

**NORTH CAROLINA STATE UNIVERSITY
REQUEST FOR PROPOSALS**

RFP # 63-JGD99818

TITLE: Equipment Rental

USING DEPARTMENT: NC State University and US Communities
Public Participating Agencies

ISSUE DATE: January 8, 2009

DUE DATE: 2:00 p.m., Tuesday, February 10, 2009

ISSUING AGENCY: North Carolina State University
Purchasing Department
Campus Box 7212
Raleigh, NC 27695

Sealed Proposals subject to the conditions made a part hereof will be accepted until **2:00 p.m. Tuesday, February 10, 2009** for furnishing services described herein.

DELIVERY BY US POST OFFICE	DELIVERY BY ANY OTHER MEANS
RFP No. 63-JGD99818 Attn: Jessica Dalton, CPM Purchasing Agent North Carolina State University Purchasing Department Campus Box 7212 Raleigh NC 27695-7212	RFP No. 63-JGD99818 Attn: Jessica Dalton, CPM Purchasing Agent North Carolina State University Purchasing Department Administrative Services I Bldg 2721 Sullivan Drive, Ste 1100 Raleigh NC 27695 (919)515-6890

IMPORTANT NOTE: Indicate firm name, RFP number, and opening date on the front of each sealed proposal envelope or package. One (1) original and seven (7) copies (marked as such) of the proposal and seven (7) electronic copies (either flash drive or CD ROM). In addition, seven (7) copies of the pricing proposal shall be provided. Electronically submitted (email/fax) proposals will not be accepted.

Direct all inquiries concerning this RFP to: Jessica Dalton, CPM, Purchasing Agent
North Carolina State University
Campus Box 7212
Raleigh, NC 27695-7212
919-515-6890 phone/919-515-3511 fax
email: jessica_dalton@ncsu.edu

NOTE: Questions concerning the RFP requirements must be submitted in writing. They may be mailed, faxed, or e-mailed (no phone calls) to Jessica Dalton, North Carolina State University, Purchasing Department, Campus Box 7212, Raleigh, NC 27695, fax (919) 515-3511, e-mail address Jessica_dalton@ncsu.edu. **Questions must be submitted no later than 5:00 P.M. on Tuesday, January 20, 2009.** All questions submitted in writing will be answered in the form of an addendum to this Request for Proposals. No contact with the using department(s) will be allowed during the proposal process.



COMPETITIVE SOLICITATION

FOR

EQUIPMENT RENTAL

**ON BEHALF OF NC STATE UNIVERSITY AND OTHER
GOVERNMENT AGENCIES**

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP #63-JGD99818

1. PURPOSE AND INTENT

North Carolina State University (hereafter referred to as “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (hereafter referred to as “Participating Public Agencies”) seeks proposals from qualified suppliers to enter into a Master Agreement to supply a full line of Rental Equipment (hereafter referred to as “Products and Services”). Equipment includes, but is not limited to, Construction Equipment (heavy and light), Aerial Lift and Scaffold, Earth Moving, Electrical, Material Handling, etc.

ALL PRODUCTS OFFERED MUST BE IN LIKE-NEW CONDITION, LATEST DESIGN AND TECHNOLOGY.

2. OBJECTIVES

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

3. SCOPE OF WORK

Rental of a variety of types of equipment is required. Proposal responses shall provide a complete, online inventory list of available products to include product name, typical manufacturer and associated model numbers. It shall be noted if particular equipment is not available at all branch locations. This list is not intended to be all inclusive of any need that may arise. The awarded vendor(s) shall be expected to utilize any resources it may have in assisting using agencies with securing the required equipment whether or not it resides in the branch location’s current inventory.

Pricing

Equipment shall be provided on a daily, weekly and monthly basis. The pricing structure (nationwide, city/state, regional, etc) shall be left up to the proposing vendor to determine. A “book rate” or “published rate” along with any applicable discounts shall be provided to PPA’s. Multiple discount levels on various pieces of equipment are acceptable as long as they are clearly noted in the response (i.e. market basket/hotlist, etc. items).

Delivery and other added fees

Delivery of the item to the PPA. Delivery, setup and pickup fees, where required, shall be provided to the PPA and clearly identified in your proposal.

Other fees (insurance, environmental recovery fees, cleaning, refueling fees, etc.) shall be separate items and clearly identified in the proposal response. In many cases, the PPA will not require insurance or damage waiver, but this shall be provided where required. PPA's demonstrating exemption from state/local sales taxes shall not be charged these fees.

Service level expectations

Any equipment rented shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment/attachments shall be in place and functioning per the manufacturer's design. Any equipment not functioning properly (or becoming non-functional) will be picked up and replaced by the vendor at no additional charge to the PPA during the rental period. Routine repairs (not caused by misuse of the equipment) shall be provided at no additional cost to the PPA.

At the time the PPA takes possession of the equipment, the vendor shall provide information regarding current condition and any visual, pre-existing damage to the equipment. The vendor and the PPA will review the equipment condition at point of delivery as well as at the point of return. No rental fees may be charged to a PPA without a signed receipt of acceptance of the equipment.

The proposal response shall also include any service agreement or contract that the PPA will be required to sign should your firm be awarded a contract. The service agreement shall clearly indicate and describe any and all "point of contact" charges that will be assessed at time of rental. Documents produced for signature after an award is made, which were not submitted with the proposal response, will not be considered or made part of any contract that results from this RFP.

At the time of any rental of equipment under the terms of the resulting Agreement, PPA representatives may sign the Vendor's standard Rental Agreement/Delivery Ticket as evidence of receipt of the equipment. PPA representatives accepting equipment will not be authorized to obligate or bind the respective agency to contractual terms and conditions; therefore, signature on a Rental Agreement/Delivery Ticket is merely an acknowledgement of receipt of the equipment. The pre-printed terms on the reverse side of the Rental Agreement/Delivery Ticket shall govern the rental transaction only to the extent they are not modified by the terms of the Master Agreement, which shall govern all transactions between the parties.

4. PROPOSAL RESPONSE

The following items are required in the proposal response:

Please mark your proposal response and assemble it as numbered below.
Failure to include any of the following will subject the entire response to rejection.

4.1 A brief history and description of your company;

4.2 Total number and location(s) of branches/outlets;

4.3 Annual sales for 2005, 2006 and 2007 (\$ total);

4.4 Inventory list of available rental equipment with published and applicable discount rates. (as outlined in section 3 Pricing) . Include this in a separate, electronic copy (as outlined on page 1). Printed copy is not required in the proposal response. If the amount of data to be provided is an issue, please let us know this during the question and answer period.

4.5 Description of any add-on fees (delivery/pickup/setup, insurance, environmental recovery, cleaning, re-fueling, loss of use, etc). Please identify if these add-on fees differ based on your proposed pricing structure.

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

4.7 Description of your company's EDI, telephone, electronic, and ordering systems to be utilized under any resulting Master Agreement. Describe any ordering/tracking system to be provided. State which forms of ordering allow the use of a procurement card as payment and the accepted banking (credit card) affiliation (Visa, Mastercard, Amex, etc);

4.8 Reference page completed (page 7)

4.9 Execution of Proposal page completed and signed (page 8)

4.10 Unaltered executed U.S. Communities Administrative Agreement (pages 10-23)

4.11 Completion of Supplier Qualification worksheet (page 9)

Evaluation of Proposals

Multiple Awards

Although a single award is anticipated, multiple awards may be made as a result of this solicitation where it is deemed to be in the best interest of the PPA's. Multiple Awards may ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

The proposal response shall contain all items listed under item #4 (Proposal Response). Proposals meeting this requirement shall be further evaluated based on the following weighted evaluation points:

15% - Variety of available equipment. Vendor provides diverse inventory of available equipment. Item(s) to be evaluated: Equipment List.

10% - Quality and Quality Control of Equipment: Vendor provides equipment of the most recent make/model, expires its inventory well ahead of useful life of equipment, and services/maintains equipment as recommended by the manufacturer to include all safety equipment. Item(s) evaluated: Equipment Inventory and Service/Maintenance Protocols.

10% - Customer Service: Vendor provides quick turnaround from receipt of order to delivery or pickup and responds to equipment failures in a timely manner. Item(s) to be evaluated: Proposal addressing customer service provision. Provision of emergency services to PPA's.

40% - Pricing: Pricing structure shall be evaluated using a comparison of various pieces of equipment from select locations across the nation. The items and locations to be evaluated will be determined prior to the bid opening, but will not be disclosed to prospective bidders. Proposing vendors shall provide the evaluation committee with the means to electronically access pricing in any given location for any identified piece of equipment and time period. Item(s) evaluated: Pricing provided in the proposal response and vendors' responses to specific pricing requests during the evaluation process.

5% - Web-based ordering/tracking: Vendor provides Participating Public Agency with a comprehensive ordering and tracking system, available via a secure internet connection; directly accessing US Communities' contract pricing. Item(s) evaluated: Computer system access to be provided.

20% - National/ Corporate Support: Completion of supplier qualification form, company history, National company capabilities including annual sales, total number of sales people and branch locations, annual sales etc. environmental initiatives including any green products or certifications available through your company. The ability for the Vendor to provide marketing support for the program to reach out to potential Participating Public Agencies, as well as complete saturation of information to all of its branch locations. Item(s) evaluated: Proposal response addressing National/corporate support and qualification to be provided

COMPANY NAME _____

REFERENCES

OFFERORS SHALL PROVIDE A MINIMUM OF THREE (3) REFERENCES FOR WHOM THEY HAVE PERFORMED SIMILAR WORK DURING THE PAST THREE (3) YEARS.

(1) CLIENT NAME _____

ADDRESS (Street) _____

ADDRESS (City, St, Zip) _____

CONTACT NAME _____

TELEPHONE/E-MAIL _____

(2) CLIENT NAME _____

ADDRESS (Street) _____

ADDRESS (City, St, Zip) _____

CONTACT NAME _____

TELEPHONE/E-MAIL _____

(3) CLIENT NAME _____

ADDRESS (Street) _____

ADDRESS (City, St, Zip) _____

CONTACT NAME _____

TELEPHONE/E-MAIL _____

THIS PAGE SHALL BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.

EXECUTION OF PROPOSAL DATE: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- ___ That this proposal was signed by an authorized representative of the firm.
- ___ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ___ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ___ That the potential Contractor agrees to the conditions as set forth in this **Request for Proposal** with no exceptions.
- ___ That the potential Contractor can obtain a performance bond, if required herein, and insurance as specified.
- ___ That the proposal is submitted competitively and without collusion, that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class 1 Felony.

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within thirty (30) days from the date of the opening, to furnish the services for the prices quoted during any resulting contract period.

CONTRACTOR _____ ADDRESS _____
 PHONE _____
 CITY AND STATE _____ ZIP CODE _____ FAX _____

BY _____ TITLE _____
 (Signature)
 E-MAIL _____

_____ Federal Identification Number
 Type or Printed Name

ACCEPTANCE OF PROPOSAL DATE: _____

AGENCY _____ CITY AND STATE _____

BY _____ TITLE _____
 (Signature)

THIS PAGE SHALL BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.

SUPPLIER QUALIFICATION WORKSHEET

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

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your company to Participating Public Agencies nationally.
YES___ NO___

- B. Does Supplier have a national sales force or dealer network with the ability to call on Participating Public Agencies in over 30 U.S. states?
YES___ NO___

- C. Did Supplier have sales greater than \$50 million last year?
YES___ NO___

- D. Does Supplier have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?
YES___ NO___

- E. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities contract?
YES___ NO___

- F. Does Supplier agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES___ NO___

- G. Does Supplier maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES___ NO___

- H. Will Supplier commit to the following program implementation schedule?
YES___ NO___

- I. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?
YES___ NO___

U.S. Communities Administrative Agreement

This ADMINISTRATION AGREEMENT (THIS “Agreement”) is made this ____ day of _____, _____, between the U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) 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 & Services”);

WHEREAS, said Master Agreement provides that any state, local government, school district, higher education institution, other government agency and nonprofit organizations (herein “Participating Public Agencies”) may purchase Product at prices stated in the Master Agreement;

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

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

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

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis throughout the United States ;

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

DEFINITIONS

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

1. 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.

2. U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the U.S. Communities under this Agreement including, but not limited to, the Supplier's obligation to provide the indemnification and insurance.
3. 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.
4. U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier hereby agrees that the Agency shall act in the capacity of administrator of purchases under the Master Agreement.
5. With respect to any purchases by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities: (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

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 U.S. Communities shall survive the term of this Agreement.

MUTUAL COMMITMENTS

U.S. Communities Commitments to Program Suppliers

Marketing – U.S. Communities will proactively and jointly market the Supplier's contract to Agencies nationwide throughout the United States through a network of major sponsors (NLC, NACo, USCM, ASBO & NIGP) and state-level sponsors. In addition the U.S. Communities staff will enhance the Supplier's 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 Program Managers' primary focus is the education, training and engagement of the Supplier's sales force. The Program Managers will conduct face to face training sessions as well as conduct joint calls to 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.

SUPPLIER COMMITMENTS

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

The successful foundation of the partnership requires Commitments from both U.S. Communities and the Suppliers. U.S. Communities asks each Supplier to make the Commitments set forth below to ensure Supplier is providing the highest level of public benefit to Participating Public Agencies:

Each supplier is required to make four commitments to insure the overall success of the national program. These commitments are incorporated into the Agreement:

- A. Corporate – A commitment that U.S. Communities is actively supported by Supplier’s senior executive management with a focus on the following:
- U.S. Communities will be the Supplier’s primary offering to states, local governments, school districts, and higher education institutions in the United States of America; and other government agencies and nonprofit organizations herein collectively all known as “Participating Public Agencies”.
 - A commitment that Supplier shall make all existing Participating Public Agencies that do business with the Supplier aware of the value and pricing benefits of the U.S. Communities contract.
 - Upon authorization by the Participating Public Agency transition such Participating Public 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 Participating Public Agencies. If a Participating Public 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 market U.S. Communities throughout the United States 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 Participating Public Agencies.

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.

SUPPLIER'S INITIAL: _____

DATE: _____

PROGRAM STANDARDS

U.S. Communities recognizes that each Supplier has a successful business model, and may choose to manage the U.S. Communities program in a variety of ways that best suit the Supplier's organization and market approach.

The following are Program Standards intended to assist the Supplier in successfully implementing the U.S. Communities contract:

Senior Management Account Representative and Team – The Supplier shall provide a Senior Management Account Representative 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 website.

Participating Public 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 dedicated email 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 thirty (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 thirty (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 thirty (30) days of the end of each calendar quarter as set out in the Agreement. Reported sales volumes and respective administrative fee payments shall be denominated in U.S. Dollars.

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.

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.

SUPPLIER'S INITIAL: _____

DATE: _____

QUARTERLY FEES & REPORTING

1. Supplier shall pay U.S. Communities 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. Quarterly fees and reports shall be made with respect to all purchases shipped and billed pursuant to the Master Agreement for the applicable quarter.
2. Supplier shall at its expense maintain an accounting of all purchases made by Participating Public Agencies. U.S. Communities and Lead Public Agency reserve the right to audit the accounting for a period of four (4) years from the date the U.S. Communities 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 U.S. Communities. 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 U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the administrative fee to program sponsors and state associations of government.
3. 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 U.S. Communities 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 Designee or Trustee as may be directed in writing by U.S. Communities.
4. U.S. Communities or its designee may, at its sole discretion, compare public agency records with quarterly reports submitted by Supplier. If there is a discrepancy, U.S. Communities will notify the Supplier in writing. Supplier will have 30 days from the date of such notice to resolve the discrepancy to the U.S. Communities reasonable satisfaction. If the Supplier does not so resolve the discrepancy, U.S. Communities 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 U.S. Communities costs and expenses for such audit.

GENERAL PROVISIONS

- 5. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- 6. 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.
- 7. This Agreement and U.S. Communities rights and obligations hereunder may be assigned at U.S. Communities sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities obligations hereunder.
- 8. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

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

B. Lead Public Agency:
North Carolina State University
Materials Management
2721 Sullivan Drive, Admin Services Bldg #1 Ste 101
Raleigh, NC 27695

C. Supplier

Attn: U.S. Communities Program Manager

- 9. 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.
- 10. 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.

11. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.
12. 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.
13. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

IN WITNESS WHEREOF, the U.S. Communities Government Purchasing Alliance 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 GOVERNMENT PURCHASING ALLIANCE

Signature _____

By _____
[Typed name]

SUPPLIER: _____

Signature _____

By _____
[Typed name]

Addendum #1 – Affiliated Programs

U.S. Communities recently established Canadian Communities, an affiliated program in Canada to offer certain qualified contract awards. U.S. Communities will continue to explore other international opportunities as practical based upon the capacity of contract suppliers to properly serve public agencies internationally;

Understanding that all Suppliers may not have the capacity or want to focus on Canadian Communities or other affiliated programs, U.S. Communities offers these opportunities on a voluntary basis to Suppliers.

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

_____Supplier wishes to participate and has the capacity to serve Canadian public agencies and other international opportunities, and agrees to abide by the terms, conditions and commitments of the executed U.S. Communities Administration Agreement.

_____Supplier does not wish to participate in Canadian Communities and other international opportunities.

SUPPLIER: _____

Signature _____

By _____

[Typed name]

ADMINISTRATION AGREEMENT GUIDELINES

Corporate Commitment Guidelines

1. The supplier must demonstrate in their RFP response and throughout 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 Program Manager in the area and request assistance in over coming the barrier or objection. If the U.S. Communities Program 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

SUPPLIER'S INITIAL: _____

DATE: _____

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.

SUPPLIER'S INITIAL: _____

DATE: _____

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 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 with your U.S. Communities contract pricing. If successful the sales would be reported under U.S. Communities,
2. 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,
3. Do not respond to the bid or RFP. Make the U.S. Communities contract available to the agency to compare against their solicitation responses.
4. Respond to the bid or RFP with pricing that is higher (net to buyer) than the Suppliers' U.S. Communities contract pricing.
5. 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.

SUPPLIER'S INITIAL: _____

DATE: _____

Quarterly Reporting Procedures

Thirty (30) Days after Quarter End, quarterly reporting is due in the required format. Quarterly reporting will include sales reporting for U.S. and Canada, and a breakout of Environmental Preferable (Green) sales reporting. Supplier shall make reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

Submitted reports will be verified by U.S. Communities against their registration database. Any data that differs with the registration database will be changed prior to processing.

U.S. Communities will send to each supplier an error report which details where the supplier sales report differed from the registration database and the anticipated actions to correct those discrepancies. These corrections shall be completed prior to the following quarterly sales report. Any questions should be directed to U.S. Communities in writing to mteixeira@uscommunities.org.

Within sixty (60) days of quarter end, U.S. Communities will provide online reporting available to suppliers, sponsors and agencies with updated quarterly reports. The suppliers will be asked to follow up and report back within 15 days of receiving the notification on specific reports available to them online. In general, these are the areas of concern that suppliers will be requested to review and report back on:

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

The above reports are available under your supplier login and are found under “Quarterly Sales Report.” Other reports that are also available and are useful in resolving reporting issues and enabling you to better manage your U.S. Communities contract are:

- Agency Sales by Population/Enrollment Report
- Hot Prospect Sales Report
- New Lead Sales Report
- State Qtr Comparison Sales Report
- Advisory Board Usage Report
- Various Agency Type Comparison Reports
- Sales Report Builder

If upon review of sales reports or sales analysis by agencies, sponsors, advisory board members or U.S. Communities staff, a sales reporting discrepancy is highlighted, suppliers will be informed of follow up requirements by e-mail. Suppliers shall provide U.S. Communities with data that sufficiently clarifies sales issues in question in a timely manner so as to be resolved to U.S. Communities’ and Lead Agency’s reasonable satisfaction within thirty (30) days of written request; and if not resolved U.S. Communities 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 supplier within fifteen (15) days.

SUPPLIER’S INITIAL: _____

DATE: _____

End of U.S. Communities Administrative Agreement

State Notice Addendum

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

Nationwide:

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

Cities, Towns, Villages and Boroughs

CEDAR MILL COMMUNITY LIBRARY
CITY OF ADAIR VILLAGE
CITY OF ALBANY
CITY OF ASHLAND
CITY OF ASTORIA OREGON
CITY OF AUMSVILLE
CITY OF AURORA
CITY OF BEAVERTON
CITY OF BOARDMAN
CITY OF BURNS
CITY OF CANBY
CITY OF CANYONVILLE
CITY OF CENTRAL POINT POLICE DEPARTMENT
CITY OF CLATSKANIE
CITY OF COBURG
CITY OF CONDON
CITY OF COOS BAY
CITY OF CORVALLIS
CITY OF COTTAGE GROVE
CITY OF DALLAS
CITY OF DAMASCUS
CITY OF DUNDEE
CITY OF EAGLE POINT
CITY OF ECHO
CITY OF ESTACADA
CITY OF EUGENE
CITY OF FALLS CITY
CITY OF GATES
CITY OF GEARHART

CITY OF GERVAIS
CITY OF GOLD HILL
CITY OF GRANTS PASS
CITY OF GRESHAM
CITY OF HAPPY VALLEY
CITY OF HILLSBORO
CITY OF HOOD RIVER
CITY OF JOHN DAY
CITY OF KLAMATH FALLS
CITY OF LA GRANDE
CITY OF LAKE OSWEGO
CITY OF LAKESIDE
CITY OF LEBANON
CITY OF MALIN
CITY OF MCMINNVILLE
CITY OF MEDFORD
CITY OF MILL CITY
CITY OF MILLERSBURG
CITY OF MILWAUKIE
CITY OF MORO
CITY OF MOSIER
CITY OF NORTH PLAINS
CITY OF OREGON CITY
CITY OF PHOENIX
CITY OF PILOT ROCK
CITY OF PORT ORFORD
CITY OF PORTLAND
CITY OF POWERS
CITY OF REDMOND
CITY OF REEDSPORT
CITY OF RIDDLE
CITY OF SALEM
CITY OF SANDY
CITY OF SANDY
CITY OF SCAPPOOSE
CITY OF SHADY COVE
CITY OF SHERWOOD
CITY OF SPRINGFIELD
CITY OF ST. PAUL
CITY OF STAYTON
CITY OF TIGARD, OREGON
CITY OF TUALATIN, OREGON
CITY OF WARRENTON

CITY OF WEST LINN/PARKS
CITY OF WILSONVILLE
CITY OF WINSTON
CITY OF WOOD VILLAGE
CITY OF WOODBURN
CITY OF YACHATS
FLORENCE AREA CHAMBER OF COMMERCE
HOUSING AUTHORITY OF THE CITY OF SALEM
KEIZER POLICE DEPARTMENT
LEAGUE OF OREGON CITIES
PORTLAND DEVELOPMENT COMMISSION
CITY AND COUNTY OF HONOLULU

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
KLAMATH COUNTY VETERANS SERVICE OFFICE
LAKE COUNTY
LANE COUNTY
LINCOLN COUNTY
LINN COUNTY
MARION COUNTY , SALEM, OREGON
MORROW COUNTY
MULTNOMAH COUNTY
MULTNOMAH LAW LIBRARY
NAMI LANE COUNTY
POLK COUNTY
SHERMAN COUNTY
UMATILLA COUNTY, OREGON

UNION COUNTY
WALLOWA COUNTY
WASCO COUNTY
WASHINGTON COUNTY
YAMHILL COUNTY
COUNTY OF HAWAII
MAUI COUNTY COUNCIL

K - 12

ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
BAKER SCHOOL DISTRICT 5-J
BANDON SCHOOL DISTRICT
BANKS SCHOOL DISTRICT
BEAVERTON SCHOOL DISTRICT
BEND / LA PINE SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
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
CRESWELL SCHOOL DISTRICT
CROSSROADS CHRISTIAN SCHOOL
CULVER SCHOOL DISTRICT NO.
DALLAS SCHOOL DISTRICT NO. 2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SD NO.6 - SISTERS SD
DOUGLAS COUNTY SCHOOL DISTRICT 116
DOUGLAS EDUCATION SERVICE DISTRICT
DUFUR SCHOOL DISTRICT NO.29
ELKTON SCHOOL DISTRICT NO.34
ESTACADA SCHOOL DISTRICT NO.108

FOREST GROVE SCHOOL DISTRICT
GASTON SCHOOL DISTRICT 511J
GEN CONF OF SDA CHURCH WESTERN OR
GLADSTONE SCHOOL DISTRICT
GLENDALE SCHOOL DISTRICT
GLIDE SCHOOL DISTRICT NO.12
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM-BARLOW SCHOOL DISTRICT
HARNEY COUNTY SCHOOL DIST. NO.3
HARNEY EDUCATION SERVICE DISTRICT
HEAD START OF LANE COUNTY
HERITAGE CHRISTIAN SCHOOL
HIGH DESERT EDUCATION SERVICE DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LA GRANDE SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LANE COUNTY SCHOOL DISTRICT 69
LEBANON COMMUNITY SCHOOLS NO.9
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C - SCIO SD
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT - SALEM - KEIZER PS
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
MCMINNVILLE SCHOOL DISTRICT NO.40
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MOLALLA RIVER SCHOOL DISTRICT NO.35
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DISTRICT
MT. ANGEL SCHOOL DISTRICT NO.91
MULTISENSORY LEARNING ACADEMY
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE POINT SCHOOL DISTRICT NO.41
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES

NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH SANTIAM SCHOOL DISTRICT 29J
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
NYSSA SCHOOL DISTRICT NO. 26
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NO.46
OUR LADY OF THE LAKE SCHOOL
PHILOMATH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NO.4
PORTLAND ADVENTIST ACADEMY
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAINIER SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REEDSPORT 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
SIUSLAW SCHOOL DISTRICT
SOUTH COAST EDUCATION SERVICE DISTRICT
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
STANFIELD SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA-MORROW ESD
VERNONIA SCHOOL DISTRICT 47J
WEST HILLS COMMUNITY CHURCH
WEST LINN WILSONVILLE SCHOOL DISTRICT
WHITEAKER MONTESSORI SCHOOL
YONCALLA SCHOOL DISTRICT NO.32
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
EMMANUAL LUTHERAN SCHOOL
HANAHAU`OLI SCHOOL

HAWAII TECHNOLOGY ACADEMY
ISLAND SCHOOL
KAMEHAMEHA SCHOOLS
KE KULA O S. M. KAMAKAU
PACIFIC BUDDHIST ACADEMY

Higher Education

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

State Agencies

BOARD OF MEDICAL EXAMINERS
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION

OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE POLICE
OREGON TOURISM COMMISSION
SEIU LOCAL 503, OPEU
ADMIN. SERVICES OFFICE
HAWAII HEALTH SYSTEMS CORPORATION
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION

Special/Independent Districts

BAY AREA HOSPITAL DISTRICT
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT
CHEHALEM PARK AND RECREATION DISTRICT
CITY COUNTY INSURANCE SERVICES
CLEAN WATER SERVICES
COLUMBIA 911 COMMUNICATIONS DISTRICT
COLUMBIA RIVER PUD
DESCHUTES COUNTY RFPD NO.2
DESCHUTES PUBLIC LIBRARY SYSTEM
EAST MULTNOMAH SOIL AND WATER CONSERVANCY
GASTON RURAL FIRE DEPARTMENT
GLADSTONE POLICE DEPARTMENT
GLENDALE RURAL FIRE DISTRICT
HOODLAND FIRE DISTRICT NO.74
HOODLAND FIRE DISTRICT #74
KLAMATH COUNTY 9-1-1
LANE EDUCATION SERVICE DISTRICT
LANE TRANSIT DISTRICT
MALIN COMMUNITY PARK AND RECREATION DISTRICT
MARION COUNTY FIRE DISTRCT #1
METRO
METROPOLITAN EXPOSITION-RECREATION COMMISSION
MONMOUTH - INDEPENDENCE NETWORK
MULTONAH COUNTY DRAINAGE DISTRICT #1
NW POWER POOL

OAK LODGE WATER DISTRICT
PORT OF ST HELENS
PORT OF UMPQUA
REGIONAL AUTOMATED INFORMATION NETWORK
RIVERGROVE WATER DISTRICT
SALEM AREA MASS TRANSIT DISTRICT
SANDY FIRE DISTRICT NO. 72
SUNSET EMPIRE PARK AND RECREATION
THE NEWPORT PARK AND RECREATION CENTER
THE PORT OF PORTLAND
TILLAMOOK PEOPLES UTILITY DISTRICT
TUALATIN HILLS PARK AND RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

Nonprofit & Other

ADDICTIONS RECOVERY CENTER, INC
ALLFOURONE/CRESTVIEW CONFERENCE CTR.
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
ALZHEIMERS NETWORK OF OREGON
ASHLAND COMMUNITY HOSPITAL
ATHENA LIBRARY FRIENDS ASSOCIATION
BARLOW YOUTH FOOTBALL
BAY AREA FIRST STEP, INC.
BENTON HOSPICE SERVICE
BETHEL CHURCH OF GOD
BIRCH COMMUNITY SERVICES, INC.
BLACHLY LANE ELECTRIC COOPERATIVE
BLIND ENTERPRISES OF OREGON
BONNEVILLE ENVIRONMENTAL FOUNDATION
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
BROAD BASE PROGRAMS INC.
CANBY FOURSQUARE CHURCH
CANCER CARE RESOURCES
CASCADIA BEHAVIORAL HEALTHCARE
CASCADIA REGION GREEN BUILDING COUNCIL
CATHOLIC CHARITIES
CATHOLIC COMMUNITY SERVICES
CENTRAL BIBLE CHURCH
CENTRAL CITY CONCERN
CENTRAL DOUGLAS COUNTY FAMILY YMCA
CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK

CHILDPEACE MONTESSORI
CITY BIBLE CHURCH
CLASSROOM LAW PROJECT
COAST REHABILITATION SERVICES
COLLEGE HOUSING NORTHWEST
COMMUNITY ACTION ORGANIZATION
COMMUNITY ACTION TEAM, INC.
COMMUNITY CANCER CENTER
COMMUNITY HEALTH CENTER, INC
COMMUNITY VETERINARY CENTER
CONFEDERATED TRIBES OF GRAND RONDE
CONSERVATION BIOLOGY INSTITUTE
CONTEMPORARY CRAFTS MUSEUM AND GALLERY
CORVALLIS MOUNTAIN RESCUE UNIT
COVENANT CHRISTIAN HOOD RIVER
COVENANT RETIREMENT COMMUNITIES
DELIGHT VALLEY CHURCH OF CHRIST
DOUGLAS ELECTRIC COOPERATIVE, INC.
EAST HILL CHURCH
EAST SIDE FOURSQUARE CHURCH
EAST WEST MINISTRIES INTERNATIONAL
ELMIRA CHURCH OF CHRIST
EMMAUS CHRISTIAN SCHOOL
EN AVANT, INC.
ENTERPRISE FOR EMPLOYMENT AND EDUCATION
EUGENE BALLET COMPANY
EUGENE SYMPHONY ASSOCIATION, INC.
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
FAIR SHARE RESEARCH AND EDUCATION FUND
FAITH CENTER
FAITHFUL SAVIOR MINISTRIES
FAMILIES FIRST OF GRANT COUNTY, INC.
FANCONI ANEMIA RESEARCH FUND INC.
FIRST CHURCH OF THE NAZARENE
FIRST UNITARIAN CHURCH
FORD FAMILY FOUNDATION
FOUNDATIONS FOR A BETTER OREGON
FRIENDS OF THE CHILDREN
GATEWAY TO COLLEGE NATIONAL NETWORK
GOAL ONE COALITION
GOLD BEACH POLICE DEPARTMENT
GOOD SHEPHERD COMMUNITIES
GRANT PARK CHURCH

GRANTS PASS MANAGEMENT SERVICES, DBA
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
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
IRCO
JASPER MOUNTAIN
JUNIOR ACHIEVEMENT
KLAMATH HOUSING AUTHORITY
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
LA GRANDE UNITED METHODIST CHURCH
LANE ELECTRIC COOPERATIVE
LANE MEMORIAL BLOOD BANK
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
MORRISON CHILD AND FAMILY SERVICES
MOSAIC CHURCH
NATIONAL PSORIASIS FOUNDATION
NATIONAL WILD TURKEY FEDERATION
NEW AVENUES FOR YOUTH INC
NEW BEGINNINGS CHRISTIAN CENTER
NEW HOPE COMMUNITY CHURCH
NEWBERG FRIENDS CHURCH
NORTHWEST FOOD PROCESSORS ASSOCIATION
NORTHWEST YOUTH CORPS
OCHIN
OHSU FOUNDATION
OMNIMEDIX INSTITUTE
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
OREGON BALLET THEATRE

OREGON CITY CHURCH OF THE NAZARENE
OREGON COAST COMMUNITY ACTION
OREGON DEATH WITH DIGNITY
OREGON DONOR PROGRAM
OREGON EDUCATION ASSOCIATION
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
PACIFIC INSTITUTES FOR RESEARCH
PARTNERSHIPS IN COMMUNITY LIVING, INC.
PENDLETON ACADEMIES
PENTAGON FEDERAL CREDIT UNION
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
PORT CITY DEVELOPMENT CENTER
PORTLAND ART MUSEUM
PORTLAND BUSINESS ALLIANCE
PORTLAND HABILITATION CENTER, INC.
PORTLAND SCHOOLS FOUNDATION
PORTLAND WOMENS CRISIS LINE
PREGNANCY RESOUCCE CENTERS OF GRETER PORTLAND
QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.
REBUILDING TOGETHER - PORTLAND INC.
REGIONAL ARTS AND CULTURE COUNCIL
RELEVANT LIFE CHURCH
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
SALEM ALLIANCE CHURCH
SCIENCEWORKS
SELF ENHANCEMENT INC.
SERENITY LANE
SEXUAL ASSAULT RESOURCE CENTER
SEXUAL ASSAULT RESOURCE CENTER
SHELTERCARE

SHERIDAN JAPANESE SCHOOL FOUNDATION
SHERMAN DEVELOPMENT LEAGUE, INC.
SILVERTON AREA COMMUNITY AID
SISKIYOU INITIATIVE
SMART
SOCIAL VENTURE PARTNERS PORTLAND
SOUTH COAST HOSPICE, INC.
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
SOUTHERN OREGON HUMANE SOCIETY
SPARC ENTERPRISES
SPIRIT WIRELESS
SPOTLIGHT THEATRE OF PLEASANT HILL
SPRINGFIELD UTILITY BOARD
ST. ANTHONY CHURCH
ST. ANTHONY SCHOOL
ST. MARYS OF MEDFORD, INC.
SUMMIT VIEW COVENANT CHURCH
SUNNYSIDE FOURSQUARE CHURCH
SUNRISE ENTERPRISES
TENAS ILLAHEE CHILDCARE CENTER
THE CHURCH OF JESUS CHRIST OF LDS
THE EARLY EDUCATION PROGRAM, INC.
THE NEXT DOOR
THE OREGON COMMUNITY FOUNDATION
THE SALVATION ARMY - CASCADE DIVISION
TILLAMOOK CNTY WOMENS CRISIS CENTER
TILLAMOOK ESTUARIES PARTNERSHIP
TOUCHSTONE PARENT ORGANIZATION
TRAILS CLUB
TRAINING EMPLOYMENT CONSORTIUM
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
UMPQUA COMMUNITY DEVELOPMENT CORPORATION
UNION GOSPEL MISSION
UNITED CEREBRAL PALSY OF OR AND SW WA
UNITED WAY OF THE COLUMBIA WILLAMETTE
US CONFERENCE OF MENONNITE BRETHREN CHURCHES
US FISH AND WILDLIFE SERVICE
USAGENCIES CREDIT UNION
VERMONT HILLS FAMILY LIFE CENTER
VIRGINIA GARCIA MEMORIAL HEALTH CENTER
VOLUNTEERS OF AMERICA OREGON
WE CARE OREGON

WESTERN RIVERS CONSERVANCY
WESTERN STATES CENTER
WESTSIDE BAPTIST CHURCH
WILD SALMON CENTER
WILLAMETTE FAMILY
WOODBURN AREA CHAMBER OF COMMERCE
WORD OF LIFE COMMUNITY CHURCH
WORKSYSTEMS INC
YWCA SALEM
AMERICAN LUNG ASSOCIATION
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND
WEST
EAH, INC.
EASTER SEALS HAWAII
HALE MAHAOLU
HAWAII AGRICULTURE RESEARCH CENTER
HAWAII EMPLOYERS COUNCIL
HONOLULU HABITAT FOR HUMANITY
LEEWARD HABITAT FOR HUMANITY
MAUI ECONOMIC DEVELOPMENT BOARD
MAUI ECONOMIC OPPORTUNITY, INC.
MAUI FAMILY YMCA
ORI ANUENUE HALE, INC.
POLYNESIAN CULTURAL CENTER
ST. THERESA CHURCH
WAIANAE COMMUNITY OUTREACH
WAILUKU FEDERAL CREDIT UNION
YMCA OF HONOLULU

U.S. COMMUNITIES

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

National Sponsors

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

Advisory Board

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

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

Agency

City of Charlotte/Mecklenburg, NC
City of Los Angeles, CA
Cobb County, GA
Dallas County, TX
Davis Joint Unified Schools, CA
City and County of Denver, CO
Detroit Public Schools, MI
Fairfax County, VA
Harford County Public Schools, MD
Hennepin County, MN
North Carolina State University, NC

Agency

Hillsborough Schools, FL
City of Houston, TX
Los Angeles County, CA
Maricopa County, AZ
Miami-Dade County/Public Health Trust, FL
City of San Antonio, TX
San Diego Unified School District, CA
City of Seattle, WA
Great Valley School District, PA
Emory University, GA

Participating Public Agencies

Today more than 36,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.3 billion in products and services annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

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

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

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

Estimated Volume

While there is no minimum quantity of products to be purchased under the proposed Master Agreement, the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally.

Marketing Support

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

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

SUPPLIER QUALIFICATIONS

Commitments

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

The successful foundation of the relationship requires commitments from both U.S. Communities and the Supplier. U.S. Communities asks each Supplier to make the commitments set forth below to ensure Supplier is providing the highest level of public benefit to Participating Public Agencies:

By signing the Execution of Proposal and submitting a proposal, the proposing vendor agrees to make four commitments to insure the overall success of the national program. These commitments are incorporated into the U.S. Communities Administration Agreement:

- A. Corporate – A commitment that U.S. Communities is actively supported by Supplier’s senior executive management with a focus on the following:**
- **U.S. Communities will be the Supplier’s primary offering to states, local governments, school districts, and higher education institutions in the United States of America; and other government agencies and nonprofit organizations herein collectively all known as “Participating Public Agencies”.**
 - **A commitment that Supplier shall make all existing Participating Public Agencies that do business with the Supplier aware of the value and pricing benefits of the U.S. Communities contract.**
 - **Upon authorization by the Participating Public Agency transition such Participating Public 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 Participating Public Agencies. If a Participating Public 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 market U.S. Communities throughout the United States 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 Participating Public Agencies.**

Program Standards

U.S. Communities recognizes that each Supplier has a successful business model, and may choose to manage the U.S. Communities program in a variety of ways that best suit the Supplier’s 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 (pages 9-22) as part of the proposal response. The Agreement outlines the Supplier’s general duties and responsibilities in implementing the U.S. Communities contract.

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

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 website.

Participating Public 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 Proposals;
 - 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 dedicated email 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 thirty (30) days of the end of each calendar quarter in the prescribed format set forth in the U.S. Communities Administration 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 shall be completed prior to the following quarterly sales report.

Online Reporting - Within sixty (60) days of quarter end, U.S. Communities will provide online reporting available to the supplier with updated quarterly sales reporting. The supplier shall follow up and report back within thirty (30) days of receiving the notification on specific reports available to them online.

Administrative Fees - The Supplier shall pay to U.S. Communities an administrative fee on all Participating Public Agency sales volumes within thirty (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.

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 is encouraged. All sales materials are to use the U.S. Communities logo. U.S. Communities will provide each Supplier with its logos and the standards to be employed in the use of the logos. At a minimum, the Supplier's sales initiatives shall 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 shall comply with the U.S. Communities branding and logo standards and guidelines. U.S. Communities-related marketing material shall be submitted to U.S. Communities for review.

Sales Force Training - Supplier shall provide training of its 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.

GENERAL INFORMATION ON SUBMITTING PROPOSALS

EXCEPTIONS: All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation.

Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.

PROPOSAL SUBMITTAL: All proposals must be received by the issuing agency not later than the date and time listed on the cover sheet of this proposal. One (1) original and seven (7) copies (marked as such) of the proposal and seven (7) electronic copies (either flash drive or CD ROM). In addition, seven (7) copies of the pricing proposal shall be provided. Each proposal must be signed and dated by an official authorized to bind the firm. Late proposals will not be considered for award.

Request for Proposals (RFP) are posted to The State of North Carolina Interactive Purchasing System (IPS) www.ips.state.nc.us. An addendum to this RFP may be issued. If required, any subsequent addenda must be signed and submitted prior to the proposal closing. It is the **vendor's responsibility** to verify that all applicable addenda are submitted as required.

ORAL PRESENTATIONS: During the evaluation and at their option, the evaluators may request oral presentations from any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.

PROPOSAL EVALUATION: Proposals will be evaluated according to the completeness, content, experience with similar projects, ability of the offeror and its staff and cost. The award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed to provide the best value to the University, and/or the State.

COMMENCEMENT OF SERVICES: After proposals are evaluated, and offer is made, accepted and approved by appropriate authorities, the University will issue a purchase order, a contract or a letter of agreement as an indicator to commence services.

REQUEST FOR OFFERS: Offerors are cautioned that this is a request for offers, not a request to contract and the University/State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the University or State.

ORAL EXPLANATIONS: The University shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.

REFERENCE TO OTHER DATA: Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.

ELABORATE PROPOSALS: Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

COST FOR PROPOSAL PREPARATION: Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the University will not reimburse any offeror for any costs incurred prior to award.

TIME FOR ACCEPTANCE: Each proposal shall state that it is a firm offer which may be accepted within a period of forty-five (45) days. Although the contract is expected to be awarded prior to that time, the 45-day period is requested to allow for unforeseen delays.

TITLES: Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.

CONFIDENTIALITY OF PROPOSALS: In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the University are exempt from this provision.

RIGHT TO SUBMITTED MATERIAL: All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State when received.

OFFEROR'S REPRESENTATIVE: Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.

SUBCONTRACTING: Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.

PROPRIETARY INFORMATION: Contractors should give specific attention to the identification of those portions of their proposals that they deem to be trade secrets and provide any justification why such materials, upon request, should not be disclosed. However, if the information you deem confidential is NOT a trade secret then the information will be released. The University may only keep information confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3.

Contractors shall clearly identify each and every section that is deemed to be confidential, proprietary or a trade secret (it is **NOT** sufficient to preface your proposal with a proprietary statement, or to use a page header or footer that arbitrarily marks **all** pages as confidential). Any individual section of the proposal that is not labeled as confidential with an accompanying statement concerning the rationale for its claimed confidentiality shall be considered public information.

HISTORICALLY UNDERUTILIZED BUSINESSES: Pursuant to General Statute 143-48 and Executive Order #150, the University invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

PROTEST PROCEDURES: A party wanting to protest a contract award pursuant to this solicitation must submit a written request to the Director of Purchasing, North Carolina State University, Purchasing Department, Campus Box 7212, Raleigh, NC 27695-7212. This request must be received in the University Purchasing Department within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation. Offerors may call the purchaser listed on the first page of this document to obtain a verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.

VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM: Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.doa.state.nc.us/PandC/>.

RECIPROCAL PREFERENCE: G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

ENTERPRISE-LEVEL IT SYSTEMS OR TECHNOLOGIES: The University is committed to promote and integrate universal IT accessibility in the delivery of its resources and to develop innovative solutions to accessibility challenges for students, faculty and staff.

Vendors must:

- a. Assure all features, components and sub-systems of the software or IT System contained on this RFP **fully comply** with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), (<http://www.section508.gov>);

OR

Detail why any feature, component or sub-system contained in this RFQ does not **fully comply** with Section 508, and the way in which the proposed product is out of compliance;

- b. If the Voluntary Product Accessibility Templates (VPAT) (<http://www.access-star.org/ITI-VPAT-v1.2.html>) are used, they must include compliance checklists for:
 - 1. Technical Standards,
 - 2. Function and Performance Criteria
 - 3. Documentation and Support
- c. The product offered in response to this RFP is subject to an accessibility evaluation by the University.

**NORTH CAROLINA STATE UNIVERSITY
GENERAL CONTRACT TERMS AND CONDITIONS
(Contractual and Consultant Services)**

GOVERNING LAW: This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

Note: these contract terms and conditions apply to purchases normally made for North Carolina State University. Governing law for procurements in any other location shall be the state where the transaction takes place.

1. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina , where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined
2. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
3. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the University's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
4. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the University's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
5. **INSPECTION AT CONTRACTOR'S SITE:** The University reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the University's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the University shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the University, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the University for damages sustained by the University by virtue of any breach of this agreement, and the University may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the University from such breach can be determined.

In case of default by the Contractor, the University may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The University reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to the University.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the University may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the University.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The University reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
8. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
9. **TERMINATION:** The University may terminate this agreement at any time by providing written notice to the contractor at least thirty (30) days before the effective date of the termination. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the University, become its property. If the contract is terminated by the University as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
10. **CONTRACTOR TERMINATION:** The contractor may terminate the contract by providing written notice to the University at the address shown in this proposal at least thirty (30) days before the effective termination date.
11. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the University for the purpose set forth in this agreement.
12. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency.

13. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
14. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor. In addition, all inventions and the copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the University, and the Contractor agrees to assign all rights therein to the University. Contractor further agrees to provide University with any and all reasonable assistance which University may require to file patent applications, to obtain copyright registrations, or to perfect its title in any such inventions or works, including the execution of any documents submitted by the University.
15. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract. Further, the University Internal Auditor shall have the same access to persons and records.
16. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the University may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).In no event shall such approval and action obligate the University to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
17. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
18. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
19. **SAFETY STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device

offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

20. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).

c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage; \$1,000,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

21. **ADVERTISING:** Contractor shall not use the existence of this contract or the name of the State of North Carolina or North Carolina State University as part of any advertising without prior written approval from the University.

22. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposal, any addenda thereto, and the offeror's response are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

23. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the University and the Contractor.
24. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
25. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement (“product” shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
26. **GENERAL INDEMNITY:** The contractor shall hold and save the University, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the University’s agents who are involved in the delivery or processing of contractor goods to the University. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
27. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the University or State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.
- If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the University agent responsible for the contract.
- Vendor must give notice to the University of any relocation of the vendor, employees of the vendor, subcontractors of the vendor, or other persons performing services under a state contract outside of the United States.
28. **PRICING:** All prices offered herein shall be firm against any increases. Request by the contractor for a cost increase relevant to any contract extension shall be submitted in writing one hundred and eighty (180) days prior to each contract renewal. The University reserves the option of accepting a contractor's proposed cost increase or canceling the service and seeking

proposals from other contractors. Requests for cost increases will be indexed to the same percent as any change in the Consumer Price Index/All Urban Consumers for the previous twelve month period of the request.

29. **DEBARMENT CERTIFICATION:** Offeror certifies to the best of its knowledge and belief, that it nor any of its principals a) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contract by any Federal agency; b) have not within a three year period preceding this award been convicted of or had a civil judgment rendered against them for: commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to this submission of offers; or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property; and c) are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses enumerated herein. The offer certifies that they have not, within a three year period preceding this offer, had one or more contracts terminated for default by any federal agency.

“Principals” for the purpose of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segments, and similar positions.)

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution. Certification of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the University, the University may terminate this agreement for default.

Offeror hereby certifies these conditions and does so by signing the execution page of this RFP document.

Appendix A

Master Intergovernmental Cooperative Purchasing Agreement

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

RECITALS

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

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

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

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

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

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

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products and Services
5. That a procuring party will make timely payments to the Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving thirty (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.

New Supplier Implementation Checklist	Target Completion after award
1. Administration Agreement Signed	Proposal
2. First Conference Call	One Week
Discuss expectations	
Establish initial contact people and roles/responsibilities	
Outline kick-off plan	
Establish Webex Training date	
3. Supplier Login Established	One Week
Complete Supplier Initiation Form	
Create User Account and User IDs and communicate to Supplier	
4. Initial Sr. Management Meeting	Two Weeks
Review commitments	
Review Kick-off Plan	
Discuss Nat Acct Mgr. role and staff requirements	
Discuss Reporting Processes and requirements	
Determine field sales introductory communication plan	
5. Initial National Account Manager and Staff Training Meeting	Two Weeks
Discuss expectations, roles and responsibilities	
Conduct basic supplier training	
Introduce and review web-based tools	
Discuss sales organization and define roles	
Discuss marketing plan and customer communication/roll-out strategy	
Discuss Supplier Handbook	
Review with National Accounts Manager	
Review process and expectations with Nat Accts Mgr and Lead Referral person	
Discuss admin processes and expectations and provide admin support training	
6. Review of Top 10 Existing Participating Public Agency Contracts	Two Weeks
Determine strategies with NAM	
7. Program Contact Requirements	Two Weeks
Supplier Contacts Communicated to U.S. Communities Staff	
Dedicated Email	
Dedicated Toll Free Number	

8. Web Development	
Initiate IT contact	Two Weeks
Web site construction	Three Weeks
Web site final edit	Four Weeks
9. Sales Training and Roll Out	
Regional Manager Briefing - Coordinate with NAM	One Week
Initial Remote Webex Supplier Training for all sales - Coordinate with NAM	Two Weeks
Top Ten metro areas - Coordinate with NAM and RMM	Four Weeks
Initiate contact with Advisory Board Member Agencies - Coordinate with NAM, GAM, RMM	Four Weeks
Review Supplier Handbook	Six Weeks
Training Plan for the other metros- Coordinate with NAM, GAM, RMM	
10. Green Initiative	
Identify green product	Two Weeks
Upload to USC website-Link to suppliers website	Four Weeks
Environmental Purchasing contact	Six Weeks
Green Marketing Material	Six Weeks