COMPETITIVE SOLICITATION

BY CITY OF MESQUITE

FOR

COMPREHENSIVE ENERGY CONSULTING AND MANAGEMENT SERVICES

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP # 2013-069
REQUEST FOR PROPOSALS (RFP) NO. 2013-069

CLOSING DATE AND TIME: April 18, 2013 - 2:00 P.M.

COMPREHENSIVE ENERGY CONSULTING AND MANAGEMENT SERVICES

PROPOSALS SHALL BE SUBMITTED ON THIS FORM

The City of Mesquite, Texas invites sealed proposals from all qualified vendors desiring to furnish the City with the Comprehensive Energy Consulting and Management Services, complying with the following specifications as listed herein.

A pre-proposal conference will be held at 9:00 a.m. on Wednesday, April 3, 2013 in the Third Floor Training Conference Room A located at 757 N. Galloway Avenue, Mesquite, TX 75149. Although it is not required, prospective Proposers are encouraged to attend this conference.

Sealed copies of the bid proposal may be submitted by courier or hand delivered to Le Sealey, Manager of Purchasing, City of Mesquite, 1515 N. Galloway Avenue, Mesquite, Texas 75149. Proposals may also be mailed to Le Sealey, Manager of Purchasing, City of Mesquite, P.O. Box 850137, Mesquite, Texas 75185-0137. Mark envelope in lower left corner "RFP NO.2013-069; COMPREHENSIVE ENERGY CONSULTING AND MANAGEMENT SERVICES," so that the proposals will not be opened until the appointed hour. Proposals may also be submitted by courier, hand delivered in a sealed envelope or box to Le Sealey, Manager of Purchasing, City of Mesquite, 1515 N. Galloway Avenue, Mesquite, Texas 75149. Proposals submitted must be received before proposal closing on Thursday, April 18, 2013 at 2:00 p.m. Faxed bid proposals will not be accepted.
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PROPOSAL COVER SHEET

COMPREHENSIVE ENERGY CONSULTING AND MANAGEMENT SERVICES

This Proposal submitted by:

Name of Organization: ___________________________________________

Address:   ___________________________________________
   ___________________________________________
   ___________________________________________

City/State/Zip:   ___________________________________________

Phone:    ___________________________________________

Fax:    ___________________________________________

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

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

___________________________________
Vendor Legally Authorized Signature

___________________________________
Print Name

___________________________________
Title

___________________________________
Date
INTRODUCTION AND BACKGROUND

OVERVIEW

1. MASTER AGREEMENT

City of Mesquite, Texas (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 Comprehensive Energy Consulting and Management Services (herein “Services”).

2. OBJECTIVES

A. Provide a comprehensive competitively solicited Master Agreement offering of 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 services.

3. GENERAL DEFINITION OF SERVICES AND SOLUTIONS

Suppliers are to propose the broadest possible selection of COMPREHENSIVE ENERGY CONSULTING AND MANAGEMENT SERVICES they offer. The intent of this solicitation is to provide Participating Public Agencies with services and solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing the Services as defined in this RFP, including but not limited to:

A. Analyzing, defining, and monitoring all elements of energy exposure as well as understanding consumption, including (but not limited to) the consumption of electricity, natural gas and refined products (such as heating oil, gasoline and diesel) and the emission of greenhouse gases. Acting as an Energy Manager (EM), Supplier is to provide strategic value and insight. It is responsible for providing an external perspective, benchmarking, third party pricing validation as well as purchasing and energy efficiency recommendations.
INTRODUCTION AND BACKGROUND

OVERVIEW

B. Designing a comprehensive energy management plan, including (but not limited to) energy procurement including electricity, natural gas and other energy commodities including the purchase of renewable energy credits and renewable energy, demand response, demand-side management, energy data management services and solutions, aggregation strategies and services, customer advocacy, supply strategies, risk assessment, contract review and negotiation assistance, market research and bill auditing.

C. Implementing the plan, and monitoring and adjusting over the course of the contract, including (but not limited to) running an efficient procurement process where vetted Energy Suppliers compete for the business of Participating Public Agencies.

D. Related Services and Solutions – The complete range of services and solutions available from the Supplier.
4. U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality 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/service bids and selection, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

| North Carolina State University, NC | Cape May County, NJ |
| City of Los Angeles, CA | City of Houston, TX |
| Cobb County, GA | Los Angeles County, CA |
| Denver Public Schools, CO | Maricopa County, AZ |
| Fresno Unified School District, CA | Miami-Dade County, FL |
| City and County of Denver, CO | Salem-Keizer School District, OR |
| Emory University, GA | San Diego Unified School District, CA |
| Fairfax County, VA | City of Seattle, WA |
| Harford County Public Schools, MD | Great Valley School District, PA |
| City of Kansas City, MO | Auburn University, AL |
| Hennepin County, MN | City of San Antonio, TX |
| Collier County Public Schools, FL | Orange County, NY |
INTRODUCTION AND BACKGROUND
U.S. COMMUNITIES

Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over $1.3 Billion Dollars in products and services annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

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

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

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies’ Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached in Exhibit 2.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $50 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products and services required to be purchased under the proposed Master Agreement, City of Mesquite and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2012 purchased more than $139 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 and services 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,
INTRODUCTION AND BACKGROUND

U.S. COMMUNITIES

national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.

- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

Marketplace

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

Multiple Awards

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

Evaluation of Proposals

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

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

5. SUPPLIERS

Commitments

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

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

(a) **Corporate Commitment.**

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

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

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

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

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

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

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.
SUPPLIER QUALIFICATIONS
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(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state’s request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) Pricing Commitment.

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

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

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

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

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

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

COMMITMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto in Exhibit 2) prior to the award of the U.S. Communities contract. The Agreement outlines the Supplier’s general duties and responsibilities in implementing the U.S. Communities contract.

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

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

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

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

C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 15 U.S. states?
   YES____ NO____

D. Did your company have sales greater than $20 million last year in the United States?
   YES____ NO____

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

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

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

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

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

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

Submitted by:

(Printed Name) ___________________________________ (Signature) __________________________

(Title) ___________________________________ (Date) __________________________
## New Supplier Implementation Checklist

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<thead>
<tr>
<th>New Supplier Implementation Checklist</th>
<th>Target Completion After Award</th>
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<tbody>
<tr>
<td><strong>1. First Conference Call</strong></td>
<td>One Week</td>
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<tr>
<td>Discuss expectations</td>
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<td>Establish initial contact people &amp; roles</td>
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<td>Outline kickoff plan</td>
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<td>Establish WebEx training date</td>
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<td><strong>2. Second Conference Call</strong></td>
<td>One Week</td>
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<tr>
<td>Review Contract Commitments</td>
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<td><strong>3. Executed Legal Documents</strong></td>
<td>One Week</td>
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<tr>
<td>U.S. Communities Administration Agreement</td>
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<td>Lead Public Agency agreement signed</td>
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<td><strong>4. Supplier Login Established</strong></td>
<td>One Week</td>
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<tr>
<td>Complete Supplier Set Up form</td>
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<td>Complete user account &amp; user ID form</td>
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<td><strong>5. Initial Sr. Management Meeting</strong></td>
<td>Two Weeks</td>
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<tr>
<td>Implementation Process Progress</td>
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<tr>
<td>U.S. Communities &amp; Supplier Organizational Overview</td>
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<td>Supplier Manager to review and further discuss commitments</td>
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<tr>
<td><strong>6. Initial National Account Manager (NAM) &amp; Staff Training Meetings</strong></td>
<td>Two Weeks</td>
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<tr>
<td>Discuss expectations, roles &amp; responsibilities</td>
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<tr>
<td>Introduce and review web-based tools</td>
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<tr>
<td>Review process &amp; expectations with NAM and lead referral person</td>
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<tr>
<td><strong>7. Review Top Joint Target Opportunities</strong></td>
<td>Four Weeks</td>
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<td>Top 10 local contracts</td>
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<tr>
<td>Review top U.S. Communities Participating Public Agencies (PPA)</td>
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<tr>
<td><strong>8. Program Contact Requirements</strong></td>
<td>One Week</td>
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<tr>
<td>Supplier contacts communicated to U.S. Communities Staff</td>
<td></td>
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<tr>
<td>Dedicated email</td>
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<td>Dedicated toll free number</td>
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<td>Dedicated fax number</td>
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<td><strong>9. Web Development</strong></td>
<td></td>
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<tr>
<td>Initiate IT contact</td>
<td>One Week</td>
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<tr>
<td>Initiate E-Commerce Conversation</td>
<td>One Week</td>
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<tr>
<td>Begin Website construction</td>
<td>Two Weeks</td>
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<tr>
<td>Website final edit</td>
<td>Five Weeks</td>
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<tr>
<td>Product/Service upload to U.S. Communities site</td>
<td>Five Weeks</td>
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<tr>
<td><strong>10. Sales Training &amp; Roll Out</strong></td>
<td></td>
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<tr>
<td>Program Manager (PM) briefing - Coordinate with NAM</td>
<td>Five Weeks</td>
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<tr>
<td>Initial remote WebEx training for all sales - Coordinate with NAM</td>
<td>Three Weeks</td>
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<tr>
<td>Establish 90-day face-to-face training plan/strategy session for all</td>
<td>Two Weeks</td>
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</tbody>
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## SUPPLIER QUALIFICATIONS
### NEW SUPPLIER IMPLEMENTATION CHECKLIST

<table>
<thead>
<tr>
<th>sales –with NAM &amp; PM</th>
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<tr>
<td>Top 10 metro areas - Coordinate with NAM &amp; PM</td>
</tr>
<tr>
<td>Initiate contact with Advisory Board (AB) members</td>
</tr>
</tbody>
</table>

**Four Weeks**

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

**Six Weeks**

<table>
<thead>
<tr>
<th>12. Green Initiative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify Green Products/Services</td>
</tr>
<tr>
<td>- Certifications</td>
</tr>
<tr>
<td>- New product/service identification</td>
</tr>
<tr>
<td>Identify green expert</td>
</tr>
<tr>
<td>Green reporting</td>
</tr>
<tr>
<td>Upload product/services to U.S. Communities website</td>
</tr>
<tr>
<td>- Product/service description</td>
</tr>
<tr>
<td>- Picture</td>
</tr>
<tr>
<td>- SKU</td>
</tr>
<tr>
<td>Green marketing material</td>
</tr>
<tr>
<td>- Approved by U.S. Communities</td>
</tr>
<tr>
<td>- Printed/ Images</td>
</tr>
<tr>
<td>- Articles/ Best Practices/ Supplier internal green practices</td>
</tr>
<tr>
<td>- Workshops</td>
</tr>
<tr>
<td>- Green tradeshows</td>
</tr>
<tr>
<td>- 3rd Party green vendors</td>
</tr>
</tbody>
</table>

**Two Weeks**

**Four Weeks**

**Six Weeks**
SUPPLIER INFORMATION

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

Company

1. Total number and location of consultants/specialists employed by your company in the United States;

Example:

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

2. Annual sales for 2010, 2011 and 2012 in the United States; Sales reporting should be segmented into the following categories:

<table>
<thead>
<tr>
<th>Segment</th>
<th>2010 Sales</th>
<th>2011 Sales</th>
<th>2012 Sales</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Counties</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K-12 (Public/Private)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Higher Education (Public/Private)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>States</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Public Sector and Nonprofits</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Sector</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Supplier Sales</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


4. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

5. Provide any details of all past or pending litigation or claims filed against your company that would affect your company’s performance under this Contract.
SUPPLIER INFORMATION

6. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.

7. Does your company have any contractual, business or personal relationship with any Retail Energy Providers that present a conflict of interest in you representing the best interests of Participating Public Agencies? If yes, please explain.

8. 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.

9. Provide a list with contact information of any contracts lost within the last year due to performance issues.

Distribution

1. Describe your company’s relationships with energy providers.

2. Describe any work that is subcontracted by your company. Please include the name and location of subcontractors.

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

Marketing

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

2. Explain how your company will educate its national consultants/specialists team 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.

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


   a. Describe how your company evaluates current market conditions and identifies optimum energy procurement strategies which will allow Participating Public Agencies to achieve optimum cost and reliability benefits in the procurement of energy resources.

   b. Describe how your company can assist Participating Public Agencies with the development of a plan for procurement and delivery of natural gas, oil and electricity to Participating Public Agency facilities. Provide an example of a plan which considers opportunities for Participating Public Agencies resulting from current developments in the energy markets. The example plan should also analyze the use of various energy pricing products. The plan should recommend a strategy for Participating Public Agencies to use when procuring natural gas, oil and electricity in order to achieve optimum cost and reliability benefits.

   c. Describe how your company can assist with the development of one or more procurement solicitation(s) for the supply of energy sources to Participating Public Agency facilities.

   d. Describe how your company can assist with the evaluation of responses to the procurement solicitation(s) with particular emphasis on evaluation of the financial viability and reliability of potential energy suppliers.

   e. Describe how your company can assist with contract negotiation and formation.

   f. Describe how your company can assist with market monitoring and price management services as necessary.

   g. Describe how your company can assist with analyzing retail providers’ utility rates and programs.

   h. Describe how your company can execute and manage the ongoing day-to-day details of securing energy supply contracts on behalf of Participating Public Agency facilities.

   i. Describe how your company can assist with developing a contract focused on implementing measureable goals and objectives of managing energy consumption, load profiles, budget, account management and auditing energy bills.

   j. Describe how your company can assist with researching alternative energy options.

   k. Describe how your company can evaluate and suggest alternatives in terms of price and delivery options.

   l. Describe how your company can measure and evaluate energy market risks and opportunities; provide expert market evaluation and recommendations with data analysis to minimize risk and seize market opportunities in the procurement of natural gas, electricity and other energy sources.

   m. Describe how your company can assist with invoice processing to verify the accuracy of supplier and utility invoices, ensuring transparent and accurate billing and as well as help to resolve billing issues.
SUPPLIER INFORMATION

n. Describe how your company analyzes the energy costs for potential new sites and gives objective advice related to infrastructure facilities such as natural gas pipelines, compressor stations, storage facilities, on-site fuel systems, substations and on-site generation. Describe how you will negotiate with utilities, pipelines and suppliers to arrive at the best pricing and reliability possible.

o. Describe what assistance you will require from Participating Public Agencies for Comprehensive Energy Consulting and Management Services.

2. Describe any additional Comprehensive Energy Consulting and Management Services offered by your company.

3. Describe any related services and solutions offered by your company.

4. Describe the capacity of your company to broaden the scope of the contract and keep the service offerings current and ensure that latest emerging technologies and trends for Energy Consulting and Management Services.

Quality

1. Describe your company’s quality control processes.

2. Describe the methodology your company uses to provide evidence of compliance and effectiveness.

3. Describe your problem escalation process.

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

5. Describe any anticipated issues in servicing Participating Public Agencies and how you plan to manage these issues.

6. Describe any service warranties, if applicable.

Administration

1. Provide a listing of any existing multi-state cooperative purchasing program contracts held by your company, if any, and provide the entity’s name(s) and provide a description of the type of contract held.

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

3. Describe the capacity of your company to provide all reporting as mandated by State or federal governments.

4. Describe the capacity of your company to provide management reports for each Participating Public Agency.
SUPPLIER INFORMATION

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

National Staffing Plan

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

Local Staffing Plan

For the City of Mesquite, full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work for this contract should be identified. Information is required that will show the composition of the task or work group, specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this contract. The technical areas, character and extent of participation by any subcontractor or consultant activity must be identified. Resumes of staff and proposed consultants are required that will indicate education, background, and recent relevant experience in providing energy consulting services. Current contact information is to be included.

Environmental

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

2. Describe how your company can assist Participating Public Agencies with solutions to strengthen sustainability efforts by establishing a sustainability baseline, defining long-term goals and developing a framework to maximize results.

3. Describe how your company can assist with minimizing carbon footprint, solid waste management and water and waste water management.

4. Describe any other services your company can offer to assist with sustainability.

Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.
1. If you have questions regarding the preparation of your proposal you may contact Le Sealey, Manager of Purchasing, at 972-216-6394.

2. Terms and Definitions: Throughout the solicitation documents, there are terms which are synonymous and interchangeable, such as “Vendor” or “Supplier” and “Contractor,” “Proposer” and “Bidder,” “Proposal” and “Bid,” and “Agreement” or “Master Agreement” and “Contract.”

3. Vendors who do not respond to this particular proposal, but who want to remain on our mailing list for future opportunities shall indicate “NO PROPOSAL” on the face of this page by putting the date and signed by the authorized representative of your company and return this page to the Purchasing office. Your assistance in this matter is greatly appreciated.

4. Protection of Resident Workers: The City of Mesquite actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

5. Laws and Ordinances: The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work, and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

6. Mailed proposals must be received per Proposal Information Section, Paragraph 8.1, prior to the closing date and time to be considered. Mailed proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFP. The City of Mesquite will not be responsible for mail delivered from the post office. Proposals received after the published time and date cannot be considered and will be returned unopened.

7. Proposals will be received and publicly acknowledged at the location, date and time stated above. Only the name of the proposers responding to this request for proposal shall be released at the proposal opening. Other information submitted by the proposer shall not be released by the City during the proposal evaluation process or prior to contract award.
8. Proposer shall attach official documentation from the State of Texas or other qualified certification agency of M/WBE status of your company with bid/proposal. This data is for informational purposes only and will not affect the bid proposal award.

9. A completed W-9 form will be required within five business days by the apparent low proposer once notification has been received.

10. In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.

11. The attached Non-Exclusion Affidavit for Vendors must be signed, notarized and submitted with bid proposal.

12. A representative of the proposing entity who is authorized to enter into contract on behalf of the proposing entity must manually sign proposals in ink. The person signing the proposal must indicate his/her title along with signature. Proposals received without proper signature will not be considered.

13. Any ambiguity in the bid proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and all conditions shall be construed in favor of the City.

14. The City of Mesquite reserves the right to reject any and all proposals, waive formalities and to make award of bid proposal as may be deemed to the best advantage of the City. No proposal may be withdrawn within ninety (90) days after date of opening.

15. The City is not liable for any cost incurred by Proposers in replying to this RFP. This includes costs to determine the nature of the proposal, submitting, negotiating, presentations or any other costs a vendor would incur in responding to the RFP.

16. Proposers shall complete all information requested and blanks provided shall be filled in on the provided forms. Failure to completely describe the merchandise and or services being proposed may result in rejection of your bid proposal.

17. The City is exempt from all sales and excise taxes.

18. The City of Mesquite reserves the right to evaluate variations from these specifications. If exceptions are made, proposer shall state wherein the merchandise and or services fail to meet these specifications. Failure to completely describe the merchandise and or services being proposed may result in rejection of your proposal.
19. It shall be understood all proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charges and proposal or referencing information submitted in response to this RFP shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a governmental entity, the City is subject to any and all laws regarding making records available for disclosure.

20. All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated in the RFP. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the Texas Open Records Law and other applicable state statutes.

21. Quantities are estimated and based on projected usage. It is specifically understood and agreed that these quantities are approximate and any increased quantities will be paid at the regular quoted price. The contractor shall not have any claim against the City of Mesquite for any quantities ordered that are less than the estimated bid proposal amount.

22. It is the vendor’s responsibility to check for any addendums that might have been issued before the proposal closing date and time.

23. Cooperative Purchasing: As permitted under the Texas Local Government Code, Chapter 791025, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). The City of Mesquite shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

24. The proposal evaluation process will occur after the closing date. The City’s evaluation and clarification process will commence. An evaluation team will review the proposals. Financial terms will not be the sole determining factor in this award. Other criteria described in this RFP will be considered, as well as any other factors the evaluation team determines may affect the suitability of the proposal for the City’s requirements. A Proposer’s submission of a proposal constitutes their acceptance of the evaluation technique.

25. Prices quoted shall prevail for the first 365 days of the contract; one (1) year starting after proposal is awarded by City Council to the successful proposer.

26. The insurance requirements are included in the proposal document. Proposers agree to provide and to maintain the required types of insurance for the term of the contract. An original certificate of insurance will be required within 10 business days by the apparent low proposer once notification has been received.
27. Termination for Default: The City of Mesquite reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. City of Mesquite reserves the right to terminate the contract with 30 day’s written notice in the event the successful proposer fails to:
   a. Meet delivery or completion schedules
   b. Otherwise perform in accordance with the accepted proposal
Breach of contract or default authorizes the City to award to another proposer, purchase elsewhere, and charge the full increase in cost to the defaulting proposer.

28. The City of Mesquite Sample Contract form is included for proposers’ information so that proposers may be familiar with its contents and requirements. Proposer shall not fill in or execute this contract at time of proposal submittal. Upon award of the proposal, the awarded vendor will be required to execute the contract.
SPECIAL PROVISIONS

1. **Price escalation:** The City of Mesquite favors fixed pricing. Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract anniversary date. Requests for adjustment in cost of services must be substantiated and justified and must be approved by the City Purchasing Manager. Price escalation will be made under the following conditions: 1) no request for a price escalation will be considered for the first 365 days of the contract period; 2) Contractor will be required to provide written confirmation from his supplier indicating the exact percentage of increase as well as the effective date of the escalation; and 3) The City reserves the right to accept or reject the price increase.

2. **DISCLOSURE OF CONFLICT OF INTEREST AND COMPLIANCE WITH ALL OTHER APPLICABLE LAWS**

Proposer shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Bidder/Proposer or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. In particular, Bidder/Proposer is put on notice that City will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as the “Act”) requiring any person who contracts or seeks to contract with the City to disclose potential conflicts of interest as defined in the Act by completing the Conflict of Interest Questionnaire included in this bid proposal and returning it to the City in accordance with the provisions of the Act. Failure to comply with any applicable laws, including the provisions of the Act, may result in: i) the forfeiture by Bidder/Proposer of all benefits of the Contract; ii) the retainage by City of all services performed by Bidder/Proposer and iii) the recovery by City of all consideration, or the value of all consideration, paid to Bidder/Proposer pursuant to any awarded contract.

The attached Conflict of Interest Questionnaire shall be submitted with the bid proposal submittal. It is the responsibility of the vendor to submit the form.

3. The successful proposer’s rights and duties awarded by the contract may not be assigned to another without written consent of the City signed by the City’s authorized agent. Such consent shall not relieve the assigned of liability in the event of default by the assignee.

4. Any deviations from specifications and alternate proposals must be clearly shown with complete information provided by the proposer. They may or may not be considered by the City.

5. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract.
All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.

6. The City shall have the right to add and/or delete services provided under this Contract. If a service is deleted, payment to the successful Vendor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services are required from this Contract, prices for such additions will be negotiated between the Vendor and the City.

7. The City reserves the right to require additional technical and pricing information and negotiate all elements which comprise the Vendor’s proposal to ensure that the best possible consideration be afforded to all concerned. The City reserves the right to accept all or part of any proposal, to reject any or all proposals and to re-solicit for proposals.

8. Proposers shall submit a total of five (5) references.
PROPOSAL INFORMATION

1. SCOPE OF CONTRACT:

1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish a cooperative contract or contracts for Comprehensive Energy Consulting and Management Services for City of Mesquite, Texas and on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.

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

2. MINIMUM QUALIFICATIONS:

2.1. The following minimum qualifications must be present for a Supplier to be considered for award of a contract under this RFP.

2.1.1. Extensive experience working with public entities in natural gas, electricity and fuel procurement and energy price risk management.

2.1.2. Key personnel must have more than 10 years’ experience working in energy markets.

2.1.3. Education and experience with evaluation of financial viability of energy companies.

2.1.4. Technical expertise in energy management practices.

2.1.5. Verifiable experience with consulting on projects of similar size and scope; projects for other public entities, examples of projects completed on time; client references, with contact information.

3. PRE-PROPOSAL CONFERENCE:

3.1. A pre-proposal conference will be held on Wednesday, April 3, 2013 at 9:00 A.M. local time at City Hall, 757 N. Galloway Avenue, Mesquite, Texas 75149. The conference is not mandatory. Interested proposers are strongly encouraged to attend.

4. CONTRACT PERIOD AND RENEWAL:

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

4.2. City of Mesquite may, at its option, renew the term of this Contract up to a maximum of two (2) years, one (1) year at a time. The Contractor shall be notified in writing by the City’s Purchasing Department of its intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

4.3. Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of services must be substantiated and justified and must be approved by the City Purchasing Manager.

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

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP</td>
<td>March 21, 2013</td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>April 3, 2013 at 9:00 am local time</td>
</tr>
<tr>
<td>Deadline for receipt of questions via email</td>
<td>April 4, 2013 by 4:00 pm local time</td>
</tr>
<tr>
<td>Issue Addendum/a (if required)</td>
<td>April 10, 2013</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>April 18, 2013</td>
</tr>
<tr>
<td>City Council Approval</td>
<td>June 2013</td>
</tr>
<tr>
<td>Contract Start Date</td>
<td>July 1, 2013</td>
</tr>
</tbody>
</table>

6. **PREPARATION OF PROPOSAL:**

6.1. Two (2) separate proposals must be submitted – a Technical Proposal and a Cost Proposal. All Proposals must be bound and submitted in the prescribed format. Any Proposal that deviates from this format may be rejected without review at the City’s sole discretion.

7. **TECHNICAL PROPOSAL INSTRUCTIONS:**

7.1. The Proposer must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.

Proposal submission shall consist of two (2) original hardcopies and ten (10) electronic (CD or USB flash drives) copies of the technical proposal. The Proposer must include a notarized statement that the CD or USB flash drive version is a true copy of the printed version.

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

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

Tab 1 – COVER LETTER: The Proposer will complete the Proposal Cover Sheet. Additionally, Proposer will provide a cover letter describing a brief history of the Proposer and its organization. The letter will indicate the principal or officer of the Proposer organization who will be the City’s primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of services and solutions on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter transmitting the proposal.

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

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

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

Tab 4 – QUALIFICATIONS:

a. MINIMUM QUALIFICATIONS: The Proposer will demonstrate its ability to meet the minimum requirements outlined in Paragraph 2 of Proposal Information.

b. The Proposer will provide a QUALIFICATION STATEMENT which briefly describes what makes its company uniquely qualified to provide Comprehensive Energy Consulting and Management Services, including any superior qualities its company possesses that would benefit Participating Public Agencies.

c. ORGANIZATION AND STAFF EXPERIENCE: The Proposer will describe its qualifications and experience to perform the work described in this RFP. Information about experience should include direct experience for performing Comprehensive Energy Consulting and Management Services within the past 24 months, and the size of those public entities served.

Tab 5 – REFERENCES:

a. Provide five (5) references in Attachment A of public agencies where services of similar size and scope have been performed in the last twelve (12) months. References must include organization names, addresses, names of contact persons, and telephone numbers for such references.

Tab 6 – SUPPLIER INFORMATION:

a. Supplier Qualifications (Ref. pages 10-14): Proposer must include a narrative of its understanding and acceptance of the Supplier Commitments.

b. Completed and signed Supplier Worksheet for National Program Consideration (Ref. page 16).

c. Supplier Information (Ref. pages 19-23).

Tab 7 – ADDITIONAL REQUIRED FORMS AND SIGNED ADDENDA:

a. Provide completed Conflict of Interest Questionnaire in Exhibit 1.

b. Provide completed Non-Exclusion Affidavit for Vendors in Exhibit 1.

c. Submit signed Addendum/a.
PROPOSAL INFORMATION

Tab 8 – FINANCIAL STATEMENTS:

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

Tab 9 – U.S. COMMUNITIES ADMINISTRATION AGREEMENT, signed unaltered

8. COST PROPOSAL INSTRUCTIONS:

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

Proposal submission shall consist of two (2) original hardcopies and ten (10) electronic (CD or USB flash drives) copies of the cost proposal. The Proposer must include a notarized statement that the CD or USB flash drive version is a true copy of the printed version.

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

Proposer shall describe in detail all services being offered. Proposer shall submit its fee schedule in a manner that allows for clear calculation of price based on one or more criteria. Presentation in a table and/or matrix type of format is desired.

a. For services involving the procurement of a commodity, proposer shall display its pricing in a format that may be composed of such factors as energy usage (kWh, Dth, gallon, etc.).

b. For data management and bill auditing services, proposer shall display pricing in a format that may be composed of such factors as number of bills per month and level of service.

c. For services where there is a revenue sharing component, such as bill auditing, proposer shall display pricing in a format that may be composed of such factors as number of meters, number of bills, size of utility spend, etc.

d. Consulting services shall be displayed on a cost per hour, either all inclusive or cost per position (manager, director, vice-president, etc.).

e. Any other applicable component necessary to achieve pricing as described above is acceptable.

f. Detail any additional pricing incentives, discounts or rebates that may be available such as for large volume services, bundled services, etc., by Participating Public Agencies.

g. Detail any additional pricing discounts for the purchase of services for groups of Participating Public Agencies in a local geographic area that desire to combine requirements, i.e. local city, county, school district, housing authority, transit authority, etc.

h. Provide the methodology of how you will substantiate and justify any requests for adjustment in cost of services during the term of the contract.
PROPOSAL INFORMATION

i. It is the Proposer’s responsibility to provide the City and Participating Public Agencies with an up-to-date price list and any necessary brochures or related materials at no charge for the duration of the contract.

9. CONTACT FOR CONTRACTUAL MATTERS:

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

Le Sealey, Manager of Purchasing
Purchasing Department
Telephone: 972-216-6394
E-mail: lsealey@ci.mesquite.tx.us

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

10. SUBMISSION OF PROPOSALS:

10.1. Two (2) original (duly marked) hardcopies and ten (10) electronic (CD or USB flash drives) copies of the Technical proposal, and two (2) original (duly marked) and ten (10) electronic (CD or USB flash drives) copies of the Cost proposal shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the Proposer’s name and address on the outside. The Proposer must include a notarized statement that the CD or thumb drive version is a true copy of the printed version. Electronically stamped delivery receipts are available. Facsimile or e-mail submitted proposals will not be accepted.

Purchasing Department
1515 N Galloway Avenue
Mesquite, TX 75149
Telephone: 972-216-6201

Proposers or their authorized representatives are expected to fully inform themselves as to the general terms and conditions, requirements and specification of this Request for Proposal before submitting proposals. Failure to do so will be at the proposer’s own risk.

10.2. Proposers are reminded that changes to the Request for Proposal, in the form of Addendum/a, are often issued. Any Addendum/a MUST be signed and accompany the proposal. Addendum/a will be available at www.cityofmesquite.com. Additionally, Notice of Addendum/a will be posted at www.bidsync.com. It is the Proposer’s responsibility to monitor the web page for the most current Addendum/a.

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

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

10.5. The two (2) original hardcopies and set of the ten (10) electronic copies of the proposal shall consist of:

   a. Cover Sheet

   b. Technical proposal as required in the Proposal Information section, paragraph 6, TECHNICAL PROPOSAL INSTRUCTIONS.

   c. Cost proposal as required in the Proposal Information section, paragraph 7, COST PROPOSAL INSTRUCTIONS.

10.6. By executing the Proposal Cover Sheet, Proposer acknowledges that it has read this Request for Proposal, understands it, and agrees to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

11. LATE PROPOSALS:

11.1. Proposals received in the Purchasing Department after the date and time prescribed shall not be considered for contract award and shall be returned to the Proposer unopened. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other delivery method employed by the Proposer.

12. PERIOD THAT PROPOSALS REMAIN VALID:

12.1. Proposals will remain valid for a period of ninety days (90) calendar days after the date specified for receipt of proposals.

13. NEGOTIATIONS:

13.1. Negotiations may be conducted with responsible proposers who submit proposals determined to be susceptible of being selected for award. All proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

14. CRITERIA FOR EVALUATION:

The following factors will be considered in the award of this contract:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weighting:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breadth of Services and Solutions Offered</td>
<td>20%</td>
</tr>
<tr>
<td>Proven Experience, Financial Stability, Qualifications and References of Proposer</td>
<td>20%</td>
</tr>
<tr>
<td>Depth of Response to Proposer Information</td>
<td>30%</td>
</tr>
<tr>
<td>Price</td>
<td>30%</td>
</tr>
</tbody>
</table>
PROPOSAL INFORMATION

14.1. **Breadth of Services and Solutions Offered:** Consideration will be given to proposers demonstrating their ability to provide complete and Comprehensive Energy Consulting and Management Services as well as any additional services and solutions offered by the Proposer.

14.2. **Proven Experience, Financial Stability, Qualifications and References of Proposer:** Considerations will be given to Proposers demonstrating strong capabilities, experience and reputation in undertakings similar to those described in this RFP, and providing authoritative documentation of their financial soundness and stability. Similar experience will be understood to include development of performance contracts to furnish energy efficiency and cogeneration improvements of public facilities of similar size and scope. References will be evaluated based on information obtained from the references provided.

14.3. **Depth of Response to Supplier Information:** Proposals will be evaluated based on depth of information provided about its company, distribution, marketing, services and solutions, administration, staffing plans and environmental initiatives.

14.4. **Price:** The maximum number of possible points will be awarded to the lowest cost proposal. All other proposals will be compared to the proposal which is lowest in cost and points will be awarded accordingly.

15. **PUBLIC INFORMATION:**

15.1. The City is a governmental entity subject to the Texas Public Information Act, also known as the Texas Open Records Act, Chapter 552, Government Code (the “Act”). Information submitted to the City in response to this RFP is subject to release by the City pursuant to the Act and deemed to be public (“public information”). If Proposer believes any information submitted herein is confidential, a trade secret and/or proprietary, you must mark it accordingly. Any information not so marked will be considered public information after a contract has been awarded. If the City receives a request under the Act for information which has been marked confidential, it will notify Proposer so that Proposer may protect such information as provided in the Act. The City shall request a decision from the Attorney General regarding information that Proposer asserts is confidential or otherwise excepted from public disclosure. However, the City assumes no responsibility for protecting such information on behalf of Proposer. Proposer is advised to consult with legal counsel concerning disclosure issues resulting from this proposal process and to take precautions to safeguard any trade secrets and other proprietary information.
EXHIBIT 1
CITY OF MESQUITE DOCUMENTS

CONFLICT OF INTEREST QUESTIONNAIRE
STANDARDS OF CONDUCT
INSURANCE
NON-EXCLUSION AFFIDAVIT FOR VENDORS
CITY OF MESQUITE SAMPLE CONTRACT
Exhibit 1 - CONFLICT OF INTEREST QUESTIONNAIRE

TO ALL VENDORS CONDUCTING BUSINESS WITH THE CITY OF MESQUITE

RE: DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION

Chapter 176 is a relatively new ethics law that was enacted by HB 914 in 2005. It requires certain local government officials to disclose employment and business relationships with vendors who conduct business with local government entities. After the law was implemented, city officials and others realized that it created several unintended consequences. Consequently, the bill’s author sought an opinion from The Texas Attorney General to clarify many provisions of Chapter 176. In response, the Attorney General’s Office released Opinion Number GA-0446, which indicated that changes to the law would be desirable. In response, the legislature passed HB 1491 during the 2007 regular legislation session. The bill became effective on May 25, 2007.

Chapter 176 defines a “vendor” as any person who enters or seeks to enter into a contract with the city. The term also includes an agent of a vendor.

Local government officers subject to this law are a city council member, director, superintendent, administrator, president, city manager, or any other person who is designated as the executive officer of the local government entity. A municipal officer’s family member would include the officer’s spouse, father, mother, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, or step-child.

The law applies to any written contract for the sale or purchase of real property, goods, or services. A contract for services would include one for skilled or unskilled labor, or for professional services.

A vendor is required to file a conflict of interest questionnaire if the vendor has a business relationship with the city and has:

1) an employment or other business relationship with an officer or an officer’s family member that results in that person receiving taxable income that is more than $2,500 in the preceding twelve months; or

2) has given an officer or an officer’s family member one or more gifts totaling more than $250 in the preceding twelve months.

A vendor is required to file a questionnaire not later than the seventh business day after the later of the following:

1) the date the vendor begins discussions or negotiations to enter into a contract with the city or submits an application or response to a bid proposal; or

2) the date the vendor becomes aware of a relationship or gives a gift to an officer or officer’s family member.
CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with local governmental entity.

2. [ ] Check this box if you are filing an update to a previously filed questionnaire.

   (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

   Name of Officer

   This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

   A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

      [ ] Yes  [ ] No

   B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

      [ ] Yes  [ ] No

   C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

      [ ] Yes  [ ] No

   D. Describe each employment or business relationship with the local government officer named in this section.

4.

   Signature of person doing business with the governmental entity  [ ] Date

Adopted 06/29/2007

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The City of Mesquite conducts business with the public, business partners, vendors and contractors under a set of rules to ensure that all City officials and employees discharge their duties in a manner designed to promote public trust and confidence in our city. This code of ethics, titled Standards of Conduct, is taken from the Mesquite City Code, Chapter 2, Art. IV, Sec 2-123.

The City wants you to be aware of the rules that its employees are required to follow while performing their services to you. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by outlining these rules for you, your experience in dealing with the City of Mesquite will be both rewarding and satisfactory.

Acceptance of Gifts or Gratuities

Accepting gifts or gratuities by employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Please do not offer employees any gift, loans or any other thing of value.
- Employees may not receive any fee or compensation for their services from any source other than the City, so please don’t offer.
- Please do not offer to buy meals for employees.
- Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors for exceptional service by employees are always welcome.

Conflicts of Interest

Employees are prohibited from engaging in any outside activities that conflict with, or have the appearance of conflicting with, the duties assigned to them in the employment of the City.

- Please do not ask employees for any special favor or consideration that is not available to every other citizen.
- Please do not ask an employee to disclose any information that is not available to every other citizen through normal public information channels.
- Please do not offer to compensate the employee by offering to hire, or do business with any business entity of the employee or family member.
- Do not ask employees to represent you or your company or make any recommendations on your behalf other than those that are a part of their official duties with the City.
- Please do not ask employees to endorse the products or services of your company.
STANDARDS OF CONDUCT

- Please do not ask employees to hand out or post advertising materials.

Solicitation by City Employees

Employees may not solicit gifts, loans, or any other items of value from people doing City business that will be used by them personally.

- If you are asked to pay a fee for services that you believe is improper or illegal, please contact the City’s ethics officer at 972-329-8723. (payments should only be made to designated cashiers or clerks)
- Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee’s official duties for the City.

Use of City Equipment, Facilities and Resources

Use of City equipment, facilities and resources is authorized only for City purposes and for those activities permitted by City ordinance and policy.

- Please do not ask employees to use City equipment to run errands or perform tasks for your benefit.
- Employees may not perform tasks, nor conduct any business not related to their official duties while on City time.

Your Rights and Expectations

When dealing with employees of the City of Mesquite you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Mesquite and our goal is to serve them to the best of our ability.

Should you have any concerns or questions concerning this information or the conduct of any of our employees please contact the City’s ethics officer at 972-329-8723. All calls to the City’s ethics officer are confidential and your name (or any other identifying information) will not be disclosed.

Ted Barron
City Manager
## A. AMOUNTS OF INSURANCE

Contractor agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract.

<table>
<thead>
<tr>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Worker’s Compensation -</td>
<td>Statutory Limits $100,000</td>
</tr>
<tr>
<td>and Employer’s Liability</td>
<td>per occurrence</td>
</tr>
<tr>
<td>2. Commercial (Public Liability),</td>
<td>Bodily Injury:</td>
</tr>
<tr>
<td>including but not limited to:</td>
<td>per person $500,000</td>
</tr>
<tr>
<td>A. Premises/Operations</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>B. Independent Contractors</td>
<td></td>
</tr>
<tr>
<td>C. Personal Injury</td>
<td>Property Damage:</td>
</tr>
<tr>
<td>D. Products/Complete Operations</td>
<td>$500,000 per occurrence</td>
</tr>
<tr>
<td>E. Contractual Liability (insuring above</td>
<td>with general aggregate of</td>
</tr>
<tr>
<td>indemnity provisions)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Automobile Policy:</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

The preceding amounts notwithstanding, the City reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein. The Contractor may pass through to the City all costs for obtaining the increase in the insurance coverage.

## B. OTHER INSURANCE REQUIREMENTS

The Contractor understands that it is its sole responsibility to provide the required Certificate and that failure to comply within 10 days after notice of award and according to the requirements of this article shall be a cause for termination of this Contract.

For any pesticide spraying performed, the City of Mesquite will require the successful Proposer to carry Pollution Liability Insurance and Environmental Impairment Liability Insurance.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney’s office for their adequacy as to form, content, form of protection, and providing company.
Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

The Contractor further agrees that with respect to the above required insurances, the City shall:

1. Be named as additional insured/or an insured, on all required insurance except workers’ compensation. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for additional insured, checking those specific boxes is acceptable in meeting this requirement as well.

2. Be provided with a waiver of subrogation, in favor of the City on all required insurance. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for waiver of subrogation, checking those specific boxes is acceptable in meeting this requirement as well.

3. Be provided with an unconditional 30 days advance written notice of cancellation or material change.

4. Prior to execution of this Agreement, proof of insurance shall be provided through the office of the City Secretary with either their original Certificate of Insurance or their insurance policy evidencing the above requirements. Thereafter, new certificates or copies of the policies shall be furnished prior to the expiration date of any prior certificate.

C. Additional Worker’s Compensation Insurance Requirements

1. Definitions:

Certificate of coverage ("certificate") A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, TWCC-84), showing statutory Worker’s Compensation insurance coverage for the person’s or entity’s employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractors’/person’s work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project (subcontractor” in 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which
furnishes persons to provide services on the project. “Services” include, without limitation, providing, hauling, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements. Which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.

3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

4. If the coverage period shown on the contractor’s current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

5. The contract shall obtain from each person providing services on a project, and provide to the governmental entity:

(a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage for all persons providing services on the project; and

(b) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
Federal, state, and local government agencies, not-profits, and other organizations that use federal money to fund all or part of any program or project are required to follow specific requirements regarding the use of such federal funds. One of these requirements is that no contract, subcontract, grant, financial assistance, or other forms of assistance provided using federal funds may be awarded to individuals or entities that have been suspended, debarred, or otherwise excluded from participation in federally funded programs.

The U.S. federal government maintains a Web site known as the “System for Award Management” (SAM) at www.sam.gov. One of the purposes of the SAM Web site is to provide a comprehensive list of all individuals, firms, and other entities that have been suspended, debarred, or otherwise excluded from participation in federally funded contracts, subcontracts, grants, etc. SAM provides a simple means of helping government, non-profit agencies, and other organizations ensure that they do not award federally-funded grants, contracts, subcontracts, or other financial or non-financial benefits to any individual, firm, or other entity that has been excluded by any agency from participation in such federally funded activities.
I, (Contractor Representative), hereby certify that neither I nor (Name of the company or organization I represent) nor any subcontractors that I or said company may employ to work on any federally funded activity have been suspended, debarred, or otherwise excluded by any federal agency from participation in any federally funded activity. I further acknowledge my understanding that, before entering into a contract with me or with the company or organization I represent, City of Mesquite staff will perform a search on www.sam.gov to verify whether I, the organization I represent, or any subcontractors I may employ to work on any federally funded activity, have been excluded from participation in any federally funded activity.

_________________________   _______________________
Signature of Contractor Representative   Date

Sworn to and subscribed before me this _____ day of ____________, 20__

Notary Public in and for Dallas County, Texas
NOTICE

The following blank spaces in the contract are not to be filled in by the Proposer at the time of submitting his proposal. The contract form is submitted at this time to familiarize the Proposer with the form of contract, which the successful Proposer will be required to execute.
EXHIBIT I
CITY OF MESQUITE CONTRACT

CONTRACT FOR PURCHASE
OF GOODS AND/OR SERVICES

THIS CONTRACT is made and entered into this the _______ day of ____, by and between the City of Mesquite, Texas, a Municipal corporation located in Dallas County, Texas, (hereinafter called CITY), acting through its duly authorized City Manager, Ted Barron and ____________ of the City of ____________, County of ____________, State of Texas, hereinafter called COMPANY), acting by and through its duly authorized agent.

WITNESSETH: That for and in consideration of the mutual covenants hereinafter set forth, the CITY and COMPANY agree as follows:

I. DESCRIPTION OF GOODS AND/OR SERVICE

The CITY agrees to purchase and the COMPANY agrees to provide all of the goods and/or services as specified in the contract documents, such goods and/or services generally described as follows:

(TITLE OF BID GOES HERE)

for the bid sum of ____________________ dollars and ___________ cents ($00.00), paid in current funds at the unit or total prices, at COMPANY’S own proper cost and expense, including all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, bonds and other accessories and services necessary to complete delivery of same, in accordance with the contract documents, hereinafter defined, and subject to such additions and deductions as provided therein.

II. CONTRACT DOCUMENTS

The contract documents shall consist of this written agreement or Contract, provisions of this Contract including General Clauses and Conditions, Special and all other Provisions, Advertisement for Bid, Invitation to Bid, Instruction to Bidders, Bidder’s Proposal, all Addenda issued prior to award of Contract, any plans which include all maps, plats, blueprints, and other drawings and printed or written or explanatory matter thereof, the technical specifications and all other documents identified as pertaining to this agreement, all of which have been identified by the CITY and COMPANY. The contract documents constitute the entire agreement between the CITY and COMPANY, and all are as fully a part of the Contract as if attached to and repeated in this agreement. The contract documents may be altered, amended or modified only as provided herein. The goods and/or services to be provided under this Contract shall be commenced by COMPANY upon final execution of this Contract.

III. MODIFICATION AND ASSIGNMENT

This Contract may not be altered; modified or amended except in writing properly executed by the parties and may not be assigned to a third party.
IV. **TERMINATION**
CITY shall have the right to cancel this Contract if COMPANY fails to provide the goods and/or services in accordance with the Contract Documents after giving thirty days prior written notice. CITY shall within thirty-(30) days of termination compensate COMPANY for any delivery of goods and/or services made up to the time of termination. No amount shall be due for lost or anticipated profits.

V. **TERM**
The term of this Contract shall be an initial term of three-(3) years beginning on the _____________, and ending on the ______________ unless terminated under the terms set forth herein. CITY may, at its option, renew the term of this Contract up to two (2) years, one (1) year at a time. COMPANY shall be notified in writing of CITY’S intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

VI. **GOVERNING LAW AND VENUE**
The parties agree that the laws of the State of Texas shall apply to and govern this Contract and venue for any legal proceeding shall be in Dallas County, Texas.

VII. **INDEPENDENT CONTRACTOR/INDEMNITY**
It is agreed for all purposes hereunder, the COMPANY is and shall be an independent contractor and shall not, with respect to their acts or omissions, be deemed an agent or employee of CITY.

COMPANY agrees to indemnify and hold harmless and defend CITY, its officers, agents and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of or resulting from COMPANY'S work and/or activities conducted in connection with or incidental to this Contract and from any liability arising out of, or resulting from, the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

COMPANY further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licenses, invitees and other persons, as well as their property, while engaged in the delivery of such purchases and/or services pursuant to this Contract or while on City’s premises where the services are being provided. It is expressly understood and agreed that CITY shall not be liable or responsible for the negligence of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

Further, CITY assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise.
defects, real or alleged, in the vicinity where such purchases and/or services are to be delivered by COMPANY, which may now exist or which may hereafter arise upon the premises, responsibility for any and all such defects being expressly assumed by COMPANY. COMPANY understands and agrees that this indemnity provision shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to any such claim asserted by or on behalf of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is further agreed with respect to the above indemnity, that CITY and COMPANY will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the COMPANY or CITY, and CITY shall have the right to compromise and defend the same to the extent of its own interests.

VIII. DISCRIMINATION REGULATIONS

COMPANY, in the execution of this Contract and particularly in the employment practices engaged in, agrees that it will not discriminate on the basis of race, color, religion, national origin, sex, age, handicap or disability.

IX. NOTIFICATION

All notices and communications required herein shall be personally delivered or mailed to the other party by United States certified mail, return receipt requested. Unless otherwise changed in writing by the respective party, notice intended for COMPANY shall be sent to the COMPANY’s address as shown on COMPANY’s Proposal; notice intended for CITY shall be sent to: ____________, 1515 N. Galloway Avenue, Mesquite, Texas 75149. Mailed notices shall be deemed to have been received three-(3) days after mailing.
IN WITNESS WHEREOF, CITY and COMPANY have executed this Contract in three (3) counterparts, each of which shall be deemed an original, the day and year first written above.

CITY OF MESQUITE

(CITY)

By: _____________________________________

Ted Barron, City Manager

Signature

Printed Name:

ATTEST:

By: ________________________________

Sonja Land, City Secretary

Acknowledgment

State of Texas, County of Dallas:
Before me the undersigned authority on this day personally appeared

_____________________, known to be the person whose name is subscribed to the foregoing document and known to me to be the_____________________ (title) of ________________ company name) and acknowledged to me that (s)he executed said document with full authority to do so and for the purposes and consideration expressed therein. Given under my hand and seal of office the day of ____________________, 2012.

APPROVED AS TO FORM:

By: _____________________________________

______________________________

City Attorney or designee

Texas

Notary Public in and for the State of
EXHIBIT 2
U.S. COMMUNITIES DOCUMENTS

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (Between Lead Public Agency and Participating Public Agencies)

ADMINISTRATION AGREEMENT (Between U.S. Communities and Supplier)

STATE NOTICE ADDENDUM

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM

COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM
EXHIBIT 2
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

5. That a procuring party will make timely payments to the Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
EXHIBIT 2
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

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

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

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

10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.
This ADMINISTRATION AGREEMENT ("Agreement") is made as of ________________, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and _______________________ ("Supplier").

RECITALS

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

ARTICLE II

TERM OF AGREEMENT

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

ARTICLE III

REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities’ Representations and Covenants.

   (a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), Association of School Business Officials (ASBO) and National Institute of Governmental Purchasing (NIGP) (collectively, the “Founding Co-Sponsors”) and individual state-level sponsors. In addition, the U.S. Communities staff shall enhance Supplier’s marketing efforts through meetings with Public
EXHIBIT 2
ADMINISTRATION AGREEMENT

Agencies, participation in key events and tradeshows and by providing online tools to Supplier’s sales force.

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

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

(a) Corporate Commitment.

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

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

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

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

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

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

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.
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(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state’s request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) Pricing Commitment

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

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

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

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

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

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

(iv) Supplier’s Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations,
EXHIBIT 2
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U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

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

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

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

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

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

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

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

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier’s Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier’s sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier’s use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to
EXHIBIT 2
ADMINISTRATION AGREEMENT

U.S. Communities an express license to reproduce and use Supplier’s name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier’s sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier’s Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities’ reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities’ trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities’ reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier’s reports 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.
6.5 **Severability.** If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

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

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

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

6.9 **Governing Law; Arbitration.** This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree,
EXHIBIT 2
ADMINISTRATION AGREEMENT

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]
EXHIBIT 2
ADMINISTRATION AGREEMENT

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By  ______________________________
Name: ______________________________
Title: ______________________________

Supplier:

____________________________________
By  ______________________________
Name: ______________________________
Title: ______________________________
EXHIBIT 2
ADMINISTRATION AGREEMENT

EXHIBIT A

MASTER AGREEMENT

(City of Mesquite Master Agreement/Contract to be attached at time of award.)
### EXHIBIT 2
ADMINISTRATION AGREEMENT

### EXHIBIT B
SALES REPORT FORMAT

#### Appendix B - US (Data 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>Qtr</th>
<th>Month</th>
<th>Amount</th>
<th>Comment</th>
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<td>Purchasing</td>
<td>555 RAMIREZ ST STE 312</td>
<td>LOS ANGELES</td>
<td>CA</td>
<td>90012</td>
<td>30</td>
<td>2012</td>
<td>2</td>
<td>5</td>
<td>16255.50</td>
<td>No dash, Do not omit leading zero.</td>
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<td>No dash, Do not omit leading zero.</td>
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#### Column Name Required Data Type Length Example Comment

| TIN       | Optional | Text | 9 | $956000735 | No dash, Do not omit leading zero. |
| Supplier ID | Yes      | Number | 3 | 111        | See Supplier ID Table Below       |
| Account No. | Optional | Text | 25-max | Depends on supplier account no. |
| Agency Name | Yes      | Test  | 255-max | Los Angeles County |
| Dept Name  | Optional | Text | 255-max | Purchasing Dept |
| Address    | Yes      | Test  | 255-max | Los Angeles Must be a valid City name |
| City       | Yes      | Test  | 255-max | CA Must be a valid City name |
| Zip        | Yes      | Test  | 5 | 90071 | No dash, Do not omit leading zero. Valid zip code |
| Agency Type | Yes     | Number | 2 | 30 | See Agency Type Table Below |
| Year       | Yes      | Number | 4 | 2010 |
| Qtr        | Yes      | Number | 1 | 4 |
| Month      | Yes      | Number | 2 | 12 |
| Amount     | Yes      | Number variable | 45090.79 | Two digit decimal point, no $ sign or commas |

#### Agency Type Table

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<td>82</td>
<td>Non-Profit</td>
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<td>94</td>
<td>Other</td>
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Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

Other states:


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<th>State: HI</th>
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<tr>
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<td>Honolulu</td>
</tr>
<tr>
<td>Honolulu County</td>
<td>Honomu</td>
</tr>
<tr>
<td>Kauai County</td>
<td>Hoolehua</td>
</tr>
<tr>
<td>Maui County</td>
<td>Kahului</td>
</tr>
<tr>
<td>Kalawao County</td>
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<td>Aiea</td>
<td>Kailua Kona</td>
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<td>Anahola</td>
<td>Kalaheo</td>
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<td>Barbers Point N A S</td>
<td>Kalaupapa</td>
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<td>Camp H M Smith</td>
<td>Kaneohe</td>
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<td>Captain Cook</td>
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<td>Eleele</td>
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<td>Kapolei</td>
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<td>Fort Shafter</td>
<td>Kamuela</td>
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<td>Kaumakani</td>
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<td>Hauula</td>
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<td>Hickam AFB</td>
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<td>Hilo</td>
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### EXHIBIT 2
#### STATE NOTICE ADDENDUM

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EXHIBIT 2
STATE NOTICE ADDENDUM

State: HI

Account Type: K-12
ST JOHN THE BAPTIST
Waimanalo Elementary and Intermediate School
Kailua High School
PACIFIC BUDDHIST ACADEMY
HAWAII TECHNOLOGY ACADEMY
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
MARYKNOLL SCHOOL
ISLAND SCHOOL
KE KULA O S. M. KAMAKAU
KAMEHAMEHA SCHOOLS
HANAHU’OLI SCHOOL
EMMANUAL LUTHERAN SCHOOL
Our Savior Lutheran School

Account Type: County
BOARD OF WATER SUPPLY
MAUI COUNTY COUNCIL

Account Type: Non-Profit
Naalehu Assembly of God
University of the Nations
outrigger canoe club
One Kalakaua
Native Hawaiian Hospitality Association
St. Theresa School
Hawaii Peace and Justice
Kauai Youth Basketball Association
NA HALE O MAUI
LEEWARD HABITAT FOR HUMANITY
WAIAWA COMMUNITY OUTREACH
NA LEI ALOHA FOUNDATION
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
BUILDING INDUSTRY ASSOCIATION OF HAWAII
UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
LANAKILA REHABILITATION CENTER INC.
POLYNESIAN CULTURAL CENTER
CTR FOR CULTURAL AND TECH INTERCHNG BETW
EAST AND WEST
BISHOP MUSEUM
ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
ASSOSIATION OF OWNERS OF KUKUI PLAZA
MAUI ECONOMIC DEVELOPMENT BOARD
NETWORK ENTERPRISES, INC.
HONOLULU HABITAT FOR HUMANITY
ALOHACARE
ORI ANUENUE HALE, INC.
IUPAT, DISTRICT COUNCIL 50
GOODWILL INDUSTRIES OF HAWAII, INC.
HAROLD K.L. CASTLE FOUNDATION
MAUI ECONOMIC OPPORTUNITY, INC.
EAH, INC.
PARTNERS IN DEVELOPMENT FOUNDATION
HABITAT FOR HUMANITY MAUI
W. M. KECK OBSERVATORY
HAWAII EMPLOYERS COUNCIL
HAWAII STATE FCU
MAUI COUNTY FCU
PUNAHOU SCHOOL
YMCA OF HONOLULU
EASTER SEALS HAWAII
AMERICAN LUNG ASSOCIATION
Hawaii Area Committee
St. Francis Medical Center
MAUI FAMILY YMCA
WAILUKU FEDERAL CREDIT UNION
ST. THERESA CHURCH
HALE MAHAOLU
Hawaii Island Humane Society
First United Methodist Church
AOAO Royal Capitol Plaza
MARINE SURF WAIKIKI, INC.
Hawaii Health Connector
Hawaii Carpenters Market Recovery Program Fund
Puu Heleakala Community Association
Saint Louis School
Kailua Racquet Club, Ltd.
Homewise Inc.
Hawaii Baptist Academy
# EXHIBIT 2
STATE NOTICE ADDENDUM

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<td>BRIGHAM YOUNG UNIVERSITY - HAWAI</td>
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<td>University Clinical Research and Association</td>
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<td>STATE OF HAWAII, DEPT. OF EDUCATION</td>
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<td>ADMIN. SERVICES OFFICE</td>
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<td>SOH- JUDICIARY CONTRACTS AND PURCH</td>
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EXHIBIT 2
STATE NOTICE ADDENDUM

VERNON PARISH SCHOOL BOARD
WEST BATON ROUGE PARISH SCHOOL BOARD
WEST CARROLL PARISH SCHOOL BOARD
WINN PARISH SCHOOL BOARD
MONROE CITY SCHOOLS
ST JOSEPH THE WORKER
Parkview Baptist
ST. MARIA GORETTI CHURCH
ST MARY'S DOMINICAN HS
ST. AUGUSTINE HIGH SCHOOL
ARCHBISHOP RUMMEL HIGH SCHOOL
CATHOLIC OF POINTE COUPEE SCHOOL
Archbishop Shaw High School
E.D. WHITE CATHOLIC HIGH
CENTRAL PRIVATE SCHOOL
CENTRAL SCHOOL CORP.
EPISCOPAL HIGH SCHOOL OF BATON ROUGE
OAK FOREST ACADEMY
RIVERSIDE ACADEMY
HOLY TRINITY LUTHERAN CHURCH AND SCHOOL
OPELOUSAS CATHOLIC SCHOOL
ST. JOHN ELEMENTARY/MIDDLE SCHOOL
LIVINGSTON PARISH PUBLIC SCHOOLS
THE DUNHAM SCHOOL
EXCELSIOR CHRISTIAN SCHOOL
STATE DEPARTMENT OF EDUCATION
GRACE LUTHERAN CHURCH AND EARLY CHILDHOOD CENTER
ST. CLETUS SCHOOL
CLAIBORNE PARISH SCHOOL BOARD
LAFAYETTE PARISH SCHOOL SYSTEM
LORANGER HIGH SCHOOL FOOTBALL
ST. PIUS X SCHOOL
ACADEMY OF THE SACRED HEART
ST. JOAN OF ARC SCHOOL
ST. DOMINIC SCHOOL
WESTMINSTER CHRISTIAN ACADEMY
CATHOLIC HIGH SCHOOL
Monroe Educational Foundation
Parkview Elementary PTO
St. James Parish School Board
Washington Parish School System
St. Martin's Episcopal School
Terrebonne Parish School Board

Cedar Creek School
Faith Lutheran High School
Advocacy for the Arts & Technology
LITTLE ANGELS SCHOOL AND DAY CARE
CADDIO PARISH MAGNET HIGH SCHOOL
BOSSIER PARISH SCHOOL BOARD
RAPIDES PARISH SCHOOL BOARD
St. Edward School
LaSalle Parish School District
LSMSA
Bogalusa School Board
St. Charles Parish Public Schools
Parkview Baptist School
Ursuline Academy of New Orleans
ReNEW - Reinventing Education
Larose Lower Elementary
Bossier Parish School Board (BPSB)
Bienville Parish School Board
Andrew H. Wilson Charter School
retired now
W.S. Lafargue Elementary

Account Type: County

vermilion county
ST.CHARLES SHERIFFS OFFICE
St Landry Parish Government
Cameron Parish Sheriff Department
Calcasieu Parish Police Jury
St. James Parish Government
calcasieu county
JEFFERSON PARISH DISTRICT ATTORNEY
ASSUMPTION PARISH LIBRARY
ST. BERNARD PARISH ADULT DRUG COURT
WINN PARISH DISTRICT ATTORNEY
GRANT PARISH POLICE JURY
BIENVILLE PARISH POLICE JURY
BOSSIER PARISH ASSESSOR
BOSSIER PARISH CLERK OF CT
BOSSIER SHERIFFS DEPARTMENT
CADDIO PARISH TAX ASSESSOR
CALDWELL PARISH CLERK OF COURT
CLAIBORNE PARISH POLICE JURY
DESO TO PARISH POLICE JURY
EAST BATON ROUGE PARISH CLERK OF COURT
EXHIBIT 2
STATE NOTICE ADDENDUM

EAST FELICIANA PARISH SHERIFF OFFICE
Iberia county
JACKSON PARISH POLICE JURY
LINCOLN PARISH LIBRARY
MOREHOUSE PARISH POLICE JURY
CITY OF OPELOUSAS
ouachita county
POINTE COUPEE PARISH POLICE JURY
RAPIDES PARISH POLICE JURY
ST. CHARLES PARISH
ST JOHNS THE BAPTIST PARISH
ST. MARY PARISH GOVERNMENT
UNION PARISH HOMELAND SECURITY
WEBSTER PARISH POLICE JURY
WEST CARROLL PARISH SHERIFFS DEPT.
WEST FELICIANA COMMUNICATIONS DISTRICT
WINN PARISH POLICE JURY
CATAHOULA PARISH POLICE JURY
JEFFERSON PARISH GOVERNMENT
TENSAS PARISH POLICE JURY
ST TAMMANY FIRE DISTRICT 4
IBERVILLE PARISH COUNCIL
OUACHITA MULTI-PURPOSE COMMUNITY ACTION PROGRAM, INC
SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION
CALDWELL PARISH HOUSING AUTHORITY
FRANKLIN ECONOMIC DEVELOPMENT FOUNDATION
RICHLAND PARISH LIBRARY
orleans county
THIRD JUDICIAL DISTRICT COURT
RAPIDES PARISH LIBRARY
Acadia Parish Police jury
BEAUREGARD PARISH POLICE JURY
Fl Parish Juvenile Detention Center
Livingston Parish Council
PARISH OF ASCENSION
Lafourche Parish Government State Of Louisiana
JUDICIAL EXPENSE FUND
GRANT PARISH POLICE JURY GAS DEPT.
LA SALLE PARISH POLICE JURY
DESOTO PARISH EMS
DESOTO PARISH TAX ASSESSOR
caddo county

RICHLAND PARISH SHERIFF DEPARTMENT
CONCORDIA PARISH POLICE JURY
East Baton Rouge Parish Drug Court Treatment Center
St. Tammany Parish Assessor
St. John the Baptist Parish Library
Livingston Council On Aging
St. Landry Parish Tourist Commission
PLAQUEMINES PARISH GOVERNMENT
east baton rouge county
acadia county

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<th>Account Type: Non-Profit</th>
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<tr>
<td>St. Landry Parish Community Action Agency</td>
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<td>Zoar Baptist Church</td>
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<td>East Baton Rouge Mortgage Finance Authority</td>
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<td>Rebuilding Together New Orleans</td>
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<td>st. charles united methodist church</td>
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<td>Touro Infirmary</td>
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<td>Acadiana CARES</td>
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<td>Presbytery of South Louisiana - Project Homecoming</td>
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<td>family service of greater new orleans</td>
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<td>The Magnolia School, Inc</td>
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<td>Church United for Community Development</td>
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<td>Willis Knighton Health Systems</td>
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<td>Plaquemines Community C.A.R.E. Center</td>
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<td>jerico road episcopal housing initiative</td>
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<td>greater mount calvary baptist church</td>
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<td>LA ASSOCIATION COMMUNITY ACTION PARTNERSHIPS</td>
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<td>BOOST FOUNDATION, INC.</td>
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<td>NEW GENERATIONS CHURCH OF MONROE, INC</td>
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<td>SUMMER GROVE BAPTIST ACADEMY</td>
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<td>NALC BRANCH 136</td>
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<td>COMITE BAPTIST CHURCH</td>
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<td>GULF COAST HOUSING PARTNERSHIP</td>
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<td>COMMITTEE FOR PLAQUEMINES RECOVERY</td>
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<td>THE FULLER CENTER FOR HOUSING OF NWLA</td>
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<td>DESOTO PARISH LIBRARY</td>
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<td>SEEKER SPRINGS MINISTRY CENTER</td>
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<td>THE CELL COMMUNITY SCHOOL &amp; RESOURCE CENTER</td>
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<td>ELDERCARE SUPPORT SERVICES</td>
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EXHIBIT 2
STATE NOTICE ADDENDUM

MARY BIRD CANCER CENTER
LOUISIANA HEALTH CARE QUALITY FORUM
LEWIS CME
ST. BERNARD PROJECT
PRIDE COMMUNITY ASSOCIATION
HARVEST CHURCH
ALLEGIANC! HEALTH MANAGEMENT
UPWARD BOUND MINISTRIES, INC.
IBTS
HANDS ON NETWORK
CROSSROADS CHURCH
NEW ORLEANS JAZZ ORCHESTRA
ST. PAUL BAPTIST CHURCH
COMMUNITY SUPPORT PROGRAMS, INC.
LAFAYETTE TEEN COURT, INC
THE SHREVEPORT-BOSSIER KOREAN PRESBYTERIAN CHURCH
URBAN IMPACT MINISTRIES
Cornerstone Church of Zachary Inc
GOOD SAMARITANS OF FRANKLIN
LOUISIANA ASSOCIATION OF HEALTH PLANS
LOUIS INFANT CRISIS CENTER
GRACE LIFE FELLOWSHIP
FAMILY WORSHIP CENTER CHURCH INC
UNITY FOR THE HOMELESS, INC.
NEW TABERNACLE BAPTIST CHURCH
CENLA AREA AGENCY ON AGING, INC.
UNITED METHODIST HOPE MINISTRIES
HEALING PLACE CHURCH
RAPIDES PRIMARY HEALTH CARE CENTER
K AND S CHILDHOOD DEVELOPMENT CENTER
HAVEN REHABILITATION CENTER, INC.
MOUNT HERMON BAPTIST CHURCH
PLEASANT VALLEY UNC
LIVINGSTON PARISH PRESIDENT-COUNCIL
LINCOLN GENERAL HOSPITAL
CROSSPOINT BAPTIST CHURCH
MACEDONIA MISSIONS, INC.
MT. PLEASANT COMMUNITY DEVELOPMENT CORP. INC.
Jefferson Chamber of Commerce
FAMILY RESOURCES OF NEW ORLEANS
UNITECH TRAINING ACADEMY
LOUISIANA FAMILY FORUM
PCPFHF
FAMILY MEDICAL CLINIC OF MER ROUGE
NEW BEGINNINGS CDC
FAITH TABERNACLE CHURCH
THE WAY OF HOLINESS APOSTOLIC CHURCH
MIRACLE PLACE CHURCH
THE HARVEST
POLICE JURY ASSOCIATION OF LOUISIANA
NSU CHILD AND FAMILY NETWORK
MOREHOUSE GENERAL HOSPITAL
BROADMOOR CHRISTIAN CHURCH
MW PRINCE HALL MASONIC HALL TEMPLE
LITTLE THEATRE OF MONROE, INC.
BOSSIER CHAMBER OF COMMERCE
ST. ANDREW PRESBYTERIAN CHURCH
WEST JEFFERSON MEDICAL CENTER
IBERIA MEDICAL CENTER
BROADMOOR UNITED METHODIST PRESCHOOL
ST. ANSELM CATHOLIC CHURCH
ST. FRANCES XAVIER CABRINI CATHOLIC CHURCH
KIWANIS INTERNATIONAL
Tulane Hillel
DISABLED VETERNS OF LA CHAPTER 4
SHREVEPORT ELECTRICAL HEALTH AND WELFARE FUND
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
ISTROUMA AREA COUNCIL OF BOY SCOUTS
UNITED CEREBAL PALSY OF GREATER NEW ORLEANS, INC
RIDGE AVENUE BAPTIST CHURCH
Girls Scouts Louisiana East
CHILDREN’S HOSPITAL
LOUISIANA SPCA
FIRST BAPTIST CHURCH RUSTON
GIRL SCOUTS OF LA - PINES TO GULF
UNITED WAY OF NORTHEAST LOUISIANA, INC.
LOUISIANA REALTORS ASSOCIATION
LOUISIANA HIGH SCHOOL ATHLETIC ASSOCIATION
ST. GEORGE CHURCH
JACKSON PARISH HOSPITAL
ROMAN CATHOLIC CHURCH OF THE DIOCESE OF BATON ROUGE
ARCHDIOCESE OF NEW ORLEANS
TOTAL COMMUNITY ACTION, INC.
EXHIBIT 2
STATE NOTICE ADDENDUM

AVOYELLES PROGRESS ACTION COMMITTEE, INC
CENLA COMMUNITY ACTION COMMITTEE, INC.
PCSS
ST. MICHAEL SPECIAL SCHOOL
MACON ECONOMIC OPPORTUNITY
LIVINGSTON PARISH CHAMBER OF COMMERCE
FIRST BAPTIST CHURCH COVINGTON
JEWISH FEDERATION OF GREATER BATON ROUGE
COOK BAPTIST CHURCH
ST. MARY CAA, INC.
OUR LADY OF PROMPT SUCOR CHURCH
NEW CHAPEL HILL BAPTIST CHURCH
The Arc Of Iberia
MCIO HEAD START
FRANKLIN MEDICAL CENTER
EASTER SEALS LOUISIANA
VOLUNTEERS OF AMERICA OF GREATER NEW ORLEANS
ST. ALOYSIUS CATHOLIC SCHOOL
LOUISIANA DISTRICT ATTORNEYS ASSOCIATION
ODYSSEY HOUSE LOUISIANA, INC.
HAVEN NURSING CENTER, INC.
KING OF KINGS EVANGELICAL LUTHERAN CHURCH
ST. JEAN VIANNEY CHURCH
Southern Financial Exchange
new home ministries
HEBRON BAPTIST CHURCH
ST THOMAS AQUINAS CATHOLIC CHURCH
GREATER OUACHITA WATER COMPANY
MT. VERNON BAPTIST CHURCH
LA ASSEMBLY OF THE CHURCH OF GOD
CENTRAL CITY EOC
ST. MARY PARISH TOURIST COMMISSION
PINE BELT MULTI-PURPOSE COMMUNITY ACTION AGENCY
UNIVERSITY CHURCH OF CHRIST
CITY OF FAITH PRISON MINISTRIES, INC.
THE SPIRIT OF FREEDOM MINISTRIES
BONITA ROAD BAPTIST CHURCH
EVANGELINE BAPTIST CHURCH
HOPEWELL BAPTIST CHURCH
PENIEL BAPTIST CHURCH
ASSOCIATED PROFESSIONAL EDUCATORS OF LOUISIANA
PHILADELPHIA BAPTIST CHURCH
HOSANNA LUTHERAN CHURCH
MOUNT CANAAN MISSIONARY BAPTIST CHURCH
NEW DAUGHTERS OF ZION MISSIONARY BAPTIST CHURCH IN
MARION BAPTIST CHURCH
VERNON COMMUNITY ACTION COUNCIL, INC.
FIRST CHURCH OF GOD IN OAK GROVE, INC.
Ouachita Baptist Church
OLIVE BRANCH BAPTIST CHURCH
FIRST APOSTOLIC CHURCH
SOLOMON TEMPLE BAPTIST CHURCH
WEST BATON ROUGE CHAMBER OF COMMERCE
IFA CHURCH
LA ONE CALL
ST. FRANCIS DINER
SWEETWATER BAPTIST CHURCH
THE CHURCH OF THE LIVING GOD
WORKFORCE INVESTMENT BOARD SDA-83
TRAILBLAZER RESOURCE AND CONSERVATION AREA, INC.
PRESBYTERIAN CHURCH OF RUSTON
ADVOCACY CENTER FOR THE ELDERLY AND DISABLED, INC.
ST. MARY PARISH LIBRARY
AGAPE LOVE
THE HOUSE OF FAITH HOPE AND CHARITY
THE SALVATION ARMY
EMMANUEL BAPTIST CHURCH
BOY SCOUTS OF AMERICA
FIRST BAPTIST CHURCH
FIRST UNITED METHODIST CHURCH
ST. JOHN THE BAPTIST CATHOLIC CHURCH
FIRST BAPTIST CHURCH
ST PATRICK CHURCH
GRACE EPISCOPAL CHURCH
TRINITY LUTHERAN CHURCH
FIRST BAPTIST CHURCH
EMMANUEL BAPTIST CHURCH
ANTIOCH BAPTIST CHURCH
ST. JOHN THE BAPTIST CATHOLIC CHURCH
TRINITY BAPTIST CHURCH
Baton Rouge Soccer Association
ST. PAULS UNITED METHODIST CHURCH
PARKVIEW BAPTIST CHURCH
OPEN DOOR BAPTIST CHURCH
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<tr>
<th>Galilee Baptist Academy</th>
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<td>BROADMOOR PRESBYTERIAN CHURCH</td>
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<td>ST. MARYS BAPTIST CHURCH</td>
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<td>First United Methodist Church</td>
<td>GREATER HOPE BAPTIST CHURCH</td>
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<td>Port City Enterprises</td>
<td>STERLINGTON HOLINESS TABERNACLE</td>
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<td>Fresh Faith Family Worship Center</td>
<td>SUMMER GROVE BAPTIST CHURCH</td>
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<td>Baton Rouge Children’s Advocacy Center</td>
<td>STARLIGHT BAPTIST CHURCH</td>
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<td>Go Care</td>
<td>ST. REST BAPTIST CHURCH</td>
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<td>Trinity Episcopal Church</td>
<td>LAKESIDE DAY CARE</td>
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<td>Beginners Mind Inc</td>
<td>LAKESIDE BAPTIST CHURCH</td>
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<td>Wisner Foundation</td>
<td>EMMANUEL BAPTIST CHURCH</td>
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<td>CALVARY BAPTIST CHURCH</td>
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<td>GREATER ELIZABETH BAPTIST CHURCH</td>
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<td>Franklin Medical Center</td>
<td>AMERICAN CHILD DAY CARE CENTER</td>
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<td>New Orleans Museum Of Art</td>
<td>SHREVEPORT REGIONAL ARTS COUNCIL</td>
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<td>Our Lady of Victory</td>
<td>NEW TESTAMENT UNITED PENTECOSTAL CHURCH</td>
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<td>Ingleside United Methodist Church</td>
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<td>congregation temple sinai</td>
<td>NEW GREENWOOD BAPTIST CHURCH</td>
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<td>NORTHWEST LOUISIANA LIONS EYE BANK</td>
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<td>UNITED AUTO WORKERS UNION</td>
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<td>Lafayette Habitat for Humanity</td>
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<td>Nativity of Our Lady Church</td>
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<td>BENTON UNITED METHODIST CHURCH</td>
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<td>APOSTOLIC DELIVERANCE U.P.C. INC.</td>
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<td>First United Methodist Church of Slidell</td>
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<td>ELIZABETH BAPTIST CHURCH</td>
<td>HOUSE OF RUTH, INC.</td>
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<td>Habitat for Humanity St. Tammany West</td>
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<td>New Orleans BioInnovation Center</td>
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<td>Our Lady of Perpetual Help Catholic Church</td>
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<td>St. Peter Catholic Church</td>
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<td>MT. ZION CME CHURCH</td>
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<td>CENTRAL ASSEMBLY OG GOD</td>
<td>Louisiana Hemophelia Foundation Inc</td>
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<td>LAKE BETHLEHEM BAPTIST CHURCH</td>
<td>lisamaye fighting lupus and raising awareness</td>
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EXHIBIT 2
STATE NOTICE ADDENDUM

Audubon Commission
MOST BLESSED SACRAMENT EARLY LEARNING CTR.
Broadmoor Improvement Association
Olive Branch Ministries, Inc
Divine Touch Community development Center
Galvez Football Club Inc

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<tbody>
<tr>
<td>Louisiana Universities Marine Consortium</td>
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<td>Southern University at New Orleans</td>
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<td>CAMERON COLLEGE</td>
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<td>LOUISIANA TECHNICAL COLLEGE</td>
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<td>LOUISIANA TECH UNIVERSITY</td>
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<td>SOUTHEASTERN LOUISIANA UNIVERSITY</td>
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<td>LOUISIANA STATE UNIVERSITY</td>
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<td>DILLARD UNIVERSITY</td>
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<td>THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND</td>
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<td>NOTRE DAME SEMINARY</td>
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<td>NEW ORLEANS BAPTIST THEOLOGICAL SEMINARY</td>
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<td>OUR LADY OF HOLY CROSS COLLEGE</td>
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<td>LSUHSC - SHREVEPORT</td>
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<td>Kappa Kappa Gamma</td>
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<td>Louisiana State University</td>
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<td>Louisiana, University Of Lafayette</td>
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<td>SOUTHERN UNIVERSITY</td>
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<td>CAUNDOME</td>
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<td>Port Shreveport Bossier</td>
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<td>CALLAWAY ENTERPRISES</td>
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<td>WILLIS-KNIGHTON FEDERAL CREDIT UNION</td>
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<td>Shell Robert Training &amp; Conference Center</td>
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<td>Louisiana Workforce LLC</td>
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<td>First Baptist Church</td>
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<td>St. Tammany Parish Mosquito Abatement District</td>
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<th>Account Type: Other</th>
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<tr>
<td>Chris Raggio</td>
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<td>Chennault International Airport Authority</td>
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<td>ACI ST JOHN LLC</td>
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<td>SOUTHSIDE ECONOMIC DEVELOPMENT</td>
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<td>A AND B NOTARY</td>
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<td>PONCHATOULA AREA RECREATION DISTRICT NO.1</td>
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<tr>
<td>BOSSIER PARISH MAXIMUM SECURITY JAIL</td>
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<tr>
<td>WEST BATON ROUGE S/O WORK RELEASE</td>
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<tr>
<td>LOD AND CAROL COOK CONFERENCE CENTER AND HOTEL</td>
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<tr>
<td>Union Commmunity Action, Association</td>
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<td>WEST BATON ROUGE PARISH POLICE JURY</td>
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<td>New Orleans Redevelopment Authority</td>
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<td>FIRE PROTECTION DIST. NO. 5</td>
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<td>RAYNE HOUSING AUTHORITY</td>
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<tr>
<td>GREATER NEW ORLEANS EXPRESSWAY COMMISSION</td>
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<td>Sewerage and Water Board</td>
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<td>UNIVERSITY HOUSE@ACADIANA</td>
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<td>ALLEN PARISH FIRE PROTECTION DISTRICT FIVE</td>
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<td>ST. GEORGE FIRE PROTECTION DISTRICT NO.2</td>
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<td>POVERTY POINT RESERVOIR DISTRICT</td>
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<td>BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS</td>
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<tr>
<td>LAFAYETTE AIRPORT COMMISSION</td>
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<td>CAPITAL AREA LEGAL SERVICES CORP</td>
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<td>NEW ORLEANS REGIONAL BUSINESS PARK</td>
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<td>ST. TAMMANY PARISH FIRE PROTECTION DISTRICT NO. 3</td>
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<td>BOSSIER PARISH COMMUNICATIONS DISTRICT NO. 1</td>
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EXHIBIT 2
STATE NOTICE ADDENDUM

City of Morgan City/Planning and Zoning
Town of St. Francisville
City of DeRidder
CITY OF VILLE PLATTE
BUNKIE FIRE DEPT
MONROE CITY
TOWN OF ARCADIA
TOWN OF BENTON
CITY OF BOSSIER
CADDU PARISH CLERK OF COURT
CITY OF COVINGTON
EVANGELINE PARISH SHERIFF DEPT.
TOWN OF FARMERVILLE
TOWN OF HAYNESVILLE
TOWN OF JONESVILLE
city of lake charles
CITY OF LEESVILLE
CITY OF MINDEN
CITY OF NEW ROADS
TOWN OF OLLA
CITY OF PLAQUEMINE
PONCHATOAULA POLICE DEPT.
TOWN OF RAYVILLE
CITY OF RUSTON
ST. BERNARD PARISH GOVERNMENT
saint landry county
Sewerage and Water Board of New Orleans
CITY OF SHREVEPORT
CITY OF SLIDELL
CITY OF WEST MONROE
CITY OF WINNFIELD
CITY OF WINNSBORO
CITY OF KENNER
CITY OF WESTLAKE
TOWN OF CHURCH POINT
VILLAGE OF PALMETTO
TOWN OF WHITE CASTLE
TOWN OF WATERPROOF
CITY OF BAKER POLICE DEPARTMENT
BREAUXX BRIDGE HOUSING AUTHORITY
CAPITAL CITY PRESS
TOWN OF GRAND ISLE
ASCENSION PARISH LIBRARY
GREATER NEW ORLEANS FOUNDATION

LOUISIANA PUBLIC EMPLOYEES COUNCIL 17
AFSCME AFL- CIO BUILDING CORP
VILLAGE OF FENTON
TOWN OF PEARL RIVER
VILLAGE OF FOREST HILL
BALL POLICE DEPARTMENT
TOWN OF ROSEPINE
TOWN OF LEONVILLE
DENHAM SPRINGS CITY MARSHAL
CITY OF PORT ALLEN
CITY OF MONROE
CITY OF HAMMOND
CITY OF ALEXANDRIA
City of New Iberia
Pelican State Credit Union
City of Harahan
TOWN OF HOMER
TOWN OF STERLINGTON
TOWN OF JONESBORO
St John Sheriff Office
city of gretna
City Of Rayne
Homer Memorial Hospital
New Orleans Avaition Board
City of Westwego Parks & Recreation

Account Type: County Special District

Vermilion Parish Sheriff Dept.
st. landry parish solid waste
Lake Charles Regional Airport
15TH JUDICIAL DISTRICT COURT
FIRE PROTECTION DISTRICT NO 1 OF TENSAS
PARISH
VERMILION PARISH WATERWORKS DISTRICT NO.1
GRANT PARISH SHERIFF
TANGIPAHOA MOSQUITO ABATEMENT DISTRICT
SULPHUR PARKS AND RECREATION
DEMC0
G B COOLEY SERVICES
NORTH CADDO MEDICAL CENTER
HOSPITAL SERVICE DISTRICT NO.1, D/B/A TRI-
WARD
BOSSIER LEVEE DISTRICT
EAST CENTRAL BOSSIER PARISH FIRE DISTRICT #1
Castine Center
EXHIBIT 2
STATE NOTICE ADDENDUM

St. Mary Parish Recreation District #3
Vermilion Parish Dept. of Children and Family Services
Terrebonne Parish Consolidated Government Warehouse
LIVINGSTON PARISH SHERIFF’S OFFICE

**Account Type:** Community College

NWL TECHNICAL COLLEGE
THE ART STATION
COMPASS CAREER COLLEGE
SOUTH LA COMMUNITY COLLEGE
DELGADO COMMUNITY COLLEGE
GRETNA CAREER COLLEGE
Baton Rouge Community College
Acadiana Technical College
sowela tech comm college

**Account Type:** State Agency

The Housing Authority of the City of Opelousas
City of Baton Rouge/Office of Social Services
Webster DCFS-ES
DCFS-Vernon Parish Child Welfare
LSU Bogalusa Medical Center
Isu health systems
Leonard J Chabert Medical Center
LA State Board Of Medical Examiners
LA RESEARCH PARK CORPORATION
CONCEALED HANDGUN PERMIT UNIT
DEPT OF CULTURE RECREATION AND TOURISM
DEPARTMENT OF REVENUE/Louisiana
LA. DIVISION OF ADMINISTRATION
DHH-OFFICE OF PUBLIC HEALTH
LOUISIANA DEPARTMENT OF STATE
LA DEPT OF WILDLIFE AND FISHERIES
VERNON WORKFORCE CENTER
LA SHERIFFS PENSION AND RELIEF FUND
Richland Parish Tax Assessors office
THE SPRINGS OF RECOVERY ADOLESCENT PROGRAM
HAMMOND DEVELOPMENTAL CENTER
HOUMA-TERREBONNE HOUSING AUTHORITY
METROPOLITAN DEVELOPMENTAL CENTER
COLUMBIA DEVELOPMENT CENTER
LINCOLN COUNCIL ON THE AGING

26TH JUDICIAL DISTRICT PUBLIC DEFENDER
LA OFFICE OF STATE PARKS
LOUISIANA HOUSING FINANCE AGENCY
SPECIAL EDUCATION DISTRICT NO.1 OF LAFOURCHE
ELAYN HUNT CORRECTIONAL CENTER
LSU AGCENTER EXTENSION SERVICE OFFICE
18TH JDC-ALVIN BATISTE, JR JUDGE
LOUISIANA BOARD OF CHIROPRACTIC EXAMINERS
LOUISIANA STATE GOV. BIDS
MHSD/CHARTRES-PONTCHARTRAIN BEHAVIOR HEALTH CENTER
Covington Housing Authority
Department of Children and Family Services/Child Welfare/West Jefferso
DHH/OPH Hearing, Speech & Vision
Southeast Louisiana Hosp
State of Louisana Office of Legislative Auditor
26 TH JUDICIAL COURT
C.A.S.S.E.
FLETCHER TECHNICAL COMMUNITY COLLEGE
Orleans Parish Communication District
LSUHSC/E.A. CONWAY MEDICAL CENTER
Office of Governor
Louisiana Department Of Labor
Louisiana Board of Barbers Examiners
LSU Bogalusa Medical
LA DEPARTMENT OF MILITARY AFFAIRS
Tahgipahoa Parish Sheriff's Office
DCFS/CW/WEST JEFFERSON
Ruston Housing Authority
Dept. of Children and Family Services
NOPB

**Account Type:** Consolidated City/County

City of New Orleans

**Account Type:** Federal

METRO NARCOTICS DEA TASK FORCE
Mamou Housing Authority
career systems development corporation
first castle federal credit union

**Account Type:** Housing Authority

Vernon Parish Housing Authority
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<tr>
<th>DeRidder Housing Authority</th>
<th>VALLEY CATHOLIC SCHL</th>
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<td>Haynesville Housing Authority</td>
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<td>St. John the Baptist Housing Authority</td>
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EXHIBIT 2
STATE NOTICE ADDENDUM

SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SILVER FALLS SCHOOL DISTRICT
St Helens School District
DAYTON SCHOOL DISTRICT NO.8
Amity School District 4-J
SCAPPOOSE SCHOOL DISTRICT 1J
REEDSPORT SCHOOL DISTRICT
FOREST GROVE SCHOOL DISTRICT
DAVID DOUGLAS SCHOOL DISTRICT
LOWELL SCHOOL DISTRICT NO.71
TIGARD-TUALATIN SCHOOL DISTRICT
SHERWOOD SCHOOL DISTRICT 88J
RAINIER SCHOOL DISTRICT
NORTH CLACKAMAS SCHOOL DISTRICT
MONROE SCHOOL DISTRICT NO.1J
CHILDPEACE MONTESSORI
HEAD START OF LANE COUNTY
HARNEY COUNTY SCHOOL DIST. NO.3
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
LEBANON COMMUNITY SCHOOLS NO.9
MT.SCOTT LEARNING CENTERS
SEVEN PEAKS SCHOOL
DE LA SALLE N CATHOLIC HS
MULTISENSORY LEARNING ACADEMY
MITCH CHARTER SCHOOL
REALMS CHARTER SCHOOL
BAKER SCHOOL DISTRICT 5-J
PHILOMATH SCHOOL DISTRICT
CLACKAMAS EDUCATION SERVICE DISTRICT
CANBY SCHOOL DISTRICT
OREGON TRAIL SCHOOL DISTRICT NO.46
WEST LINN WILSONVILLE SCHOOL DISTRICT
MOLALLA RIVER SCHOOL DISTRICT NO.35
ESTACADA SCHOOL DISTRICT NO.108
GLADSTONE SCHOOL DISTRICT
ASTORIA SCHOOL DISTRICT 1C
SEASIDE SCHOOL DISTRICT 10
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
VERNONIA SCHOOL DISTRICT 47J
SOUTH COAST EDUCATION SERVICE DISTRICT
COOS BAY SCHOOL DISTRICT NO.9

COOS BAY SCHOOL DISTRICT
NORTH BEND SCHOOL DISTRICT 13
COQUILLE SCHOOL DISTRICT 8
MYRTLE POINT SCHOOL DISTRICT NO.41
BANDON SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
REDMOND SCHOOL DISTRICT
DESCUTES COUNTY SD NO.6 - SISTERS SD
DOUGLAS EDUCATION SERVICE DISTRICT
ROSEBURG PUBLIC SCHOOLS
GLIDE SCHOOL DISTRICT NO.12
SOUTH UMPQUA SCHOOL DISTRICT #19
YONCALLA SCHOOL DISTRICT NO.32
ELKTON SCHOOL DISTRICT NO.34
DOUGLAS COUNTY SCHOOL DISTRICT 116
HOOD RIVER COUNTY SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NO.4
CENTRAL POINT SCHOOL DISTRICT NO. 6
JACKSON CO SCHOOL DIST NO.9
ROGUE RIVER SCHOOL DISTRICT NO.35
MEDFORD SCHOOL DISTRICT 549C
CULVER SCHOOL DISTRICT NO.
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
GRANTS PASS SCHOOL DISTRICT 7
LOST RIVER JR/SR HIGH SCHOOL
KLAMATH FALLS CITY SCHOOLS
LANE COUNTY SCHOOL DISTRICT 4J
SPRINGFIELD SCHOOL DISTRICT NO.19
CRESWELL SCHOOL DISTRICT
SOUTH LANE SCHOOL DISTRICT 45J3
LANE COUNTY SCHOOL DISTRICT 69
SIUSLAW SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
LINN CO. SCHOOL DIST. 95C - SCIO SD
ONTARIO MIDDLE SCHOOL
GERVAIS SCHOOL DIST. #1
NORTH SANTIAM SCHOOL DISTRICT 29J
JEFFERSON SCHOOL DISTRICT
SALEM-KEIZER PUBLIC SCHOOLS
MT. ANGEL SCHOOL DISTRICT NO.91
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
MORROW COUNTY SCHOOL DISTRICT
MULTNOMAH EDUCATION SERVICE DISTRICT
EXHIBIT 2
STATE NOTICE ADDENDUM

GRESHAM-BARLOW SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO. 2
CENTRAL SCHOOL DISTRICT 13J
St. Mary Catholic School
CROSSROADS CHRISTIAN SCHOOL
ST. ANTHONY SCHOOL
HERITAGE CHRISTIAN SCHOOL
BEND-LA PINE SCHOOL DISTRICT
GLENDALE SCHOOL DISTRICT
LINCOLN COUNTY SCHOOL DISTRICT
PORTLAND PUBLIC SCHOOLS
REYNOLDS SCHOOL DISTRICT
CENTENNIAL SCHOOL DISTRICT
NOBEL LEARNING COMMUNITIES
St. Stephen's Academy
Salem-Keizer 24J
Pine Eagle Charter School
Three Rivers School District
Pedee School
Fern Ridge School District
Ppmc Education Committee
JESUIT HIGH SCHL EXEC OFC
LASALLE HIGH SCHOOL
Southwest Christian School
Stayton Christian School
Willamette Christian School
Westside Christian High School
CS LEWIS ACADEMY
Portland America School
Forest Hills Lutheran School
Sunrise Preschool
Mosier Community School
Koreducators Lep High
Warrenton Hammond School District
Sutherlin School District
Malheur Elementary School District
Ontario School District
Parkrose School District 3
Riverdale School District 51J
Tillamook School District
Trinity Lutheran Church and School
Siletz Valley School
Madeleine School
South Columbia Family School

Corvallis School District 509J
Falls City School District #57
Portland Christian Schools
Yamhill Carlton School District
ABIQUA SCHL
Imbler School District #11
monument school
St. Paul School District
L'Etoile French Immersion School
Marist Catholic High School
Ukiah School District 80R
North Powder Charter School
Mastery Learning Institute
North Lake School District 14

Account Type: County

GILLIAM COUNTY OREGON
HOUSING AUTHORITY OF CLACKAMAS COUNTY
UMATILLA COUNTY, OREGON
MULTNOMAH LAW LIBRARY
clackamas county
CLATSOP COUNTY
COLUMBIA COUNTY, OREGON
coons county
CROOK COUNTY ROAD DEPARTMENT
CURRY COUNTY OREGON
DESHUTES COUNTY
GILLIAM COUNTY
GRANT COUNTY, OREGON
HARNEY COUNTY SHERIFFS OFFICE
HOOD RIVER COUNTY
jackson county
josephine county
klamath county
LANE COUNTY
LINN COUNTY
MARION COUNTY, SALEM, OREGON
MULTNOMAH COUNTY
SHERMAN COUNTY
WASCO COUNTY
YAMHILL COUNTY
WALLOWA COUNTY
ASSOCIATION OF OREGON COUNTIES
NAMI LANE COUNTY
EXHIBIT 2
STATE NOTICE ADDENDUM

BENTON COUNTY
DOUGLAS COUNTY
JEFFERSON COUNTY
LAKE COUNTY
LINCOLN COUNTY
POLK COUNTY
UNION COUNTY
WASHINGTON COUNTY
MORROW COUNTY
Tillamook County
Job Council
Mckenzie Personnel Services
Columbia Basin Care Facility
BAKER CNTY GOVT
TILLAMOOK CNTY

Account Type: Non-Profit

Salem First Presbyterian Church
Rolling Hills Baptist Church
Baker Elks
PIP Corps LLC
Turtle Ridge Wildlife Center
Grande Ronde Model Watershed Foundation
Western Environmental Law Center
Mercy Flights, Inc.
HHoly Trinity Greek Orthodox Cathedral
MECOP Inc.
Beaverton Christians Church
Oregon Humanities
St. Pius X School
Community Connection of Northeast Oregon, Inc.
Living Opportunities, Inc.
Coos Art Museum
OETC
Blanchet House of Hospitality
Merchants Exchange of Portland, Oregon
Coalition for a Livable Future
Central Oregon Visitors Association
Soroptimist International of Gold Beach, OR
Real Life Christian Church
AVON
Human Solutions, Inc.
The Wallace Medical Concern
Boys & Girls Club of Salem, Marion & Polk Counties

The Ross Ragland Theater and Cultural Center
Cascade Health Solutions
Umpqua Community Health Center
ALZHEIMERS NETWORK OF OREGON
NATIONAL WILD TURKEY FEDERATION
TILLAMOOK ESTUARIES PARTNERSHIP
LIFEWORKS NW
COLLEGE HOUSING NORTHWEST
PARALYZED VETERANS OF AMERICA
Independent Development Enterprise Alliance
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
HALFWAY HOUSE SERVICES, INC.
REDMOND PROFICIENCY ACADEMY
OHSU FOUNDATION
SHELTERCARE
PRINGLE CREEK SUSTAINABLE LIVING CENTER
PACIFIC INSTITUTES FOR RESEARCH
Mental Health for Children, Inc.
The Dreaming Zebra Foundation
LAUREL HILL CENTER
THE OREGON COMMUNITY FOUNDATION
OCHIN
WE CARE OREGON
SE WORKS
ENTERPRISE FOR EMPLOYMENT AND EDUCATION
OMNIMEDIX INSTITUTE
PORTLAND BUSINESS ALLIANCE
GATEWAY TO COLLEGE NATIONAL NETWORK
FOUNDATIONS FOR A BETTER OREGON
GOAL ONE COALITION
ATHENA LIBRARY FRIENDS ASSOCIATION
Coastal Family Health Center
CENTER FOR COMMUNITY CHANGE
STAND FOR CHILDREN
ST. VINCENT DEPAUL OF LANE COUNTY
EAST SIDE FOUR SQUARE CHURCH
CORVALLIS MOUNTAIN RESCUE UNIT
InventSuccess
SHERIDAN JAPANESE SCHOOL FOUNDATION
MOSAIC CHURCH
HOUSING AUTHORITY OF LINCOLN COUNTY
RENEWABLE NORTHWEST PROJECT
INTERNATIONAL SUSTAINABLE DEVELOPMENT
EXHIBIT 2
STATE NOTICE ADDENDUM

FOUNDATION
CONSERVATION BIOLOGY INSTITUTE
THE NATIONAL ASSOCIATION OF CREDIT
MANAGEMENT-OREGON, INC.
BLACHLY LANE ELECTRIC COOPERATIVE
MORNING STAR MISSIONARY BAPTIST CHURCH
NORTHWEST FOOD PROCESSORS ASSOCIATION
INDEPENDENT INSURANCE AGENTS AND BROKERS
OF OREGON
OREGON EDUCATION ASSOCIATION
HEARING AND SPEECH INSTITUTE INC
SALEM ELECTRIC
MORRISON CHILD AND FAMILY SERVICES
JUNIOR ACHIEVEMENT
CENTRAL BIBLE CHURCH
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL
TRILLIUM FAMILY SERVICES, INC.
YWCA SALEM
PORTLAND ART MUSEUM
SAINT JAMES CATHOLIC CHURCH
SOUTHERN OREGON HUMANE SOCIETY
VOLUNTEERS OF AMERICA OREGON
CENTRAL DOUGLAS COUNTY FAMILY YMCA
METROPOLITAN FAMILY SERVICE
OREGON MUSEUM OF SCIENCE AND INDUSTRY
FIRST UNITARIAN CHURCH
ST. ANTHONY CHURCH
Good Shepherd Medical Center
Salem Academy
ST VINCENT DE PAUL
OUTSIDE IN
UNITED CEREBRAL PALSY OF OR AND SW WA
WILLAMETTE VIEW INC.
PORTLAND HABILITATION CENTER, INC.
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
ROSE VILLA, INC.
NORTHWEST LINE JOINT APPRENTICESHIP &
TRAINING COMMITTEE
BOYS AND GIRLS CLUBS OF PORTLAND
METROPOLITAN AREA
Oregon Research Institute
WILLAMETTE LUTHERAN HOMES, INC
LANE MEMORIAL BLOOD BANK
PORTLAND JEWISH ACADEMY
LANECO FEDERAL CREDIT UNION
GRANT PARK CHURCH
ST. MARYS OF MEDFORD, INC.
US CONFERENCE OF MENNONITE BRETHREN
CHURCHES
FAITHFUL SAVIOR MINISTRIES
OREGON CITY CHURCH OF THE NAZARENE
OREGON COAST COMMUNITY ACTION
NORTHWEST REGIONAL EDUCATIONAL
LABORATORY
COMMUNITY ACTION TEAM, INC.
EUGENE SYMPHONY ASSOCIATION, INC.
STAR OF HOPE ACTIVITY CENTER INC.
SPARC ENTERPRISES
SOUTHERN OREGON CHILD AND FAMILY COUNCIL,
INC.
SALEM ALLIANCE CHURCH
Lane Council of Governments
FORD FAMILY FOUNDATION
TRAILS CLUB
NEWBERG FRIENDS CHURCH
WOODBURN AREA CHAMBER OF COMMERCE
CONTEMPORARY CRAFTS MUSEUM AND GALLERY
CITY BIBLE CHURCH
OREGON LIONS SIGHT & HEARING FOUNDATION
PORTLAND WOMENS CRISIS LINE
THE SALVATION ARMY - CASCADE DIVISION
WILLAMETTE FAMILY
WHITE BIRD CLINIC
GOODWILL INDUSTRIES OF LANE AND SOUTH
COAST COUNTIES
PLANNED PARENTHOOD OF SOUTHWESTERN
OREGON
HOUSING NORTHWEST
OREGON ENVIRONMENTAL COUNCIL
LOAVES & FISHES CENTERS, INC.
FAITH CENTER
Bob Belloni Ranch, Inc.
GOOD SHEPHERD COMMUNITIES
SACRED HEART CATHOLIC DAUGHTERS
HELP NOW! ADVOCACY CENTER
TENAS ILLAHEE CHILDCARE CENTER
SUNRISE ENTERPRISES
LOOKING GLASS YOUTH AND FAMILY SERVICES
Serenity Lane
EAST HILL CHURCH
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</tr>
<tr>
<td>BAY AREA FIRST STEP, INC.</td>
<td>Southeast Uplift Neighborhood Coalition</td>
</tr>
<tr>
<td>OSLC COMMUNITY PROGRAMS</td>
<td>First United Presbyterian Church</td>
</tr>
<tr>
<td>EN AVANT, INC.</td>
<td>PDX Wildlife</td>
</tr>
<tr>
<td>ASHLAND COMMUNITY HOSPITAL</td>
<td>Jackson-Josephine 4-C Council</td>
</tr>
<tr>
<td>NORTHWEST ENERGY EFFICIENCY ALLIANCE</td>
<td>New Artists Performing Arts Productions, Inc.</td>
</tr>
<tr>
<td>BONNEVILLE ENVIRONMENTAL FOUNDATION</td>
<td>Relief Nursery</td>
</tr>
<tr>
<td>SUMMIT VIEW COVENANT CHURCH</td>
<td>Viking Sal Senior Center</td>
</tr>
<tr>
<td>SALMON-SAFE INC.</td>
<td>Albany Partnership for Housing and Community Development</td>
</tr>
<tr>
<td>BETHEL CHURCH OF GOD</td>
<td>Polk Soil and Water Conservation District</td>
</tr>
<tr>
<td>PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL</td>
<td>Street Ministry</td>
</tr>
<tr>
<td>SAINT ANDREW NATIVITY SCHOOL</td>
<td>First Baptist Church</td>
</tr>
<tr>
<td>BARLOW YOUTH FOOTBALL</td>
<td>Portland Community Reinvestment Initiatives, Inc.</td>
</tr>
<tr>
<td>SPOTLIGHT THEATRE OF PLEASANT HILL</td>
<td>GeerCrest Farm &amp; Historical Society</td>
</tr>
<tr>
<td>FAMILIES FIRST OF GRANT COUNTY, INC.</td>
<td>College United Methodist Church</td>
</tr>
<tr>
<td>TOUCHSTONE PARENT ORGANIZATION</td>
<td>Oregon Social Learning Center</td>
</tr>
<tr>
<td>CANCER CARE RESOURCES</td>
<td>environmental law alliance worldwide</td>
</tr>
<tr>
<td>CASCADIA REGION GREEN BUILDING COUNCIL</td>
<td>Community in Action</td>
</tr>
<tr>
<td>SHERMAN DEVELOPMENT LEAGUE, INC.</td>
<td>Safe Harbors</td>
</tr>
<tr>
<td>SCIENCEWORKS</td>
<td>Pacific Classical Ballet</td>
</tr>
<tr>
<td>WORD OF LIFE COMMUNITY CHURCH</td>
<td>Depaul Industries</td>
</tr>
<tr>
<td>SOCIAL VENTURE PARTNERS PORTLAND</td>
<td>African American Health Coalition</td>
</tr>
<tr>
<td>OREGON PROGRESS FORUM</td>
<td>Ministerio International Casa</td>
</tr>
<tr>
<td>CENTER FOR RESEARCH TO PRACTICE</td>
<td>Jesus Prayer Book</td>
</tr>
<tr>
<td>WESTERN RIVERS CONSERVANCY</td>
<td>Workforce Northwest Inc</td>
</tr>
<tr>
<td>UNITED WAY OF THE COLUMBIA WILLAMETTE</td>
<td>Coalition Of Community Health</td>
</tr>
<tr>
<td>EUGENE BALLET COMPANY</td>
<td>New Paradise Worship Center</td>
</tr>
<tr>
<td>EAST WEST MINISTRIES INTERNATIONAL</td>
<td>River Network</td>
</tr>
<tr>
<td>SISKIYOU INITIATIVE</td>
<td>CCI Enterprises Inc</td>
</tr>
<tr>
<td>EDUCATIONAL POLICY IMPROVEMENT CENTER</td>
<td>Oregon Nurses Association</td>
</tr>
<tr>
<td>North Pacific District of Foursquare Churches</td>
<td>GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE</td>
</tr>
<tr>
<td>CATHOLIC CHARITIES</td>
<td>Mount Angel Abbey</td>
</tr>
<tr>
<td>FIRST CHURCH OF THE NAZARENE</td>
<td>YMCA OF ASHLAND</td>
</tr>
<tr>
<td>WESTSIDE BAPTIST CHURCH</td>
<td>YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION SERVICES</td>
</tr>
<tr>
<td>Little Promises Children’s Program</td>
<td>Multnomah Law Library</td>
</tr>
<tr>
<td>UNION GOSPEL MISSION</td>
<td>Friends Of Tryon Creek State P</td>
</tr>
</tbody>
</table>
EXHIBIT 2
STATE NOTICE ADDENDUM

Ontrack Inc.
Calvin Presbyterian Church
HOLT INTL CHILD
St John The Baptist Catholic
Portland Foursquare Church
Portland Christian Center
Church Extension Plan
Occu Afghanistan Relief Effort
EUGENE FAMILY YMCA
Christ The King Parish and School
Congregation Neveh Shalom
Newberg Christian Church
First United Methodist Church
Zion Lutheran Church
Hoodview Christian Church
Southwest Bible Church
Community Works Inc
Masonic Lodge Pearl 66
Molalla Nazarene Church
Transition Projects, Inc
St Michaels Episcopal Church
Saint Johns Catholich Church
Access Inc
Step Forward Activities Inc
Lane Arts Council
Community Learning Center
Old Mill Center for Children and Families
Sunny Oaks Inc
Little Flower Development Center
Hospice Center Bend La Pine
P E C I
Westside Foursquare Church
Relief Nursery Inc
Morning Star Community Church
MULTNOMAH DEFENDERS INC
Providence Health System
Holy Trinity Catholic Church
Holy Redeemer Catholic Church
Alliance Bible Church
Mid Columbia Childrens Council
HUMAN SOCIETY OF REDMOND
Intergral Youth Services
Our Redeemer Lutheran Church
Kbps Public Radio
Skyball Salem Keizer Youth Bas
Open Technology Center
Grace Chapel
CHILDREN'S MUSEUM 2ND
Oregon District 7 Little League
Portland Schools Alliance
My Fathers House
Solid Rock
West Chehalem Friends Church
Eugene Creative Care
Guide Dogs For The Blind
Children Center At Trinity
St. Katherine's Catholic Church
Scottish Rite
THE NEXT DOOR
NATIONAL PSORIASIS FOUNDATION
NEW BEGINNINGS CHRISTIAN CENTER
HIGHLAND UNITED CHURCH OF CHRIST
OREGON REPERTORY SINGERS
HIGHLAND HAVEN
FAIR SHARE RESEARCH AND EDUCATION FUND
First Baptist Church of Enterprise
Oregon Nikkei Endowment
Eastern Oregon Alcoholism Foundation
Grantmakers for Education
The ALS Association Oregon and SW Washington Chapter
Children's Relief Nursery
Energy Trust of Oregon
Oregon Psychoanalytic Center
Store to Door
Depaul Industries
Union County Economic Development Corp.
Camelto Theatre Company
Camp Fire Columbia
TAKE III OUTREACH
Sandy Seventh-day Adventist Church
1000 FRIENDS OF OREGON
NAMI of Washington County
Temple Beth Israel
Albertina Kerr Centers
St. Matthew Catholic School
Serendipity Center Inc
Ashland Art Center
EXHIBIT 2
STATE NOTICE ADDENDUM

Apostolic Church of Jesus Christ
DOUGLAS FOREST PROTECTIVE
Oregon Lyme Disease Network
Ecotruth
SPECIAL MOBILITY SERVICES
Ronald McDonald House Charities of Oregon & Southwest Washington
Center for Human Development
DePaul Treatment Centers, Inc.
Mission Increase Foundation
Portland Japanese Garden
The Madeleine Parish
The Tucker-Maxon Oral School
Southwest Neighborhoods, Inc
Wallowa Valley Center For Wellness
Portland Oregon Visitors Association
Southern Oregon Project Hope
Our United Villages
Samaritan Health Services Inc.
Kilchis House
Grace Lutheran School
Western Mennonite School

**Account Type:** College and University

Oregon State University
Treasure Valley Community College
Unviersity of Oregon
OREGON UNIVERSITY SYSTEM
WESTERN STATES CHIROPRACTIC COLLEGE
GEORGE FOX UNIVERSITY
LEWIS AND CLARK COLLEGE
PACIFIC UNIVERSITY
REED COLLEGE
WILLAMETTE UNIVERSITY
LINFIELD COLLEGE
MULTNOMAH BIBLE COLLEGE
NORTHWEST CHRISTIAN COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
BLUE MOUNTAIN COMMUNITY COLLEGE
PORTLAND STATE UNIV.
CLACKAMAS COMMUNITY COLLEGE
MARYLHURST UNIVERSITY
OREGON HEALTH AND SCIENCE UNIVERSITY
BIRTHINGWAY COLLEGE OF MIDWIFERY

**Account Type:** Unknown

eickhoff dev co inc
The Klamath Tribe
Life Flight Network LLC
COVENANT RETIREMENT COMMUNITIES
PENTAGON FEDERAL CREDIT UNION
SAIF CORPORATION
GREATER HILLSBORO AREA CHAMBER OF COMMERCE
LANE ELECTRIC COOPERATIVE
USAGENCIES CREDIT UNION
DOUGLAS ELECTRIC COOPERATIVE, INC.
ROGUE FEDERAL CREDIT UNION
PACIFIC CASCADE FEDERAL CREDIT UNION
PACIFIC STATES MARINE FISHERIES COMMISSION
LOCAL GOVERNMENT PERSONNEL INSTITUTE
MID COLUMBIA COUNCIL OF GOVERNMENTS
CLACKAMAS RIVER WATER
GRANTS PASS MANAGEMENT SERVICES, DBA
SPIRIT WIRELESS
Clatskanie People’s Utility District
CITY/COUNTY INSURANCE SERVICE
PIONEER COMMUNITY DEVELOPMENT
Cornerstone Association Inc
COMMUNITY CYCLING CENTER
Portland Impact
Eagle Fern Camp
NORTHWEST VINTAGE CAR AND MOTORCYCLE
K Churchill Estates
KLAMATH FAMILY HEAD START
RIVER CITY DANCERS
KEIZER EAGLES AERIE 3895
CSC HEAD START
Oregon Public Broadcasting
Halsey-Shedd Fire District
EXHIBIT 2
STATE NOTICE ADDENDUM

Account Type: City Special District

NPKA
Shangri La
Cvalco
Oregon Permit Technical Association
Pgma/Cathie Bourne
Astra
Beit Hallel
EOU - NEOAHEC

Molalla Rural Fire Protection District
MONMOUTH - INDEPENDENCE NETWORK
MALIN COMMUNITY PARK AND RECREATION DISTRICT
TILLAMOOK PEOPLES UTILITY DISTRICT
GLADSTONE POLICE DEPARTMENT
GOLD BEACH POLICE DEPARTMENT
THE NEWPORT PARK AND RECREATION CENTER
RIVERGROVE WATER DISTRICT
WEST VALLEY HOUSING AUTHORITY
TUALATIN VALLEY FIRE & RESCUE
GASTON RURAL FIRE DEPARTMENT
CITY COUNTY INSURANCE SERVICES
METRO
Roseburg Police Department
SOUTH SUBURBAN SANITARY DISTRICT
OAK LODGE SANITARY DISTRICT
SOUTH FORK WATER BOARD
SUNSET EMPIRE PARK AND RECREATION
SPRINGFIELD UTILITY BOARD
Tillamook Urban Renewal Agency
Boardman Rural Fire Protection District

Account Type: Independent Special District

Silverton Fire District
Lewis and Clark Rural Fire Protection District
Rainbow Water District
Illinois Valley Fire District
PORT OF TILLAMOOK BAY
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
METROPOLITAN EXPOSITION-RECREATION COMMISSION
REGIONAL AUTOMATED INFORMATION NETWORK

Account Type: City

OAK LODGE WATER DISTRICT
THE PORT OF PORTLAND
WILLAMALANE PARK AND RECREATION DISTRICT
TUALATIN VALLEY WATER DISTRICT
UNION SOIL & WATER CONSERVATION DISTRICT
LANE EDUCATION SERVICE DISTRICT
TUALATIN HILLS PARK AND RECREATION DISTRICT
PORT OF SIUSLAW
CHEHALEM PARK AND RECREATION DISTRICT
PORT OF ST HELENS
LANE TRANSIT DISTRICT
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
HOODLAND FIRE DISTRICT NO.74
WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
SALEM AREA MASS TRANSIT DISTRICT
Banks Fire District #13
KLAMATH COUNTY 9-1-1
GLENDALE RURAL FIRE DISTRICT
COLUMBIA 911 COMMUNICATIONS DISTRICT
NW POWER POOL
Lowell Rural Fire Protection District
TriMet Transit
La Pine Park & Recreation District
Siuslaw Public Library District
Columbia River Fire & Rescue
Seal Rock Water District
Tillamook Fire District
Tillamook County Transportation Dist
Central Lincoln People's Utility District
Jefferson Park and Recreation

Brookings Fire / Rescue
City of Veneta
CITY OF DAMASCUS
Hermiston Fire & Emergency Svcs
CEDAR MILL COMMUNITY LIBRARY
CITY OF LAKE OSWEGO
EUGENE WATER & ELECTRIC BOARD
LEAGUE OF OREGON CITIES
CITY OF SANDY
CITY OF ASTORIA OREGON
EXHIBIT 2
STATE NOTICE ADDENDUM

| CITY OF BEAVERTON               | CITY OF WARRENTON       |
| CITY OF BOARDMAN                | CITY OF WEST LINN/PARKS |
| CITY OF CANBY                  | CITY OF WOODBURN        |
| CITY OF CANYONVILLE            | CITY OF TIGARD, OREGON  |
| CITY OF CENTRAL POINT POLICE DEPARTMENT | CITY OF AUMSVILLE |
| CITY OF CLATSKANIE             | CITY OF PORT ORFORD     |
| CITY OF CONDON                 | CITY OF EAGLE POINT     |
| CITY OF COOS BAY               | CITY OF WOOD VILLAGE    |
| CITY OF CORVALLIS              | St. Helens, City of     |
| CITY OF CRESWELL              | CITY OF WINSTON         |
| CITY OF ECHO                   | CITY OF COBURG          |
| CITY OF ESTACADA               | CITY OF NORTH PLAINS    |
| CITY OF EUGENE                | CITY OF GERVEIS         |
| CITY OF FAIRVIEW              | CITY OF YACHATS         |
| CITY OF GEARHART              | FLORENCE AREA CHAMBER OF COMMERCE |
| CITY OF GRESHAM               | PORTLAND DEVELOPMENT COMMISSION |
| CITY OF HILLSBORO            | CITY OF ST. PAUL        |
| CITY OF HOOD RIVER            | CITY OF ADAIR VILLAGE   |
| CITY OF JOHN DAY              | CITY OF WILSONVILLE     |
| CITY OF KLAMATH FALLS         | HOUSING AUTHORITY OF THE CITY OF SALEM |
| CITY OF LA GRANDE             | CITY OF HAPPY VALLEY    |
| CITY OF MALIN                 | CITY OF SHADY COVE      |
| CITY OF MCMINNVILLE           | CITY OF MILLERSBURG     |
| CITY OF HALSEY                | CITY OF GATES           |
| CITY OF MEDFORD               | KEIZER POLICE DEPARTMENT |
| CITY OF MILL CITY             | CITY OF DUNDEE          |
| CITY OF MILWAUKIE             | CITY OF AURORA          |
| CITY OF MORO                  | THE CITY OF NEWPORT     |
| CITY OF MOSIER                | CITY OF ALBANY          |
| CITY OF NEWBERG               | CITY OF ASHLAND         |
| CITY OF OREGON CITY           | CITY OF LEBANON         |
| CITY OF PILOT ROCK            | CITY OF PORTLAND        |
| CITY OF POWERS                | CITY OF SALEM           |
| RAINIER POLICE DEPARTMENT     | CITY OF SPRINGFIELD     |
| CITY OF REEDSPORT            | CITY OF BURNS           |
| CITY OF RIDDLE                | CITY OF COTTAGE GROVE   |
| CITY OF SCAPPOOSE             | CITY OF DALLAS          |
| CITY OF SEASIDE               | CITY OF FALLS CITY      |
| CITY OF SILVERTON             | CITY OF PHOENIX         |
| CITY OF STAYTON               | CITY OF PRAIRIE CITY    |
| City of Troutdale            | CITY OF REDMOND         |
| CITY OF TUALATIN, OREGON      | CITY OF SHERWOOD        |
## EXHIBIT 2
STATE NOTICE ADDENDUM

| City of junction city | COLUMBIA RIVER PUD |
| City of Florence | SANDY FIRE DISTRICT NO. 72 |
| City of Dayton | BAY AREA HOSPITAL DISTRICT |
| City of Monmouth | NEAH KAH NIE WATER DISTRICT |
| City of Philomath | PORT OF UMPQUA |
| La Grande Police Department | EAST MULTNOMAH SOIL AND WATER CONSERVANCY |
| Woodburn City Of | Benton Soil & Water Conservation District |
| NW PORTLAND INDIAN HEALTH BOARD | DESCHUTES PUBLIC LIBRARY SYSTEM |
| Portland Patrol Services | CLEAN WATER SERVICES |
| City Of Bend | PARROTT CREEK CHILD & FAM |
| City Of Coquille | South Lane County Fire And Rescue |
| City Of Molalla | **Account Type:** Community College |
| City Of North Bend | CENTRAL OREGON COMMUNITY COLLEGE |
| Columbia Gorge Community | UMPQUA COMMUNITY COLLEGE |
| City of St. Helens | LANE COMMUNITY COLLEGE |
| Toledo Police Department | MT. HOOD COMMUNITY COLLEGE |
| City of Independence | LINN-BENTON COMMUNITY COLLEGE |
| City of Baker City | SOUTHWESTERN OREGON COMMUNITY COLLEGE |
| CITY OF SWEETHOME | PORTLAND COMMUNITY COLLEGE |
| City of Ontario | CHEMEKETA COMMUNITY COLLEGE |
| North Lincoln Fire & Rescue #1 | ROGUE COMMUNITY COLLEGE |
| CITY OF LINCOLN CITY | COLUMBIA GORGE COMMUNITY COLLEGE |
| City of Milton-Freewater | TILLAMOOK BAY COMMUNITY COLLEGE |
| City of Forest Grove | KLAMATH COMMUNITY COLLEGE DISTRICT |
| City Government | OREGON COMMUNITY COLLEGE ASSOCIATION |
| City of Mt. Angel | Oregon Coast Community College |

| Account Type: County Special District |
| Netarts-Oceanside RFPD | Oregon Forest Resources Institute |
| Rogue River Fire District | Office of the Ong Term Care Ombudsman |
| Tillamook County Emergency Communications District | Oregon State Lottery |
| Southern Coos Hospital | OREGON TOURISM COMMISSION |
| Oregon Cascades West Council of Governments | OREGON STATE POLICE |
| MULTONAH COUNTY DRAINAGE DISTRICT #1 | OFFICE OF THE STATE TREASURER |
| PORT OF BANDON | OREGON DEPT. OF EDUCATION |
| OR INT’L PORT OF COOS BAY | SEIU LOCAL 503, OPEU |
| MID-COLUMBIA CENTER FOR LIVING | OREGON DEPARTMENT OF FORESTRY |
| DESCHUTES COUNTY RFPD NO. 2 | OREGON STATE DEPT OF CORRECTIONS |
| YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT | OREGON CHILD DEVELOPMENT COALITION |
| HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY | OFFICE OF MEDICAL ASSISTANCE PROGRAMS |
| CENTRAL OREGON IRRIGATION DISTRICT | OREGON OFFICE OF ENERGY |
| MARION COUNTY FIRE DISTRICT #1 | OREGON STATE BOARD OF NURSING |
EXHIBIT 2
STATE NOTICE ADDENDUM

BOARD OF MEDICAL EXAMINERS
OREGON LOTTERY
OREGON BOARD OF ARCHITECTS
SANTIAM CANYON COMMUNICATION CENTER
OREGON DEPT OF TRANSPORTATION
OREGON TRAVEL INFORMATION COUNCIL
OREGON DEPARTMENT OF EDUCATION
Department of Administrative Services
Oregon Tradeswomen
Oregon Convention Center
OREGON SCHL BRDS ASSOCIAT
OREGON DEPARTMENT OF HUMAN SERVICES
CARE OREGON
Kdvr Channel 12
Central Oregon Home Health and Hos
Oregon Health Care Quality Cor
Opta Oregon Permit Technician
HOUSING DEVELOPING CORP

STATE OF OREGON

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

Account Type: Housing Authority
Coquille Indian Housing Authority
HOUSING AUTHORITY OF PORTLAND
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
MARION COUNTY HOUSING AUTHORITY
Housing Authority of Yamhill County
EXHIBIT 2
FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

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

In addition, Contractor agrees to the following specific provisions:

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

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

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

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

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
EXHIBIT 2
FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR
CONTRACTS AND GRANTS

a. All rights to inventions and/or discoveries that arise or are developed, in the
course of or under this Agreement, shall belong to the City and be disposed of in accordance with
City policy. The City, at its own discretion, may file for patents in connection with all rights to
any such inventions and/or discoveries.

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

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

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

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

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for
three years after FEMA or City makes final payments and all other pending matters are closed. In
addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.
EXHIBIT 2
COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

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

Please list five (5) Energy Consulting and Management Services contracts (public agency contracts preferred) that would be representative of your firm’s work and services. Please list at least one reference where the energy price dropped after the public agency entered into an energy contract. Referenced projects must have been ongoing for at least one (1) year or completed within the last three (3) years. If additional space is required, provide on a separate sheet. The City will contact these references.

You must verify that contact person listed is accurate and still employed with the public agency.

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

Description of services provided:

Total dollar amount: ____________________________________________________________

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

Description of services provided:

Total dollar amount: ____________________________________________________________

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

Description of services provided:

Total dollar amount: ____________________________________________________________
ATTACHMENT A
REFERENCES

Reference 4
Public Agency Name: ___________________________ Phone: ___________________________
Contact: ______________________________ Email: ___________________________
Title: ______________________________
Address: ______________________________

Description of services provided:

Total dollar amount: ___________________________
******************************************************************************

Reference 5
Public Agency Name: ___________________________ Phone: ___________________________
Contact: ______________________________ Email: ___________________________
Title: ______________________________
Address: ______________________________

Description of services provided:

Total dollar amount: ___________________________
******************************************************************************