the MANUFACTURER PRICE LIST or other objectively verifiable criteria.
- (c) **Freight:** Provide detailed freight rates for shipping product nationally.
- (d) **Accessories and Equipment:** Provide pricing for all Accessories and Equipment offered by Proposer.

- (e) **Parts:** Provide pricing for replacement parts.
- (f) **Related Products and Services:** Provide pricing for any proposed additional products you wish to be considered. Additionally, provide pricing (if applicable) for any services offered by Proposer, including but not limited to, preventive maintenance, warranty extensions, repair services, training, technical support, etc. If any services are offered standard at no additional cost, please note.
- (g) **Volume Discounts or Rebates:** Please include any volume discounts or rebates offered by Proposer to Participating Public Agencies.
- (h) **Sample Specification Pricing:** The Proposer must submit pricing for the Sample Specifications provided in Attachment No. 1 – Sample Specification Pricing. Pricing is to be based on pricing quoted in 10.10 (a). Sample Specification Pricing will be used for evaluation purposes only.
- (i) **Renewal Pricing:** The City realizes that the initial term pricing may differ depending on the mechanism used by the Proposer for renewal pricing. The City is interested in obtaining the best price in the initial term of the contract as well as the best price for any renewal years. In proposing renewal pricing, you may propose no increase, a decrease, a constant percentage increase, the consumer price index or an appropriate producer price index. You may offer several alternatives. Although the City will not be required or obligated to exercise all renewal options, assume the City will exercise all renewal options for offering renewal pricing.

10.7 Proposal Part VII – Other Required Documents (delete any that are N/A)

Complete and submit the following documents included in this RFP:

- (a) Authorized Signature Form
- (b) Cooperative Procurement Form
- (c) Attachment No. 2 – Affidavit – Employee Eligibility Verification

**11. EVALUATION CRITERIA**

- (a) Any evaluation criteria or weighting of criteria is used by the City only as a tool to assist the City in selecting the best proposal for the City. Evaluation scores or ranks do not create any right in or expectation to a contract with the City regardless of any score or ranking given to any Proposer by the City. In other words, even if the City gives a Proposer the highest rank and highest score, the Proposer still has no expectation of a contract with the City and the City may choose to contract with any other Proposer regardless of the score or rank of the other Proposer.
- (b) The City may change criteria and criteria weights at any time including after the due date for proposals.

**12. INTERVIEWS**

The City, in its sole discretion, may interview none, one, some or all of the Proposers who submit proposals.

**13. DISCUSSIONS AND NEGOTIATIONS**

The City, in its sole discretion, may do any or all of the following:

- (a) evaluate Proposals and award a contract with or without discussions or negotiations with any or all of the Proposers;
- (b) discuss and negotiate anything and everything with any Proposer or Proposers at any time;
- (c) request additional information from any or all Proposers;
- (d) request a Proposer or Proposers to submit a new Proposal;
- (e) request one or more best and final offers from any or all Proposers;
- (f) accept any Proposal in whole or in part;
- (g) require a Proposer to make modifications to their initial Proposals;
- (h) make a partial award to any or all Proposers;
- (i) make a multiple award to any or all of Proposers;
- (j) terminate this RFP, and reissue an amended RFP.

**14. PROPOSAL MUST REMAIN FIRM IRREVOCABLE OFFER TO CITY FOR 120 DAYS**

- (a) By submitting a proposal to the City, Proposer agrees that Proposer's Proposal shall constitute a firm irrevocable offer to the City that Proposer shall not withdraw or modify without the City's approval for one hundred, twenty (120) days after the proposal due date. Proposer agrees that even if the City negotiates or makes a counter offer to Proposer on Proposer's original Proposal or any subsequent Proposal submitted by Proposer to the City, Proposer hereby grants to the City, in the City's sole discretion, the unconditional right for the City to accept Proposer's original Proposal and the City's negotiation or counter offer shall not be deemed to be a counter offer.
- (b) After one hundred, twenty (120) days, the City can accept any proposal or subsequent proposals from any Proposer with the consent of the Proposer at any time and regardless of the length of time that has passed from the proposal due date.

**15. SELECTION**

The City will select the proposal that in the City's sole judgment the City determines to be the best Proposal. Section 432.070, RSMo requires the City to have a written executed contract signed by both parties prior to anyone performing services or providing any goods, supplies, materials or equipment to the City. The written executed contract must also comply with the City Charter and City Ordinances. This means that a proposer does not have a contract with the City until a written contract is *executed*. A contract is *executed* when all of the following have occurred: (1) the City Council authorizes the execution of a contract with the Proposer (if City Council approval is requested by City staff or is required by City Ordinance); (2) persons with actual authority to bind both the City and the Proposer execute the contract; (3) the contract is approved by the Law Department; (4) the City issues a purchase order to the Contractor with the Director of Finance's certification of availability of funds for the contract; and (5) any other required step. A Proposer does not have a contract with the City until all the steps are completed. If the City does not complete all required steps, there is no contract between the City and the Proposer and the City has absolutely no contractual or financial obligation to any Proposer regardless of the amount of time, effort and money spent by the Proposer responding to the RFP and attempting to negotiate and obtain a contract with the City.

**16. REJECTION OF PROPOSALS**

The City reserves the unconditional right to reject any or all proposals received in response to this RFP at any time prior to the City executing a contract that meets the requirements of Section 432.070, RSMo, the City Charter and all applicable City Ordinances.

**17. WAIVER OF ORDINANCES, REGULATIONS AND RFP REQUIREMENTS**

- (a) The City, at any time, may waive any requirements imposed in this RFP or by any City regulation.
- (b) The City, may waive any requirement imposed by the City's Code of Ordinances when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Proposers for this RFP and it is in the best interest of the City to grant the waiver.

**18. LATE PROPOSALS**

The City, in its sole discretion, may consider proposals received by the City after the proposal due date if: (1) the proposal is sent via the U.S. Postal Service, common carrier or contract carrier, by a delivery method that guarantees the proposal will be delivered to the City prior to the proposal due date; or (2) if the proposal is submitted by mail, common carrier or contract carrier it is determined by the City that the late receipt was due to the U.S. Postal Service, common carrier or contract carrier; or (3) the proposal is timely delivered to the City, but the proposal is at a different City location than that specified in this RFP; or (4) the City extends the due date after the deadline for a force majeure event that could potentially affect any or all Proposers meeting the deadline; or (5) the City has not opened any of the proposals; or (6) it is in the best interest of the City to accept the proposal.

**19. CHANGES IN THE RFP**

- (a) After this RFP is issued, the City, in its sole discretion, may change everything or anything contained in this RFP at any time including after the Proposal due date. If the change is prior to the proposal due date, the City reserves the right, when considered necessary or appropriate, to modify this RFP.
- (b) If the City shall amend the RFP after the proposal due date, the City may, in its sole discretion, solicit new proposals in an amended RFP from anyone or everyone regardless whether a person submitted a proposal in response to the original RFP.

**20. CHANGES IN EXECUTED CONTRACT AND ADDITIONAL WORK**

- (a) After the City executes a contract in accordance with the requirements of Section 432.070, RSMo, the City Charter and City Ordinances, the City may, in its sole discretion, amend the contract to change anything or everything associated with the contract as long as such change is in the interest of the City and as long as the Contractor agrees to the change.
- (b) The City, in its sole discretion, may award additional contracts for related work or subsequent Project phases to the selected Contractor.
- (c) The City, in its sole discretion, may extend the term of the contract with the selected Contractor notwithstanding the expiration of the initial term or any subsequent term or all options to renew, until the City has a new contract in place with either Proposer or another provider or until the City terminates the Contract.

**21. PROPOSER SOLELY RESPONSIBLE FOR ALL COSTS**

Regardless of the amount of time, effort, cost and expense incurred by a Proposer in Proposer's attempt to win this City contract, Proposer agrees that Proposer shall be solely responsible and liable for any and all costs incurred by Proposer. The City shall have no liability or responsibility for any of Proposer's costs or expenses.

**22. OWNERSHIP OF PROPOSALS**

By submitting its Proposal, Proposer hereby agrees that Proposer's Proposal and any supplementary material submitted by the Proposer shall become property of the City.

**23. DISCLOSURE OF PROPRIETARY INFORMATION**

- (a) A Proposer may attempt to restrict the disclosure of scientific and technological innovations in which the Proposer has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the Proposal by:
  - 1. marking each page of each such document prominently in at least 16 point font with the words "Proprietary Information";



2. printing each page of each such document on a different color paper than the paper on which the remainder of the Proposal is printed; and
  3. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with the name and address of the Proposer.
- (b) After either a contract is executed pursuant to the RFP, or all submittals are rejected, if access to documents marked "Proprietary Information", as provided above, is requested under the Missouri Sunshine Law, the City will notify the Proposer of the request, and it shall be the burden of the Proposer to establish that such documents are exempt from disclosure under the law.
- (c) If the Proposer elects to challenge a formal request for such information made to the City and if the Proposer is unsuccessful in keeping such information closed, the Proposer shall pay for any and all costs, attorney fees and fines that are a result of Proposer's attempt to keep the information closed.
- (d) Notwithstanding the foregoing, in response to a formal request for information, the City reserves the right to release any documents if the City determines that such information is a public record pursuant to the Missouri Sunshine Law. The City shall have no liability to any Proposer or anyone else for releasing any Proprietary Information of a Proposer even if the City is negligent in releasing or disclosing any Proprietary Information of any Proposer.

#### **24. CLOSED RECORDS**

All Proposals including interviews, presentations and documents, and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Law until a contract is executed or until all Proposals are rejected by the City. If the City amends this RFP, Proposals submitted in response to the original RFP may remain closed records until a contract is executed or all proposals submitted in response to the amended RFP are rejected. Proposals shall remain closed records even if the City mistakenly informs all Proposers that it is rejecting any and all Proposals prior to amending the RFP as long as the City intends to amend the RFP and resolicit Proposals.

#### **25. AFFIRMATIVE ACTION**

It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age. The City's Affirmative Action ordinance requires that any person or entity who employs fifty (50) or more persons and is awarded a contract from the City totaling more than \$300,000.00 must:

- (a) Execute and submit an affidavit, in a form prescribed by the City, warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the contract.

- (b) Submit, in print or electronic format, a copy of the Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

If you have any questions regarding the City's Affirmative Action requirements, please contact HRD at (816) 513-1836 or visit the City's website. [www.kcmo.org](http://www.kcmo.org)

## 26. TAX CLEARANCE FOR CITY

Prior to the City making the first payment under any contract or contract renewal term, Contractor must provide a tax clearance letter from the City's Commissioner of Revenue dated not more than ninety (90) days from the date of submission. Proposers may obtain this tax clearance letter from the City's Revenue Division at (816) 513-1135 or (816) 513-1089. <http://www.kcmo.org>

## 27. INDEMNIFICATION

The City's standard contract requires that the Contractor shall indemnify, defend and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of the City, its agencies, officials, officers, or employees. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. **Contractor has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Proposal.**

**28. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES**

(a) Buy American Preference

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When proposals offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the proposal that uses manufactured goods or commodities that are manufactured or produced in the United States.

(b) Buy Missouri Preference

It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Proposer's responsibility to claim these preferences.

**29. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION**

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's Certificate of Good Standing from the Missouri Secretary of State's website. <http://www.sos.mo.gov>

**30. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE**

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's valid business license. Proposers may obtain this business license from the City's Revenue Division/Business License section at (816) 513-1135 or visit the City's website. <http://www.kcmo.org>

**31. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS**

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a Proposal, Proposer affirms that Proposer and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Proposal to be rejected.

### 32. EMPLOYEE ELIGIBILITY VERIFICATION

If this contract exceeds five thousand dollars (\$5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that Supplier does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Supplier shall attach to the affidavit documentation sufficient to establish Supplier's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY. The affidavit is found under Section IV – Attachments and Exhibits.

### 33. RENEWAL OPTION

- (a) The period of performance under the contract is for three (3) years with a contractual right on the part of the City to extend this price for an additional two (2) one-year periods.
- (b) The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.
- (c) The option year prices will be determined by the Buyer by negotiation with the Supplier. **(Note: YEARLY INCREASES ARE NOT AUTOMATIC. THE SUPPLIER MUST PROVIDE WRITTEN PROOF THAT THE REQUESTED INCREASE IS WARRANTED.)**

### 34. MBE/WBE PARTICIPATION

The City of Kansas City, Missouri desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts whenever it is feasible. If it is feasible for a Proposer to subcontract any of the work or supplies necessary to perform this contract, the City encourages Proposers to solicit certified MBEs and WBEs for the necessary work or supplies.

### SECTION III

#### SCOPE REQUIREMENTS

#### REQUEST FOR PROPOSALS NO. EV2024

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

Proposers are to propose the broadest possible selection of UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES they offer. The intent of this solicitation is to provide Participating Public Agencies with products and services to meet their various needs. Therefore, the Proposers should have demonstrated experience in providing the Products and Services as defined in the RFP, including but not limited to:

- (a) **Utility Vehicles** – A complete and comprehensive selection of gas, diesel and/or electric utility vehicles that range from light-duty to heavy-duty offered by Proposer.
- (b) **Transportation Vehicles** – A complete and comprehensive selection of gas, diesel and/or electric transportation vehicles to accommodate varying quantities of passengers, including but not limited to, vehicles that can transport from 2 to 8 passengers and any additional larger group options offered by Proposer.
- (c) **Golf Vehicles** – A complete and comprehensive selection of gas, diesel and/or electric golf vehicles, including but not limited to, golf carts, turf utility vehicles, mobile merchandising vehicles and any other golf vehicles available from Proposer.
- (d) **Low-Speed Vehicles (LSV)** – A complete and comprehensive selection of gas, diesel and/or electric low-speed vehicles which meet street legal requirements offered by Proposer.
- (e) **Accessories and Equipment** – A complete offering of accessories and equipment, including but not limited to, trailer hitch and trailer hitch balls, front and rear guards, canopies, cab enclosures, reflectors, mirror kits, strobe lights, decals, modular bed accessories and any other accessories and equipment offered by Proposer.
- (f) **Parts** – A complete offering of Original Equipment Manufacturer (OEM) repair and maintenance parts offered by Proposer.
- (g) **Related Products and Services** – Any related products as well as services such as training (on-site and remote), warranty service, technical services, repair services and any other services offered by Proposer.

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, OF THE LATEST DESIGN AND TECHNOLOGY UNLESS OTHERWISE SPECIFIED.

## 2. REGULATORY REQUIREMENTS AND STANDARDS

All products must be manufactured in compliance with all standards including warning labels and safety devices, guard and equipment required to meet the safety standards recognized by industry safety, councils or organizations to establish safety standards such as Outdoor Power Equipment Institute (OEPI), Society of Automotive Engineers (SAE International), American Society of Agricultural and Biological Engineers (ASABE), American National Standards Institute (ANSI), Occupational Safety and Health Administration (OSHA), Underwriters Laboratories, Inc. (UL), Environmental Protection Agency (EPA), etc. If a product proposed requires a Material Safety Data Sheet (MSDS) it must accompany each shipment.

## 3. SHIPPING

Proposers must include a defined shipping program with its response. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price cannot be used.

- (a) Unless specifically stated otherwise in the "Shipping Program" included in Proposer's response, all prices quoted must be F.O.B. destination with freight prepaid by the Proposer.
- (b) Additional costs for expedited deliveries may be added.

## 4. DELIVERY

Equipment will be delivered to various locations for each Participating Public Agency. All deliveries shall be made Monday through Friday from 8:00 am to 4:00 pm local time unless otherwise requested. Proposer is required to provide a minimum of 24 hours' notice prior to delivery with the anticipated time of delivery and quantity to be delivered.

Upon delivery, Proposer will provide the following documentation to each Participating Public Agency:

- (a) Manufacturer Statement of Origin (MSO);
- (b) All applicable warranty documents;
- (c) All applicable manuals per paragraph 5; and
- (d) Delivery ticket with appropriate corresponding purchase order number.

## 5. VEHICLE INSPECTION

Proposer shall work with the Participating Public Agency to arrange for inspection. Each vehicle delivered shall be subject to a complete inspection by the Participating Public Agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Proposer prior to acceptance for any reason, all corrections shall be made without any inconvenience to the Participating Public Agency.

**6. MANUALS**

Proposer shall furnish the following manuals during delivery of vehicles and shall provide one (1) hard copy of each as well as one (1) electronic copy on thumb drive or CD.

- (a) Operator's manual
- (b) Parts manual
- (c) Service and repair manual
- (d) Overhaul manual
- (e) Cross reference guide from manufacturer's parts numbers to supplier's parts numbers

**7. TRAINING**

Proposer shall provide training to operators and technicians of the Participating Public Agency at no additional cost. At a minimum, such training shall include operator training on all machine functions as well as operator preventive maintenance.

**8. WARRANTY**

Proposer shall provide all applicable warranties as a part of this RFP response and describe its ability in business days to provide any required warranty service to a Participating Public Agency. Proposer shall also note any extended warranties available and including pricing in Price section of Proposer's response.

**9. EQUIPMENT RECALLS**

In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to appropriate personnel at each Participating Public Agency in a timely manner. Proposer shall describe its process for notification of equipment recalls and timing of such notification.

**10. PARTS AND SERVICE**

The Proposer shall maintain factory authorized parts and appropriate service facility or facilities for routine service and warranty service. Proposer shall detail its ability in business days to provide parts and describe its process for timely delivery of any out of stock parts.

## 11. SUBSTITUTION OF SPECIFIED ITEMS

Whenever the Contract Documents refer to any specific article, device, equipment, product, material, fixture, specified patent or proprietary name, patented process, forms, method or type of construction, by name, make, trade name, or catalog number ("specified item"), such reference shall be deemed to be followed by the words, "or approved equal", unless it is indicated that no substitutions will be considered.

Any Proposer who has submitted a Proposal prior to the deadline may submit data to the City to substantiate a request to provide an "or approved equal" item when completing Sample Specification Pricing in Attachment No. 1 provided in the Contract Documents.

## 12. SPECIFICATIONS

Proposer shall provide detailed specifications of each product offered including, at a minimum, the following information:

- (a) Power Train
  - Motor
  - Horsepower
  - Electrical System
  - Batteries/Charger
  - Fuel System
  - Governor
  - Ignition
  - Controller
  - Motor Braking Mode
  - Directional Control
  - Drive Unit
- (b) Body
  - Seating
  - Body
  - Lighting
  - Accessories
- (c) Chassis
  - Frame
  - Steering
  - Brakes
  - Suspension
  - Bumpers
  - Tires
- (d) Performance
  - Speed
  - Turning Radius Curb to Curb
  - Turning Radius Intersecting Aisle



- (e) Dimensions
  - Length
  - Width
  - Height
  - Ground Clearance
  - Wheel Base
  - Cargo Size (if applicable)
  - Bed Load Height (if applicable)
- (f) Capacity
  - People
  - Weight
  - Fuel Capacity
  - Towing Capacity
- (g) Optional Accessories and Equipment

**13. ADDITIONAL SUBMITTALS/QUESTIONS**

- (a) Provide the life expectancy in months based on an average daily use of six (6) hours per day.
- (b) Batteries:
  - a. Provide the manufacturer and model number of the batteries and include the volts, amp hours, quantity of batteries and 20 amp hours rating.
  - b. How many hours to full charge assuming a battery level at 0%, 10%, 20% and 50%?
  - c. Does your company use Lead-Acided type batteries or Lithium-Ion batteries or both? Describe the benefits of the batteries used and any maintenance requirements, charging requirements and life-cycle requirements.
- (c) Describe your company's braking system related to performance against specifications of the components? Describe the quality of the brake pads. Describe if there are optional premium brake pads. If so, please provide cost in Price section of Proposer's response.
- (d) Describe the construction materials for the body and sun canopy and how these materials resist impacts, adverse weather, fading, chipping. Etc.
- (e) Describe any additional construction materials or components which improve the quality of Proposer's product.
- (f) Describe the range in miles and/or hours for each proposed vehicle assuming the following example hours of use per day: 4 hours, 6 hours, 8 hours and 10 hours.

- (g) Provide the written recommendations for Preventive Maintenance schedules, including each maintenance part and the labor hours required to complete. All costs for such preventative maintenance shall be included in the Price section of Proposer's response.
- (h) Describe locations and availability of replacement parts and provide the maximum time required to provide and install replacement parts. Additionally, provide the estimated dollar value of Proposer's parts inventory.

**SECTION IV**  
**SPECIAL INSTRUCTIONS AND CONDITIONS**  
**REQUEST FOR PROPOSALS NO. EV2024**

There are no Special Conditions and Instructions to Bidders for this RFP.

**AUTHORIZED SIGNATURE FORM**

By submission of the RFP, the undersigned certifies that:

- It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
- It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- The prices contained in this Proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
- It has the full authority of the Offeror to execute the Proposal and to execute any resulting contract awarded as the result of, or on the basis of, the Proposal;
- Proposer will not withdraw the Proposal for ninety (90) days.
- By the below signature, I hereby certify that I have both the legal authority from my business/firm and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Business/Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

E-mail Address for Purchase Orders: \_\_\_\_\_

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

**NO PROPOSAL RESPONSE FORM**

If you choose not to submit a proposal, please complete and return only this form, on or before the due date. Thank you for taking this opportunity to help us update and improve our solicitation process.

**Senior Buyer: Art Roberson, CPPB Telephone: (816) 513-0778**

**Return by Fax: (816) 513-1156**

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Due Date: **10/14/14**

Number: **EV2024**

Description: **UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES**

Please check the appropriate response(s). We respectfully submit "No Response" for the following reason(s):

- 1. We cannot provide a service to meet the required specifications.
- 2. The closing date does not allow adequate time to prepare a response.
- 3. We have chosen not to do business with the City.
- 4. Other (comment below or provide your response on your business/firm letterhead).

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Business/Firm Name: \_\_\_\_\_ Supplier No.: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

**STANDARD CITY CONTRACT**

**MASTER CONTRACT FOR PRODUCT - THE CITY OF KANSAS CITY, MISSOURI**

**CONTRACT NO.:** EV2024

**TITLE/DESCRIPTION:** UTILITY, TRANSPORTATION, GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES

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THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and \_\_\_\_\_ ("CONTRACTOR").

**Sec. 1. The Contract.** The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated \_\_\_\_\_ that is attached hereto and incorporated into this Contract;
- (c) CITY's RFP No. \_\_\_\_\_ that is incorporated into this Contract by reference;
- (d) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

**Sec. 2. Initial Term of Contract and Additional Periods.**

- (a) Initial Term. The initial term of this Contract shall begin on \_\_\_\_\_, \_\_\_\_ and shall end on \_\_\_\_\_, \_\_\_\_\_. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to four (4) additional one (1) year terms.
- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

**Sec. 3. Compensation.**

- A. The maximum amount the CITY shall pay CONTRACTOR under this Contract shall not exceed \$\_\_\_\_\_. CITY shall pay CONTRACTOR on the following basis: **(Fill in how the Contractor is to be paid. For example, by the hour or by the job. Do not use a contingency fee arrangement unless this is the standard industry practice used to compensate the Contractor. Examples: Debt collection, real estate agents, etc.)**
- B. CONTRACTOR shall bill the CITY, in a form acceptable to the CITY, on the following basis: monthly, one time; other. **(select when the CONTRACTOR will bill the CITY and delete all others)**
- C. CITY shall order all services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

**Sec. 4. Effective Date of Contract.**

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

**Sec. 5. Invoices.**

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.

- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.
- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.
- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.

**Sec. 6. Representations and Warranties of Contractor.** CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.



- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

**Sec. 7. Survival of the Representations, Warranties and Covenants.** All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

**Sec. 8. Governing Law.** This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

**Sec. 9. Termination for Convenience.** CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

**Sec. 10. Default and Remedies.**

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this Contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

**Sec. 11. Waiver.** Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

**Sec. 12. Acceptance.** No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

**Sec. 13. Records.**

- (a) For purposes of this Section:
  - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- (b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.
  - (c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

**Sec. 14. Affirmative Action.** If this Contract exceeds \$300,000.00 and CONTRACTOR employs fifty (50) or more people, CONTRACTOR shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, CONTRACTOR warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. CONTRACTOR shall:

- (a) Submit, in print or electronic format, a copy of CONTRACTOR's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, CONTRACTOR does not possess a current certification of compliance, CONTRACTOR shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, CONTRACTOR shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

CITY has the right to take action as directed by CITY'S Human Relations Department to enforce this provision. If CONTRACTOR fails, refuses or neglects to comply with the provisions of Chapter 3 of CITY's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further contracts funded by CITY for a period of one (1) year. This is a material term of this Contract.

**Sec. 15. Tax Compliance.** If the CITY's payments to CONTRACTOR exceed \$123,500.01 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

**Sec. 16. Buy American Preference.** It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

**Sec. 17. Service of Process.** In addition to the methods of service allowed by the State of Missouri, CONTRACTOR hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon CONTRACTOR's actual receipt of process or upon the CITY's receipt of the return thereof by the United States Postal Service as refused or undeliverable. CONTRACTOR must promptly notify the CITY, in writing, of each and every change of address to which service of process can be made. Service by the CITY to the last known address shall be sufficient. CONTRACTOR will have thirty (30) calendar days after service hereunder is complete in which to respond.

**Sec. 18. Notices.** All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY:                      City of Kansas City, Missouri  
   Procurement Services Division  
   414 East 12th Street, 1st Floor, Room 102 W  
   Kansas City, Missouri 64106  
   Attention: Cedric Rowan, Manager, C.P.M, Manager  
   Telephone: (816) 513-1592  
   Facsimile: (816) 513-1156

With copies to:                      William Geary, Esq.  
   City Attorney  
   Law Department of Kansas City, Missouri  
   414 East 12th Street, 28th Floor  
   Kansas City, Missouri 64106  
   Telephone: (816) 513-3118

If to the CONTRACTOR: (INSERT Name and Complete Address)

**Sec. 19. General Indemnification.**

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
  - 1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
  - 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
  - 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

**Sec. 20. Indemnification for Professional Negligence.** If this Contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

## Sec. 21. Insurance.

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
    - a. Severability of Interests Coverage applying to Additional Insureds
    - b. Contractual Liability
    - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
    - d. No Contractual Liability Limitation Endorsement
    - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
  2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
  3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
  4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- (b) All insurance policies required in this Section shall provide that the policy will not be cancelled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.

- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

**Sec. 22. Interpretation of the Contract.**

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arm's length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the CITY and its taxpayers even if it will cost the CONTRACTOR more money and time. The decision of CITY's Manager of Procurement shall be final and conclusive if the Manager of Procurement Services acted in good faith.
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.
- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.

- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

**Sec. 23. Contract Execution.** This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

**Sec. 24. Guaranteed Lowest Pricing.** CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract.

**Sec. 25. Assignability and Subcontracting.**

- (a) Assignability. CONTRACTOR shall not assign or transfer any part or all of CONTRACTOR's obligation or interest in this Contract without prior written approval of CITY. If CONTRACTOR shall assign or transfer any of its obligations or interests under this Contract without the CITY's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit CONTRACTOR from subcontracting as otherwise provided for herein.
- (b) Subcontracting. CONTRACTOR shall not subcontract any part or all of CONTRACTOR's obligations or interests in this Contract unless the subcontractor has been identified in a format required by CITY. If CONTRACTOR shall subcontract any part of CONTRACTOR's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve CONTRACTOR of any of its responsibilities under the Contract, and CONTRACTOR shall remain responsible to CITY for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. CITY shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by CONTRACTOR, and to require that any subcontractor cease working under this Contract. CITY's right shall be exercisable in its sole and subjective discretion. CITY shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. CONTRACTOR shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing CONTRACTOR's services hereunder.

**Sec. 26. Professional Services – Conflict of Interest Certification.** If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

**Sec. 27. Intellectual Property Rights.** CONTRACTOR agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to CITY all computer programs, documentation, software and other copyrightable works (“copyrightable works”) conceived, reduced to practice or made by CONTRACTOR or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work CONTRACTOR or its agents may do on behalf of CITY or at its request. All inventions and copyrightable works that CONTRACTOR is obligated to disclose shall be and remain entirely the property of CITY. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of CITY. CONTRACTOR hereby assigns to CITY any rights it may have in such copyrightable works. CONTRACTOR shall cooperate with CITY in obtaining any copyrights or patents.

**Sec. 28. Minority and Women’s Business Enterprises.** CITY is committed to ensuring that minority and women’s business enterprises (M/WBE) participate to the maximum extent possible in the performance of CITY contracts. If M/WBE participation goals have been set for this Contract, CONTRACTOR agrees to comply with all requirements of City’s Minority and Women’s Business Enterprise Program as enacted in CITY’S Code Sections 38-84 through 38-100.8 and as hereinafter amended. CONTRACTOR shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment No. \_**. If CONTRACTOR fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the CITY will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this CONTRACTOR utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the CONTRACTOR’S payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of CITY’s Human Relations Division, unless the Director determines that the CONTRACTOR acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the CONTRACTOR, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

**Sec. 29. Employee Eligibility Verification.** CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR’s enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORS enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.



**Sec. 30. Emergencies.**

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.
- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

**CONTRACTOR**

I hereby certify that I have the authority to execute this document on behalf of CONTRACTOR.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Assistant City Attorney (Date)

**KANSAS CITY, MISSOURI**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SECTION V**  
**ATTACHMENTS**

**ATTACHMENT NO. I**

**SAMPLE SPECIFICATION PRICING**

See Excel spreadsheet Attachment No. 1 Sample Specification Pricing.



I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:

**ATTACHMENT NO. 3**

**REFERENCES**

**PROPOSER REFERENCES FROM CLIENTS**

Proposers are required to provide three (3) client references, including contact information, for similar projects that the Proposer has completed within the past five (5) years. It is preferred that at least one (1) client reference be a government sector client.

The Proposer is required to have each client reference complete the question section of this Reference form and return as a part of its Proposal.

**The Proposer is required to include the three (3) references in the Proposal submitted to the City.**

**CITY OF KCMO REFERENCE CHECK**

**GENERAL INFORMATION**

Name of Proposer	
Subcontractor/Third Party	
Product or Service Reviewed	

**REFERENCE CHECK INFORMATION**

Business/Firm Name	
Business/Firm Address	
Contact Name	
Title	
Telephone Number	
Fax Number	
E-mail Address	

**To submit a reference, please have client reference respond to the following questions:**

1. What services did the Business/Firm provide for you?
2. Were the services performed satisfactorily?
3. Were the invoices detailed and accurate?

If the invoicing was not accurate, explain how easy or difficult it was to reconcile or have the invoicing updated.

4. Were there any staffing disputes? If so, explain how easy or difficult it was to have staff replaced.
5. Was the account service satisfactory?
6. What was included in the account service?
7. Were you happy with the cost of your services?
8. Are you still using this Business/Firm for these services?
9. Do you plan to continue this relationship?
10. Additional Comments:

---

Name of Client Contact (Print)

---

Signature and Date



**SECTION VI**

**U.S. COMMUNITIES INFORMATION**

**REQUEST FOR PROPOSALS NO. EV2024**

**1. SUPPLIER QUALIFICATIONS**

**Commitments**

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

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

(a) **Corporate Commitment.**

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

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

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

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

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

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

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

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

(b) **Pricing Commitment.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (A) A dedicated U.S. Communities internet web-based homepage containing:
  - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
  - (2) Copy of original procurement solicitation;
  - (3) Copy of Master Agreement including any amendments;
  - (4) Summary of Products and Services pricing;
  - (5) Electronic link to U.S. Communities' online registration page; and
  - (6) Other promotional material as requested by U.S. Communities.
- (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
- (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

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

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

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

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

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto in Section VI) 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.**

**3. SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

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

- A. 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 at least 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)

4. **NEW SUPPLIER IMPLEMENTATION CHECKLIST**

<b>New Supplier Implementation Checklist</b>		<b>Target Completion After Award</b>
<b>1. First Conference Call</b>		<b>One Week</b>
	Discuss expectations Establish initial contact people & roles Outline kickoff plan Establish WebEx training date	
<b>2. Second Conference Call</b>		<b>One Week</b>
	Review Contract Commitments	
<b>3. Executed Legal Documents</b>		<b>One Week</b>
	U.S. Communities Administration Agreement	
	Lead Public Agency agreement signed	
<b>4. Supplier Login Established</b>		<b>One Week</b>
	Complete Supplier Set Up form Complete user account & user ID form	
<b>5. Initial Sr. Management Meeting</b>		<b>Two Weeks</b>
	Implementation Process Progress U.S. Communities & Supplier Organizational Overview Supplier Manager to review and further discuss commitments	
<b>6. Initial National Account Manager (NAM) &amp; Staff Training Meetings</b>		<b>Two Weeks</b>
	Discuss expectations, roles & responsibilities Introduce and review web-based tools Review process & expectations with NAM and lead referral person	
<b>7. Review Top Joint Target Opportunities</b>		<b>Four Weeks</b>
	Top 10 local contracts Review top U.S. Communities Participating Public Agencies (PPA)	
<b>8. Program Contact Requirements</b>		<b>One Week</b>
	Supplier contacts communicated to U.S. Communities Staff Dedicated email Dedicated toll free number Dedicated fax number	



<b>9. Web Development</b>		
	Initiate IT contact	<b>One Week</b>
	Initiate E-Commerce Conversation	<b>One Week</b>
	Begin Website construction	<b>Two Weeks</b>
	Website final edit	<b>Five Weeks</b>
	Product upload to U.S. Communities site	<b>Five Weeks</b>
<b>10. Sales Training &amp; Roll Out</b>		
	Program Manager (PM) briefing - Coordinate with NAM	<b>Five Weeks</b>
NAM	Initial remote WebEx training for all sales - Coordinate with	<b>Three Weeks</b>
	Establish 90-day face-to-face training plan/strategy session for all sales –with NAM & PM	<b>Two Weeks</b>
	Top 10 metro areas - Coordinate with NAM & PM	<b>Four Weeks</b>
	Initiate contact with Advisory Board (AB) members	<b>Four Weeks</b>
<b>11. Marketing</b>		<b>Six Weeks</b>
	General announcement	
	1 Page Summary with Supplier contacts	
	Branding of program	
	Supplier handbook	
	Announcement to AB and Sponsors	

**5. SUPPLIER INFORMATION**

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

**Company**

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

Example:

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

2. Number and location of company distribution outlets in the United States (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales for 2011, 2012 and 2013 in the United States; Sales reporting should be segmented into the following categories:

<b>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2011, 2012, AND 2013</b>			
<b>Segment</b>	<b>2011 Sales</b>	<b>2012 Sales</b>	<b>2013 Sales</b>
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<b>Total Supplier Sales</b>			

5. 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 and Services nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user. Include company/dealer name(s), location(s), and coverage area.
3. Describe how your company services Participating Public Agencies. Does your company services the Products or is service performed by other companies/dealers?
4. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
5. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
6. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

### **Marketing**

1. Outline your company's plan for marketing the Products to State and local government agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the 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. 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, Services and Solutions**

1. Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Section III, Scope Requirements of the RFP. The primary objective is for each Proposer to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. State your normal delivery time (in days) and any options for expediting delivery.
3. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?
4. State restocking fees and procedures for returning products, if applicable.
5. State the percentage of your product that is made in the United States.
6. Describe the capacity of your company to offer leasing of product along with details on how leasing would be performed.
7. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
8. 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 Utility, Transportation, Golf Vehicles and Related Accessories, Equipment, Parts and Services.

### **Quality**

1. Describe your company's quality control processes.
2. Describe your problem escalation process.
3. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?
4. What is your company's resolution process for vehicles which repeatedly fail to meet standards of quality and performance. At what point does your company replace the vehicle?
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.). 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.
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**

1. A staffing plan is required which describes the Proposer's proposed staff distribution to implement and manage this contract throughout the term of the contract. At a minimum, this plan should include the following:
  - (a) Identify the key personnel who will lead and support the implementation period of the contract outlined in Section VI, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation;

- (b) Identify the key personnel who are to be engaged in this contract throughout the term of the contract and their relationship to the contracting organization;
  
- (c) Provide a chart that shows 1) the time commitment of each professional staff member that will be devoted to the contract, 2) each member's role in maintaining and growing the contract; and 3) a timeline of each member's involvement throughout the contract.

**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.

## 6. ADMINISTRATION AGREEMENT

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

### RECITALS

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

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

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

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

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

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

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

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

## ARTICLE I

### GENERAL TERMS AND CONDITIONS

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

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

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

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

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

## ARTICLE II

### TERM OF AGREEMENT

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



## ARTICLE III

### REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACO), United States Conference of Mayors (USCM), Association of School Business Officials (ASBO) and National Institute of 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 to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

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

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

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

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

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

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

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

(i) **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, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the 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. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

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

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

## ARTICLE IV

### PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

## ARTICLE V

### FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month (“Sales Report”). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. 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. Supplier shall solely be responsible for the cost of the audit up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000.

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

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

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

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

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

## ARTICLE VI

### MISCELLANEOUS

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

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

6.3 Assignment.

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

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.



6.4 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities: U.S. Communities  
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-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

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

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

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: \_\_\_\_\_

ATTACHMENT A

MASTER AGREEMENT

(City of Kansas City, Missouri, Master Agreement/Contract to be attached at time of award.)

## ATTACHMENT B

### SALES REPORT FORMAT

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St	GROTON	CT	06340	20	2012	2	5	318.00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St	GROTON	CT	06340	20	2012	2	5	212.00
SALES REPORT DATA FORMAT													
Column Name	Required	Data Type	Length	Example	Comment								
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.								
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below								
Account No.	Optional	Text	25 max		Depends on supplier account no.								
Agency Name	Yes	Text	255 max		Los Angeles County								
Dept Name	Optional	Text	255 max		Purchasing Dept								
Address	Yes	Text	255 max										
City	Yes	Text	255 max	Los Angeles	Must be a valid City name								
State	Yes	Text	2	CA									
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code								
Agency Type	Yes	Number	2	30	See Agency Type Table Below								
Year	Yes	Number	4	2010									
Qtr	Yes	Number	1	4									
Month	Yes	Number	2	12									
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas								
Agency Type Table													
Agency Type ID	Agency Type Description												
10	K-12												
11	Community College												
12	College and University												
20	City												
21	City Special District												
22	Consolidated City/County												
30	County												
31	County Special District												
40	Federal												
41	Crown Corporations												
50	Housing Authority												
80	State Agency												
81	Independent Special District												
82	Non-Profit												
84	Other												

**7. MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate (“Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration and made a part hereof.

**RECITALS**

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

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

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

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

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

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

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products and Services
5. That a procuring party will make timely payments to the Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 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.

**8. STATE NOTICE ADDENDUM**

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

**Nationwide:**

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

**Other states:**

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

<b>State: HI</b>	Hawaiian Ocean View
	Hawi
<b>Account Type: HI Counties, Cities, Colleges</b>	Hickam AFB
	Hilo
Hawaii County	Holualoa
Honolulu County	Honaunau
Kauai County	Honokaa
Maui County	Honolulu
Kalawao County	Honomu
Aiea	Hoolehua
Anahola	Kaaawa
Barbers Point N A S	Kahuku
Camp H M Smith	Kahului
Captain Cook	Kailua
Eleele	Kailua Kona
Ewa Beach	Kalaheo
Fort Shafter	Kalaupapa
Haiku	Kamuela
Hakalau	Kaneohe
Haleiwa	Kapaa
Hana	Kapaau
Hanalei	Kapolei
Hanamaulu	Kaumakani
Hanapepe	Kaunakakai
Hauula	Kawela Bay
Hawaii National Park	Keaau



Kealakekua  
Kealia  
Keauhou  
Kekaha  
Kihei  
Kilauea  
Koloa  
Kualapuu  
Kula  
Kunia  
Kurtistown  
Lahaina  
Laie  
Lanai City  
Laupahoehoe  
Lawai  
Lihue  
M C B H Kaneohe Bay  
Makawao  
Makaweli  
Maunaloa  
Mililani  
Mountain View  
Naalehu  
Ninole  
Ocean View  
Ookala  
Paauhau  
Paauiilo  
Pahala  
Pahoa  
Paia  
Papaaloa  
Papaikou  
Pearl City

Pearl Harbor  
Pepeekeo  
Princeville  
Pukalani  
Puunene  
Schofield Barracks  
Tripler Army Medical Center  
Volvano  
Wahiawa  
Waialua  
Waianae  
Waikoloa  
Wailuku  
Waimanalo  
Waimea  
Waipahu  
Wake Island  
Wheeler Army Airfield  
Brigham Young University - Hawaii  
Chaminade University of Honolulu  
Hawaii Business College  
Hawaii Pacific University  
Hawaii Technology Institute  
Heald College - Honolulu  
Remington College - Honolulu Campus  
University of Phoenix - Hawaii Campus  
Hawaii Community College  
Honolulu Community College  
Kapiolani Community College  
Kauai Community College  
Leeward Community College  
Maui Community College  
University of Hawaii at Hilo  
University of Hawaii at Manoa  
Windward Community College

**State:** HI  
**Account Type:** K-12 (14 records)

Mālama Honua Public Charter School  
ST JOHN THE BAPTIST

Waimanalo Elementary and Intermediate School  
Kailua High School  
PACIFIC BUDDHIST ACADEMY  
HAWAII TECHNOLOGY ACADEMY  
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.

MARYKNOLL SCHOOL  
ISLAND SCHOOL  
KE KULA O S. M. KAMAKAU  
KAMEHAMEHA SCHOOLS  
HANAHAU`OLI SCHOOL  
EMMANUAL LUTHERAN SCHOOL  
Our Savior Lutheran School

**Account Type: County (3 records)**

BOARD OF WATER SUPPLY  
MAUI COUNTY COUNCIL  
Honolulu Fire Department

**Account Type: Non-Profit (68 records)**

Lanai Community Health Center  
Maui High Band Booster Club  
Naalehu Assembly of God  
University of the Nations  
outrigger canoe club  
One Kalakaua  
Native Hawaiian Hospitality Association  
St. Theresa School  
Hawaii Peace and Justice  
Kauai Youth Basketball Association  
NA HALE O MAUI  
LEEWARD HABITAT FOR HUMANITY  
WAIANAE COMMUNITY OUTREACH  
NA LEI ALOHA FOUNDATION  
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA  
BUILDING INDUSTRY ASSOCIATION OF HAWAII  
UNIVERSITY OF HAWAII FEDERAL CREDIT UNION  
LANAKILA REHABILITATION CENTER INC.  
POLYNESIAN CULTURAL CENTER  
CTR FOR CULTURAL AND TECH INTERCHNG  
BETW EAST AND WEST  
BISHOP MUSEUM  
ALCOHOLIC REHABILITATION SVS OF HI INC  
DBA HINA MAUKA  
ASSOCIATION OF OWNERS OF KUKUI PLAZA  
MAUI ECONOMIC DEVELOPMENT BOARD  
NETWORK ENTERPRISES, INC.  
HONOLULU HABITAT FOR HUMANITY  
ALOHACARE

ORI ANUENUE HALE, INC.  
IUPAT, DISTRICT COUNCIL 50  
GOODWILL INDUSTRIES OF HAWAII, INC.  
HAROLD K.L. CASTLE FOUNDATION  
MAUI ECONOMIC OPPORTUNITY, INC.  
EAH, INC.  
PARTNERS IN DEVELOPMENT FOUNDATION  
HABITAT FOR HUMANITY MAUI  
W. M. KECK OBSERVATORY  
HAWAII EMPLOYERS COUNCIL  
HAWAII STATE FCU  
MAUI COUNTY FCU  
PUNAHOU SCHOOL  
YMCA OF HONOLULU  
EASTER SEALS HAWAII  
AMERICAN LUNG ASSOCIATION  
Hawaii Area Committee  
St. Francis Medical Center  
READ TO ME INTERNATIONAL FOUNDATION  
MAUI FAMILY YMCA  
WAILUKU FEDERAL CREDIT UNION  
ST. THERESA CHURCH  
HALE MAHAOLU  
West Maui Community Federal Credit Union  
Hawaii Island Humane Society  
Kama'aina Care Inc  
Tutu and Me Traveling Preschool  
First United Methodist Church  
AOAO Royal Capitol Plaza  
Kumpang Lanai  
Child and Family Service  
MARINE SURF WAIKIKI, INC.  
Hawaii Health Connector  
Hawaii Carpenters Market Recovery Program  
Fund  
Puu Heleakala Community Association  
Saint Louis School  
Kailua Racquet Club, Ltd.  
Homewise Inc.  
Hawaii Baptist Academy  
prod test kindly ignore HI - DP  
Kroc Center Hawaii

**Account Type: College and University (7 records)**

ARGOSY UNIVERSITY  
HAWAII PACIFIC UNIVERSITY  
UNIVERSITY OF HAWAII AT MANOA  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
University Clinical Research and Association  
CHAMINADE UNIVERSITY OF HONOLULU

**Account Type: Other (6 records)**

Hawaii Information Consortium  
TURTLE BAY RESORT GOLF CLUB  
Leeward Community Church  
E Malama In Keiki O Lanai  
Angels at Play Preschool & Kindergarten  
Queen Emma Gardens AOA

**Account Type: City (1 record)**

COUNTY OF MAUI

**Account Type: Community College (2 records)**

Honolulu Community College  
COLLEGE OF THE MARSHALL ISLANDS

**Account Type: State Agency (11 records)**

DOT Airports Division Hilo International Airport  
Judiciary - State of Hawaii  
STATE OF HAWAII, DEPT. OF EDUCATION  
ADMIN. SERVICES OFFICE  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE  
HAWAII CHILD SUPPORT ENFORCEMENT  
AGENCY  
HAWAII HEALTH SYSTEMS CORPORATION  
HAWAII AGRICULTURE RESEARCH CENTER  
STATE OF HAWAII  
Third Judicial Circuit - State of Hawaii

**Account Type: Consolidated City/County (2 records)**

CITY AND COUNTY OF HONOLULU  
Lanai Youth Center

**Account Type: Federal (2 records)**

US Navy  
Defense Information System Agency

**State: OR**

**Account Type: K-12 (209 records)**

VALLEY CATHOLIC SCHL  
CROOK COUNTY SCHOOL DISTRICT  
CORBETT SCHL DIST #39  
Bethel School District #52  
St. Therese Parish/School  
Portland YouthBuilders  
Wallowa County ESD  
Fern Ridge School District 28J  
MOLALLA RIVER ACADEMY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
SOUTHWEST CHARTER SCHOOL  
WHITEAKER MONTESSORI SCHOOL  
CASCADES ACADEMY OF CENTRAL OREGON  
NEAH-KAH-NIE DISTRICT NO.56  
INTER MOUNTAIN ESD  
STANFIELD SCHOOL DISTRICT  
LA GRANDE SCHOOL DISTRICT  
CASCADE SCHOOL DISTRICT  
DUFUR SCHOOL DISTRICT NO.29  
hillsboro school district  
GASTON SCHOOL DISTRICT 511J  
BEAVERTON SCHOOL DISTRICT  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
WILLAMINA SCHOOL DISTRICT  
MCMINNVILLE SCHOOL DISTRICT NO.40  
Sheridan School District 48J  
THE CATLIN GABEL SCHOOL  
NORTH WASCO CTY SCHOOL DISTRICT 21 -  
CHENOWITH  
CENTRAL CATHOLIC HIGH SCHOOL  
CANYONVILLE CHRISTIAN ACADEMY  
GEN CONF OF SDA CHURCH WESTERN OR  
PORTLAND ADVENTIST ACADEMY  
OUR LADY OF THE LAKE SCHOOL  
NYSSA SCHOOL DISTRICT NO. 26

ARLINGTON SCHOOL DISTRICT NO. 3  
LIVINGSTONE ADVENTIST ACADEMY  
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

SIUSLAW SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
LINN CO. SCHOOL DIST. 95C - SCIO SD  
ONTARIO MIDDLE SCHOOL  
GERVAIS SCHOOL DIST. #1  
NORTH SANTIAM SCHOOL DISTRICT 29J  
JEFFERSON SCHOOL DISTRICT  
SALEM-KEIZER PUBLIC SCHOOLS  
MT. ANGEL SCHOOL DISTRICT NO.91  
MARION COUNTY SCHOOL DISTRICT 103 -  
WASHINGTON ES  
MORROW COUNTY SCHOOL DISTRICT  
MULTNOMAH EDUCATION SERVICE DISTRICT  
GRESHAM-BARLOW SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO. 2  
CENTRAL SCHOOL DISTRICT 13J  
St. Mary Catholic School  
CROSSROADS CHRISTIAN SCHOOL  
ST. ANTHONY SCHOOL  
HERITAGE CHRISTIAN SCHOOL  
BEND-LA PINE SCHOOL DISTRICT  
GLENDALE SCHOOL DISTRICT  
LINCOLN COUNTY SCHOOL DISTRICT  
PORTLAND PUBLIC SCHOOLS  
REYNOLDS SCHOOL DISTRICT  
CENTENNIAL SCHOOL DISTRICT  
NOBEL LEARNING COMMUNITIES  
St. Stephen's Academy  
Salem-Keizer 24J  
McKay High School  
Pine Eagle Charter School  
Waldo Middle School  
hermiston school district  
Clear Creek Middle School  
Marist High School  
Victory Academy  
Vale School District No. 84  
St. Mary School  
Junction City High School  
Three Rivers School District  
Pedee School  
Fern Ridge School District  
Ppmc Education Committee

JESUIT HIGH SCHL EXEC OFC  
LASALLE HIGH SCHOOL  
Southwest Christian School  
Stayton Christian School  
Willamette Christian School  
Westside Christian High School  
CS LEWIS ACADEMY  
Portland America School  
Forest Hills Lutheran School  
Sunrise Preschool  
Mosier Community School  
Koreducators Lep High  
Warrenton Hammond School District  
Sutherlin School District  
Malheur Elementary School District  
Ontario School District  
Parkrose School District 3  
Riverdale School District 51J  
Tillamook School District  
Trinity Lutheran Church and School  
Siletz Valley School  
Madeleine School  
South Columbia Family School  
Union School District  
Helix School District  
Corvallis School District 509J  
Falls City School District #57  
Portland Christian Schools  
Deer Creek Elementary School  
Yamhill Carlton School District  
HARRISBURG SCHL DIST  
BNAI BRITH CAMP  
OREGON FOOD BANK  
ABIQUA SCHL  
Imbler School District #11  
monument school  
St. Paul School District  
St Paul Parish School  
EagleRidge High School  
Northwest Academy  
L'Etoiile French Immersion School  
Marist Catholic High School  
Elgin school dist.

PLEASANT HILL SCH DIST #1  
Ukiah School District 80R  
North Powder Charter School  
French American School  
Mastery Learning Institute  
North Lake School District 14  
Early College High School

**Account Type: County (46 records)**

GILLIAM COUNTY OREGON  
HOUSING AUTHORITY OF CLACKAMAS COUNTY  
UMATILLA COUNTY, OREGON  
MULTNOMAH LAW LIBRARY  
clackamas county  
CLATSOP COUNTY  
COLUMBIA COUNTY, OREGON  
coos county  
CROOK COUNTY ROAD DEPARTMENT  
CURRY COUNTY OREGON  
DESCHUTES 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  
Wheeler County  
Clackamas County Juvenile Dept

**Account Type: Non-Profit (517 records)**

Tamarack Aquatic Center  
Seven Feathers Casino  
Long Tom Watershed Council  
San Martin Deporres Catholic Church  
Portland Parks Foundation  
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  
EPUD-Emerald People's Utility District  
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  
LIFEWORKS 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 FOURSQUARE 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  
MORNING STAR MISSIONARY BAPTIST  
CHURCH  
NORTHWEST FOOD PROCESSORS  
ASSOCIATION  
INDEPENDENT INSURANCE AGENTS AND  
BROKERS OF OREGON  
OREGON EDUCATION ASSOCIATION  
HEARING AND SPEECH INSTITUTE INC  
SALEM ELECTRIC  
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 MUSUEM 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  
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 MENONNITE BRETHREN  
CHURCHES  
FAITHFUL SAVIOR MINISTRIES  
OREGON CITY CHURCH OF THE NAZARENE  
OREGON COAST COMMUNITY ACTION  
EDUCATION NORTHWEST  
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  
MEALS ON WHEELS PEOPLE, 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  
QUADRIPLIGICS 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.  
CASCADIA 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  
SECURITY FIRST CHILD DEVELOPMENT CENTER  
CLASSROOM LAW PROJECT  
YOUTH GUIDANCE ASSOC.  
PREGNANCY RESOUCE CENTERS OF GRETER  
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 HOUISNG 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  
Childsworld 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  
Hermiston Christian Center & School  
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 Coaliton, 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  
FIRST CHRISTIAN CHURCH  
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 Catholich 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

HUMANE 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  
 Aldersgate Camps and Retreats  
 St. Katherine's Catholic Church  
 Bags of Love  
 Grand View Baptist Church  
 Green Electronics Council  
 Scottish Rite  
 Western Wood Products Association  
 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  
 Oregon Satsang Society, Inc., A chartered  
 Affiliate of ECKANKAR , ECKA  
 First Baptist Church of Enterprise  
 The Canby Center  
 Oregon Nikkei Endowment  
 Eastern Oregon Alcoholism Foundation  
 Grantmakers for Education  
 The Spiral Gallery  
 The ALS Association Oregon and SW  
 Washington Chapter  
 Children's Relief Nursery  
 Home Builders  
 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  
Rolling Hills Community Church  
Sandy Seventh-day Adventist Church  
Muddy Creek Charter School  
A FAMILY FOR EVERY CHILD  
1000 FRIENDS OF OREGON  
NONPROFIT ASSOCIATION OF OREGON  
FAMILY CARE INC  
Clean Slate Canine Rescue & Rehabilitation  
St. Martins Episcopal church  
Food for Lane County  
columbia gorge discovery center and museum  
NAMI of Washington County  
The Dalles Art Association  
Temple Beth Israel  
YMCA of Marion and Polk Counties  
Fund For Christian Charity  
Deer Meadow Assisted Living  
Umpqua Basin Water Association  
300 Main Inc  
Southwestern Oregon Public Defender  
Services, Inc.  
Albertina Kerr Centers  
Dufur Christian Church  
St. Matthew Catholic School  
Serendipity Center Inc  
Northwest Family Services  
Network Charter School  
Ride Connecton  
Parenting Now!  
USO Northwest  
Norkenzie Christian Church  
Center for Family Development  
West Salem Foursquare Church  
Mount Pisgah Arboretum  
Lower Columbia Estuary Partnership  
Nehalem Bay House  
p:ear

Health Share of Oregon  
St. Peter Catholic Church  
Mid Willamette Valley Community Action  
A Hope For Autism Foundation  
Breast Friends  
SEPTL Southeast Portland Tool Library  
National Christian Community Foundation  
Willamette Valley Babe Ruth  
Center For Continuous Improvement  
Trillium Sprigs  
Youth Dynamics  
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  
THREE RIVERS CASINO  
Yamhill Community Care Organization  
Portland Japanese Garden  
The Madeleine Parish  
The Tucker-Maxon Oral School  
Southwest Neighborhoods, Inc  
Wallowa Valley Center For Wellness  
KIDS INTERVENTION AND DIAGNOSTIC CENTER  
Portland Yacht Club  
League of Women Voters  
Portland Oregon Visitors Association  
Southern Oregon Project Hope  
Our United Villages  
Samaritan Health Services Inc.  
Kilchis House  
Grace Lutheran School  
Western Mennonite School  
OEA CHOICE TRUST  
American Tinnitus Association  
Unitus Community Credit Union  
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT  
DISTRICT OF OREGON

THE MILL CASINO

**Account Type: College and University (30 records)**

- Oregon State University
- Treasure Valley Community College
- Unviersity 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
- MARYLHURST 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
- Portland Actors Conservatory
- University Of Oregon Athletics Department
- Beta Omega Alumnae
- Oregon Institute of Technology

**Account Type: Other (53 records)**

- Umatilla Electric Cooperative
- 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 COMMERCE
- 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
- Ricoh USA
- Heartfelt Obstetrics & Gynecology
- Coquille Economic Development Corporation
- Cintas
- 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
- Pgma/Cathie Bourne
- Astra
- CSC HEAD START
- Beit Hallel
- Oregon Public Broadcasting
- La Grande Family Practice
- SELCO Community Credit Union
- Sphere MD
- Halsey-Shedd Fire District

First Presbyterian Church of La Grande  
A&I Benefit Plan Administrators, Inc.  
crescent grove cemetery  
EOU - NEOAHEC

**Account Type: City Special District (22 records)**

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  
Netarts Water District  
Boardman Rural Fire Protection District

**Account Type: Independent Special District (45 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  
CHEHALEM 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  
Port of Hood River  
La Pine Park & Recreation District  
Siuslaw Public Library District  
Columbia River Fire & Rescue  
Fern Ridge Library District  
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 (139 records)**

City of Monmouth / Public Works

McMinnville Police Department	CITY OF OREGON CITY
Brookings Fire / Rescue	CITY OF PILOT ROCK
City of Veneta	CITY OF POWERS
CITY OF DAMASCUS	RAINIER POLICE DEPARTMENT
Hermiston Fire & Emergency Svcs	CITY OF REEDSPORT
CEDAR MILL COMMUNITY LIBRARY	CITY OF RIDDLE
CITY OF LAKE OSWEGO	CITY OF SCAPPOOSE
EUGENE WATER & ELECTRIC BOARD	CITY OF SEASIDE
LEAGUE OF OREGON CITIES	CITY OF SILVERTON
CITY OF SANDY	CITY OF STAYTON
CITY OF ASTORIA OREGON	City of Troutdale
CITY OF BEAVERTON	CITY OF TUALATIN, OREGON
CITY OF BOARDMAN	CITY OF WARRENTON
CITY OF CANBY	CITY OF WEST LINN/PARKS
CITY OF CANYONVILLE	CITY OF WOODBURN
CITY OF CENTRAL POINT POLICE DEPARTMENT	CITY OF TIGARD, OREGON
CITY OF CLATSKANIE	CITY OF AUMSVILLE
CITY OF CONDON	CITY OF PORT ORFORD
CITY OF COOS BAY	CITY OF EAGLE POINT
CITY OF CORVALLIS	CITY OF WOOD VILLAGE
CITY OF CRESWELL	St. Helens, City of
CITY OF ECHO	CITY OF WINSTON
CITY OF ESTACADA	CITY OF COBURG
CITY OF EUGENE	CITY OF NORTH PLAINS
CITY OF FAIRVIEW	CITY OF GERVAIS
CITY OF GEARHART	CITY OF YACHATS
CITY OF GOLD HILL	FLORENCE AREA CHAMBER OF COMMERCE
CITY OF GRANTS PASS	PORTLAND DEVELOPMENT COMMISSION
CITY OF GRESHAM	CITY OF CANNON BEACH OR
CITY OF HILLSBORO	CITY OF ST. PAUL
CITY OF HOOD RIVER	CITY OF ADAIR VILLAGE
CITY OF JOHN DAY	CITY OF WILSONVILLE
CITY OF KLAMATH FALLS	HOUSING AUTHORITY OF THE CITY OF SALEM
CITY OF LA GRANDE	CITY OF HAPPY VALLEY
CITY OF MALIN	CITY OF SHADY COVE
CITY OF MCMINNVILLE	CITY OF LAKESIDE
CITY OF HALSEY	CITY OF MILLERSBURG
CITY OF MEDFORD	CITY OF GATES
CITY OF MILL CITY	KEIZER POLICE DEPARTMENT
CITY OF MILWAUKIE	CITY OF DUNDEE
CITY OF MORO	CITY OF AURORA
CITY OF MOSIER	THE CITY OF NEWPORT
CITY OF NEWBERG	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  
ROCKWOOD WATER PEOPLE'S UTILITY  
DISTRICT  
City of St. Helens  
City of North Powder  
City of Cornelius, OR  
Toledo Police Department  
City of Independence  
City of Baker City  
McMinnville Water & Light  
CITY OF SWEETHOME  
CITY OF THE DALLES  
CLACKAMAS FIRE DIST#1

DESCHUTES PUBLIC LIBRARY  
City of Ontario  
North Lincoln Fire & Rescue #1  
City of Harrisburg  
Gladstone Public Library  
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  
DESCHUTES 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  
DESCHUTES 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 (15 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
- Clatsop Community College

**Account Type: State Agency (36 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
- OREGON DEPT. OF CORRECTIONS

- 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 - Department of Administrative Services
- Aging and People with Disabilities
- STATE OF OREGON

**Account Type: Consolidated City/County (2 records)**

- City of Carlton
- City of Pendleton Convention Center

**Account Type: Federal (6 records)**

- US FISH AND WILDLIFE SERVICE
- Bonneville Power Administration
- Oregon Army National Guard
- USDA Forest Service
- Yellowhawk Tribal Health Center
- ANGELL JOB CORPS

**Account Type: Housing Authority (6 records)**

- Coquille Indian Housing Authority
- HOUSING AUTHORITY OF PORTLAND
- NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
- MARION COUNTY HOUSING AUTHORITY
- Housing Authority of Yamhill County
- The Housing Authority of the County of Umatilla

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

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

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), City 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), City 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 City and be disposed of in accordance with City policy. The City, 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 City deems necessary, Contractor shall permit City, 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 City 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.

## **10. COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM**

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