APPENDIX A

REQUIRED FORMS FOR REQUEST FOR PROPOSALS (RFP)

#RFP-IS-10255020
# APPENDIX A
## REQUIRED FORMS

### TABLE OF CONTENTS

**EXHIBITS**

**BUSINESS FORMS**

1. PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT
2. PROSPECTIVE CONTRACTOR REFERENCES
3. PROSPECTIVE CONTRACTOR LIST OF CONTRACTS
4. PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS
5. CERTIFICATION OF NO CONFLICT OF INTEREST
6. FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERT
7. CBE FIRM/ORGANIZATION INFORMATION FORM
8. PROPOSER’S EEO CERTIFICATION
9. ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
10. CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION
11. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS
   - TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM
12. TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION
   - DEFAULTED PROPERTY TAX REDUCTION PROGRAM
13. CERTIFICATION OF COMPLIANCE WITH THE COUNTY’S DEFAULTED PROPERTY TAX REDUCTION
14. PROHIBITION OF CHILD LABOR
15. OFF-PEAK DELIVERY
16. EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM
REQUIRED FORMS - EXHIBIT 1
PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

_______________________________________________  __________________  __________
Name  State  Year Inc.

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

______________________________________________________________________________

3. If your firm is doing business under one or more DBA’s, Please list all DBA’s and the County(s) of registration:

Name  County of Registration  Year became DBA

______________________________________________________________________________

______________________________________________________________________________

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ If yes,

Name of parent firm: ____________________________________________________________

State of incorporation or registration of parent firm:___________________________________

5. Please list any other names your firm has done business as within the last five (5) years.

Name  Year of Name Change

______________________________________________________________________________

______________________________________________________________________________

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

______________________________________________________________________________

______________________________________________________________________________
Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Proposer must have three (3) years experience, within the last five (5) years, providing office supplies and products equivalent or similar to the services provided to the County.

Check the appropriate boxes:

☐ Yes  ☐ No  ____ years experience, within the last ___ years

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director’s sole judgment and his/her judgment shall be final.

Proposer’s Name:

________________________________________________________________________________

Address:

_______________________________________________________________________________

_______________________________________________________________________________

E-mail address:_________________________ Telephone number:_________________________

Fax number: ___________________________

On behalf of ___________________________ (Proposer’s name), I __________________________ (Name of Proposer’s authorized representative), certify that the information contained in this Proposer’s Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

________________________________________  __________________________________
Signature                     Internal Revenue Service

                     Employer Identification Number

________________________________________  __________________________________
Title                     California Business License Number

________________________________________  __________________________________
Date                     County WebVen Number
REQUIRED FORMS - EXHIBIT 2
PROSPECTIVE CONTRACTOR REFERENCES

Contractor’s Name:_______________________________

List Five (5) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation.

<table>
<thead>
<tr>
<th>1. Name of Firm</th>
<th>Address of Firm</th>
<th>Contact Person</th>
<th>Telephone #</th>
<th>Fax #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name or Contract No.</th>
<th># of Years / Term of Contract</th>
<th>Type of Service</th>
<th>Dollar Amt.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Name of Firm</th>
<th>Address of Firm</th>
<th>Contact Person</th>
<th>Telephone #</th>
<th>Fax #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name or Contract No.</th>
<th># of Years / Term of Contract</th>
<th>Type of Service</th>
<th>Dollar Amt.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Name of Firm</th>
<th>Address of Firm</th>
<th>Contact Person</th>
<th>Telephone #</th>
<th>Fax #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name or Contract No.</th>
<th># of Years / Term of Contract</th>
<th>Type of Service</th>
<th>Dollar Amt.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Name of Firm</th>
<th>Address of Firm</th>
<th>Contact Person</th>
<th>Telephone #</th>
<th>Fax #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name or Contract No.</th>
<th># of Years / Term of Contract</th>
<th>Type of Service</th>
<th>Dollar Amt.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Name of Firm</th>
<th>Address of Firm</th>
<th>Contact Person</th>
<th>Telephone #</th>
<th>Fax #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name or Contract No.</th>
<th># of Years / Term of Contract</th>
<th>Type of Service</th>
<th>Dollar Amt.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
REQUIRED FORMS - EXHIBIT 3
PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor’s Name: ________________________________

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

<table>
<thead>
<tr>
<th>1. Name of Firm</th>
<th>Address of Firm</th>
<th>Contact Person</th>
<th>Telephone #</th>
<th>Fax #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name or Contract No. # of Years / Term of Contract Type of Service Dollar Amt.

<table>
<thead>
<tr>
<th>2. Name of Firm</th>
<th>Address of Firm</th>
<th>Contact Person</th>
<th>Telephone #</th>
<th>Fax #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name or Contract No. # of Years / Term of Contract Type of Service Dollar Amt.

<table>
<thead>
<tr>
<th>3. Name of Firm</th>
<th>Address of Firm</th>
<th>Contact Person</th>
<th>Telephone #</th>
<th>Fax #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name or Contract No. # of Years / Term of Contract Type of Service Dollar Amt.

<table>
<thead>
<tr>
<th>4. Name of Firm</th>
<th>Address of Firm</th>
<th>Contact Person</th>
<th>Telephone #</th>
<th>Fax #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name or Contract No. # of Years / Term of Contract Type of Service Dollar Amt.

<table>
<thead>
<tr>
<th>5. Name of Firm</th>
<th>Address of Firm</th>
<th>Contact Person</th>
<th>Telephone #</th>
<th>Fax #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name or Contract No. # of Years / Term of Contract Type of Service Dollar Amt.
REQUIRED FORMS - EXHIBIT 4  
PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor’s Name: ________________________________

List of all contracts that have been terminated within the past three (3) years.

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Address of Firm</th>
<th>Contact Person</th>
<th>Telephone #</th>
<th>Fax #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>( )</td>
<td>(    )</td>
</tr>
</tbody>
</table>

Name or Contract No.  Reason for Termination:

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Address of Firm</th>
<th>Contact Person</th>
<th>Telephone #</th>
<th>Fax #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>( )</td>
<td>(    )</td>
</tr>
</tbody>
</table>

Name or Contract No.  Reason for Termination:

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Address of Firm</th>
<th>Contact Person</th>
<th>Telephone #</th>
<th>Fax #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>( )</td>
<td>(    )</td>
</tr>
</tbody>
</table>

Name or Contract No.  Reason for Termination:

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Address of Firm</th>
<th>Contact Person</th>
<th>Telephone #</th>
<th>Fax #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>( )</td>
<td>(    )</td>
</tr>
</tbody>
</table>

Name or Contract No.  Reason for Termination:
CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
   a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
   b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

Cert. of No Conflict of Interest
REQUIRED FORMS - EXHIBIT 6

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;

2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and

3) it is not on the County’s Executive Office’s List of Terminated Registered Lobbyists.

Signature:_________________________________  Date:____________________________
**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

**FIRM NAME:** ____________________________________________

**CAGE CODE:** ___________ **NAICS CODE:** ____________

- As a business registered as ‘Small’ on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference.
- The NAICS Code shown corresponds to the services in this solicitation.
- Attached is my CCR certification page.

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

**Total Number of Employees** (including owners):

**Race/Ethnic Composition of Firm.** Please distribute the above total number of individuals into the following categories:

<table>
<thead>
<tr>
<th>Race/Ethnic Composition</th>
<th>Owners/Partners/Associate Partners</th>
<th>Managers</th>
<th>Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
</tr>
<tr>
<td>Black/African American</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hispanic/Latino</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian or Pacific Islander</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Filipino</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>White</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

<table>
<thead>
<tr>
<th></th>
<th>Black/African American</th>
<th>Hispanic/Latino</th>
<th>Asian or Pacific Islander</th>
<th>American Indian</th>
<th>Filipino</th>
<th>White</th>
</tr>
</thead>
<tbody>
<tr>
<td>Men</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>Women</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
</tbody>
</table>

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

<table>
<thead>
<tr>
<th>Agency Name</th>
<th>Minority</th>
<th>Women</th>
<th>Disadvantaged</th>
<th>Disabled Veteran</th>
<th>Expiration Date</th>
</tr>
</thead>
</table>

IV. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name

Authorized Signature

Title

Date
REQUIRED FORMS - EXHIBIT 8
PROPOSER’S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>( )</td>
<td>( )</td>
</tr>
<tr>
<td>( )</td>
<td>( )</td>
</tr>
<tr>
<td>( )</td>
<td>( )</td>
</tr>
<tr>
<td>( )</td>
<td>( )</td>
</tr>
</tbody>
</table>

Signature

Date

Name and Title of Signer (please print)
REQUIRED FORMS - EXHIBIT 9
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer’s employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.
   _______YES (subject to verification by County) _______NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. “Consider” means that Proposer is willing to interview qualified GAIN/GROW participants.
   _______YES _______NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.
   _______YES _______NO _______N/A (Program not available)

Proposer Organization: ________________________________________________________________

Signature: _______________________________________________________________________

Print Name: _______________________________________________________________________

Title: ___________________________ Date: __________________________

Tel.#: ___________________________ Fax #: __________________________}

GAIN/GROW ATTESTATION - 10-14-03
REQUISITED FORMS - EXHIBIT 10

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County’s solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:
Company Address:

City: State: Zip Code:
Telephone Number:

Solicitation For ____________ Services:

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:          Title:

Signature:          Date:
REQUIRED FORMS - EXHIBIT 11
CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer.

<table>
<thead>
<tr>
<th>NAME</th>
<th>PHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state “NONE”.

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm

Print Name of Signer Title

Signature Date
REQUIRED FORMS - EXHIBIT 12
TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COMPANY ADDRESS:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CITY:</th>
<th>STATE:</th>
<th>ZIP CODE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years *(attach IRS Determination Letter)*;
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

<table>
<thead>
<tr>
<th>PRINT NAME:</th>
<th>TITLE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SIGNATURE:</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CERTIFICATION OF COMPLIANCE WITH THE COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Proposer/Bidder/Contractor certifies that:

☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County’s Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

________________________________________________________________________

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:  
Title:

Signature:  
Date:
REQUIRED FORMS - EXHIBIT 14
PROHIBITION OF CHILD LABOR

I hereby certify that, if awarded a Purchase Order or Agreement, bidder shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.

2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and

3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

I understand and agree that, if awarded a Purchase Order or Agreement and COUNTY discovers that any products, goods, supplies or other personal property sold or supplied by bidder to COUNTY are produced in violation of any international child labor conventions; bidder shall immediately provide an alternative, compliant source of supply.

I further understand and agree that failure to comply with the foregoing provisions will be grounds for immediate cancellation of the Purchase Order or termination of the Agreement and award to an alternative bidder.

__________________________________________  ____________________________
VENDOR SIGNATURE                      DATE
It is the policy of the Los Angeles County Board of Supervisors that County departments promote off-peak deliveries and pickup of all commodities by County Vendors between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, during regularly scheduled County business days. The purpose of this policy is to reduce vehicle trips and vehicle emissions during the morning and afternoon commute periods. For purposes of the Board Policy, the trip shall be deemed to be compliant if the actual time of delivery provides for arrival at the County facility or location on or after 9:00 a.m. and the delivery or pickup is initiated at the County facility or location on or before 3:30 p.m..

Noncompliance with this policy may result in cancellation of a Purchase Order or termination of contract and/or agreement between the County and the awarded Vendor.

Unless otherwise instructed by authorized County department personnel, vendors shall be required to confer with County departments to schedule, as appropriate, regularly planned trips to County facilities for deliveries and/or pickup of commodities within the designated off-peak periods. County departments co-located at facilities that are serviced by the same Vendor shall make every effort to coordinate off-peak deliveries and pickups between the Vendor and other County departments at the facility.

Emergency, special orders, and other non-conforming deliveries and pickups specifically requested by County departments shall not constitute a violation of the Board Policy. In addition, circumstances documented by the Vendor to the satisfaction of the affected County department that are outside of the control of the Vendor that preclude adherence to the Board Policy shall not constitute a violation of the Board Policy.

If circumstances related to department operations preclude regularly scheduled deliveries between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, the department shall notify the Vendor of any exception(s) allowable under the Board Policy. If such circumstances are permanent in nature, the department shall notify the Chief Administrative Office and ISD of their intent to exclude the affected contract(s) and/or commodities from the provisions of the Board Policy.

County departments doing business with non-commodity or service-related vendors that schedule regular trips to County facilities shall, to the extent feasible and appropriate, encourage such vendors to schedule such trips to their facilities between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, during regularly schedule business days.

By signature below, vendor acknowledges receipt and understanding of this Board Policy, and agrees to adhere to above requirements regarding Off-Peak Delivery of Commodities.

Vendor's Company Name

Address  City  State & Zip Code

Printed Name  Signature  Date
EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal Government, directly or indirectly, in whole or in part, and the Contractor will notify the Buyer within thirty (30) calendar days in writing of: 1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and 2) any exclusionary action taken by any agency of the Federal Government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage Contractor may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

Is Contractor/Proposer or any of its staff members currently barred from participation in any Federally funded health care program?

☐ NO, Contractor or any of its staff members is not currently barred from participation in Federally funded health care program.

☐ YES, Contractor or any of its staff members is currently barred from participation in any Federally funded health care program. Describe the particulars in detail below.

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________
COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE.

The importance of small business to the County.

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow.

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.

2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.

3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.
2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
APPENDIX C

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor’s violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)
2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
   1. Has ten or fewer employees during the contract period; and,
   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,
   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)
Safely Surrendered

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org
How does it work?
A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?
Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?
No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?
No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?
No. However, hospital or fire station personnel will ask the surrendering parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby’s death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

**A baby’s story**

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby’s aunt and stated the baby’s mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.
Ley de Entrega de Bebés Sin Peligro

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles


En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org
APPENDIX D

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas, así como la custodia legal del bebé en un hogar seguro, mientras que el personal del hospital o cuartel de bomberos le entregará el bebé a una familia designada.

¿Cómo funciona?

El padre/madre con dificultades que no puede o no quiere cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé será entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalet y el padre/madre o el adulto que lo entregó recibirá un brazalet igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Este proceso se llevará a cabo en el Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-866-866-6533.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto que lleva al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que lleve un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resulten de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y se brindará atención médica. Cuando le den el alta del hospital, los trabajadores sociales indicarán dónde se encuentra el bebé y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregó al bebé?

Una vez que los padres o adultos hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, traumatizados o muertos por sus padres. Un bebé probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en botes públicos. Los padres de esos bebés probablemente hayan escuchado historias de padres que han sacrificado sus vidas por sus bebés. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalet con un número que coincidía con la púbera del bebé; esto serviría como identificación de este bebé. Inmediatamente se cambió de opinión y llamó a la tía de nuevo para decirle que no quería el bebé. La tía se presentó al hospital y se le entregó al bebé. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org
2.202.010 Findings and declarations.

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)


For purposes of this chapter, the following definitions apply:

A. “Contractor” means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.

B. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.

C. “Debarment” means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is “debarred.”

D. “Department head” means either the head of a department responsible for administering a particular contract for the county or the designee of same.

E. “County” means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

F. “Contractor hearing board” means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
G. Determination of “non-responsibility” means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is “non-responsible” for purposes of that particular contract.


A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor’s quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor’s acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.

B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.

E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
   (1) The actual or potential harm or impact that results or may result from the wrongdoing.
   (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
   (3) Whether there is a pattern or prior history of wrongdoing.
   (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
   (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
   (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
   (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
(8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.

(9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.

(10) Whether the wrongdoing was pervasive within a contractor’s organization.

(11) The positions held by the individuals involved in the wrongdoing.

(12) Whether a contractor’s principals participated in, knew of, or tolerated the offense.

(13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

(14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.

(15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.

(16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.

(17) Other factors that are appropriate to the circumstances of a particular case.

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor’s request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best
interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)


If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)
2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:
A. “Contractor” shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
B. “County” shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
C. “County Property Taxes” shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
D. “Department” shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
E. “Default” shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
F. “Solicitation” shall mean the County’s process to obtain bids or proposals for goods and services.
G. “Treasurer-Tax Collector” shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)
2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:
A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
   1. Recommend to the Board of Supervisors the termination of the contract; and/or,
   2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
   3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)
APPENDIX H
Supplier Worksheets for National Program Consideration

<table>
<thead>
<tr>
<th>Proposer Company/Name:</th>
<th>RFP No.</th>
<th>RFP-IS-10255020</th>
</tr>
</thead>
</table>

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 company to Participating Public Agencies nationally.
   YES___ NO___

B. Does Supplier have the ability to provide service to all Participating Public Agencies in the 50 U.S. states and the District of Columbia?
   YES___ NO___

C. Does Supplier have a national sales force or dealer network with the ability to call on Participating Public Agencies in all 50 U.S. states?
   YES___ NO___

D. Did Supplier or Supplier Group have sales greater than $50 million last year?
   YES___ NO___

E. Does Supplier 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 Manager to support the resulting U.S. Communities program contract?
   YES___ NO___

G. Does Supplier agree to respond to all agency referrals from U.S. Communities within (two) 2 business days?
   YES___ NO___

H. Does Supplier 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 Supplier 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___

K. If applicable, will Supplier commit to extend contract pricing to your retail locations?
   YES___ NO___

L. Does Supplier accept payment via: credit card, P-cards, Purchase Orders and Electronic Funds Transfer (EFT)?
   YES___ NO___
APPENDIX H

Supplier Worksheets for National Program Consideration

M. Does Supplier have the ability, in its on-line ordering system, to restrict product categories from viewing and ordering?
   YES___ NO___

Submitted by:

(Printed Name) ___________________________ (Signature) ___________________________

(Title) ___________________________ (Date) ___________________________

Please respond to the following requests for information about your company on a separate sheet(s), with your company name, RFP number and Appendix H. annotated on the top of each page, and attach and submit with your responses to Appendix H:

Company

1. Total number and location of sales persons employed by your company;

2. Number and location of distribution outlets (if applicable);

3. Number and location of support centers (if applicable);

4. Annual sales for 2007, 2008 and 2009; Sales reporting should be segmented into the following categories:
   a. Cities
   b. Counties
   c. K12 (public and private)
   d. Higher Education (public and private)
   e. States
   f. Other Public Sector Agencies and 501c(3) Corporations
   g. Private Sector

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.

6. Provide a list with contact information of your company’s ten largest public agency customers. 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
Supplier Worksheets for National Program Consideration

Describe how your company proposes to distribute the Products nationwide.

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

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

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

4. State the company’s standard delivery time and any options, including desktop delivery costs, for expediting delivery and return policies.

5. State restocking fees for products returned after thirty days.

Products

Provide a description of the Products and Services to be provided by the major product category set forth in Appendix G of the RFP. The primary objective is for each Supplier to provide its complete product and service offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.

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

2. State your fill rate (delivery of product within one day of order) for products, Appendix G. If less than 98% guaranteed fill rate, specify fill rate and explain how you can achieve 98%.

3. Specify guaranteed fill rate by product category specified in Appendix G.

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

5. 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 office supplies, and related products and services.

Administration

Describe your company’s capacity to employ EDI, telephone, Internet, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

1. 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.
2. Describe the state of e-commerce within your company and detail how Participating Public Agencies can benefit from your approach including, but not limited to
   - On-line ordering
   - On-line reporting
   - On-line audit capabilities
   - Product lookup
   - Workflow rules including approval levels, system restrictions, specific order options, payment options, etc.
   - Product cross reference capabilities
   - Ability to export (download) into agency system
   - Ability to restriction product groups, specific items, users

Please document your company’s level of expertise with the following software; Peoplesoft, Lawson, Oracle, School Dude, SAP and all others your company has successfully interfaced with a public agency. List, by software supplier, the following information: name of public agency, software system used, “go-live” date, net amount of total sales per Calendar Year since “go-live”, and percentage of sales being processed exclusively via Internet/EDX (paperless) ordering. Include, by public agency, any enhancement, such as e-mail order acknowledgement and on-line order/tracking ability.

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

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

5. 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.

6. 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.

**Environmental**

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

1. What is your company’s environmental strategy?

2. What is your investment in being an environmentally preferable product leader?

3. Do you have any resources dedicated to your environmental strategy? Please describe.

What percentage of your offering is environmentally preferable and what are your plans to improve this offering?
APPENDIX I
U.S. COMMUNITIES ADDITIONAL TERMS AND CONDITIONS FOR NATIONAL PROGRAM CONSIDERATION

COMPETITIVE SOLICITATION
BY COUNTY OF LOS ANGELES
FOR
OFFICE SUPPLIES AND PRODUCTS
ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES
AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES
GOVERNMENT PURCHASING ALLIANCE

RFP-IS-10255020
OVERVIEW

1. MASTER AGREEMENT

County of Los Angeles (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 Office Supplies, Products and Related Services (herein “Products and Services”).

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

2. OBJECTIVES

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

B. Establish the Master Agreement as a Supplier’s primary offering to Participating Public Agencies;

C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple 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 reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein “Lead Public Agencies”). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

National Sponsors

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

Advisory Board

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

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

Current U.S. Communities Advisory Board Members

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

Today more than 40,000 public agencies utilize U.S. Communities contracts and suppliers to procure over $1.4 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.

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

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

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $500 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, County of Los Angeles and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2010 is estimated to purchase more than $125 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.

**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 will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively, meets the minimum qualifications and offers the lowest priced bid will be eligible for a contract award. Although U.S. Communities does not participate in any resultant award determination, it reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.
SUPPLIER QUALIFICATIONS

4. SUPPLIERS

Commitments

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

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

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

   (i) The pricing, terms and conditions of the Master Agreement shall be Supplier’s primary offering to Public Agencies.

   (ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.

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

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

   (v) Supplier shall demonstrate in its request for proposal (“RFP”) or invitation to bid (“ITB”) response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.

   (vi) Supplier’s field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier’s options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier’s sales representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or
objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency’s objection, Supplier is permitted to pursue other options.

(vii) In states where Supplier has an existing state contract or cooperative contract, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state’s request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.

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

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

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

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

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

(ii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier’s pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.
(iii) Supplier’s Options in Responding to a Third Party RFP or ITB. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts rather than issue their own RFPs and ITBs, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

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

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

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(D) Supplier may respond to the RFP or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement.

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

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

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

(i) Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier’s goods and services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier’s sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier’s sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
(ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

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

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

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

1. U.S. Communities standard logo with Founding Co-Sponsors logos;
2. Copy of original request for proposal or invitation to bid;
3. Copy of Master Agreement including any amendments;
4. Summary of products and pricing;
5. Electronic link to U.S. Communities’ online registration page; and
6. Other promotional material as requested by U.S. Communities.

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>New Supplier Implementation Checklist</th>
<th>Target Completion After Award</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. First Conference Call</strong></td>
<td>One Week</td>
</tr>
<tr>
<td>Discuss expectations</td>
<td></td>
</tr>
<tr>
<td>Establish initial contact people &amp; roles</td>
<td></td>
</tr>
<tr>
<td>Outline kickoff plan</td>
<td></td>
</tr>
<tr>
<td>Establish WebEx training date</td>
<td></td>
</tr>
<tr>
<td><strong>2. Administrative Agreement Signed</strong></td>
<td>One Week</td>
</tr>
<tr>
<td>Lead Public Agency agreement signed</td>
<td></td>
</tr>
<tr>
<td><strong>3. Supplier Login Established</strong></td>
<td>One Week</td>
</tr>
<tr>
<td>Complete Supplier initiation form</td>
<td></td>
</tr>
<tr>
<td>Complete Supplier product template</td>
<td></td>
</tr>
<tr>
<td>Create user account &amp; user ID - Communicate to Supplier</td>
<td></td>
</tr>
<tr>
<td><strong>4. Initial Sr. Management Meeting</strong></td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Review commitments</td>
<td></td>
</tr>
<tr>
<td>Discuss National Account Manager (NAM) role &amp; staff requirements</td>
<td></td>
</tr>
<tr>
<td>Discuss reporting process &amp; requirements</td>
<td></td>
</tr>
<tr>
<td>Review kickoff plan</td>
<td></td>
</tr>
<tr>
<td>Determine field sales introductory communication plan</td>
<td></td>
</tr>
<tr>
<td><strong>5. Initial NAM &amp; Staff Training Meetings</strong></td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Discuss expectations, roles &amp; responsibilities</td>
<td></td>
</tr>
<tr>
<td>Introduce and review web-based tools</td>
<td></td>
</tr>
<tr>
<td>Discuss sales organization &amp; define roles</td>
<td></td>
</tr>
<tr>
<td>Review with NAM</td>
<td></td>
</tr>
<tr>
<td>Review process &amp; expectations with NAM and lead referral person</td>
<td></td>
</tr>
<tr>
<td>Discuss marketing plan and customer communication strategy</td>
<td></td>
</tr>
<tr>
<td>Discuss Admin process/expectations &amp; provide admin support training</td>
<td></td>
</tr>
<tr>
<td><strong>6. Review Top 10 Local Government Contracts</strong></td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Determine strategies with NAM</td>
<td></td>
</tr>
</tbody>
</table>
### 7. Program Contact Requirements

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplier contacts communicated to U.S. Communities Staff</td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Dedicated email</td>
<td></td>
</tr>
<tr>
<td>Dedicated toll free number</td>
<td></td>
</tr>
<tr>
<td>Dedicated fax number</td>
<td></td>
</tr>
</tbody>
</table>

### 8. Web Development

<table>
<thead>
<tr>
<th>Task</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initiate IT contact</td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Website construction</td>
<td>Three Weeks</td>
</tr>
<tr>
<td>Website final edit</td>
<td>Four Weeks</td>
</tr>
<tr>
<td>Product upload to U.S. Communities site</td>
<td>Four Weeks</td>
</tr>
</tbody>
</table>

### 9. Sales Training & Roll Out

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

### 10. Marketing

- General announcement
- 1 Page Summary with Supplier contacts
- Branding of program
- Supplier handbook
- Announcement to AB and Sponsors

### 11. Green Initiative

<table>
<thead>
<tr>
<th>Task</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify Green Products</td>
<td>Two Weeks</td>
</tr>
<tr>
<td>- Certifications</td>
<td></td>
</tr>
<tr>
<td>- New product identification</td>
<td></td>
</tr>
<tr>
<td>Identify green expert</td>
<td></td>
</tr>
<tr>
<td>Green reporting</td>
<td>Six Weeks</td>
</tr>
<tr>
<td>Upload product to U.S. Communities website</td>
<td>Four Weeks</td>
</tr>
<tr>
<td>- Product description</td>
<td></td>
</tr>
<tr>
<td>- Picture</td>
<td></td>
</tr>
<tr>
<td>- SKU</td>
<td></td>
</tr>
<tr>
<td>Green marketing material</td>
<td>Six Weeks</td>
</tr>
<tr>
<td>- Approved by U.S. Communities</td>
<td></td>
</tr>
<tr>
<td>- Printed/ Images</td>
<td></td>
</tr>
<tr>
<td>- Articles/ Best Practices/ Supplier internal green practices</td>
<td></td>
</tr>
<tr>
<td>- Workshops</td>
<td></td>
</tr>
<tr>
<td>- Green tradeshows</td>
<td></td>
</tr>
<tr>
<td>- 3rd Party green vendors</td>
<td></td>
</tr>
</tbody>
</table>
**Marketing Information**

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

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

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

4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the amount of purchases of existing public agency clients that your company will transition to the U.S. Communities contract for the initial three years of the contract in the following format within your proposal.
   a. $_______,00 will be transitioned in year one.
   b. $_______,00 will be transitioned in year two.
   c. $_______,00 will be transitioned in year three.

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

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

**Staffing Plan**

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

The personnel names in the proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.
Exhibit A

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 in compliance with their own policies, procedures, rules and regulations, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

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

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

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

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

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

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

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

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

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

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

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

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

9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.

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

ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (“Agreement”) is made as of ________________, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE (“U.S. Communities”) and __________________________ (“Supplier”).

RECITALS

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL TERMS AND CONDITIONS

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

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

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

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

ARTICLE II

TERM OF AGREEMENT

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

ARTICLE III

REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities’ Representations and Covenants.

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

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

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

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

(i) The pricing, terms and conditions of the Master Agreement shall be Supplier’s primary offering to Public Agencies.

(ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.

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

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

(v) Supplier shall demonstrate in its request for proposal (“RFP”) or invitation to bid (“ITB”) response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.

(vi) Supplier’s field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier’s options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier’s sales
representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency’s objection, Supplier is permitted to pursue other options.

(vii) In states where Supplier has an existing state contract or cooperative contract, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state’s request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.

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

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

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

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

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

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

(iii) **Supplier’s Options in Responding to a Third Party RFP or ITB.** While it
is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts rather than issue their own RFPs and ITBs. U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

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

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

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(D) Supplier may respond to the RFP or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement.

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

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

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

(i) Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier’s goods and services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier’s sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier’s name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
(ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

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

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

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

   (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
   (2) Copy of original request for proposal or invitation to bid;
   (3) Copy of Master Agreement including any amendments;
   (4) Summary of products and pricing;
   (5) Electronic link to U.S. Communities’ online registration page; and
   (6) Other promotional material as requested by U.S. Communities.

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

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

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

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

3.4 **Breach of Supplier’s Representations, Warranties and Covenants.** The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance. Failure by Supplier to cure such violation or non-compliance within ninety (90) days shall result in termination of this Agreement.
ARTICLE IV

PRICING AUDITS

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

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of (a) two percent (2%) of aggregate purchases made during the month which comprise annual sales of the first $340,000,000.00; and then (b) two and one-half percent (2.5%) of aggregate purchases made during the month which comprise annual sales exceeding $340,000,000.00 (individually and collectively, “Administrative Fees”). Supplier’s annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by check or wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month.

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

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

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

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

<table>
<thead>
<tr>
<th>Report Name</th>
<th>Follow up with U.S. Communities</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Qtr Drop Sales Analysis</td>
<td>Financial &amp; Reporting Manager</td>
</tr>
<tr>
<td>Zero States Sales Report</td>
<td>Program Manager</td>
</tr>
<tr>
<td>Registered Agency Without Sales Report</td>
<td>Program Manager</td>
</tr>
</tbody>
</table>

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

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

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

ARTICLE VI

MISCELLANEOUS

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

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

6.3 Assignment.

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

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

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

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

Lead Public Agency:

Supplier:

Attn: ______________________________

Attn: ______________________________________

Attn: ______________________________

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

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

[Remainder of Page Intentionally Left Blank – Signatures Follow]
IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By

Name:

Title:

Supplier:

By

Name:

Title:
ADMINISTRATION AGREEMENT ADDENDUM

AFFILIATE PROGRAMS

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

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

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

_________Supplier wishes to participate in Canadian Communities and other international opportunities, currently has the capacity to serve Canadian Public Agencies, and agrees to abide by the terms, conditions and commitments of the executed U.S. Communities Administration Agreement.

_________Supplier does not wish to participate in Canadian Communities or other international opportunities.

SUPPLIER:

_____________________________
Name: _________________________
Title: _________________________
### EXHIBIT A

**MASTER AGREEMENT**

(To Be Attached)

### EXHIBIT B

**SALES REPORT FORMAT**

<table>
<thead>
<tr>
<th>TIN</th>
<th>Supplier ID</th>
<th>Account No.</th>
<th>Agency Name</th>
<th>Dept Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Agency Type</th>
<th>Year</th>
<th>Month</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>9560000735</td>
<td>144</td>
<td>98318997</td>
<td>CITY OF LA/MGMT EMPL SVCS</td>
<td>Purchasing</td>
<td>550 RAMIREZ ST STE 312</td>
<td>LOS ANGELES</td>
<td>CA</td>
<td>90012</td>
<td>20</td>
<td>2008</td>
<td>4</td>
<td>1525.50</td>
</tr>
<tr>
<td>956000220</td>
<td>144</td>
<td>74893035</td>
<td>LOS ANGELES COUNTY</td>
<td>Facilities</td>
<td>252 S FIGUEROA ST STE 100</td>
<td>LOS ANGELES</td>
<td>CA</td>
<td>90012</td>
<td>20</td>
<td>2008</td>
<td>4</td>
<td>1603.64</td>
</tr>
<tr>
<td>9560000735</td>
<td>144</td>
<td>98318997</td>
<td>CITY OF LA/MGMT EMPL SVCS</td>
<td>Purchasing</td>
<td>550 RAMIREZ ST STE 312</td>
<td>LOS ANGELES</td>
<td>CA</td>
<td>90012</td>
<td>20</td>
<td>2008</td>
<td>4</td>
<td>1525.50</td>
</tr>
<tr>
<td>956000735</td>
<td>144</td>
<td>32821058</td>
<td>CITY OF LA/COMMUNITY DEV</td>
<td>Purchasing</td>
<td>550 RAMIREZ ST STE 312</td>
<td>LOS ANGELES</td>
<td>CA</td>
<td>90012</td>
<td>20</td>
<td>2008</td>
<td>4</td>
<td>49039.79</td>
</tr>
<tr>
<td>9560003101</td>
<td>144</td>
<td>32821058</td>
<td>GROTON TOWN OF PUBLIC WORKS</td>
<td>Water</td>
<td>123 A St</td>
<td>GROTON</td>
<td>CT</td>
<td>06340</td>
<td>20</td>
<td>2008</td>
<td>4</td>
<td>318.00</td>
</tr>
<tr>
<td>956001184</td>
<td>144</td>
<td>32821058</td>
<td>GROTON CITY OF</td>
<td>Administration</td>
<td>123 A St</td>
<td>GROTON</td>
<td>CT</td>
<td>06340</td>
<td>20</td>
<td>2008</td>
<td>4</td>
<td>212.00</td>
</tr>
</tbody>
</table>

**Column Name**

<table>
<thead>
<tr>
<th>Column Name</th>
<th>Data Type</th>
<th>Length</th>
<th>Example</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>TIN</td>
<td>Text</td>
<td>9</td>
<td>9560000735, 95600220</td>
<td>No Dash, Do not omit leading zeros.</td>
</tr>
<tr>
<td>Supplier ID</td>
<td>Number</td>
<td>3</td>
<td>111, 110, 116</td>
<td>See Supplier ID Table Below</td>
</tr>
<tr>
<td>Account No.</td>
<td>Text</td>
<td>25</td>
<td>Depends on supplier account no.</td>
<td></td>
</tr>
<tr>
<td>Agency Name</td>
<td>Text</td>
<td>25</td>
<td>City of Groton, Los Angeles County</td>
<td></td>
</tr>
<tr>
<td>Dept Name</td>
<td>Text</td>
<td>25</td>
<td>Purchasing Dept, Finance Dept</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>Text</td>
<td>25</td>
<td>Depends on City</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>Text</td>
<td>25</td>
<td>Pittsburgh, Los Angeles</td>
<td>Must be a valid City name</td>
</tr>
<tr>
<td>State</td>
<td>Text</td>
<td>2</td>
<td>PA, CA, FL</td>
<td></td>
</tr>
<tr>
<td>Zip</td>
<td>Text</td>
<td>5</td>
<td>90071, 06340</td>
<td>No Dash, Do not omit leading zeros. Valid zip code</td>
</tr>
<tr>
<td>Agency Type</td>
<td>Number</td>
<td>4</td>
<td>10, 11, 12, 20</td>
<td>See Agency Type Table Below</td>
</tr>
<tr>
<td>Year</td>
<td>Number</td>
<td>4</td>
<td>2005</td>
<td></td>
</tr>
<tr>
<td>Month</td>
<td>Number</td>
<td>1</td>
<td>1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12</td>
<td></td>
</tr>
<tr>
<td>Amount</td>
<td>Number</td>
<td>variable</td>
<td>45090.79</td>
<td>Two digit decimal point, no $ sign or commas</td>
</tr>
</tbody>
</table>

**Agency Type Table**

<table>
<thead>
<tr>
<th>Agency Type ID</th>
<th>Agency Type Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>K-12</td>
</tr>
<tr>
<td>11</td>
<td>Community College</td>
</tr>
<tr>
<td>12</td>
<td>College and University</td>
</tr>
<tr>
<td>20</td>
<td>City</td>
</tr>
<tr>
<td>21</td>
<td>City Special District</td>
</tr>
<tr>
<td>22</td>
<td>Consolidated City/County</td>
</tr>
<tr>
<td>30</td>
<td>County</td>
</tr>
<tr>
<td>31</td>
<td>County Special District</td>
</tr>
<tr>
<td>50</td>
<td>State Agency</td>
</tr>
<tr>
<td>61</td>
<td>Independent Special District</td>
</tr>
<tr>
<td>82</td>
<td>Non-Profit</td>
</tr>
<tr>
<td>84</td>
<td>Other</td>
</tr>
<tr>
<td>99</td>
<td>Unknown</td>
</tr>
</tbody>
</table>
State Notice Addendum

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

Nationwide:

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

Other states:

Cities, Towns, Villages and Boroughs
CEDAR MILL COMMUNITY LIBRARY
CITY COUNTY INSURANCE SERVICES
CITY OF ADAIR VILLAGE
CITY OF ALBANY
CITY OF ASHLAND
CITY OF ASTORIA OREGON
CITY OF AUMSVILLE
CITY OF AURORA
CITY OF BEAVERTON
CITY OF BOARDMAN
CITY OF BURNS
CITY OF CANBY
CITY OF CANNON BEACH OR
CITY OF CANYONVILLE
CITY OF CENTRAL POINT POLICE DEPARTMENT
CITY OF CLATSKANIE
CITY OF COBURG
CITY OF CONDON
CITY OF COOS BAY
CITY OF CORVALLIS
CITY OF COTTAGE GROVE
CITY OF CRESWELL
CITY OF DALLAS
CITY OF DAMASCUS
CITY OF DUNDEE
CITY OF EAGLE POINT
CITY OF ECHO
CITY OF ESTACADA
CITY OF EUGENE
CITY OF FAIRVIEW
CITY OF FALLS CITY
CITY OF GATES
CITY OF GEARHART
CITY OF GERVIAIS
CITY OF GOLD HILL
CITY OF GRANTS PASS
CITY OF GRESHAM
CITY OF HAPPY VALLEY
CITY OF HILLSBORO
CITY OF HOOD RIVER
CITY OF JOHN DAY
CITY OF KLAMATH FALLS
CITY OF LA GRANDE
CITY OF LAKE OSWEGO
CITY OF LAKESIDE
CITY OF LEBANON
CITY OF MALIN
CITY OF MCMINNVILLE
CITY OF MEDFORD
CITY OF MILL CITY
CITY OF MILLERSBURG
CITY OF MILWAUKIE
CITY OF MORO
CITY OF MOSIER
CITY OF NEWBERG
CITY OF NORTH PLAINS
CITY OF OREGON CITY
CITY OF PHOENIX
CITY OF PILOT ROCK
CITY OF PORT ORFORD
CITY OF PORTLAND
CITY OF POWERS
CITY OF PRAIRIE CITY
CITY OF REDMOND
CITY OF REEDSPORT
CITY OF RIDDLE
CITY OF SALEM
CITY OF SANDY
CITY OF SANDY
CITY OF SCAPPOOSE
CITY OF SEASIDE
CITY OF SHADY COVE
CITY OF SHERWOOD
CITY OF SPRINGFIELD
CITY OF ST. PAUL
CITY OF STAYTON
CITY OF TIGARD, OREGON
CITY OF TUALATIN, OREGON
CITY OF WARRENTON
CITY OF WEST LINN/PARKS
CITY OF WILSONVILLE
CITY OF WINSTON
CITY OF WOOD VILLAGE
CITY OF WOODBURN
CITY OF YACHATS
FLORENCE AREA CHAMBER OF COMMERCE
GASTON RURAL FIRE DEPARTMENT
GLADSTONE POLICE DEPARTMENT
HOUSING AUTHORITY OF THE CITY OF SALEM
KEIZER POLICE DEPARTMENT
LEAGUE OF OREGON CITIES
MALIN COMMUNITY PARK AND RECREATION DISTRICT
METRO
MONMOUTH - INDEPENDENCE NETWORK
PORTLAND DEVELOPMENT COMMISSION
RAINIER POLICE DEPARTMENT
RIVERGROVE WATER DISTRICT
SUNSET EMPIRE PARK AND RECREATION
THE NEWPORT PARK AND RECREATION CENTER
TILLAMOOK PEOPLES UTILITY DISTRICT
TUALATIN VALLEY FIRE & RESCUE
WEST VALLEY HOUSING AUTHORITY

Counties and Parishes
ASSOCIATION OF OREGON COUNTIES
BENTON COUNTY
CLACKAMAS COUNTY DEPT OF TRANSPORTATION
CLATSOP COUNTY
COLUMBIA COUNTY, OREGON
COOS COUNTY HIGHWAY DEPARTMENT
CROOK COUNTY ROAD DEPARTMENT
CURRY COUNTY OREGON
DESHUTES COUNTY
DOUGLAS COUNTY
GILLIAM COUNTY
GILLIAM COUNTY OREGON
GRANT COUNTY, OREGON
HARNEY COUNTY SHERIFFS OFFICE
HOOD RIVER COUNTY
HOUSING AUTHORITY OF CLACKAMAS COUNTY
JACKSON COUNTY HEALTH AND HUMAN SERVICES
JEFFERSON COUNTY
KLAMATH COUNTY VETERANS SERVICE OFFICE
LAKE COUNTY
LANE COUNTY
LINCOLN COUNTY
LINN COUNTY
MARION COUNTY, SALEM, OREGON
MORROW COUNTY
MULTNOMAH COUNTY
MULTNOMAH COUNTY
MULTNOMAH LAW LIBRARY
NAMI LANE COUNTY
POLK COUNTY
SHERMAN COUNTY
UMATILLA COUNTY, OREGON
UNION COUNTY
WALLOWA COUNTY
WASCO COUNTY
WASHINGTON COUNTY
YAMHILL COUNTY
BOARD OF WATER SUPPLY
COUNTY OF HAWAII
MAUI COUNTY COUNCIL

Higher Education
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
CENTRAL OREGON COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLUMBIA GORGE COMMUNITY COLLEGE
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIV.
REED COLLEGE
ROGUE COMMUNITY COLLEGE
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TILLAMOOK BAY COMMUNITY COLLEGE
UMPOQA COMMUNITY COLLEGE
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
ARGOSY UNIVERSITY
BRIGHAM YOUNG UNIVERSITY - HAWAII
COLLEGE OF THE MARSHALL ISLANDS
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
UNIVERSITY OF HAWAII AT MANOA

K - 12
ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
BAKER SCHOOL DISTRICT 5-J
BANDON SCHOOL DISTRICT
BANKS SCHOOL DISTRICT
BEAVERTON SCHOOL DISTRICT
BEND / LA PINE SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADE ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO. 6
CENTRAL SCHOOL DISTRICT 13J
CLACKAMAS EDUCATION SERVICE DISTRICT
COOS BAY SCHOOL DISTRICT
COOS BAY SCHOOL DISTRICT NO.9
COQUILLE SCHOOL DISTRICT 8
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CRESWELL SCHOOL DISTRICT
CROSSROADS CHRISTIAN SCHOOL
CULVER SCHOOL DISTRICT NO.
DALLAS SCHOOL DISTRICT NO. 2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCUTES COUNTY SD NO.6 - SISTERS SD
DOUGLAS COUNTY SCHOOL DISTRICT 116
DOUGLAS EDUCATION SERVICE DISTRICT
DUFUR SCHOOL DISTRICT NO.29
ELKTON SCHOOL DISTRICT NO.34
ESTACADA SCHOOL DISTRICT NO.108
FOREST GROVE SCHOOL DISTRICT
GASTON SCHOOL DISTRICT 511J
GEN CONF OF SDA CHURCH WESTERN OR
GLADSTONE SCHOOL DISTRICT
GLENDALE SCHOOL DISTRICT
GLIDE SCHOOL DISTRICT NO.12
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM-BARLOW SCHOOL DISTRICT
HARNEY COUNTY SCHOOL DIST. NO.3
HARNEY EDUCATION SERVICE DISTRICT
HEAD START OF LANE COUNTY
HERITAGE CHRISTIAN SCHOOL
HIGH DESERT EDUCATION SERVICE DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LA GRANDE SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LANE COUNTY SCHOOL DISTRICT 69
LEBANON COMMUNITY SCHOOLS NO.9
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C - SCIO SD
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
MCMINNVILLE SCHOOL DISTRICT NO.40
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MOLALLA RIVER ACADEMY
MOLALLA RIVER SCHOOL DISTRICT NO.35
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DISTRICT
MT. ANGEL SCHOOL DISTRICT NO.91
MT.SCOTT LEARNING CENTERS
MULTISENSORY LEARNING ACADEMY
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE POINT SCHOOL DISTRICT NO.41
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH SANTIAM SCHOOL DISTRICT 29J
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
NYSSA SCHOOL DISTRICT NO.26
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NO.46
OUR LADY OF THE LAKE SCHOOL
PHILOMATH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NO.4
PORTLAND ADVENTIST ACADEMY
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAINIER SCHOOL DISTRICT
REDMOND PROFICIENCY ACADEMY
REDMOND SCHOOL DISTRICT
REEDSPORT SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SALEM-KEIZER PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SEVEN PEAKS SCHOOL
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT
SIUSLA W SCHOOL DISTRICT
SOUTH COAST EDUCATION SERVICE DISTRICT
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTH UMPQUA SCHOOL DISTRICT #19
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SOUTHWEST CHARTER SCHOOL
SPRINGFIELD SCHOOL DISTRICT NO.19
STANFIELD SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA-MORROW ESD
VERNONIA SCHOOL DISTRICT 47J
WEST HILLS COMMUNITY CHURCH
WEST LNN WILSONVILLE SCHOOL DISTRICT
WHITEAKER MONTESSORI SCHOOL
YONCALLA SCHOOL DISTRICT NO.32
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
EMMANUEL LUTHERAN SCHOOL
HANAHU`OLI SCHOOL
HAWAII TECHNOLOGY ACADEMY
ISLAND SCHOOL
KAMEHAMEHA SCHOOLS
KE KULA O S. M. KAMAKAU
MARYKNOLL SCHOOL
PACIFIC BUDDHIST ACADEMY

Nonprofit & Other
211INFO
ACUMENTRA HEALTH
ADDICTIONS RECOVERY CENTER, INC
ALLFOURSE/CRESTVIEW CONFERENCE CTR.
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
ALZHEIMERS NETWORK OF OREGON
ASHLAND COMMUNITY HOSPITAL
ATHENA LIBRARY FRIENDS ASSOCIATION
BARLOW YOUTH FOOTBALL
BAY AREA FIRST STEP, INC.
BENTON HOSPICE SERVICE
BETHEL CHURCH OF GOD
BIRCH COMMUNITY SERVICES, INC.
BLACHLY LANE ELECTRIC COOPERATIVE
BLIND ENTERPRISES OF OREGON
BONNEVILLE ENVIRONMENTAL FOUNDATION
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
BROAD BASE PROGRAMS INC.
CANBY FOURSQUARE CHURCH
CANCER CARE RESOURCES
CASCADIA BEHAVIORAL HEALTHCARE
CASCADIA REGION GREEN BUILDING COUNCIL
CATHOLIC CHARITIES
CATHOLIC COMMUNITY SERVICES
CENTER FOR COMMUNITY CHANGE
CENTER FOR RESEARCH TO PRACTICE
CENTRAL BIBLE CHURCH
CENTRAL CITY CONCERN
CENTRAL DOUGLAS COUNTY FAMILY YMCA
CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
CHILDPEACE MONTESSORI
CITY BIBLE CHURCH
CLACKAMAS RIVER WATER
CLASSROOM LAW PROJECT
COAST REHABILITATION SERVICES
COLLEGE HOUSING NORTHWEST
COLUMBIA COMMUNITY MENTAL HEALTH
COMMUNITY ACTION ORGANIZATION
COMMUNITY ACTION TEAM, INC.
COMMUNITY CANCER CENTER
COMMUNITY HEALTH CENTER, INC
COMMUNITY VETERINARY CENTER
CONFEDERATED TRIBES OF GRAND RONDE
CONSERVATION BIOLOGY INSTITUTE
CONTEMPORARY CRAFTS MUSEUM AND GALLERY
CORVALLIS MOUNTAIN RESCUE UNIT
COVENANT CHRISTIAN HOOD RIVER
COVENANT RETIREMENT COMMUNITIES
DECISION SCIENCE RESEARCH INSTITUTE, INC.
DELIGHT VALLEY CHURCH OF CHRIST
DOGS FOR THE DEAF, INC.
DOUGLAS ELECTRIC COOPERATIVE, INC.
EAST HILL CHURCH
EAST SIDE FOURSQUARE CHURCH
EAST WEST MINISTRIES INTERNATIONAL
EDUCATIONAL POLICY IMPROVEMENT CENTER
ELMIRA CHURCH OF CHRIST
EMERALD PUD
EMMAUS CHRISTIAN SCHOOL
EN AVANT, INC.
ENTERPRISE FOR EMPLOYMENT AND EDUCATION
EUGENE BALLET COMPANY
EUGENE SYMPHONY ASSOCIATION, INC.
EUGENE WATER & ELECTRIC BOARD
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
FAIR SHARE RESEARCH AND EDUCATION FUND
FAITH CENTER
FAITHFUL SAVIOR MINISTRIES
FAMILIES FIRST OF GRANT COUNTY, INC.
FANCONI ANEMIA RESEARCH FUND INC.
FARMWORKER HOUSING DEV CORP
FIRST CHURCH OF THE NAZARENE
FIRST UNITARIAN CHURCH
FORD FAMILY FOUNDATION
FOUNDATIONS FOR A BETTER OREGON
FRIENDS OF THE CHILDREN
GATEWAY TO COLLEGE NATIONAL NETWORK
GOAL ONE COALITION
GOLD BEACH POLICE DEPARTMENT
GOOD SHEPHERD COMMUNITIES
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
GRACE BAPTIST CHURCH
GRANT PARK CHURCH
GRANTS PASS MANAGEMENT SERVICES, DBA
GREATER HILLSBORO AREA CHAMBER OF COMMERCE
HALFWAY HOUSE SERVICES, INC.
HEARING AND SPEECH INSTITUTE INC
HELP NOW! ADVOCACY CENTER
HIGHLAND HAVEN
HIGHLAND UNITED CHURCH OF CHRIST
HIV ALLIANCE, INC
HOUSING AUTHORITY OF LINCOLN COUNTY
HOUSING AUTHORITY OF PORTLAND
HOUSING NORTHWEST
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
IRCO
JASPER MOUNTAIN
JUNIOR ACHIEVEMENT
KLAMATH HOUSING AUTHORITY
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
LA GRANDE UNITED METHODIST CHURCH
LANE ELECTRIC COOPERATIVE
LANE MEMORIAL BLOOD BANK
LANECO FEDERAL CREDIT UNION
LAUREL HILL CENTER
LIFEWORKS NW
LIVING WAY FELLOWSHIP
LOAVES & FISHES CENTERS, INC.
LOCAL GOVERNMENT PERSONNEL INSTITUTE
LOOKING GLASS YOUTH AND FAMILY SERVICES
MACDONALD CENTER
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
METRO HOME SAFETY REPAIR PROGRAM
METROPOLITAN FAMILY SERVICE
MID COLUMBIA COUNCIL OF GOVERNMENTS
MID-COLUMBIA CENTER FOR LIVING
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
MORNING STAR MISSIONARY BAPTIST CHURCH
MORRISON CHILD AND FAMILY SERVICES
MOSAIC CHURCH
NATIONAL PSORIASIS FOUNDATION
NATIONAL WILD TURKEY FEDERATION
NEW AVENUES FOR YOUTH INC
NEW BEGINNINGS CHRISTIAN CENTER
NEW HOPE COMMUNITY CHURCH
NEWBERG FRIENDS CHURCH
NORTH BEND CITY-COOS/URRY HOUSING AUTHORITY
NORTHWEST FOOD PROCESSORS ASSOCIATION
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
NORTHWEST REGIONAL EDUCATIONAL LABORATORY
NORTHWEST YOUTH CORPS
OCHIN
OHSU FOUNDATION
OLIVET BAPTIST CHURCH
OMNIMEDIX INSTITUTE
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
OREGON BALLET THEATRE
OREGON CITY CHURCH OF THE NAZARENE
OREGON COAST COMMUNITY ACTION
OREGON DEATH WITH DIGNITY
OREGON DONOR PROGRAM
OREGON EDUCATION ASSOCIATION
SISKIYOU INITIATIVE
SMART
SOCIAL VENTURE PARTNERS PORTLAND
SONRISE CHURCH
SOUTH COAST HOSPICE, INC.
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
SOUTHERN OREGON HUMANE SOCIETY
SPARC ENTERPRISES
SPIRIT WIRELESS
SPONSORS, INC.
SPOTLIGHT THEATRE OF PLEASANT HILL
SPRINGFIELD UTILITY BOARD
ST VINCENT DE PAUL
ST. ANTHONY CHURCH
ST. ANTHONY SCHOOL
ST. MARYS OF MEDFORD, INC.
ST. VINCENT DEPAUL OF LANE COUNTY
STAND FOR CHILDREN
STAR OF HOPE ACTIVITY CENTER INC.
SUMMIT VIEW COVENANT CHURCH
SUNNYSIDE FOURSQUARE CHURCH
SUNRISE ENTERPRISES
SUSTAINABLE NORTHWEST
TENAS ILLAHEE CHILDCARE CENTER
THE EARLY EDUCATION PROGRAM, INC.
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
THE NEXT DOOR
THE OREGON COMMUNITY FOUNDATION
THE SALVATION ARMY - CASCADE DIVISION
TILLAMOOK CNTY WOMENS CRISIS CENTER
TILLAMOOK ESTUARIES PARTNERSHIP
TOUCHSTONE PARENT ORGANIZATION
TRAILS CLUB
TRAINING EMPLOYMENT CONSORTIUM
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
TRILLIUM FAMILY SERVICES, INC.
UMPQUA COMMUNITY DEVELOPMENT CORPORATION
UNION GOSPEL MISSION
UNITED CEREBRAL PALSY OF OR AND SW WA
UNITED WAY OF THE COLUMBIA WILLAMETTE
US CONFERENCE OF MENONNITE BRETHREN CHURCHES
US FISH AND WILDLIFE SERVICE
USAGENCIES CREDIT UNION
VERMONT HILLS FAMILY LIFE CENTER
VIRGINIA GARCIA MEMORIAL HEALTH CENTER
VOLUNTEERS OF AMERICA OREGON
WE CARE OREGON
WESTERN RIVERS CONSERVANCY
WESTERN STATES CENTER
WESTSIDE BAPTIST CHURCH
WILD SALMON CENTER
WILLAMETTE FAMILY
WILLAMETTE VIEW INC.
WOODBURN AREA CHAMBER OF COMMERCE
WORD OF LIFE COMMUNITY CHURCH
WORKSYSTEMS INC
YOUTH GUIDANCE ASSOC.
YWCA SALEM
ALCOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
ALOHACARE
AMERICAN LUNG ASSOCIATION
BISHOP MUSEUM
BUILDING INDUSTRY ASSOCIATION OF HAWAII
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST EAH, INC.
EASTER SEALS HAWAII
GOODWILL INDUSTRIES OF HAWAII, INC.
HABITAT FOR HUMANITY MAUI
HALE MAHAOLU
HAROLD K.L. CASTLE FOUNDATION
HAWAII AGRICULTURE RESEARCH CENTER
HAWAII EMPLOYERS COUNCIL
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
HONOLULU HABITAT FOR HUMANITY
IUPAT, DISTRICT COUNCIL 50
LANAKILA REHABILITATION CENTER INC.
LEEWARD HABITAT FOR HUMANITY
MAUI COUNTY FCU
MAUI ECONOMIC DEVELOPMENT BOARD
MAUI ECONOMIC OPPORTUNITY, INC.
MAUI FAMILY YMCA
NA HALE O MAUI
NA LEI ALOHA FOUNDATION
NETWORK ENTERPRISES, INC.
ORI ANUENUE HALE, INC.
PARTNERS IN DEVELOPMENT FOUNDATION
POLYNESIAN CULTURAL CENTER
PUNAHOU SCHOOL
ST. THERESA CHURCH
WAIANAE COMMUNITY OUTREACH
WAILUKU FEDERAL CREDIT UNION
YMCA OF HONOLULU

Special/Independent Districts
BAY AREA HOSPITAL DISTRICT
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT
CHEHALEM PARK AND RECREATION DISTRICT
CITY COUNTY INSURANCE SERVICES
CLEAN WATER SERVICES
COLUMBIA 911 COMMUNICATIONS DISTRICT
COLUMBIA RIVER PUD
DESHUTES COUNTY RFPD NO.2
DESHUTES PUBLIC LIBRARY SYSTEM
EAST MULTNOMAH SOIL AND WATER CONSERVANCY
GASTON RURAL FIRE DEPARTMENT
GLADSTONE POLICE DEPARTMENT
GLENDALE RURAL FIRE DISTRICT
HOODLAND FIRE DISTRICT NO.74
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
KLAMATH COUNTY 9-1-1
LANE EDUCATION SERVICE DISTRICT
LANE TRANSIT DISTRICT
MALIN COMMUNITY PARK AND RECREATION DISTRICT
MARION COUNTY FIRE DISTRICT #1
METRO
METROPOLITAN EXPOSITION-RECREATION COMMISSION
MONMOUTH - INDEPENDENCE NETWORK
MULTONAH COUNTY DRAINAGE DISTRICT #1
NEAH KAH NIE WATER DISTRICT
NW POWER POOL
OAK LODGE WATER DISTRICT
OR INT'L PORT OF COOS BAY
PORT OF ST HELENS
PORT OF UMPQUA
REGIONAL AUTOMATED INFORMATION NETWORK
RIVERGROVE WATER DISTRICT
SALEM AREA MASS TRANSIT DISTRICT
SANDY FIRE DISTRICT NO. 72
SUNSET EMPIRE PARK AND RECREATION
THE NEWPORT PARK AND RECREATION CENTER
THE PORT OF PORTLAND
TILLAMOOK PEOPLES UTILITY DISTRICT
TUALATIN HILLS PARK AND RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
UNION SOIL & WATER CONSERVATION DISTRICT
WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
WEST VALLEY HOUSING AUTHORITY
WILLAMALANE PARK AND RECREATION DISTRICT
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

State Agencies
BOARD OF MEDICAL EXAMINERS
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
ARRA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS

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

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

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

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

BUY AMERICA REQUIREMENT
Contractor/Grantee agrees that pursuant to Section 1605 of Title XV of the Recovery Act,
neither Contractor/Grantee nor its subcontractors/subgrantees will use Recovery Act
funds for a project for the construction, alternation, maintenance, or repair of a public
building or public work unless all of the iron, steel and manufactured goods used in the
project are produced in the United States in a manner consistent with United States
obligations under international agreements. This requirement shall be applied unless the
use of alternative materials has been approved by a federal agency pursuant to Section
1605.

CONFLICTING REQUIREMENTS
Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with
County requirements, the Recovery Act requirements shall control.

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

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

INSPECTION OF RECORDS
Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor/Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

JOB POSTING REQUIREMENTS
Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to post jobs created and retained as a result of stimulus funds on the State of California website (www.recovery.ca.gov).

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

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

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

b. The amount of Recovery Act funds that were expended or obligated during the Reporting Period;
ARRA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS

c. A detailed list of all projects or activities for which Recovery Act funds were expended or obligated, including:
   i. the name of the project or activity;
   ii. a description of the project or activity;
   iii. an evaluation of the completion status of the project or activity; and
   iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;

d. For any subcontracts or subgrants equal to or greater than $25,000:
   i. The name of the entity receiving the subaward;
   ii. The amount of the subaward;
   iii. The transaction type;
   iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
   v. Program source;
   vi. An award title descriptive of the purpose of each funding action;
   vii. The location of the entity receiving the subaward;
   viii. The primary location of the subaward, including the city, state, congressional district and country; and
   ix. A unique identifier of the entity receiving the sub-award and the parent entity of Contractor/Grantee, should the entity be owned by another.
   x. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) $25M or more in annual gross revenue from Federal awards.

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

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

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

ARRA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS

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

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

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