



## NOTICE

**Dallas County specifications supercede any changes made by the Bidder, unless otherwise approved in writing by Dallas County.**

**Vendors Downloading Bid/Proposal Specifications from Dallas County Website agree to the following:**

**VENDOR MUST IMMEDIATELY RETURN THIS FORM BY FAX**

**VENDORS RESPONSIBILITY:**

Vendors are responsible to download and complete any addendums.

\*Addendums will be posted on the Dallas County Website no later than 72 hours prior to Bid Opening

**\*Addendum's extending Bid Openings may be posted on the same day**

### **SPECIFICATION DOWNLOADED ACKNOWLEDGMENT**

Bid No. 2007-118-3034 (ESBD)

Request for Proposals for Cleaning Chemicals and Supplies

COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ Web site: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Federal Tax I.D.# \_\_\_\_\_

**FAX TO: DALLAS COUNTY PURCHASING DEPARTMENT**

**214-653-7878 or 214-653-7449**

PLEASE NOTE:

1. BIDDERS MAY NOT RETURN OFFERS FOR PROPOSALS BY FAX AND/OR E-MAIL
2. BIDDER MUST FOLLOW THE INSTRUCTIONS FOR BID/PROPOSAL SUBMISSION AS OUTLINED IN THE INSTRUCTION TO BIDDERS.

**DALLAS COUNTY IS NOT RESPONSIBLE FOR BIDDERS FAILING TO ADHERE TO THIS REQUIREMENT.  
CHANGES OR MODIFIED SPECIFICATION WILL BE REJECTED.**



*Government Purchasers Saving You Money*

**Founding Co-Sponsors**



**DALLAS COUNTY, TEXAS**

**ON BEHALF OF**

**U.S. COMMUNITIES PURCHASING & FINANCE  
AGENCY  
AND OTHER GOVERNMENT AGENCIES**

**COMPETITIVE SOLICITATION**

**For a  
MASTER AGREEMENT**

**FOR**

**RFP No. 2007-118-3034 Request for Proposal for Cleaning  
Chemicals and Supplies**

## NOTICE TO ALL BIDDERS

All questions regarding this RFP are to be submitted in writing to Shannon Brown with the Dallas County Purchasing Department, via e-mail @ [sbrown@dallascounty.org](mailto:sbrown@dallascounty.org) or by fax to (214) 653-7449 or via mail to Dallas County Purchasing, 509 Main Street Room 623 Dallas, TX 75202. **All questions should be submitted no later than 2:00 p.m. (CDT) Thursday, August 2, 2007.** All questions must reference the RFP number on all correspondence to Dallas County. No oral communication is binding on the County. Dallas County reserves the right to reject/not respond to any questions received after the deadline date.

All Addendums and any other correspondence (general information, question and responses) to this RFP will be made available exclusively through the Dallas County website for retrieval. Vendors are solely responsible for frequently checking this website for updates to this RFP. Dallas County requires each Proposer to acknowledge receipt of all addenda in their Proposal response. **Please note that any proposal that fails to acknowledge receipt of each issued addendum will not be considered for award.**

Addendums to this RFP can be located at the following web address:

<http://www.dallascounty.org/html/departments/purchasing/currentbids.html>  
(go to the appropriate RFP #, click on the appropriate hyperlink for viewing and/or downloading.)

## PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on Thursday, August 9, 2007 at 10:00 am (CDT), at the Dallas County Commissioners Court, 411 Elm Street, Dallas, Texas, 75202. All potential proposers are urged to attend.

## **1.0 Lead Public Agency Master Agreement**

Dallas County (herein “Lead Public Agency”) is competitively soliciting a Master Agreement for Cleaning Chemicals and Supplies (herein “Products”) on behalf of all local and state government agencies, higher education and non-profits that elect to access the Master Agreement (herein “Participating Public Agencies”) and U.S. Communities Purchasing & Finance Agency (herein “U.S. Communities”). The definition of Products to be included in the Master Agreement includes the vendor’s complete catalog of cleaning chemicals and supplies available from the Supplier. ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY AND MOST CURRENT PRODUCT LINES. RFP is subject to Lead Public Agency’s General Conditions and Instructions to Bidders, Special Provisions, and pricing schedule: and the State Notice Addendum provided in Attachment E.

## **2.0 Participating Public Agencies**

The Master Agreement is made available to Participating Public Agencies, at their sole discretion, through on-line registration with U.S. Communities; the Lead Public Agency’s designated administrative and marketing conduit for the Master Agreement. Through on-line registration Participating Public Agencies enter into a Master Intergovernmental Cooperative Purchasing Agreement (herein “MICPA”) with the various Lead Public Agencies that offer Master Agreements through U.S. Communities. With limited exceptions, State laws authorize public agencies to access Master Agreements competitively solicited by other public agencies. The MICPA evidences the joint exercise of the independent purchasing power that the Lead Public Agency and Participating Public Agency each possess in soliciting and accessing the Master Agreement.

The Supplier(s) shall establish a direct relationship with each Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency’s access to the Master Agreement. The Lead Agency is acting as "Contracting Agent" for the Participating Public Agencies and shall not be held liable for any costs, damages or other obligations incurred by any Participating Public Agency.

The Master Agreement shall be interpreted in accordance with and governed by the laws and the applicable purchasing policies and procedures of the State and locality where the Participating Public Agency exists.

## **3.0 Objectives**

This RFP is intended to achieve the following objectives:

- 3.0.1 Provide a comprehensive competitively solicited Master Agreement offering Products Services to participating public agencies nationwide;
- 3.0.2 Establish the Master Agreement as Supplier’s primary offering to participating public agencies nationwide;
- 3.0.3 Achieve cost savings for Suppliers and participating public agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals by participating public agencies and multiple responses by vendors;
- 3.0.4 Combine the volumes of participating public agencies to achieve cost effective pricing; and

- 3.0.5 Reduce the administrative and overhead costs of suppliers and participating public agencies through state of the art ordering and delivery systems.
- 3.0.6 This does not pre-empt participating public agencies from using other contract vehicles or competitive processes as required by law.

#### **4.0 Participating Public Agencies Model**

U.S. Communities has employed the Participating Public Agency Model successfully with a variety of national suppliers, all of whom are listed at [www.uscommunities.org](http://www.uscommunities.org). Allegheny County, PA, Fairfax County, VA, Miami-Dade County, FL, Wichita Public Schools, KS, Harford County Public Schools, MD, Maricopa County, AZ City of Charlotte/Mecklenburg County, NC, Los Angeles County, CA, and the City of Los Angeles have served as Lead Public Agencies, signing Master Agreements. Participating Public Agencies “piggy back” on the competitively bid Master Agreement. Suppliers comply with the state and local laws, rules and regulations in each state and locality where product is provided. Suppliers offer the Master Agreement as their primary contract with local and state government agencies, higher education and non-profits nationwide. The program currently does business with over 27,000 Participating Public Agencies under the Master Agreements.

#### **5.0 Estimated Volume**

The estimated sales volume of Products purchased under the proposed Master Agreement is \$50 million annually, based on an estimated spend of U.S. Communities members. While there is no minimum quantity of products to be purchased under the proposed Master Agreement, Lead Public Agency and the U.S. Communities Advisory Board Members are committed to using the Master Agreement and promoting the Master Agreement among other public agencies. The Advisory Board in 2006 purchased more than \$110 million of products and services from existing U.S. Communities contracts.

#### **6.0 Single or Multiple Awards**

Multiple awards may be made as a result of this RFP if doing so will ensure that any ensuing contracts will allow Dallas County and U.S. Communities to fulfill current and future requirements of the diverse and large number of Participating Public Agencies. The actual utilization of any contract will be at the sole discretion of the Participating Public Agencies. Participating Public Agencies may buy directly from successful Suppliers without need for further solicitation.

#### **7.0 U.S. Communities**

U.S. Communities is a non-profit “instrumentality” of government established to assist public agencies nationwide reduce the cost of purchased goods and improve the administrative effectiveness of the purchasing process for Suppliers and public agencies alike. 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). U.S. Communities has a multi-state Advisory Board consisting of representatives from public agencies and associations. A full listing of Advisory Board Members is provided in Attachment A.

## **GOVERNMENT PURCHASING ALLIANCE (GPA)**

The primary program offered through U.S. Communities is the GPA. Designed in cooperation with the Advisory Board, GPA:

- *Pools the purchasing power of public agencies nationwide;*
- *Achieves bulk volume discounts on behalf of public agencies nationwide; and*
- *Provides a national purchasing forum for public agencies nationwide.*

Suppliers offering products to public agencies through U.S. Communities also benefit through:

- *A single competitively solicited contract offering a broad range of product and services to multiple public agencies nationwide;*
- *A reduction of the administrative, legal and sales overhead associated with responding to multiple bids and proposals from public agencies nationwide; and*
- *Ease of access to public agencies nationwide through promotional efforts of NIGP, NLC, NACo, ASBO, USCM and Advisory Board Members.*

All contracts offered through U.S. Communities are competitively solicited by a lead public agency and may be accessed by any other public agency that has the authority to purchase from another public agency's contracts.

### **8.0 Marketing Support & Administrative Fees**

U. S. Communities provides marketing support for Supplier's products through its major national sponsors, the National League of Cities, the National Association of Counties (NACo), the National Institute for Governmental Purchasing (NIGP), the Association of School Business Officials, International (ASBO) and the U.S. Conference of Mayors (USCM). In addition, the program is sponsored and marketed by a network of State Associations of Counties, Schools and Municipal Leagues. U.S. Communities and the sponsors provide administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, national publications, annual meetings and a network of Local Government 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. Participating Suppliers are required to pay an administrative fee as described on Attachment A - U.S. Communities Administration Agreement for actual sales under the Master Agreement. The administrative fees offset the costs of governance, lead agencies, marketing and administration of U.S. Communities.

### **9.0 Supplier Pre-Qualifications: Program Standards and Commitments**

The objective of this Competitive Solicitation is to establish a Master Agreement that can be accessed by Participating Public Agencies nationwide. Successful Suppliers must have the capacity to meet this national demand in a timely and cost-effective manner. The following Pre-Qualifications have been established to ensure this capacity.

#### **9.1 Pre-Qualification-National Capacity**

- 9.1.1 Qualification to do business in all 50 States;
- 9.1.2 A national sales force;
- 9.1.3 A national distribution network.

- 9.2 Pre-Qualification-Program Standards (See Attachment B, Exhibit II)**
- 9.2.1 A dedicated U.S. Communities National Management Team consisting of a National Account Manager, Lead Referral Manager and IT Manager;
- 9.2.2 Dedicated access and communication links for Participating Public Agencies including a U.S. Communities homepage, dedicated e mail address, toll free hotline, and fax line.
- 9.3 Pre-Qualification-Program Commitments/Supplier Commitments (See Attachment B, Exhibit II)**
- 9.3.1 A. Corporate – A commitment that U.S. Communities is actively supported by national executive management with a focus on the following;
- U.S. Communities will be the supplier’s primary offering to local government agencies, state and higher education (herein “Agencies”) nationwide.
  - A commitment that supplier shall make all existing Agencies, that do business with the supplier, aware of the value and pricing benefits of the U.S. Communities contract and upon authorization transition such Agencies to the supplier’s U.S. Communities contract.

B. Pricing – A commitment that supplier’s U.S. Communities contract pricing is the lowest available pricing (net to buyer) to Agencies nationwide. And a commitment that, if an Agency is otherwise eligible for lower pricing through any other supplier contract, the supplier will match the pricing under U.S. Communities.

C. Economy - A commitment that the supplier will demonstrate the pricing advantage of U.S. Communities over alternative competitive solicitation pricing and will proactively offer U.S. Communities as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

D. Sales – A commitment that the supplier will aggressively market U.S. Communities nationwide through a supplier sales force or dealer network that is properly trained, engaged and committed to offering U.S. Communities as supplier’s primary offering to Agencies nationwide.

**\*\* The above Commitments are incorporated into the attached U.S. Communities Administrative Agreement, which is required to be signed and returned with the Supplier’s RFP response.**

## **10.0 Evaluation/Award Summary**

### **10.1 Overview**

Dallas Texas is soliciting proposals to provide cleaning chemicals and supplies as authorized in the State of Texas Local Government Code 262. This solicitation, in accordance with State of Texas guidelines, provides for a negotiated procurement to obtain the “best value” for the County based on criteria defined herein.

10.2 Evaluation Team

An evaluation team will assess the information provided by vendors in response to the criteria established below. The evaluation team will be comprised representatives of the following agencies: Dallas County Facilities Management Department, Dallas County Purchasing Department, Dallas County Sheriff's Office, and four (4) members from the U.S. Communities Advisory Board. The scores of all evaluators will be used to determine the ranking of each proposal. The award of the contract shall be made to the responsible proposer(s) whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the request for proposals. Award of a contract will be made in the best interest of the County and shall, therefore, be considered final.

The M/WBE Compliance Requirements will be solely reviewed and evaluated by Dallas County's M/WBE Program Coordinator. Her evaluation scores will be incorporated into the overall evaluation process by the evaluation team.

10.3 Evaluation Criteria

The following weighted criteria will be considered in making an award:

	Max. Points
<b>I. Company Profile (References/reputation/experience/financial stability of firm)</b>	<b>10</b>
<b>II. Product Offering (Including "green" initiatives)</b>	<b>35</b>
<b>III. Cost</b>	<b>40</b>
<b>IV. M/WBE Compliance Requirements</b>	<b>15</b>
<b>TOTAL</b>	<b>100</b>

Each proposing firm is responsible for submitting all relevant, factual, and correct information for evaluation of the above criteria with their proposal.

10.4 Selection Process

The County will hold one pre-proposal conference as detailed in this document. Attendance at the pre-proposal conference is encouraged but is not mandatory. Additionally, the County requests that firms submit initial question, in writing, to the County prior to the pre-proposal conference according to the deadlines established in the timeline below. These questions will be addressed during the pre-proposal conference.

Based on the firms' written proposals, the evaluation team will evaluate and score each proposal based on the established rating criteria. The evaluation team will then discuss the results of their review and may request any or all Proposers to participate in an interview. During such interview, the Proposer may be required

to orally and otherwise present its Proposal and to respond in detail to any questions posed. September 17-21, 2007 has been reserved for interviews. Final candidates will be contacted on or about September 10, 2007 with exact date, time and place of interview/presentations.

As part of the evaluation process, the evaluation team may engage in discussions with any Proposer. Discussions might be held with individual Proposers to determine in greater detail the Proposer's qualifications, to explore with the Proposer the scope and nature of the required contractual services, to learn the Proposer's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the County.

Additional meetings may be held to clarify issues or to address comments, as the County deems appropriate. Proposers will be notified in advance of the time and format of such meetings.

**Since the Evaluation Team may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall define the Proposer's best offer for providing the Products and Services described in this RFP.**

Upon completion of the review process, the evaluation team, through the Dallas County Purchasing Department, will make a recommendation to the Dallas County Commissioners Court for award to a vendor.

#### 10.5 Contract Award

The Dallas County Commissioners Court, by formal court order, will authorize staff to proceed with entering into negotiations with the best evaluated firm as determined by Dallas County. In the event the County cannot reach an agreement with the selected firm by negotiation of a contract, as determined by the County, the County may formally end negotiations by written notification to the selected firm. At the County's discretion, the County may then choose to enter into negotiations with the next most highly qualified firm and attempt to negotiate a contract with that firm for services to be rendered. This process will continue until a contract is successively negotiated and/or the County rejects all proposals. All necessary contract documents are prepared by the Dallas County District Attorney, Civil Division or other counsel representing the County and are tailored specifically for this project. No contract shall be binding on the County until it has been approved as to form by the District Attorney or other authorized counsel representing the County and executed by the Dallas County Commissioners Court. Upon execution of contract, a formal Notice-to-Proceed will be issued by the Purchasing Department identifying the exact start date for the project.

It is the intent of Dallas County to enter into a contract with an initial two (2) year term with the option to renew annually for three (3) additional one (1) year periods.

This contract is being solicited in accordance with Texas Local Government Code Chapter 262 which allows Dallas County to consider factors other than price

when making the award as outlined in the evaluation criteria described above. The evaluation committee will consider total cost of ownership when evaluating the price proposals as well as the product offering submitted by Proposers.

**Non-Exclusive Contract.** It is the intent of the County to enter into an agreement with the successful Proposer(s) that will satisfy its needs as described herein. However, the County and Participating Public Agencies reserves the right, as deemed in its best interest, to acquire the same item(s) and services, or any portion thereof, herein described from other sources, or perform the work with its own employees during the term of the contract.

10.6 Proposal Timeline

The evaluation and award process will encompass the following tentative timeline:

Advertising of Solicitation Begins	Monday, July 23, 2007
Deadline for Preliminary Questions	Thursday, August 2, 2007
Pre-Proposal Conference	Thursday, August 9, 2007
Deadline for Final Questions	Wednesday, August 15, 2007
Posting/Release of Responses to Questions:	Monday, August 20, 2007
Proposals Due	Thursday, August 30, 2007
Evaluation Period	September 4-September 24, 2007
Recommendation to Commissioners Court	Tuesday, October 16, 2007
Contract Negotiations	October 22-November 9, 2007
Contract Awarded	Tuesday, November 20, 2007
Contract Begins	January 8, 2008

10.7 Contact During Proposal Process

During the proposal process, firms shall not contact County staff or members of the evaluation team. Additionally, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with County employees, including elected officials, or members of the evaluation team related to this solicitation. Such contact may result in the vendor being disqualified. All contact must be coordinated through Shannon Brown, Purchasing Agent, for this procurement.

## **11.0 Proposal Format**

In order to facilitate the analysis of responses to this RFP, vendors are required to prepare their proposals in accordance with the instructions outlined in this section. Each vendor is required to submit the proposals in a sealed package. Vendors whose proposals deviate from these instructions may be considered non-responsive. Proposals must be prepared as simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. All parts, pages, figures, and tables must be numbered and clearly labeled. The vendor must provide one (1) original and ten (10) copies of the proposal in both written and electronic format.

### **11.1 Transmittal Letter**

Provide a transmittal letter on your firm's letterhead. A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the vendor contractually. If the vendor is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation. The transmittal letter should be of minimal length to serve as the Proposal abstract. The transmittal letter should include the following:

- Name and address of the firm
- Name, title and telephone number of the contact person for the firm
- A statement that the proposal is in response to this RFP
- The signature and printed (typed) name and title of the individual who is authorized to contractually bind the company.

### **11.2 Technical Proposal**

11.2.1 Pre-Qualifications: Provide a Statement, not exceeding 2 pages, highlighting the capacity of your Company to meet each of the pre-qualifications set forth in Section 9.0 above.

11.2.2 Company

- A brief history and description of your company;
- Total number and location of employees;
- Total number and location of sales persons;
- Number and location of administrative & support centers;
- Annual sales for 3 past years;
- Federal Identification Number;
- Latest Dun & Bradstreet report

11.2.3 Distribution

- Describe proposed national distribution of product;
- Identify other companies involved in distribution;
- State cost effectiveness of proposed distribution to end user;
- Number, size and location of distribution facilities;
- State standard delivery time, expedited options and return policy;
- Describe any special programs to improve customer access.

11.2.4 Marketing

- Outline marketing plan for Master Agreement
- Outline training and education plan for national sales force;

- Identify plan for marketing Master Agreement as primary offering;
- Identify plan for marketing to current customers;
- State complaint and issue resolution process;
- Submit resumes of proposed National Management Team.

#### 11.2.5 Products

- The primary objective is to provide the entire product catalog;
- Describe products by the category specified in Section 1.0 above;
- Provide catalog for each category of product specified above;
- Describe services as specified in Section 1.0 above;
- Specify fill rate as applicable.
- If fill rate is less than 95%, explain how 95% can be met;
- Environmental initiatives that include any product certification(s) and company sponsored programs;
- Outline backorder policy.

#### 11.2.6 Administration

- Specify EDI, telephone, fax and internet ordering capacity;
- Specify procurement card acceptance policies;
- State if internet ordering is OBI (open buying on internet);
- State if a single platform is used for orders, delivery and bills;
- List government cooperative purchasing experience;
- Specify capacity to meet local purchasing preferences as required.

#### 11.2.7 Partners

- Include information on all third party alliance partners proposed as part of this contract
- Company history of partners
- Alliance relationship and length of relationship
- Clients where you have done work together
- Products and services provided and how they interface with your product

### **11.3 Business Proposal**

#### 11.3.1 Pricing

- Identify objectively verifiable pricing index to be used;
- Using a fixed % from the index to provide pricing, inclusive of U.S. Communities fee, for each product category specified in Section 1.0 above;
- State if pricing is most favorable offered to government agencies;
- Propose a plan to adjust pricing as market conditions change.

#### 11.3.2 Pricing Incentives and Rebates

- Identify incentives paid to Participating Public Agencies based on volume;
- Identify incentives paid to Participating Public Agencies based on electronic ordering or other criteria.

#### 11.3.4 Pricing Demonstration

- Quote the products shown on Attachment D.

The Offer's proposal and pricing must remain valid for one hundred eighty (180) days from the RFP response due date. All materials included in the response to this RFP, including any portion of the RFP document, may be incorporated into the final agreement.

#### **11.4 Minority/Woman Business Documents**

Dallas County's Minority/Women Business Enterprise (M/WBE) program is designed to ensure the involvement of qualified M/WBEs to "the greatest extent feasible in the County's procurement of goods, equipment, services, and construction projects". The M/WBE office further ensures that "all vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Dallas County shall support, encourage, and implement affirmative steps toward" the program relative to any/all purchases.

Dallas County recognizes M/WBE status as certified by the North Central Texas Regional Certification Agency (NCTRCA). Please contact Leffie Crawford, Minority Business Coordinator for Dallas County at 214 653-6018 with all questions concerning Dallas County's M/WBE program. All bidders must include the M/WBE information forms provided in Appendix C with their response. Failure to include this information could result in the firm's response being deemed non-responsive and excluded from consideration for award.

#### **12.0 General Dallas County Contract Requirements**

##### **AMBIGUITY, CONFLICT, OR OTHER ERRORS IN RFP**

If a Firm discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, he shall immediately notify the County of such error in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for it.

If a Firm fails to notify the County prior to the date and time fixed for submission of Offers of an error or ambiguity in the RFP known to him, or an error or ambiguity that reasonably should have been known to him, he shall not be entitled to additional time by reason of the error/ambiguity or its late resolution.

The County may also modify the RFP prior to the date and time fixed for submission of Offers by issuance/posting of an addendum. All addenda will be numbered consecutively beginning with 1.

##### **OFFER PREPARATION COST**

Dallas County shall not be responsible or liable for any costs associated with the preparation, submittal, presentation, or other costs incurred by participating in this procurement process.  
Signature of Offer

An individual who is authorized to bind the Firm contractually shall sign a transmittal letter, which shall be considered an integral part of the Offer. If the Firm is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

### **ECONOMY OF PRESENTATION**

Proposals are not to contain promotional or display materials, except as they may directly answer, in whole or in part, questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the questions in the RFP. Proposals must address the requirements since the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

### **OFFER OBLIGATION**

The contents of the Proposal and any clarification/negotiation thereto submitted by the successful Firm shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

### **IMPLIED REQUIREMENTS**

Products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the Firm, shall be included in the Proposal.

### **COMPLIANCE WITH RFP SPECIFICATIONS**

It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable Offers. The Firm's response must coincide with the format of the RFP.

### **WITHDRAWAL OF PROPOSAL**

A proposing Firm may withdraw their Proposal by submitting a written request for its withdrawal, such request having the signature of an authorized company representative, to the County Procurement Coordinator at any time prior to the submission deadline. The Firm may thereafter submit a new Proposal prior to the deadline. Modifications offered after the deadline and before the BAFO process will not be considered.

### **STATUS/DISCLOSURE OF PROPOSAL**

All submitted Proposals become the property of the County and will not be returned to the proposing Firm.

The content of all RFP's submitted shall remain in effect for a minimum period of 180 days.

Information requested in the RFP deemed by the responding firm to be privileged and confidential must be marked "Privileged and Confidential Information." The County will endeavor to protect such information from disclosure to competitors to the extent allowable by law. Responding firms are advised that responses are subject to the Texas Public Information Act (Texas Open Records Act), Chapter 552, Texas Government Code.

All Proposal information, including detail price and cost information, shall be held in confidence until a contract is formally executed and/or the RFP is cancelled. Upon award, the Proposals and associated materials shall be open for review by the public in accordance with The Texas Open Records Act. By submitting a Proposal, the proposing Firm acknowledges and accepts that the full contents of the Proposal and associated documents shall become open to public inspection. The County will uphold the confidentiality of Vendor trade secrets to the extent allotted by law. All confidential information and trade secrets must be clearly identified and separated, by the Firm prior to submission of the Offer.

## **CONTRACTUAL DEVELOPMENT**

The contents of the RFP and selected Firm's proposal will become an integral part of the contract but may be modified by provisions of the contract as negotiated. Therefore, the proposing Firm must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

## **EXPENSE AND FEE REQUIREMENTS**

The Firm shall be responsible for payment of expenses and fees associated with the Performance of this agreement, including but not be limited to: wages, salaries, labor, services, materials, supplies, transportation, communications, licensing and inspection, taxes, insurance, bonds, etc.

Dallas County will pay based on the negotiations rates determined in the contract with units to be determined upon task assignment and may include additional rates for work outside the scope of the contract. All fees are to include all travel and other expenses for performing the contract.

## **INVOICES**

The awarded Firm will submit an itemized billing statement in accordance with the awarded contract requirements. Unless noted all invoices will be net 30 days upon receipt in the County Auditors Office.

The original invoice is to be sent to the County Auditor's Office 500 Main Ste. 407 Dallas, Texas 75202. A copy of the invoice is to be sent to the Dallas County MIS Director, 411 Elm St. 3<sup>rd</sup> Floor, Dallas, Texas 75202 for approval. Any disputes in billing must be resolved by the County MIS Director.

## **INDEMNIFICATION**

The Vendor agrees that it will protect, defend, indemnify, and save whole and harmless the County and all of its officers, agents, and employees from and against all claims, demands, causes or action, damages, judgments, loss and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Vendor or any agent, servant, employee or sub-contractor of the Vendor in the execution or performance of this Contract. Vendor further agrees to protect, indemnify and hold County harmless against and from any and all claims and against and from any and all loss, cost, damage, judgments or expense, including attorney's fees arising out the breach of any of the requirements and provisions of this contract of any failure of Vendor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.

## **COLLUSION**

The successful Vendor may be required to provide an affidavit that he has not conspired with other potential suppliers in any manner to attempt to control competitive pricing. This paragraph does not however, preclude two or more suppliers of certain parts of the requirements from presenting a combined or joint Offer for the purpose of providing a complete Offer.

### **MONETARY RESTITUTION**

In the event the contract is prematurely terminated due to non-performance and/or withdrawal by the Vendor, Dallas County reserves the right to seek monetary restitution (to include but not limited to; withholding of monies owed) from the Vendor to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination Vendor's rate and new company's rate) beginning the date of Vendor's termination through the contract expiration date. In the event civil suit is filed to enforce this provision, Dallas County will seek its attorney's fees and cost of suit from the Vendor.

### **FINANCIAL INTEREST**

No official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the County shall render the contract involved voidable by the Commissioners Court of the County. It is the responsibility of the Bidder during all phases of the procurement process to notify the County in writing of any potential conflict of interest.

### **LITIGATION**

Any Firm who is currently involved, either directly or indirectly with any litigation against or involving the County, which, as determined by the Commissioners Court, may not be in the best interest of the County may be disqualified and/or not considered for an award.

### **RIGHT TO REJECTION**

The County reserves the right, at its sole discretion, to reject and any all Proposals or to cancel this RFP in entirety as determined to be in the best interests of the County. Any Proposal received which does not meet the requirements of this RFP, may be considered to be non-responsive, and the Proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable Federal, State and Local laws and regulations.

The County reserves the right, at its sole discretion, to waive any technicality in Proposals provided such action is in the best interest of Dallas County. Where the County waives minor technicalities in Proposals, such waiver does not modify the RFP requirements or excuse the proposing Firm from full compliance with the RFP. Notwithstanding any minor technicalities, the County may hold any Firm to strict compliance with the RFP.

### **GOVERNING LAW VENUE**

The laws of the State of Texas shall govern any proposed agreement, and all obligations of the parties created hereunder are performable in Dallas County, Texas. In any legal action arising from this Agreement, the laws of Texas shall apply and exclusive venue shall lie in Dallas County, Texas.

### **FISCAL FUNDING**

Any agreement resulting from this RFP will be subject to the availability of governmental fiscal funding. If such funds become reduced or unavailable, any contract agreement shall be subject to immediate modifications, reduction or termination on the expiration date or date in which the funds have been eliminated.

## **ASSIGNMENT**

Firms shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the Dallas County Commissioners Court. Should the County authorize the original awardee to subcontract (assign) any portion of this contract, the original awardee will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the original awardee must maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payments of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of this contract and/or legal ramifications, due to nonperformance. Should the County authorize the original contractor to transfer this contract, in whole or part, the secondary contractor will maintain all the legal responsibilities set forth in the context of this contract; and the original contractor will continue to be responsible for the performance of the secondary contractor. However, in the event of the assignment or sale of original awardee's assets, Dallas County, at its option, may terminate or renegotiate the terms of this Contract.

## **INSURANCE REQUIREMENTS**

Any vendor that conducts business with Dallas County, whether it is for goods and/or services, must maintain lawful worker's compensation/self insured employee coverage requirements and adequate liability limitations.

The Contractor, at its own expenses, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Texas, possessing a current A.M. Best, Inc. Rating of "A" or better.

The policies may provide coverage, which contain deductible or self- insured retention. Such deductible and/or self-insured retention shall not be applicable with respect to the coverage provided to Dallas County under such policies. The Contractor shall be solely responsible for all deductibles and/or self-insured retention.

Within ten (10) days after contract award and prior to the commencement of any work or delivery, the Purchasing Agent requires the successful vendor(s) to submit verification of the following coverage. The insurance coverages, except Workers Compensation and Professional Liability, required by this Contract, shall name Dallas County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear).

All insurance required herein shall be maintained in full force and effect through out the term of this contract, including all extensions.

Commercial General Liability: Contractor shall maintain Commercial General Liability Insurance with a limit not less than \$1,000,000.00 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage.

Crime Policy: Contractor shall maintain a Crime Policy for Employee Dishonesty with a limit not less than \$1,000,000.00. Coverage shall include provision for Theft, Disappearance and Destruction.

Vendors and/or their freight contractors must be prepared to show coverage verification prior to entering upon Dallas County premises.

Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of the contract, or cancellation of the contract or both. (Court Order 2003-1792, September 30, 2003)

Submitted responses/RFP's shall become the property of Dallas County and shall be subject to any applicable open records statutes. The content of all RFP's submitted shall remain in effect for a minimum period of 180 days.

Information requested in the RFP deemed by the responding firm to be privileged and confidential must be marked "Privileged and Confidential Information." The County will endeavor to protect such information from disclosure to competitors to the extent allowable by law. Responding firms are advised that responses are subject to the Texas Public Information Act (Texas Open Records Act), Chapter 552, Texas Government Code.

### **INSURANCE LAPSES**

In the event successful firm fails to maintain insurance as required by this contract, successful firm shall immediately cure such lapse in insurance coverage at successful firm's sole expense, and pay County in full for all costs and expenses incurred by County under this contract as a result of such failure to maintain insurance by successful firm, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance coverage. Such costs and attorney's fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to successful firm by County. Moreover, the County shall retain five percent (5%) of the value of the Contract that shall be placed into an account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of such lapse. The retainage shall be held by County until six (6) months after the term of the Contract has ended or has otherwise been terminated, cancelled or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance.

SUCCESSFUL FIRM FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES INCURRED BY COUNTY DUE TO SUCCESSFUL FIRM'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. SUCCESSFUL BIDDER(S), AT ITS OWN EXPENSE WITH COUNSEL OF COUNTY'S CHOICE, WILL DEFEND AND HOLD COUNTY HARMLESS IN ANY CLAIM OR ACTION AGAINST COUNTY THAT OCCURRED AS A DIRECT OR INDIRECT RESULT OF SUCCESSFUL FIRM'S FAILURE TO MAINTAIN INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. WITHOUT WAIVING ANY RIGHTS UNDER SOVEREIGN IMMUNITY, THE COUNTY SHALL COOPERATE WITH AND MAY MONITOR SUCCESSFUL BIDDER(S) IN THE DEFENSE OF ANY CLAIM, ACTION, OR PROCEEDING AND WILL, IF APPROPRIATE, MAKE EMPLOYEES AVAILABLE AS SUCCESSFUL FIRM MAY REASONABLY REQUEST WITH REGARD TO SUCH DEFENSE, SUBJECT TO THE REIMBURSEMENT BY SUCCESSFUL FIRM

OF ALL COSTS AND EXPENSES OCCASIONED BY THE COUNTY'S COOPERATION IN SUCH DEFENSE. SUCCESSFUL FIRM AGREES NOT TO SETTLE ANY SUCH CLAIM WITHOUT THE COUNTY'S CONSENT, WITH CONSENT WILL NOT BE UNREASONABLY WITHHELD OR DELAYED.

### **DISCLOSURE FORM CIQ**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Dallas County no 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire is included in this solicitation. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Dallas County Clerk at 509 Main Street, 2nd Floor, Dallas, Texas 75202.

### **13.0 General Dallas County Product Requirements**

- 13.1 Contractor shall furnish all labor, personnel, service, supervision, skills, material, parts, supplies, equipment for unloading products, dollies, fuel surcharges, shipping, handling, transportation and documentation necessary to perform the requested services and provide the required products.
- 13.2 This will be firm fixed unit price contract for a twelve (12) month period. This contract may be renewed or extended for two (2) additional, twelve (12) month periods subject to the availability of departmental funding, vendor performance, mutual agreement by all parties, and the approval of the Dallas County Commissioners Court. All renewal/extension shall be based on existing terms, conditions, and price structures set forth in original bid award or as amended by the Dallas County Commissioners Court.
- 13.3 Minimum Order Requirements: Fifty (\$50.00) per purchase order release
- 13.4 Dallas County does not guarantee any quantities to be purchased under this contract. The quantities indicated in the bid are for evaluation purposes only and may not reflect the actual quantity required during the duration of the contract.
- 13.5 Contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs.
- 13.6 Delivery: Inside delivery is required F.O.B. Destination as indicated on purchase order, freight pre-paid within fourteen (14) days excluding County holidays after receipt of valid purchase order number via mail, fax or other types of electronic transmission. Back-ordered items may be given an additional ten (10) days if proper written notification is provided to the Dallas County Purchasing Department, c/o Purchasing Agent at 509 Main Street, 6<sup>th</sup> Floor, Room 623,

Dallas, Texas 75202. Primary delivery locations shall include, but not be limited to the following service center listed below (Dallas County reserves the right to add/delete centers as it deemed necessary) :

- 13.6.1.1 Facilities Management  
North Tower Maintenance Supply Room  
113 W. Commerce St.  
Dallas, Texas 75207  
214.653.2974
  
- 13.6.1.2 Sheriff's Department Loading and Receiving Dock  
111 Commerce St.  
Dallas, Texas 75207  
214.653.2883/2885
  
- 13.6.1.3 Cook Chill Facility  
French Settlement  
Dallas, Texas  
214.637.5374
  
- 13.6.1.4 Juvenile Detention Center  
2600 Lone Star Dr.  
Dallas, Texas 75212  
214.698.4430
  
- 13.6.1.5 Letot Center  
10505 Denton Dr.  
Dallas, Texas  
214.357.9818
  
- 13.6.1.6 Youth Village and Medlock  
1508 E. Langdon Rd  
Dallas, Texas 75241  
972.225.9704
  
- 13.6.1.7 Pallets can not be stacked more than 80" height due door restriction within the facility. This 80" height restrict will be enforced throughout the term of this contract.

13.7 Delivery and Labeling Requirements: When full case quantities are ordered, they are to be delivered in factory sealed boxes/cartons. Items are to be delivered on disposable 4-way wooden pallets at no extra charge to Dallas County. All outside label listings shall include but not limited to the following information indicated below. Failure to provide the required labeling information may result in rejection of the shipment due to non-compliance with contract requirements. Contractor will bear all cost associated with rejection.

- 13.7.1 Dallas County Purchase Order Number
- 13.7.2 Description of the product
- 13.7.3 Manufacturer name and part number
- 13.7.4 Quantity per case
- 13.7.5 Weight per case

- 13.7.6 Inside Delivery Requirement: Pallets can not be stacked more than 80" height due door restriction within the facility. This 80" height restrict will be enforced throughout the term of this contract.
- 13.8 Delivery Hours: All deliveries will be made during normal business hours of 7:30 a.m. – 2:30 p.m. CST, Monday through Friday, excluding County Holidays. Contractor will make arrangement with the requesting department before shipment of products to insure County personnel will be available to receive shipment. No empty pallets, shrink wrap, plastic or metal bands, cardboard barriers or shipping materials of any kind are to be left at delivery site.
- 13.9 Delivery Violation: It shall be the Contractor's responsibility to meet the County's delivery and performance requirements, as called for in the bid specifications. Dallas County reserves the right and will be held free from any liabilities to obtain services or products on the open market in the event the Contractor fails to make delivery or perform in accordance to terms stated herein and any and all price differential will be charge against the Contractor.
- 13.10 All products, material and/or supplies must be new, un-used, clean, and ready to immediate use. Products, material and/or supplies shall be commercial and/or institutional grade (first quality).
- 13.11 All products, materials and/or supplies requested by Dallas County must be of the highest quality and must conform to appropriate standards.
- 13.12 All products, material and/or supplies offered must meet applicable Federal Specifications.
- 13.13 Brand name or trade name are for reference only such identification is intended to be descriptive and is not intended to be restrictive or limit competition Other products will be considered for award if such products are identified in the bid and are determined by the County to meet its needs. Products substantially equivalent to those designated shall qualify for consideration. Bids on brands other than those listed are subject to approval based on evaluation.
- 13.14 Samples: Contractor will be required to furnish samples of proposed items for examination and evaluation by Dallas County (if bidding brand other than requested). All samples shall be furnished and delivered to the Dallas County Purchasing Department (unless other wised stated).
- 13.15 Technical and Descriptive Literature: Bidders shall provide upon request by Dallas County the complete manufacturer's technical and descriptive literature regarding the brand and material your firm is proposing to utilize under this contract. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted.
- 13.16 Product Discontinuance/Substitution: Written notification is required to the Dallas County Purchasing Department at 509 Main Street, 6th Floor, Room 623, Dallas, Texas 75202 on any and all notice of discontinue or substitution of product. In

the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 13.16.1 No product or brand substitutions shall be made unless the vendor has obtained written approval and authorization from the Dallas County Purchasing Department.
- 13.16.2 Documentation that provides clear and convincing evidence that the substitution item meet or exceeds the written specifications required by the original Invitation for Bid.
- 13.16.3 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model. The cost of a substituted item shall be the same or less than the cost of the awarded item.
- 13.16.4 A sample of the substituted item must be received by Dallas County Purchasing Department and approved by Dallas County. Contractor must have written conformation from Dallas County Purchasing Department of the substitution before making delivery.
- 13.16.5 Documentation from the manufacturer that the product of model has been discontinued.
- 13.16.6 Documentation that names the replacement product or model.
- 13.16.7 Any unauthorized substitution will be picked up by the Contractor within five (5) business days upon notification by Dallas County. Failure to pick-up the product item(s) within the five (5) business day period (unless other arrangement have been approved in advance) will be considered a donation to Dallas County.
- 13.17 Ordering Authority: Contractor should understand that any request for purchase of material, goods, or services shall be accompanied by a valid Dallas County Purchase Order Number issued by the Dallas County Purchasing Department.
- 13.18 Shipping: Bid prices shall be made F.O.B. destination as indicated in purchase order, inside delivery, freight pre-paid to the requesting department within Dallas County. The awarded Contractor shall retain title and control of goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by Vendor/Supplier. The County will notify the awarded Contractor of any damaged goods or products and shall assist the Vendor in arranging for inspection
- 13.19 Shipping Documents: A packing list or other suitable shipping documents shall accompany each shipment and shall include the following:

- 13.19.1 Name and address of the Contractor;
  - 13.19.2 Name and address of the County Department;
  - 13.19.3 County purchase order number;
  - 13.19.4 A description of material shipped, including item number, quantity, number of containers and package number, if applicable.
- 13.20 The successful Contractor shall assign an account representative to Dallas County. This representative shall be responsible for but not limited to :
- 13.20.1 Coordinating all orders and shipments
  - 13.20.2 Coordinate with using County Departments
  - 13.20.3 Provide Dallas County with a quarterly usage report delineating the acquisition activity governed by the Contract. One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested bidders. The successful Contractor(s) shall furnish a quarterly report detailing the items purchased under this contract. Reports must be filed within fifteen (15) calendar days after the end of each reporting period. The format of the report shall be approved by the Dallas County Purchasing Department and shall disclose the quantity and dollar value of each contract items by individual unit.
- 13.21 Invoicing Requirements: All invoices shall include, but not be limited to the following information:
- 13.21.1 Dallas County Purchase Order Number
  - 13.21.2 Quantity shipped
  - 13.21.3 Description of material and/or product number
  - 13.21.4 Pricing per unit
  - 13.21.5 Two (2) invoices are required. Invoices shall be sent to addresses below to expedite payment:

Requesting Department address stated on Purchase Order Number

And

Dallas County Auditor's Office  
Attn: Account Payable

509 Main Street, 4<sup>th</sup> Floor, Room 407  
Dallas, Texas 75202  
214.653.6473

- 13.22 **Damaged or Substandard Products:** Damaged or Sub-standard product that is shipped and/or furnished as a result of Contractor negligence will either be replaced (and expedited at contractor's expense) or if the customer prefers, be noted on the receiving report and deducted from final payment. Additionally, the contractor will be responsible for shipping costs and arranging for pick-up of any defective returns, and arranging for a Call Tag to insure freight is charged to Contractor for defective returns, within ten (10) business days.
- 13.23 **Warranty:** The successful Contractor must warrant all items to be free from defects in material and workmanship. The manufacturer's standard warranty shall apply to materials supplied under resulting contract. Upon notice by Dallas County, Contractor will promptly repair or replace without charge any product furnished under this contract that is found not to comply with the specifications or defective.
- 13.24 **Failure to comply with requirements stated in these specifications will result in the termination of contract due to non-performance.**
- 13.25 **Award:** Dallas County shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price and product evaluation. Dallas County reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the County.

#### **14.0 Dallas County Technical Requirements**

##### **14.1 Floor Wax (Water Emulsion) Stripper**

The product desired under this specification shall be intended for the removal of aged and/or heavy buildup of water-based wax, polymer and detergent-resistant floor finishes. It shall be suitable for application to the standard grades or resilient and mineral floorings. It shall be a more effective solubilizer of normal finish films than general purpose detergents and shall be formulated specifically for use in applications designed to remove floor finish films.

14.1.1 **Composition -** This product shall contain detergents, buffering agents, and emulsifiers for efficient wax and finish removal. Additional ingredients are permissible at the option of the manufacturer. Must be strong enough to remove sealers and heavy wax build ups. (No scrub/stripper)

14.1.2 **Performance Specifications - General -** the remover shall be a uniform, homogenous, low-sudsing, liquid product free of objectionable odors. It shall contain no abrasives, shall be soluble or miscible in water all

proportions, and shall perform satisfactorily whether prepared for use with hard or soft waters when diluted in accordance with the manufacturer's instructions provided it is applied as directed.

14.1.3 Deleterious Action on Flooring Materials - Use dilutions of the product shall comply with Requirement 3.8, "Deleterious Action on Linoleum, Asphalt, and Rubber Tile flooring" of Federal Specification P-D-220 when tested in accordance with test Method 4.4.6 of that specification.

14.1.4 Floor Finish Removal Efficiency - The dried film on the test panel shall be completely removed after 100 oscillations using the remover at the recommended use dilution and the manufacturer's floor finish when tested in accordance with ASTM D1792.

14.1.5 PH Value - minimum 12.5 or maximum 12.9

14.1.6 Free Acid: The product shall not contain free acid in any proportions.

14.1.7 Free KOH or NaOH - the product shall not contain sodium hydroxide (NaOH) or potassium hydroxide (KOH) in any proportions.

14.1.8 Ammonia Content - ammonia free.

14.1.9 Viscosity - the concentrated shall have a viscosity not greater than H when compared to the Gardner Bubble Viscometer Standards in accordance with ASTM D1545.

14.1.10 Solubility - the product shall be completely soluble at the manufacturer's maximum recommended use dilution.

14.1.11 Rinsing Properties - the product shall be free rinsing.

## 14.2 Floor Wax Finish Detergent Resistant

The floor finish desired under this specification shall be a commercial/institutional high quality, detergent-resistant floor finish for the maintenance of resilient tile floors, sealed wood and cork floors and terrazzo.

14.2.1 Composition - This product shall consist of metal-interlocked plastic polymers and such alkali soluble resins, wax type emulsions and plasticizers as the manufacturer shall deem necessary to meet the requirements of this specifications. The product, in container state, shall meet the following characteristics: Total Solids: 16%- 18%

Ph: 8.7

Oil free

- 14.2.2 Performance - Film characteristics - the film produced by this finish shall show no pronounced whiteness or yellowing, shall be smooth finish, clear, free from powdering, dusting or excising dirt pickup. The product shall dry to a non-tacky, lustrous finish without buffing or polishing, but it is required that minor traffic marks be repairable by standard low speed buffing machine.
  - 14.2.3 Stability - the product shall remain in the same fluid state as made, and show no creaming, gelling or separation for a period of twelve (12) months when stored under normal conditions in original, unopened containers.
  - 14.2.4 Detergent Resistance - film shall not be removed or blistered, nor show appreciable loss of gloss other than abrasive marks from brush bristles.
  - 14.2.5 Removability - shall withstand normal maintenance cleaning with soap, detergents or detergent-disinfectants without impairing the finish.
  - 14.2.6 Slip-Resistance - the floor finish shall be slip resistant, with a static coefficient of friction of >0.5
  - 14.2.7 Water Spot Resistance - the film shall not be whitened or removed when exposed to a nominal amount of plain water.
  - 14.2.8 Re-coat ability - the second coat film shall show no crazing or streaking.
  - 14.2.9 Freeze-Thaw Stability - the product shall withstand, without harmful effect, in excess of two (2) cycles of freeze and thaw.
  - 14.2.10 Odor - the product shall have no offensive odor when received nor shall it develop an offensive odor upon storage in the original, unopened container.
- 14.3 Brooms
- 14.3.1 Brooms to comply with requirements of Dallas County Sheriff's Department for usage in a correctional environment. Restrictions will apply to brooms containing metal parts as solely determined (accepted/rejected) by the Sheriff's Department.
  - 14.3.2 Lightweight, plastic head, soft tip bristle broom
  - 14.3.3 Bristles - plastic filament fiber with magnetic action (flagged tipped)
  - 14.3.4 Sweeping surface - minimum 10" with 4-5 rows of 4" length bristles.
  - 14.3.5 Handle - 1" diameter, 4' length wooden (metal handle not acceptable). The handle is to be permanently secured to the plastic broom head by a single rivet and/or securely glued. (Screws, nails, etc. are not acceptable securing devices).
  - 14.3.6 Brooms/bristles rinse clean, dry quickly.

**Attachment A**  
**U.S. Communities Advisory Board Members**

City/County of Denver, Colorado  
City of Houston, Texas  
City of San Antonio, Texas  
Cobb County, Georgia  
Fairfax County, Virginia  
Los Angeles County, California  
Davis Joint Unified School District, California  
Great Valley School District, Pennsylvania  
School District of Hillsborough County, Florida  
Miami-Dade County/Public Health Trust, Florida  
City of Charlotte/Mecklenburg County, North Carolina  
City of Los Angeles, California  
City of Seattle, Washington  
Dallas County, Texas  
Hennepin County, Minnesota  
Maricopa County, Arizona  
Detroit Public Schools, Michigan  
Harford County Public Schools, Maryland  
San Diego Unified School District, California  
Wichita Public Schools, Kansas

# ATTACHMENT B

## U.S. COMMUNITIES ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (THIS "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the U.S. Communities Purchasing and Finance Agency (herein "Agency") and \_\_\_\_\_(herein "Supplier").

### RECITALS

WHEREAS, the \_\_\_\_\_(herein "Lead Public Agency") has entered into a Master Agreement dated \_\_\_\_\_, Agreement No. \_\_\_\_\_, by and between the Lead Public Agency and Supplier, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of \_\_\_\_\_(herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies (herein "Participating Public Agencies") may purchase Product at prices stated in the Master Agreement;

WHEREAS, the Agency is an instrumentality of government with the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, the Agency serves as the administrative agent for Lead Public Agency and other lead public agencies with regard to other Master Agreements offered through the U.S. Communities Government Purchasing Alliance;

WHEREAS, Lead Public Agency desires the Agency to proceed with administration of the Master Agreement on the same basis as other Master Agreements;

WHEREAS, the Agency and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis;

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

### DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

### TERMS AND CONDITIONS

2. The Master Agreement, as attached hereto as Exhibit I 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.
3. The Agency 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 the Agency under this Agreement including, but not limited to, the Supplier's obligation to provide the indemnification and insurance set forth in the General Conditions and Instructions to Suppliers.
4. The Supplier shall perform all of its duties, responsibilities and obligations in the time and manner as required to be performed by the Supplier as set forth in the Master Agreement.
5. The Agency shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier hereby agrees that the Agency shall act in the capacity of administrator of purchases under the Master Agreement.
6. With respect to any purchases by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, the Agency: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Lead Public Agency or such Participating Public Agency; (ii) shall not be obligated, liable or

responsible for any order made by Lead Public Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any Participating Public Agency to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Master Agreement. The Agency makes no representation or guaranty with respect to any minimum purchases by Lead Public Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

#### **TERM OF AGREEMENT**

7. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that all indemnifications afforded by the Supplier to the Agency shall survive the term of this Agreement.

#### **NATIONAL PROMOTION**

8. Agency and Supplier shall publicize and promote the availability of the Master Agreement's products and services to any other public agencies and such agencies' verified employees. Supplier has reviewed, understands and agrees to the Supplier Commitments and Program Standards attached hereto and incorporated herein as Exhibit II. Supplier's failure to maintain the Commitments and/or comply with the Program Standards shall be 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 the Agency's sole discretion.
9. Lead Public Agency shall execute a completed Lead Public Agency Certificate to a Master Intergovernmental Cooperative Purchasing Agreement. An example of the Lead Public Agency Certificate is attached hereto as Exhibit III and an example of the Master Intergovernmental Cooperative Purchasing Agreement is attached hereto as Exhibit IV. Supplier shall require each Participating Public Agency register its participation in the U.S. Communities program using the electronic registration feature at [www.uscommunities.org](http://www.uscommunities.org). No purchases shall be made hereunder until the applicable public agency has registered electronically with U.S. Communities.
10. Upon request, Supplier shall make available to interested public agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such agencies to evaluate potential purchases. Supplier authorizes Agency's use of Supplier's name, trademarks and materials in promoting the use of the Master Agreement.

#### **QUARTERLY FEES & REPORTING**

11. Supplier shall pay Agency a quarterly administrative fee in the amount of 1% of the total purchase price for the first \$10 million in annual sales; 1.5% of the total purchase price for the next \$10 million in annual sales; 2% of the total purchase price for the next \$320 million in annual sales; and 2.5% of the total purchase price for annual sales of \$340 million and beyond, , excluding taxes and shipping, for all purchases under the Master Agreement and provide the Agency with an electronic accounting report, in a format prescribed by the Agency, summarizing all purchases under the Master Agreement. A sample of the reporting format appears at Exhibit V. Quarterly fees and reports shall be made with respect to all purchases shipped and billed pursuant to the Master Agreement for the applicable quarter.
12. Supplier shall at its expense maintain an accounting of all purchases made by Participating Public Agencies. Agency and Lead Public Agency reserve the right to audit the accounting for a period of four (4) years from the date the Agency receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Lead Public Agency or Agency. Quarterly reports and the administrative fee applicable to each quarter are due within 30 days of the end of each calendar quarter as set forth above. The Agency reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the administrative fee to program sponsors and state associations of government.
13. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified 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 the Agency's sole discretion. All administrative fees not paid within 30 days of the end of each quarter shall bear interest at the rate of 1 1/2% per month until paid. Administrative fee payments shall be made by check or wire to U.S. Communities or the Agency's Designee or Trustee as may be directed in writing by the Agency.
14. Agency or its designee may, at the Agency's sole discretion, compare public agency records with quarterly reports submitted by Supplier. If there is a discrepancy, the Agency will notify the Supplier in writing. Supplier will have 30 days from the date of such notice to resolve the discrepancy to the Agency's reasonable satisfaction. If the Supplier does not so resolve the discrepancy, the Agency shall have the right to engage outside services to conduct an

independent audit of Supplier's quarterly reports and Supplier shall be obligated to reimburse the Agency's costs and expenses for such audit.

**GENERAL PROVISIONS**

- 15. 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.
- 16. 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 he may be entitled.
- 17. This Agreement and the Agency's rights and obligations hereunder may be assigned at Agency's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform Agency's obligations hereunder.
- 18. 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. The Agency may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

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

B. Lead Public Agency  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Supplier  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: U.S. Communities Project Manager

- 19. 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.
- 20. 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.
- 21. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.
- 22. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California as a contract executed and delivered within the State of California and to be fully performed within the State of California.
- 23. This Agreement shall inure to the benefit of and shall be binding upon the Agency, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

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

U.S. COMMUNITIES PURCHASING AND FINANCE AGENCY

\_\_\_\_\_  
By \_\_\_\_\_  
[typed name]

SUPPLIER: \_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_  
[typed name]

**Attachment B**  
**Exhibit I – Master Agreement**

**(To Be Attached When Lead Public Agency and Supplier Have Entered Into a  
Master Agreement)**

## **Attachment B**

### **Exhibit II – Commitments & Program Standards**

**U.S. Communities Purchasing & Finance Agency (U.S. Communities) is a non-profit instrumentality of government established by local and state government to assist public agencies reduce the cost of purchased goods and finance purchased goods. The Association of School Business Officials, International (ASBO), the National Association of Counties (NACo), the National Institute of Governmental Purchasing (NIGP), the National League of Cities (NLC), and the United States Conference of Mayors (USCM), jointly sponsor the U.S. Communities Government Purchasing Alliance (U.S. Communities).**

**Designed in cooperation with an Advisory Board of state and local government purchasing officials, U.S. Communities pools the purchasing power of public agencies, achieves bulk volume discounts on behalf of public agencies, competitively solicits quality products through a lead public agency and provides a purchasing forum for public agencies nationwide.**

**The following document contains an explanation of the commitments, requirements and expectations of all suppliers that enter into an administrative agreement with U. S. Communities. Please review and provide the signature of a Corporate Officer at the end of each section.**

## MUTUAL COMMITMENTS

U.S. Communities views each awarded Program Supplier relationship as a Public Private Partnership with the objectives of providing maximum Public Benefit to Public Agencies and maximum benefit to Suppliers from participation. The successful foundation of the partnership requires Commitments from both U.S. Communities and the Suppliers. Below are the Commitments U.S. Communities delivers to its Suppliers. In return U.S. Communities asks each supplier to make the Commitments set forth below to ensure that U.S. Communities is providing the highest level of public benefit to Participating Public Agencies:

### **U.S. Communities Commitments to Program Suppliers**

**Marketing** – U.S. Communities will proactively and jointly market the Supplier’s contract to Agencies nationwide through a network of major national sponsors (NLC, NACo, USCM, ASBO & NIGP) and state sponsors. In addition the U.S. Communities staff will enhance the Suppliers marketing efforts through in person meetings with public agencies, participation in key events and tradeshow and by providing online tools to the Supplier’s sales force.

**Training** – U.S. Communities is dedicated to training and educating the Supplier sales force. The U.S. Communities Regional Managers’ primary focus is the education, training and engagement of the Supplier’s sales force. The Regional Managers will conduct face to face training sessions as well as conduct joint calls with major Public Agencies. This direct support of the field is enhanced by a Supplier login that provides presentations, documents and information to assist the Supplier field sales force in effectively promoting their U.S. Communities contract.

**Knowledge Management Support** – U.S. Communities will provide resources and tools to enable the Supplier to leverage the program’s knowledge and data. Prior to implementation, the Supplier’s sales force will be provided access to a private login site that contains marketing, training and targeting data.

### **Program Supplier Commitments to U.S. Communities**

**Corporate** – A commitment that U.S. Communities is actively supported by national executive management with a focus on the following;

- U.S. Communities will be the supplier’s primary offering to local government agencies, state and higher education (herein “Agencies”) nationwide.
- A commitment that supplier shall make all existing Agencies, that do business with the supplier, aware of the value and pricing benefits of the U.S. Communities contract and upon authorization transition such Agencies to the supplier’s U.S. Communities contract.

**Pricing** – A commitment that supplier’s U.S. Communities contract pricing is the lowest available pricing (net to buyer) to Agencies nationwide. And a commitment that, if an Agency is otherwise eligible for lower pricing through any other supplier contract, the supplier will match the pricing under U.S. Communities.

**Economy** - A commitment that the supplier will demonstrate the pricing advantage of U.S. Communities over alternative competitive solicitation pricing and will proactively offer U.S. Communities as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

**Sales** – A commitment that the supplier will aggressively market U.S. Communities nationwide through a supplier sales force or dealer network that is properly trained, engaged and committed to offering U.S. Communities as supplier’s primary offering to Agencies nationwide.

The Corporate, Pricing, Economy and Sales Commitments are the foundation of the relationship between U.S. Communities and its suppliers. The Commitments are not negotiable. If a supplier is found to be in violation and/or non-compliance with one or more of the U.S. Communities Commitments, the supplier will have ninety days to provide resolution and come into compliance. Failure to do so will result in removal from the U.S. Communities national program.

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

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

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

## **SUPPLIER PROGRAM STANDARDS**

We recognize that each supplier has a successful business and may choose to manage its U.S. Communities program in a variety of ways that best suit the supplier’s business model, organization and market approach. The following are Program Standards intended to assist the supplier in successfully implementing the U.S. Communities contract:

**U.S. Communities Administration Agreement** - The supplier is required to execute the U.S. Communities Administration Agreement (“Agreement”) 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.

**National Account Management Team** – The supplier shall provide a National Account manager with the authority and responsibility for the overall success of the U.S. Communities contract within the supplier’s organization. The supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications from U.S. Communities concerning new public agency registrations and for ensuring timely follow up by the supplier’s staff to requests for contact from public agencies. Additionally, the supplier shall provide the personnel necessary to implement and support a supplier-based internet web page dedicated to the supplier’s U.S. Communities program and linked to the U.S. Communities web site.

**Local, State and Higher Education Agency Access** - Establish the following communication links to facilitate customer access and communication:

- ❑ A dedicated U.S. Communities internet web-based homepage with:
  - U.S. Communities standard logo with Founding Co-Sponsors;
  - Copy of original Request for Proposal or Invitation to Bid;
  - Copy of contract and amendments between lead public agency and supplier;
  - Summary of products and pricing;
  - Electronic link to U.S. Communities' online registration page;
  - Other promotional material as desired.
- ❑ A dedicated toll free national hotline for U.S. Communities
- ❑ A fax number for inquiries and orders
- ❑ A dedicated e mail address for general inquiries, "uscommunities@(name of supplier).com"

**Electronic Registration** - The supplier is responsible for ensuring that each Participating Public Agency has completed U.S. Communities' online registration process prior to processing the Participating Public Agency's first sales order.

**Sales Report** - The supplier is responsible for accurate and timely reporting of all **Participating Public Agency sales**. Suppliers are required to comply with the following key reporting requirements;

- ❑ The report is to be submitted within 30 days of the end of each calendar quarter in the prescribed format set forth in the Agreement.
- ❑ Exception reporting – U.S. Communities will send to each vendor an exception report that details where the supplier sales report differed from the registration database and the anticipated actions to correct those discrepancies. These corrections must be completed prior to the following quarterly sales report.
- ❑ Online Reporting - Within 60 days of quarter end, U.S. Communities will provide online reporting available to the supplier with updated quarterly sales reporting. The supplier will be asked to follow up and report back within 30 days of receiving the notification on specific reports available to them online.

**Administrative Fees** - The supplier is responsible for paying to U.S. Communities an administrative fee on all Participating Public Agency sales volumes within 30 days of the end of each calendar quarter as set out in the Agreement.

**Quarterly Review** - U.S. Communities will schedule a quarterly meeting with the supplier to evaluate the supplier's performance of Supplier Commitments and Program Standards outlined herein.

**U.S. Communities Awareness** - U.S. Communities is responsible for marketing the overall U.S. Communities concept and program to Participating Public Agencies. U.S. Communities marketing is intended to supplement and enhance the direct sales effort of the supplier. The supplier assists by providing camera-ready logos and by participating in related trade shows and conferences. U.S. Communities employs a national marketing team, a web based registration and lead referral system, a network of national and state sponsors, direct mail, the Internet and newsletters and other publications to increase U.S. Communities awareness.

**Supplier Sales** - Supplier is responsible for proactive direct sales of supplier's goods and services to public agencies nationwide and the timely follow up to leads established by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All sales materials are to use the U.S. Communities logo. U.S. Communities will provide each Supplier with its logo and the standards to be employed in the use of the logo. At a minimum, the supplier's sales initiatives should communicate:

- Contract was competitively solicited by a Lead Public Agency;
- Best government pricing
- No cost to participate
- Non-exclusive contracts

**Branding and Logo Compliance** – Supplier is responsible for complying with the U.S. Communities branding and logo standards and guidelines. U.S. Communities related marketing material must be submitted to U.S. Communities for review.

**Sales Force Training** - Supplier is responsible for the training of its national sales force on the U.S. Communities contract. U.S. Communities is available to train regional or district managers and generally assist with the education of sales personnel. At a minimum, sales training should include:

- Key features of U.S. Communities contract
- Working knowledge of National Sponsors and U.S. Communities Organization and Solicitation Process
- Awareness of the range of public agencies that can access U.S. Communities

**Name:** \_\_\_\_\_

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

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

## **Supplier Corporate Commitment Guidelines**

1. The supplier must demonstrate in their RFP response and through out the term of their contract that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as an executive(s) with company wide authority.
2. The supplier's field force (direct and/or authorized dealer / rep agency etc.) must lead with their U.S. Communities contract when calling on public agencies nationwide. If the supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) U.S. Communities is required to be the lead offering not just one of the supplier's options. If a supplier meets resistance or an objection to utilizing U.S. Communities from a public agency, prior to offering an alternate contract option, the suppliers sales representative must contact the U.S. Communities Regional Manager in the area and request assistance in over coming the barrier or objection. If the U.S. Communities Regional Manager is unable to resolve the public agency's objection then the supplier is permitted to pursue other options.
3. In states where the supplier has an existing state contract, U.S. Communities expects the supplier to notify the state of its U.S. Communities contract and transition the state to U.S. Communities upon the state's request. Regardless of whether or not the state decides to transition to U.S. Communities, U.S. Communities expects the supplier to lead with the U.S. Communities contract to the local public agencies with in the state. Local public agencies include but are not limited to; counties, cities, school districts, special districts, community colleges, colleges, universities and non-profits.  
The above applies to other cooperatives held by the supplier.
4. U.S. Communities recognizes that the main value for a supplier to participate in the U.S. Communities program is to generate new incremental revenue. To ensure the credibility of the program U.S. Communities requires its suppliers to inform their existing public agency customers of their U.S. Communities contract. If an existing public agency client requests to be transitioned to the supplier's U.S. Communities contract, U.S. Communities expects the supplier to transition the client and report the client's purchases to U.S. Communities going forward

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

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

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

## Supplier Pricing Commitment Compliance Guidelines

It is U.S. Communities expectation that the standard pricing offered through the supplier's U.S. Communities contract is generally the lowest overall available pricing net to buyer to state and local agencies nationwide. The supplier does have recourse available to come into compliance with the U.S. Communities pricing commitment when a pre-existing contract and / or a public agency's unique buying pattern provide one or more public agencies a lower price than the supplier's U.S. Communities contract. The following options are intended for limited use and not as a routine business practice.

1. If the supplier has a contract that is available to one or more public agencies that offers lower pricing than their U.S. Communities contract, the supplier is required to match the pricing under the U.S. Communities contract and make the eligible public agencies aware that the lower pricing is available under their U.S. Communities contract. If one or more of the eligible agencies request to transition to the U.S. Communities contract, the supplier is expected to transition the agency and report the agency's purchases under the U.S. Communities contract going forward. The price match only applies to eligible agencies. Below are three examples of contracts and eligible agencies.
  - a. The supplier holds a state contract with lower pricing that is available to all public agencies within the state. The supplier would match the lower state pricing under U.S. Communities and make it available to all public agencies within the state.
  - b. The supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. The supplier would match the lower cooperative pricing under U.S. Communities and make it available to the ten public agency cooperative members.
  - c. The 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. The supplier would be required to match the lower pricing under the U.S. Communities contract and make it available only to the individual public agency.
2. Occasionally U.S. Communities and its suppliers interact with a public agency that has a buying pattern that is a large deviation from the normal public agency buying pattern that causes the supplier's U.S. Communities pricing to be non-competitive and / or higher than an alternative contract held by the supplier. The cause could be created by a unique end user preference or requirement. When this occasion arises the supplier has the ability to address the issue by lowering the price under the U.S. Communities contract on the item(s) causing the large deviation. The supplier would not be required to lower the price for other agencies.

## **PUBLIC AGENCY SOLICITATION RESPONSE GUIDELINES**

While it is the objective of the U.S. Communities program to have public agencies piggyback on the contracts rather than issue their own bids and RFPs, U.S. Communities recognizes that for various reasons many public agencies will issue their own solicitations. The following options are available to U.S. Communities Suppliers when responding to Public Agency solicitations.

1. Respond to the bid or RFP with pricing that is higher (net to buyer) than the Suppliers' U.S. Communities contract pricing.
2. Respond to the bid or RFP with pricing that is higher (net to buyer) than the Suppliers' U.S. Communities contract pricing. If an alternative response is permitted offer the U.S. Communities contract as an alternative for their consideration.
3. Respond with your U.S. Communities contract pricing. If successful the sales would be reported under U.S. Communities,
4. If competitive conditions required pricing lower than the standard U.S. Communities contract pricing, the supplier can submit lower pricing through the U.S. Communities contract. If successful the sales would be reported under U.S. Communities,
5. Do not respond to the bid or RFP. Make the U.S. Communities contract available to the agency to compare against their solicitation responses.

**Name:** \_\_\_\_\_

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

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

**Attachment B**  
**Exhibit III – Lead Public Agency Certificate**

**EXAMPLE OF LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of the public agency identified (the “Lead Public Agency”) that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

\_\_\_\_\_  
Authorized Signature, Lead Government Agency

\_\_\_\_\_  
Date

**Attachment B**  
**Exhibit IV – Master Intergovernmental Cooperative Purchasing Agreement**

**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 bidding 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 volumes (herein “Products”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products 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;

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.
2. That the procurement of Products 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 bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, 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.

5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

## **Attachment B**

### **Exhibit V – Quarterly Fees & Reporting**

#### **U. S. Communities Reporting Procedures**

Pursuant to the contract terms under the U.S. Communities Administrative Agreement and related to Quarterly Fees and Reporting, the following is the reporting and audit process to be implemented immediately.

30 Days after Quarter End, quarterly sales reporting is due in the required format as depicted in Sales Reporting Example, Figure 3, on the following pages. Company must make reasonable attempts at filling in all required information and contact Agency with a plan to correct any deficiencies of data field population.

Submitted report data will be verified by Agency against the registration database data. Any data that differs with the registration database will be changed before sending to Program Trustee, Wells Fargo, for processing.

Agency will send to each vendor an exception report that details where the vendor sales report differed from the registration database and the anticipated actions to correct those discrepancies. These corrections must be completed with changes forwarded and closed off with Agency prior to the following quarterly sales report. Any questions should be directed to Agency in writing to [ckuranko@uscommunities.org](mailto:ckuranko@uscommunities.org).

Within 60 days of quarter end, Agency will provide online reporting available to vendors, sponsors and agencies with updated quarterly sales reporting. The vendors will be asked to follow up and report back on specific reports available to them online. The areas of concern that suppliers will be requested to review and report back on include but are not limited to:

- Dropped/Decreased Sales Report
- Zero States Sales Report
- Registered Agency w/ out Sales Report

The above reports will be made available through Agency's web site and will be found under "Quarterly Sales Report." Other reports that are available under "Quarterly Sales Report" and may be helpful in resolving reporting issues and enabling better management of your U.S. Communities contract are:

- Agency Type Qtr Comparison Sales Report
- State Qtr Comparison Sales Report
- Increased Sales Report
- New Lead Sales Report
- Hot Prospect Sales Report
- Advisory Board Usage Report
- Sales Report Builder

If upon review of sales reports or sales analysis by participating public agencies, sponsors, advisory board members or Agency staff, a sales reporting discrepancy is highlighted, Company will be informed of follow up requirements by e-mail. Company will be expected to provide to Agency data that sufficiently clarifies sales issues in question in a timely manner so as to be resolved to Agency and Lead Agency's reasonable satisfaction within 30 days of written request; and if not resolved Agency will have the right to conduct an audit and subject late fees to the sales in question. If past due fees are determined payable, once amount is determined, Wells Fargo must receive payment by vendor within 15 days.

The above requests are in accordance to the terms listed under Quarterly Fees and Reporting in the Administrative Agreement.

**Figure 3; Sales Reporting Example**

Column Description					
Column Name	Data Type	Length	Sample	Comment	
TIN	Text	9	956000735, 066001854	No Dash, Do not omit leading zero.	
Supplier ID	Number	3	111, 110, 116	See Supplier ID Table Below	
Account No.	Text	25 max	Depends on supplier account no.		
Agency Name	Text	255 max	City of Groton, Los Angeles County		
Dept Name	Text	255 max	Purchasing Dept, Finance Dept		
Address	Text	255 max			
City	Text	255 max	Pittsburgh, Los Angeles	Must be a valid City name	
State	Text	2	PA, CA, IL		
Zip	Text	5	90071, 06340	No Dash, Do not omit leading zero, Valid zip code	
Agency Type	Number	2	20, 30, 31	See Agency Type Table Below	
Year	Number	4	2005		
Qtr	Number	1	1, 2, 3, 4		
Amount	Number	variable	45090.79	Two digit decimal point	
<b>NOTE: All fields are required except for Dept Name and Address</b>					
<b>Supplier ID Table</b>			<b>Agency Type Table</b>		
<b>Supplier Id</b>	<b>Supplier Name</b>			<b>Agency Type ID</b>	<b>Agency Type Description</b>
107	Knoll			10	K-12
108	Steelcase			11	Community College
110	Graybar			12	College and University
111	Office Depot			20	City
113	Haworth			21	City Special District
114	Herman Miller			22	Consolidated City/County
115	GTSI			30	County
116	Zep			31	County Special District
117	Interface			80	State Agency
119	Milliken			81	Independent Special District
120	Virco			82	Non-Profit
123	Getstetner Ricoh Savin			84	Other
125	Sportime			99	Unknown
126	Gametime				
127	Landscape Structures				
128	Little Tikes				

Column Description					
Column Name	Data Type	Length	Sample	Comment	
TIN	Text	9	956000735, 066001854	No Dash, Do not omit leading zero.	
Supplier ID	Number	3	111, 110, 116	See Supplier ID Table Below	
Account No.	Text	25 max	Depends on supplier account no.		
Agency Name	Text	255 max	City of Groton, Los Angeles County		
Dept Name	Text	255 max	Purchasing Dept, Finance Dept		
Address	Text	255 max			
City	Text	255 max	Pittsburgh, Los Angeles	Must be a valid City name	
State	Text	2	PA, CA, IL		
Zip	Text	5	90071, 06340	No Dash, Do not omit leading zero, Valid zip code	
Agency Type	Number	2	20, 30, 31	See Agency Type Table Below	
Year	Number	4	2005		
Qtr	Number	1	1, 2, 3, 4		
Amount	Number	variable	45090.79	Two digit decimal point	
<b>NOTE: All fields are required except for Dept Name and Address</b>					
<b>Supplier ID Table</b>				<b>Agency Type Table</b>	
<b>Supplier Id</b>	<b>Supplier Name</b>			<b>Agency Type ID</b>	<b>Agency Type Description</b>
107	Knoll			10	K-12
108	Steelcase			11	Community College
110	Graybar			12	College and University
111	Office Depot			20	City
113	Haworth			21	City Special District
114	Herman Miller			22	Consolidated City/County
115	GTSI			30	County
116	Zep			31	County Special District
117	Interface			80	State Agency
119	Milliken			81	Independent Special District
120	Virco			82	Non-Profit
123	Getstetner Ricoh Savin			84	Other
125	Sportime			99	Unknown
126	Gametime				
127	Landscape Structures				
128	Little Tikes				

**Attachment C**  
**Dallas County M/WBE Forms**



**DALLAS COUNTY  
M/WBE SPECIFICATION FOR BIDS/RFP'S**

**Questions concerning this section should be directed to:**

**Leffie T. Crawford, Minority Business Officer  
Minority & Women Business Enterprises  
Email: [ltcrawford@dallascounty.org](mailto:ltcrawford@dallascounty.org)  
Phone: 214-653-6018 / Fax: 214-653-7449**

## **MINORITY/WOMEN BUSINESS SPECIFICATIONS FOR BIDS/RFPs**

**I. POLICY STATEMENT** Dallas County is wholly committed to developing, establishing, maintaining, and enhancing minority involvement in the total procurement process. It is the policy of Dallas County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services, and construction projects. The County, its contractors, their suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate "yardstick" in contractor, subcontractor, vendor, service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Dallas County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Dallas County.

**II. REQUIREMENT OF ALL BIDDERS** Each firm responding to this solicitation shall be required to submit with their bid information regarding minority/women business participation in this project. This would include:

Check upon completion (forms attached):

- 1. Compliance with Dallas County's Good Faith Effort Policy.
- 2. MBE/WBE Participation Report Form.
- 3. A Letter of Assurance A or a Letter of Assurance B.
- 4. MBE/WBE Identification.
- 5. Vendor Statistical Report (must **also** be submitted on subcontractors with 20% or more of the work).
- 6. Dallas County M/WBE Payment Report.

### **Note**

*In the event that the awarded vendor is authorized to subcontract and commits effort to utilize minority and/or women owned businesses as subcontractors, the name, address and telephone number of the actual subcontractor(s) with actual dollar awards to these subcontractors must be submitted to the Purchasing Department within five (5) working days after bids are opened. Once work commences, the awarded vendor (prime contractor) must submit an M/WBE subcontractor status payment report (attached) with each payment invoice before payments will be authorized for release.*

filename: c:/mwbe/mwbe\_899 wpd

## 1. GOOD FAITH EFFORT

Prior to an award, all bidders/proposers will be required to document a "Good Faith Effort" to secure minority/women-owned businesses as subcontractors/subconsultants. In the case of some construction projects, this documentation may be submitted after award of the contract, for those subcontract areas occurring later in the construction process. However, if the successful bidder does not document a "Good Faith Effort" in securing minority/women-owned businesses, a representative of the company must appear before the Dallas County Commissioners Court and explain the situation and answer any questions raised by the Court.

Fulfillment of the "good faith effort" can be accomplished by:

1. Attendance of pre-bid/pre-proposal conference, as scheduled by the County.
2. Efforts to follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.
3. Efforts made to select portions of the work proposed to be performed by minority/women-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).
4. Documenting each minority/woman-owned firm contacted, the conclusion or decision regarding inclusion and reasons for the conclusions.
5. Efforts to assist the minority/women-owned firms contacted that needed assistance in obtaining bonding, lines of credit or insurance.
6. Efforts that demonstrate that the contractor effectively used the services of available community organizations, contractor's groups, local, state and federal small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## 2. MBE/WBE PARTICIPATION REPORT

\_\_\_\_\_  
PROJECT NUMBER

\_\_\_\_\_  
PROJECT TITLE

**Total Amount of Your Bid \$** \_\_\_\_\_  
(The amount above should equal the total amount as shown on the bid sheet)

List each MBE/WBE business that you plan to use on this initiative. **Deletion of firms must be approved by Dallas County prior to finalization.**

Name of MBE/WBE	NCTRCA* Certification #	Phone#	S / M**	Description of Work	Amount	<u>%</u>
_____	_____	_____	__ __	_____	_____	_____
_____	_____	_____	__ __	_____	_____	_____
_____	_____	_____	__ __	_____	_____	_____
_____	_____	_____	__ __	_____	_____	_____

\*North Central Texas Regional Certification Agency - \*\*S = Sub (contractor/consultant) \*\*M= Material Supplier

No MBE/WBE's Added: **Please Explain:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**COMPLETE THIS PORTION OF THE FORM WITH DATA ON YOUR COMPANY.**

**NAME OF YOUR BUSINESS:** \_\_\_\_\_ **ADDRESS:** \_\_\_\_\_ **PHONE#** \_\_\_\_\_

\_\_\_\_\_ ( ) \_\_\_\_\_

\_\_\_\_\_  
Printed Name Of Preparer                      Signature                      Title                      Date



<b>DALLAS COUNTY</b> <b>Vendor Statistical Report</b> <small>(prime/subs performing &gt;19% of initiative)</small> <b>Permanent Full-Time Employment</b> <small>(not part time/temp/seasonal)</small>			COMPANY NAME:						
			ADDRESS:						
			TELEPHONE:						
<b>MALE</b>	<b>WHITE</b>	<b>BLACK</b>	<b>HISPANIC</b>	<b>NATIVE AMER.</b>	<b>ASIAN PACIFIC</b>	<b>ASIAN INDIAN</b>	<b>OTHER</b>		
Officials/Managers									
Professionals									
Technicians									
Sales Workers									
Office/Clerical									
Craft Workers (Skilled)									
Operatives (Semi Skilled)									
Laborers (Unskilled)									
SERVICE WORKERS									
<b>TOTAL</b>									
FORMAL ON-THE-JOB TRAINEES:									
WHITE COLLAR									
PRODUCTION									
<b>FEMALE</b>	<b>WHITE</b>	<b>BLACK</b>	<b>HISPANIC</b>	<b>NATIVE AMER.</b>	<b>ASIAN PACIFIC</b>	<b>ASIAN INDIAN</b>	<b>OTHER</b>		
Officials/Managers									
Professionals									
Technicians									
Sales Workers									
Office/Clerical									
Craft Workers (Skilled)									
Operative-(Semi Skilled)									
Laborers (Unskilled)									
Service Workers									
<b>TOTAL</b>									
FORMAL ON-THE-JOB TRAINEES:									
WHITE COLLAR									
PRODUCTION									
<b>TOTAL</b>									
<b>CHECK ONE:</b>	Minority-Owned Firm Certification #			Issued by NCTRCA	Signature/Date:  Typed Name and Title:				
	Women-Owned Firm Certification #			Issued by NCTRCA					
	Non-Minority Owned Firm								

## ***DESCRIPTION OF JOB CATEGORIES***

**Officials and Managers** - Occupations requiring administrative/managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. ***Includes:*** officials, executives, middle managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

**Professionals** - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. ***Includes:*** accountants/auditors, airplane pilots, navigators, architects, artists, chemists, designers, dieticians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel/labor relations specialists, physical scientists, physicians, social scientists, teachers, and kindred workers.

**Technicians** - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through two (2) years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. ***Includes:*** computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

**Sales** - Occupations engaging wholly or primarily in direct selling. ***Includes:*** advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

**Office and Clerical** - Includes clerical type work regardless of level of difficulty, where the activities are predominately non-manual though some manual work not directly involved with altering or transporting the products is included. ***Includes:*** bookkeepers, collectors (bills/accounts), messengers, office helpers, office machine operators (incl.computer), shipping- receiving clerks, stenographers, typists, secretaries, telegraph/telephone operators, legal assistants, and kindred workers.

**Craft Workers (skilled)** - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. ***Includes:*** building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern/model makers, stationary engineers, tailors, traioresses, art occupations, hand painters, coaters, bakers, decorating occupations, and kindred workers.

**Operatives (semiskilled)** - Workers who operate machine or processing g equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. ***Includes:*** apprentices (auto mechanics, plumbers bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, sewers and stitches, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, stationary fire fighters, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers,meat cutters, inspectors, testers and graders, hand packers and packages, and kindred workers.

**Laborers (unskilled)** - Workers in manual occupations which generally require no special training, performs elementary duties that may be learned in a few days and requires the application of little or no independent judgement. ***Includes:*** garage laborers, car washers and greasers, groundskeeper and gardeners, farm workers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

**Service Workers** - Workers in both protective and non-protective service occupations. ***Includes:*** attendants (hospital and other institutions, professional and personal service, including nurses aides, and orderlies), barbers, char-workers and cleaners, cooks counter and fountain workers, elevator operators, fire fighters and fire protection, guards, doorkeepers, stewards, janitors, police officers and detective, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, users, public transportation attendants, and kindred workers.

### **On-the-Job Trainees:**

**Production** - Persons engaged in formal training for craft worker -- when no trained under apprentice programs -- operative, laborer and service occupations.

**White Collar** - Persons engaged in formal training, for official, managerial, professional, technical, sales, office and clerical occupations.

# DALLAS COUNTY MBE/WBE PAYMENT REPORT

Project Number
Project Title
Invoice#
Work Order Date
Job #

**Prime/General Contractor** \_\_\_\_\_

List each MBE/WBE business that you plan to use on this initiative. **Deletion of firms must be approved by Dallas County prior to finalization.**

Name of MBE/WBE	Planned Amount	Planned %	Amount of invoice	Amt Paid to Date	% to Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

*Note:  
This form must be completed and submitted with each payment request.  
Any (significant) deviation from planned should include attached explanation*

The information listed above is certified to be correct:

Reviewed by:

Printed Name of Officer/Director
Signature of Officer/Director
Date
Dallas County Project Mgr
Date

## Attachment D Local Core List

Item	Description	UOM	Est. Qty.	Price	Manufacturer	Product #
<b>Cleaners and Disinfectants</b>						
1	Germicidal Liquid Bleach	Case	6,100			
2	Bowl and Bathroom Disinfectant	Gallons	500			
3	Multi-Purpose Foam Disinfectant Cleaner	Case	25			
4	Aerosol Foam Germicidal Disinfectant Cleaner	Case	3,500			
5	Aerosol Disinfectant Spray	Case	50			
6	Liquid Abrasive Crème Disinfectant Cleanser with Bleach (non-concentrated)	Case	50			
7	Powder Disinfectant Cleanser with Bleach	Case	300			
8	General Purpose Cleaner	Case	225			
9	General Purpose Cleaner	Case	200			
10	Pine-Sol Cleaner	Case	150			
11	Liquid Orange Citrus Degreaser and Cleaner	Drum	2			
11a	Liquid Orange Citrus Degreaser and Cleaner	Case	6			
12	Degreaser, Cleaner and Deodorizer (concentrated)	Case	12			
13	Disinfectant-Detergent Germicide (powder, water soluble)	Case	500			
14	Soap Scum Remover	Case	50			
15	Surface Cleaner (not concentrated)	Case	1,100			
16	Stainless Polish (non-aerosol spray)	Case	400			
	Drain Openers/Drain Maintainer					
17	Enzyme Drain Opener Treatment	Case	500			
<b>Fresheners/Odor Neutralizers</b>						
18	Air Fresheners (aerosol)	Case	100			
19	Super Odor Neutralizer	Case	5			
20	Replacement Air Freshener Mist Spray	Each	300			
21	Liquid Fabric Refresher and Odor Eliminator (gallon container)	Case	3			
21a	Liquid Fabric Refresher and Odor	Each	12			

## Attachment D Local Core List

Item	Description	UOM	Est. Qty.	Price	Manufacturer	Product #
	Eliminator (trigger spray 32-34 oz.)					
<b>Soaps/Skin Care</b>						
22	Personal Size Bar Soap (individually wrapped)	Case	900			
23	Anti-Bacterial Deodorant Bar Soap (individually wrapped)	Case	500			
24	Mild Bar Soap (individually wrapped)	Case	120			
25	Non-Hypoallergenic Bar Soap (individually wrapped)	Case	3,100			
26	Pink Thick Lotion Soap (non concentrated)	Case	1,050			
27	Liquid Antimicrobial Hand Soap (non concentrated)	Case	600			
28	Dry Soap Powder Detergent	Case	3,775			
29	Instant Hand Sanitizer	Case	50			
30	Instant Hand Sanitizer with Aloe	Case	30			
30a	Instant Hand Sanitizer – FDA Food Code Compliant	Case	10			
30b	Antibacterial Lotion Soap	Case	25			
30c	Pink & Klean Skin Cleanser	Case	15			
30d	Clean and Fresh Lotion Antimicrobial Soap	Case	80			
30e	Clean and Fresh Pink Pearl Essence Lotion Soap	Case	300			
30f	MultiGreen Citrus Hand Cleanser	Case	1			
31	Refill (1000 ml) for GOJO and Purell Soap Dispenser Units	Case	24			
32a	Refill (1000 ml) for GOJO and Purell Soap Dispenser Units (FDA Food Code Compliant)	Case	45			
32b	Refill (1000 ml) for GOJO and Purell Soap Dispenser Units (with moisturizer)	Case	50			
33	Refill (800 ml) for Soft Soap Dispenser Units (not concentrated – with moisturizers)	Case	12			
33b	Refill (800 ml) for Soft Soap Dispenser Units (not concentrated)	Case	12			

## Attachment D Local Core List

Item	Description	UOM	Est. Qty.	Price	Manufacturer	Product #
	– antiseptic soap)					
34	Instant Waterless Hand Sanitizer and Cleaners with pump and dispenser bottle (8-12 oz)	Each	150			
35	Liquid Antibacterial Moisturizing Soap with pump and dispenser bottle (7-18 oz)	Each	48			
36	Instant Hand Sanitizer Towel Wipes (individually wrapped)	Case	60			
<b>Floor Care</b>						
37	Floor Wax Stripper Concentrated Formula	Gallons	4,500			
38	Floor Wax Finish (non concentrated)	Gallons	5,600			
<b>Miscellaneous Items</b>						
39	Drain and Toilet Plungers	Each	220			
40	Toilet Bowl Brush	Each	12			
41	Palmyra Fiber Plastic Block Brush	Each	1,200			
42	Heavy Duty Dust Pan	Each	1,200			
43	Premium Red Oil Base Floor Sweeping Compound	Boxes	100			
44	20" white polishing floor pads	Cases	31			
45	20" red buffing floor pads	Cases	260			
46	20" black stripping floor pads	Cases	250			
47	20" ultra high speed floor pads	Cases	2			
48	20" natural hair high speed floor pads	Cases	2			
49	20" extra-hair natural high speed floor pads	Cases	2			
50	Pre-treated dust mop heads (cotton and synthetic blend pretreated yarn) – 24" length	Each	130			
51	Pre-treated dust mop heads (cotton and synthetic blend pretreated yarn) – 36" length	Each	190			
52	Dust Mop Head Frames – size 24" x 5"	Each	90			
53	Dust Mop Head Frames – size 36" x 5"	Each	65			
54	Replacement Mop Heads (32 oz.)	Case	3,000			

## Attachment D Local Core List

Item	Description	UOM	Est. Qty.	Price	Manufacturer	Product #
55	Replacement Mop Heads (24 oz.)	Case	6			
56	Mop Handles (1 1/8" diameter)	Each	6,000			
57	Push Broom (24")	Each	600			
58	Floor Broom	Each	3,700			
59	Institutional Mop Bucket with Wringer (Combo)	Sets	250			
60	Institutional Mop Bucket with Sideward	Each	100			
61	Brute Type Round Containers with Lids (44 gallons)	Each	75			
61a	Brute Type Round Containers with Lids (32 gallons)	Each	144			
61b	Brute Type Round Containers with Lids (20 gallons)	Each	12			
61c	Brute Type Round Containers with Lids (10 gallons)	Each	12			
61d	Brute Type Round Containers with Lids (55 gallons)	Each	12			
62	Industrial Flock Lined Medium Weight Latex Gloves (size large)	Boxes	1,800			
62a	Industrial Flock Lined Medium Weight Latex Gloves (size x-large)	Boxes	100			
63	Industrial Grade Latex Rubber Gloves – Ambidextrous (size medium)	Boxes	500			
63a	Industrial Grade Latex Rubber Gloves – Ambidextrous (size large)	Boxes	3,000			
63b	Industrial Grade Latex Rubber Gloves – Ambidextrous (size x-large)	Boxes	4,000			
64	Nitrile Disposable Gloves – Powder Free – Ambidextrous (size large)	Boxes	1,000			
64a	Nitrile Disposable Gloves – Powder Free – Ambidextrous (size x-large)	Boxes	1,000			
65	Heat Sealable Property Bags	Case	100			
66	24 oz. clear plastic bottle with	Each	2,100			

**Attachment D  
Local Core List**

Item	Description	UOM	Est. Qty.	Price	Manufacturer	Product #
	trigger sprayer					
67	Facial Tissue – flat box – 2 ply	Case	100			
68	17” wooden countour suit hanger	Each	500			
69	Herringbone Dish Towel with stripes (100% terry cotton, hemmed ends, size 15” x 26”)	Dozen	15			
70	Herringbone Dish Towel with stripes (100% terry cotton, hemmed ends, size 14” x 26”)	Dozen	10			
71	Sheeting Rags (100% cotton or cotton blend, size 24” x 24”)	Pounds	6,000			
72	Storage Containers (polycarbonate)	Each	1,000			
73	Structural Foam Tilt Truck	Each	6			

## Attachment E

**Pursuant to Oregon Revised Statutes Chapter 279A.220 and other state notice provisions the following public agencies are registered with U.S. Communities and are eligible to access the contract award made pursuant to this solicitation and are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statute:**

### **Cities, Towns, Villages and Boroughs**

CITY OF ADAIR VILLAGE  
CITY OF ASHLAND  
CITY OF AUMSVILLE  
CITY OF AURORA  
CITY OF BEAVERTON  
CITY OF BOARDMAN  
CITY OF BURNS  
CITY OF CANBY  
CITY OF CANYONVILLE  
CITY OF CLATSKANIE  
CITY OF COBURG  
CITY OF CONDON  
CITY OF COOS BAY  
CITY OF CORVALLIS  
CITY OF COTTAGE GROVE  
CITY OF DALLAS  
CITY OF DAMASCUS  
CITY OF DUNDEE  
CITY OF EAGLE POINT  
CITY OF ECHO  
CITY OF ESTACADA  
CITY OF EUGENE  
CITY OF GATES  
CITY OF GRANTS PASS  
CITY OF GRESHAM  
CITY OF HILLSBORO  
CITY OF HOOD RIVER  
CITY OF JOHN DAY  
CITY OF KLAMATH FALLS  
CITY OF LA GRANDE  
CITY OF LAKE OSWEGO  
CITY OF LAKESIDE  
CITY OF LEBANON  
CITY OF MALIN  
CITY OF MEDFORD  
CITY OF MILL CITY  
CITY OF MILWAUKIE  
CITY OF MORO  
CITY OF MOSIER  
CITY OF NORTH PLAINS

CITY OF OREGON CITY  
CITY OF PHOENIX  
CITY OF PILOT ROCK  
CITY OF PORTLAND  
CITY OF POWERS  
CITY OF REEDSPORT  
CITY OF RIDDLE  
CITY OF SANDY  
CITY OF SCAPPOOSE  
CITY OF SHADY COVE  
CITY OF SHERWOOD  
CITY OF ST. PAUL  
CITY OF TIGARD, OREGON  
CITY OF TUALATIN, OREGON  
CITY OF WARRENTON  
CITY OF WEST LINN/PARKS  
CITY OF WILSONVILLE  
CITY OF WINSTON  
CITY OF WOOD VILLAGE  
CITY OF WOODBURN  
CITY OF YACHATS  
KEIZER POLICE DEPARTMENT  
LEAGUE OF OREGON CITIES  
PORTLAND DEVELOPMENT COMMISSION

**Counties and Parishes**

ASSOCIATION OF OREGON COUNTIES  
BENTON COUNTY  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION  
CLATSOP COUNTY  
COLUMBIA COUNTY, OREGON  
COOS COUNTY HIGHWAY DEPARTMENT  
CROOK COUNTY ROAD DEPARTMENT  
CURRY COUNTY OREGON  
DESCHUTES COUNTY  
DOUGLAS COUNTY  
GILLIAM COUNTY  
GILLIAM COUNTY OREGON  
GRANT COUNTY, OREGON  
HARNEY COUNTY SHERIFFS OFFICE  
HOOD RIVER COUNTY  
JACKSON COUNTY HEALTH AND HUMAN SERVICES  
JEFFERSON COUNTY  
LAKE COUNTY  
LINCOLN COUNTY  
LINN COUNTY  
MARION COUNTY , SALEM, OREGON  
MORROW COUNTY  
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES  
MULTNOMAH LAW LIBRARY  
NAMI LANE COUNTY

POLK COUNTY  
SHERMAN COUNTY  
UMATILLA COUNTY, OREGON  
UNION COUNTY  
WALLOWA COUNTY  
WASCO COUNTY  
WASHINGTON COUNTY  
YAMHILL COUNTY

**K - 12**

ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL  
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD  
BANDON SCHOOL DISTRICT  
BEAVERTON SCHOOL DISTRICT  
BEND / LA PINE SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BROOKING HARBOR SCHOOL DISTRICT NO.17-C  
CANBY SCHOOL DISTRICT  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADE SCHOOL DISTRICT  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO. 6  
CENTRAL SCHOOL DISTRICT 13J  
CLACKAMAS EDUCATION SERVICE DISTRICT  
COOS BAY SCHOOL DISTRICT  
COOS BAY SCHOOL DISTRICT NO.9  
COQUILLE SCHOOL DISTRICT 8  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CROSSROADS CHRISTIAN SCHOOL  
CULVER SCHOOL DISTRICT NO.  
DALLAS SCHOOL DISTRICT NO. 2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SD NO.6 - SISTERS SD  
DOUGLAS COUNTY SCHOOL DISTRICT 116  
DOUGLAS EDUCATION SERVICE DISTRICT  
DUFUR SCHOOL DISTRICT NO.29  
ESTACADA SCHOOL DISTRICT NO.108  
FOREST GROVE SCHOOL DISTRICT  
GLADSTONE SCHOOL DISTRICT  
GLIDE SCHOOL DISTRICT NO.12  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
HARNEY COUNTY SCHOOL DIST. NO.3  
HARNEY EDUCATION SERVICE DISTRICT  
HEAD START OF LANE COUNTY  
HERITAGE CHRISTIAN SCHOOL  
HIGH DESERT EDUCATION SERVICE DISTRICT

HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LEBANON COMMUNITY SCHOOLS NO.9  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C - SCIO SD  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT - SALEM - KEIZER PS  
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES  
MCMINNVILLE SCHOOL DISTRICT NO.40  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MORROW COUNTY SCHOOL DISTRICT  
MULTISENSORY LEARNING ACADEMY  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MYRTLE POINT SCHOOL DISTRICT NO.41  
NEAH-KAH-NIE DISTRICT NO.56  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH SANTIAM SCHOOL DISTRICT 29J  
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH  
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NO.46  
OUR LADY OF THE LAKE SCHOOL  
PHOENIX-TALENT SCHOOL DISTRICT NO.4  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT NO.35  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SEASIDE SCHOOL DISTRICT 10  
SEVEN PEAKS SCHOOL  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT  
SOUTH COAST EDUCATION SERVICE DISTRICT  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD SCHOOL DISTRICT NO.19

SWEET HOME SCHOOL DISTRICT NO.55  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
VERNONIA SCHOOL DISTRICT 47J  
WEST HILLS COMMUNITY CHURCH  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WHITEAKER MONTESSORI SCHOOL  
YONCALLA SCHOOL DISTRICT NO.32

**Higher Education**

BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLUMBIA GORGE COMMUNITY COLLEGE  
GEORGE FOX UNIVERSITY  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
MT. HOOD COMMUNITY COLLEGE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIV.  
REED COLLEGE  
ROGUE COMMUNITY COLLEGE  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY

**State Agencies**

BOARD OF MEDICAL EXAMINERS  
GASTON SCHOOL DISTRICT 511J  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON TOURISM COMMISSION  
SEIU LOCAL 503, OPEU

**Special/Independent Districts**

CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
CENTRAL OREGON IRRIGATION DISTRICT  
CHEHALEM PARK AND RECREATION DISTRICT  
CITY COUNTY INSURANCE SERVICES  
CLEAN WATER SERVICES  
COLUMBIA 911 COMMUNICATIONS DISTRICT

COLUMBIA RIVER PUD  
DESCHUTES COUNTY RFPD NO.2  
DESCHUTES PUBLIC LIBRARY SYSTEM  
GASTON RURAL FIRE DEPARTMENT  
GLADSTONE POLICE DEPARTMENT  
HOODLAND FIRE DISTRICT NO.74  
HOODLAND FIRE DISTRICT #74  
KLAMATH COUNTY 9-1-1  
LANE EDUCATION SERVICE DISTRICT  
LANE TRANSIT DISTRICT  
MARION COUNTY FIRE DISTRICT #1  
METRO  
MONMOUTH - INDEPENDENCE NETWORK  
MULTONAH COUNTY DRAINAGE DISTRICT #1  
NW POWER POOL  
OAK LODGE WATER DISTRICT  
PORT OF ST HELENS  
PORT OF UMPQUA  
RIVERGROVE WATER DISTRICT  
SALEM AREA MASS TRANSIT DISTRICT  
SANDY FIRE DISTRICT NO. 72  
SUNSET EMPIRE PARK AND RECREATION  
THE NEWPORT PARK AND RECREATION CENTER  
THE PORT OF PORTLAND  
TILLAMOOK PEOPLES UTILITY DISTRICT  
TUALATIN HILLS PARK AND RECREATION DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
WILLAMALANE PARK AND RECREATION DISTRICT  
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

**Nonprofit & Other**

ALVORD-TAYLOR INDEPENDENT LIVING SERVICES  
ALZHEIMERS NETWORK OF OREGON  
ATHENA LIBRARY FRIENDS ASSOCIATION  
BARLOW YOUTH FOOTBALL  
BENTON HOSPICE SERVICE  
BLIND ENTERPRISES OF OREGON  
BONNEVILLE ENVIRONMENTAL FOUNDATION  
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA  
BROAD BASE PROGRAMS INC.  
CANBY FOURSQUARE CHURCH  
CANCER CARE RESOURCES  
CASCADIA BEHAVIORAL HEALTHCARE  
CASCADIA REGION GREEN BUILDING COUNCIL  
CATHOLIC CHARITIES  
CATHOLIC COMMUNITY SERVICES  
CENTRAL BIBLE CHURCH  
CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK  
CHILDPEACE MONTESSORI  
CITY BIBLE CHURCH  
COAST REHABILITATION SERVICES

COLLEGE HOUSING NORTHWEST  
COMMUNITY ACTION TEAM, INC.  
CONFEDERATED TRIBES OF GRAND RONDE  
CONSERVATION BIOLOGY INSTITUTE  
CONTEMPORARY CRAFTS MUSEUM AND GALLERY  
CORVALLIS MOUNTAIN RESCUE UNIT  
COVENANT CHRISTIAN HOOD RIVER  
DOUGLAS ELECTRIC COOPERATIVE, INC.  
EAST HILL CHURCH  
EAST SIDE FOURSQUARE CHURCH  
EAST WEST MINISTRIES INTERNATIONAL  
EMMAUS CHRISTIAN SCHOOL  
EN AVANT, INC.  
EUGENE BALLET COMPANY  
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.  
FAIR SHARE RESEARCH AND EDUCATION FUND  
FAITH CENTER  
FAITH LUTHERAN CHURCH  
FAMILIES FIRST OF GRANT COUNTY, INC.  
FRIENDS OF THE CHILDREN  
GOAL ONE COALITION  
GOLD BEACH POLICE DEPARTMENT  
GOOD SHEPHERD COMMUNITIES  
HEARING AND SPEECH INSTITUTE INC  
HELP NOW! ADVOCACY CENTER  
HIGHLAND HAVEN  
HIGHLAND UNITED CHURCH OF CHRIST  
HOUSING AUTHORITY OF PORTLAND  
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON  
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION  
IRCO  
JUNIOR ACHIEVEMENT  
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER  
LA GRANDE UNITED METHODIST CHURCH  
LANE ELECTRIC COOPERATIVE  
LANE MEMORIAL BLOOD BANK  
LAUREL HILL CENTER  
LIVING WAY FELLOWSHIP  
LOCAL GOVERNMENT PERSONNEL INSTITUTE  
LOOKING GLASS YOUTH AND FAMILY SERVICES  
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.  
METRO HOME SAFETY REPAIR PROGRAM  
METROPOLITAN FAMILY SERVICE  
MID COLUMBIA COUNCIL OF GOVERNMENTS  
MID-COLUMBIA CENTER FOR LIVING  
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC  
MORNING STAR MISSIONARY BAPTIST CHURCH  
MOSAIC CHURCH  
NATIONAL PSORIASIS FOUNDATION  
NATIONAL WILD TURKEY FEDERATION

NEW BEGINNINGS CHRISTIAN CENTER  
NEW HOPE COMMUNITY CHURCH  
NORTHWEST YOUTH CORPS  
OCHIN  
OHSU FOUNDATION  
OMNIMEDIX INSTITUTE  
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.  
OREGON BALLET THEATRE  
OREGON COAST COMMUNITY ACTION  
OREGON DEATH WITH DIGNITY  
OREGON DONOR PROGRAM  
OREGON EDUCATION ASSOCIATION  
OREGON PROGRESS FORUM  
OREGON REPERTORY SINGERS  
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION  
OSLC COMMUNITY PROGRAMS  
OUTSIDE IN  
OUTSIDE IN  
PACIFIC CASCADE FEDERAL CREDIT UNION  
PACIFIC FISHERY MANAGEMENT COUNCIL  
PARTNERSHIPS IN COMMUNITY LIVING, INC.  
PENDLETON ACADEMIES  
PENTAGON FEDERAL CREDIT UNION  
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON  
PORT CITY DEVELOPMENT CENTER  
PORTLAND ART MUSEUM  
PORTLAND HABILITATION CENTER, INC.  
PORTLAND SCHOOLS FOUNDATION  
PORTLAND WOMENS CRISIS LINE  
PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND  
QUADRIPLLEGICS UNITED AGAINST DEPENDENCY, INC.  
REBUILDING TOGETHER - PORTLAND INC.  
ROGUE FEDERAL CREDIT UNION  
ROSE VILLA, INC.  
SACRED HEART CATHOLIC DAUGHTERS  
SAIF CORPORATION  
SAINT ANDREW NATIVITY SCHOOL  
SAINT CATHERINE OF SIENA CHURCH  
SAINT JAMES CATHOLIC CHURCH  
SELF ENHANCEMENT INC.  
SEXUAL ASSAULT RESOURCE CENTER  
SEXUAL ASSAULT RESOURCE CENTER  
SHELTERCARE  
SHERMAN DEVELOPMENT LEAGUE, INC.  
SILVERTON AREA COMMUNITY AID  
SISKIYOU INITIATIVE  
SMART  
SOUTH COAST HOSPICE, INC.  
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE  
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.

SPARC ENTERPRISES  
SPOTLIGHT THEATRE OF PLEASANT HILL  
SPRINGFIELD UTILITY BOARD  
ST. ANTHONY CHURCH  
ST. ANTHONY SCHOOL  
ST. MARYS OF MEDFORD, INC.  
SUMMIT VIEW COVENANT CHURCH  
SUNRISE ENTERPRISES  
TENAS ILLAHEE CHILDCARE CENTER  
THE EARLY EDUCATION PROGRAM, INC.  
THE OREGON COMMUNITY FOUNDATION  
TILLAMOOK CNTY WOMENS CRISIS CENTER  
TOUCHSTONE PARENT ORGANIZATION  
TRAILS CLUB  
TRAINING EMPLOYMENT CONSORTIUM  
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE  
UMATILLA-MORROW ESD  
UMPQUA COMMUNITY DEVELOPMENT CORPORATION  
UNION GOSPEL MISSION  
UNITED CEREBRAL PALSY OF OR AND SW WA  
UNITED WAY OF THE COLUMBIA WILLAMETTE  
US CONFERENCE OF MENONNITE BRETHREN CHURCHES  
US FISH AND WILDLIFE SERVICE  
USAGENCIES CREDIT UNION  
VIRGINIA GARCIA MEMORIAL HEALTH CENTER  
VOLUNTEERS OF AMERICA OREGON  
WESTERN RIVERS CONSERVANCY  
WESTERN STATES CENTER  
WESTSIDE BAPTIST CHURCH  
WILD SALMON CENTER  
WILLAMETTE FAMILY  
WOODBURN AREA CHAMBER OF COMMERCE

**Cities, Towns, Villages and Boroughs**

CITY AND COUNTY OF HONOLULU

**Counties and Parishes**

MAUI COUNTY COUNCIL

**K - 12**

CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.  
EMMANUAL LUTHERAN SCHOOL  
ISLAND SCHOOL  
KAMEHAMEHA SCHOOLS  
KE KULA O S. M. KAMAKAU

**Higher Education**

BRIGHAM YOUNG UNIVERSITY - HAWAII  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
UNIVERSITY OF HAWAII AT MANOA

**State Agencies**

ADMIN. SERVICES OFFICE  
HAWAII HEALTH SYSTEMS CORPORATION  
SOH- JUDICIARY CONTRACTS AND PURCH

STATE DEPARTMENT OF DEFENSE  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION

**Nonprofit & Other**

AMERICAN LUNG ASSOCIATION  
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND  
WEST  
EAH, INC.  
HALE MAHAOLU  
HAWAII AGRICULTURE RESEARCH CENTER  
MAUI ECONOMIC DEVELOPMENT BOARD  
ORI ANUENUE HALE, INC.  
WAIANAE COMMUNITY OUTREACH  
WAILUKU FEDERAL CREDIT UNION

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

**4** Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

**FORM CIQ**

Page 2

**5** Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes       No

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

Yes       No

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

Yes       No

D. Describe each affiliation or business relationship.

**6** Describe any other affiliation or business relationship that might cause a conflict of interest.

**7**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date