



REQUEST FOR PROPOSAL

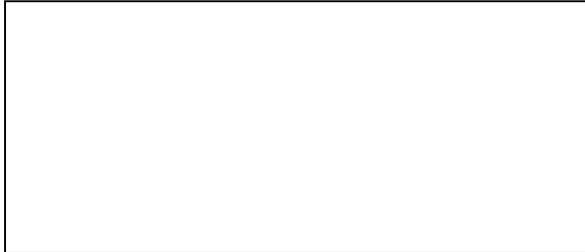
SOLICITATION :  
RFP-IS-1057-1

INTERNAL SERVICES DEPARTMENT

BID DUE:

09/01/09 12:00:00 PM

Vendor No. :



RETURN BID TO ADDRESS BELOW

**INTERNAL SERVICES DEPARTMENT  
ISD - CENTRAL PURCHASING  
1100 N. EASTERN AVENUE  
RM 103 - BID ROOM - 1ST FLOOR  
LOS ANGELES, CA 90063**

BUYER : Yvonne Moore-Parker  
BUYER PHONE : 323-881-5150  
DATE ISSUED : 07/14/09  
REQ. DEPARTMENT : IS  
  
AGENCY REQ. NO. : TELECO  
REQ. NO. :  
  
FISCAL YEAR :  
  
SCHEDULED BEGIN DATE :  
SCHEDULED END DATE :  
  
NUMBER OF COMMODITY LINES : 1  
  
PROCUREMENT FOLDER : 71309

TELECOM. SUPPLIES & ACCESSORIES - BIDDERS CONFERENCE

TO BE COMPLETED BY VENDOR

1. DELIVERY WILL BE MADE IN \_\_\_\_\_ THIS NUMBER OF DAYS AFTER RECIEPT OF ORDER.
2. CASH DISCOUNT \_\_\_\_\_% \_\_\_\_\_ DAYS. CASH DISCOUNT OF LESS THAN 30 DAYS OR 25TH PROX. WILL BE CONSIDERED AS NET IN EVALUATING THIS BID.
3. BID BOND ATTACHED: \_\_\_\_\_ CERTIFIED CHECK ATTACHED: \_\_\_\_\_ OTHER ATTACHMENTS: \_\_\_\_\_
4. BID REFERENCE NUMBER: \_\_\_\_\_ . (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).
5. PLEASE REMOVE FROM THIS COMMODITY CODE: \_\_\_\_\_ .
6. FEIN OR SOCIAL SECURITY# REQUIRED: \_\_\_\_\_

\*\* IMPORTANT \*\*

IN ORDER TO RECEIVE AN AWARD, VENDORS ARE REQUIRED TO BE REGISTERED WITH THE COUNTY OF LOS ANGELES. VENDORS MAY REGISTER ONLINE ON THE COUNTY OF LOS ANGELES VENDOR REGISTRATION WEBSITE @ [HTTP://CAMISVR.CO.LA.CA.US/WEBVEN/](http://CAMISVR.CO.LA.CA.US/WEBVEN/)

USE OF A BRAND NAME AS SPECIFICATION IS NOT INTENDED TO RESTRICT COMPETITION. QUOTE IN ACCORDANCE WITH SPECIFICATION OR ON YOUR ALTERNATE. ALTERNATE OFFERS TO MEET FUNCTIONAL REQUIREMENTS, ADEQATELY SUPPORTED BY LITERATURE AND YOUR STATEMENT WHEREIN SPECIFICATIONS DIFFER, WILL BE CONSIDERED FOR FUTURE PURCHASE, OR WHEN FEASIBLE, FOR THIS PURCHASE.

VENDORS ARE REQUIRED TO ENTER THEIR COMPANY NAME IN THE SPACE PROVIDED AT THE TOP OF EACH PAGE ON THIS SOLICITATION.

VENDOR PHONE NUMBER:

TITLE:

DATE:

SIGNATURE OF BIDDER:  
(MUST BE SIGNED)

STANDARD TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 2
<p>1. Invitations for bid are to be delivered to County Purchasing Agent by 12:00 noon on the date shown above; at which time it will be opened and, if requested, publicly read. Requests for Quotations are to be delivered to County Purchasing Agent by date and time shown above. There will be no public opening or reading of these quotations. (See title of quotation in top left-hand corner of this document.)</p> <p>2. All bids shall be typewritten or in ink. No erasures permitted. Mistakes shall be crossed out and corrections typed/inked adjacent, dated and initialed.</p> <p>3. State brand name or make on each item. If quoting other than item specified, include the manufacturer's name, a product description and model number.</p> <p>4. Bid each item separately. Prices must be stated in units specified hereon.</p> <p>5. Each bid must be in a separate sealed envelope with both the bid number and closing date plainly visible on the envelope. Bid must be received at the place, time and on the date specified. Bidders are responsible to assure each bid is properly marked and timely delivered. County assumes no financial obligations for preparation and submittal of bid. Submit bids as indicated hereon. Bidder shall be solely responsible for understanding the specifications and requirements.</p> <p>6. Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. If time varies on different items, bidder shall so state in the column provided opposite the item. Unless otherwise noted, "days for delivery" or "days from receipt of order" mean calendar days.</p> <p>7. An authorized officer or employee must sign with the Firm's name on all bids. Obligations assumed by such signature must be fulfilled.</p> <p>8. Unless otherwise definitely specified, prices bid shall not include sales or use taxes. Bidder shall provide either the serial number or its retailer's permit to engage in business as a seller (if a CA company). Without one of these numbers, County will not pay sales/use tax direct to any Vendor. If Vendor is outside CA, the County will pay sales tax directly to the State.</p> <p>9. All charges, e.g., packing and installation, must be included in the bid. No charges will be allowed unless specified in the bid.</p> <p>10. County reserves the right to waive, at its sole discretion, any formality in the bidding or evaluation in order to expedite the process, accommodate minor error, or respond to unforeseen circumstances, and to reject any or all bids and to reject any items thereon. County may, at its sole discretion, cancel this solicitation at any time prior to award.</p> <p>11. Section 2873 of the California Government code prohibits County from purchasing goods, wares or merchandise manufactured or produced or mined, in whole or in part, by state prisoners in states other than California, except prisoners on probation or parole. Your signature to your bid will be considered certification of full compliance with the Section.</p> <p>12. If required, samples of items shall be furnished at no cost. Samples are not returnable; County will dispose of at their discretion. Unless specifically requested, bidders shall not submit samples. Cost of testing will be as stated herein.</p> <p>13. Bids are subject to acceptance at any time within 30 calendar days of the closing date stated hereon, unless otherwise specifically stipulated.</p> <p>14. County shall not return bids for change/correction after receipt.</p> <p>15. Insurance, surety and performance bonds shall be in the amounts set forth hereon.</p> <p>16. All factors being equal and to the extent authorized by law, County shall prefer products grown, manufactured or produced in the County of Los Angeles, and then in the State of California. To qualify for such preference, bids must definitely and conspicuously state whether the items are wholly or partially grown, manufactured or produced in the County of Los Angeles or the State of California.</p> <p>17. Bids must include employer's identification number as assigned by the U.S. Treasury Department.</p> <p>18. If you do not bid, return this solicitation ("Request") and state reason, or if you do not respond or do not submit a bid for (3 consecutive Requests, you may, at County's sole option, be removed from the mailing list.</p> <p>19. Inspections and examinations or failure to so do is at bidder's sole risk. The specifications set forth herein are controlling and supersede any other information, oral or written, regarding this acquisition.</p>		

STANDARD TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 3
<p>20. Changes or modifications to specifications or conditions to this Request shall only be made by issuance of a written amendment by County's Purchasing Agent. No other change or modification, regardless of source, shall be binding. Bidders are advised to bid only as set forth in this Request.</p> <p>21. The purchase if any, resulting from the Request shall be governed by the County's terms and conditions which are attached hereto. Unless County specifically agrees in writing, any other terms and conditions shall have no force or effect.</p> <p>22. No County employee whose position in County service enables him/her to influence any award to your offer any competing offer, and no spouse or economic dependent of such employee, shall be employed in any capacity by the bidder herein, or have any other direct or indirect financial interest in any transaction resulting from this Request.</p> <p>23. County reserves the right to designate the transportation carrier when common carriers are used in delivery, or make pick up by County truck if the point of origin is within the County of Los Angeles or an adjacent county. Failure to adhere to shipping terms as specified on the purchase order or written agreement will result in deduction of additional handling costs from the invoice(s).</p> <p>24. County may, at its sole option, select other than the low price bidder if, as solely determined by County, another bid is a more responsible and responsive offer.</p> <p>25. County reserves the right to negotiate price, terms and conditions with the selected vendor.</p> <p>26. This Request is a solicitation only, and is not intended or to be construed as an offer to enter into any contract or other agreement. No acquisition can be made without a purchase order.</p> <p>27. County reserves the right to conduct a reasonable inquiry to determine the responsibility of a bidder. The unreasonable failure of bidder to promptly supply information in connection with such inquiry, including, but not limited to, information regarding past performance, financial stability and ability to perform on schedule, may, at County's discretion, be grounds for a determination of non-responsibility.</p> <p>28. Community based enterprises are encouraged to bid. It is the County's policy that on final analysis and award, the Vendor shall be selected without regard to gender, race, creed or color.</p> <p>29. All bids must include a complete "Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form" and "Attestation of Willingness to Consider Gain/Grow Participants Survey" attached hereto. Bids not including completed forms may, at county's option, be returned or the bidder may be required to provide complete forms prior to consideration.</p> <p>30. Wherever possible, vendors are encouraged to subcontract portions of the work to responsible and qualified community Business Enterprise owned businesses and/or entities.</p> <p>31. Bidders are reminded to thoroughly review all solicitation documents.</p> <p>32. Prior to bid award, County reserves the right to request clarification of any bid.</p> <p>33. The offering of gifts, excluding token gifts of a promotional/advertising nature, or gratuities by bidder or any other agent or representative of bidder is strictly prohibited.</p> <p>34. Each person by submitting a response to this solicitation certifies that such bidder/proposer and each County lobbyist and County lobbying firm, as defined by Los Angeles Code Section 2.160.010, retained by bidder/proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code. A copy of Chapter 2.160 can be reviewed and downloaded from the following website: <a href="http://bos.co.la.ca.us/categories/LobInfo/Ordinance.htm">http://bos.co.la.ca.us/categories/LobInfo/Ordinance.htm</a>.</p> <p>35. Subsequent to the County's evaluation, bids/proposals which were required to be submitted in response to the solicitation process become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.</p> <p>36. County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.</p> <p>37. Bidder shall not and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the County's prior written consent.</p> <p>38. Bidders/Proposers Adherence to County's Child Support Compliance Program Bidders/proposers shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).</p>		

STANDARD TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 4
<p style="text-align: center;">ALL AWARDS FROM THIS BID WILL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF PURCHASE: TERMS AND CONDITIONS OF PURCHASE</p> <p>1. CONDITIONS OF PURCHASE; This order shall be in accordance with these terms and conditions and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the County of Los Angeles ("County") Purchasing Agent. Failure of County to object to provisions contained in any acknowledgment, document or other communications from Vendor shall not be construed as a waiver of these terms and conditions or an acceptance of any such provision.</p> <p>2. DELIVERY: Delivery shall be as stated herein. When using common carriers, County reserves the right to designate the transportation carrier. Failure on the part of Vendor to adhere to shipping terms specified hereon or contained in a written agreement for this purchase may, at County's discretion, result in additional handling costs being deducted from Vendor's invoice. Cost of inspection on deliveries or offers for delivery which do not meet specifications will be for the account of Vendor. Unless otherwise set forth herein, all items shall be suitably packed and marked. Purchase Order number must be on all shipping documents and containers.</p> <p>3. INVOICES; Invoices shall include the Purchase Order number, which is located in the upper right hand corner of the Purchase Order. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices will not be paid unless and until the requirements have been fully met. When price shown is a delivered price, all transportation and delivery charges must be prepaid in full to destination.</p> <p>4. PRICE/SALES TAX: Unless otherwise specified herein, the prices herein do not include sales or use tax. No charges for transportation, containers, packing, unloading, etc., shall be allowed unless specified herein.</p> <p>5. PAYMENT TERMS: Unless otherwise specified herein, payment terms are net 30 days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges, Cash discount periods shall be computed either from the date of delivery and County's acceptance or the date of County's receipt of correct and proper invoices, whichever date is later, prepared in accordance with the terms herein.</p> <p>6. WARRANTIES; Vendor shall, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor shall also reimburse County for any costs incurred as a result of defect(s). The term of this warranty shall be as set forth in the Purchase Order, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without any violation of any law, ordinance, rule or regulation of any government or administrative body.</p> <p>7. CANCELLATION; Unless otherwise specified herein, County may cancel all or part of this Purchase Order and/or Contract at no cost and for any reason by giving written notice to Vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation charge not exceeding one percent (1%) of the value of the cancelled portion of the Purchase Order and/or Contract may be charged County for cancellation with less than thirty (30) days prior written notice.</p> <p>8. HAZARDOUS MATERIALS: Vendor warrants that it complies with all Federal, State and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.</p> <p>9. COVENANT AGAINST GRATUITIES: Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of County with a view toward securing this Purchase Order or favorable treatment with respect to any determination concerning the performance of this Purchase Order. In the event of breach of this warranty, County shall be entitled to pursue the same remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default.</p> <p>10.0 CONFLICT OF INTEREST: 10.1 No County employee whose position with County enables such employee to influence the award of the Purchase Order or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Purchase Order. No officer or employee of Vendor, who may financially benefit from the award of this Purchase Order shall in any way participate in County's approval or ongoing evaluation of this purchase. 10.2 Vendor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Purchase Order. Vendor warrants that it is not aware of any facts which create a conflict of interest. If Vendor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.</p> <p>11. GOVERNING LAW AND VENUE: This Purchase Order shall be governed by and construed in accordance with the laws of the State of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Purchase Order, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Los Angeles, California.</p> <p>12. INDEMNIFICATION: Vendor shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with Vendor's operations, goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any actual or alleged trade secret disclosure.</p>		

STANDARD TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 5

13. DEFAULT: The County may, by written notice to the Vendor, terminate the Purchase Order, if, in the judgment of the County:

a. Vendor has materially breached the Purchase Order; or

b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Purchase Order or fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Purchase Order and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

In the event that the county terminates the Purchase Order, the County may procure, upon such terms and in such manner as the county may deem appropriate, goods and services similar to those so terminated. The Vendor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services.

The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

14. INVALIDITY, REMEDIES NOT EXCLUSIVE: If any provision of this Purchase Order or the application thereof to any person or circumstance is held invalid, the remainder of this Purchase Order and the application of such provision to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.

15. COMPLIANCE WITH LAWS: The Vendor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Purchase Order are hereby incorporated herein by reference.

The Vendor shall indemnify and hold harmless the County from and against all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney fees, arising from or related to any violation on the part of the Vendor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

16. NONDISCRIMINATION: By acceptance of this Purchase Order, Vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor shall allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Purchase Order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the Purchase Order, the County shall, at its option and in lieu of termination or suspending this Purchase Order, be entitled to liquidated damages, pursuant to California Civil Code Section 1671, of the greater of ten percent (10%) of the Purchase order amount or One Thousand Dollars (\$1,000).

17. FORCE MAJEURE: Neither party will be liable for delays in performance beyond its reasonable control including, but not limited to, fire, flood, act of God or restriction of civil or military authority.

18. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor. This purchase Order shall not restrict the Purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources.

19. MOST FAVORED CUSTOMER: Vendor represents that the prices charged County in this Purchase Order do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

20. WAIVER: No waiver by the County of any breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Purchase Order shall not be construed as a waiver thereof. The rights and remedies set forth in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

21. ACCEPTANCE; Unless explicitly stated by County as otherwise, County may conduct, at its location or any other County designated location and at its expense, an incoming acceptance test on all items purchased hereunder. The acceptance test period shall not exceed thirty (30) days from receipt of such item by County. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in this Purchase Order.

22. SPARE PARTS: Unless otherwise set forth herein, Vendor shall make spare parts available to County for a period of two (2) years from the date of delivery of the items to County. If Vendor is unable to so provide spare parts, it shall provide County with the name(s) of Vendor's suppliers so that County may attempt to procure such parts directly. In the event of such unavailability, Vendor shall provide, at no cost, reasonable assistance to County in obtaining spare parts.

23. ENTIRE AGREEMENT MODIFICATIONS: This Purchase Order and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only County's Purchasing Agent can make changes or modifications by issuance of an official change notice.

STANDARD TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 6
<p>24. INDEPENDENT CONTRACTOR STATUS: This Purchase Order is by and between the County and the Vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Vendor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Vendor.</p> <p>The Vendor understands and agrees that all persons performing work pursuant to this Purchase Order are, for purposes of Workers' Compensation liability, solely employees of the Vendor and not employees of the County. The vendor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Vendor pursuant to this Purchase Order.</p> <p>25. COUNTY STOCK: Stock furnished by County to be used in this Purchase Order shall be returned to County free from damage from any cause and in accordance with all other terms and conditions of bid and this Purchase Order.</p> <p>26. TAX EXEMPT STATUS: Tax exempt items shall be clearly listed and identified.</p> <p>27. COUNTY LOBBYISTS: The Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Vendor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Vendor or any County Lobbyist or County Lobbying firm retained by the Vendor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Purchase Order, upon which the County may in its sole discretion, immediately terminate or suspend this Purchase Order.</p> <p>28. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should the Vendor require additional or replacement personnel after the effective date of this Purchase Order, the vendor shall give consideration for such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Vendor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Vendor will interview qualified candidates. The county will refer GAIN/GROW participants by job category to the vendor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.</p> <p>29. TERMINATION FOR IMPROPER CONSIDERATION: The County may, by written notice to the vendor, immediately terminate the right of the Vendor to proceed under this Purchase Order if it is found that consideration, in any form, was offered or given by the Vendor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Purchase Order or securing favorable treatment with respect to the award, amendment, or extension of this Purchase Order or the making of any determinations with respect to the Vendor's performance pursuant to this Purchase Order. In the event of such termination, the County shall be entitled to pursue the same remedies against the vendor as it could pursue in the event of default by the Vendor.</p> <p>The Vendor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.</p> <p>Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts, or the promise of any of these.</p> <p>30. SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall, require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at <a href="http://www.babysafela.org">www.babysafela.org</a> for printing purposes.</p> <p>31. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM</p> <p>The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts/Purchase Orders are in compliance, with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.</p> <p>As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract/Purchase Order to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).</p> <p>TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM</p> <p>Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract/Purchase Order, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract/Purchase Order pursuant to "VENDOR'S RESPONSIBILITY AND DEBARMENT" and pursue debarment of CONTRACTOR, pursuant to County Code, Chapter 2.202.</p>		

STANDARD TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1
-----------------------------	---

COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 7
----------------	-------------------------------	-----------

32. PAYROLL RECORDS: Wherever required, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor's subcontractors shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division, of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.

Certified Payroll shall be submitted upon request and shall include:

- A. Original Document
- B. Company Name & Address
- C. Account Number/Project Number
- D. Project Name and Address
- E. Authorizing County Department and Purchase Order or Contract Number
- F. Period of Time in Which Work is Being Performed
- G. Employee Name, Address and Social Security Number
- H. Work Classification, Including Sub-classification
- I. Hours Paid
- J. Rate of pay
- K. Deductions
- L. Payroll Check Number
- M. Benefits
- N. Signature of Employee Authorized to Certify Payroll

Prevailing Wage Scale

Wherever required:

- A. The Contractor shall comply with all provisions of the Labor Code of the State of California.
- B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.
- C. Particulars of the current Prevailing Wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor.
- D. Current prevailing wage rates may be obtained at:

www.dir.ca.gov/DLSR/PWD/Apprentice.htm  
or  
Division of Labor Standards Enforcement  
455 Golden Gate Avenue, 9th Floor  
San Francisco, CA 94102 (415) 703-4810

Records Retention and Audit, Federal or State Funded Purchases

The Vendor shall maintain in good and legible condition all books, documents, papers, and records related to its performance under this Purchase Order or Agreement. Such records shall be complete and available to Los Angeles County, the State of California and officials of the Federal Government or its duly authorized representatives, during the term of the Contract and for a period of at least three years following the County's final payment under the Purchase Order or Agreement, unless other matters, such as an audit or litigation, are not closed. All Purchase Order or Agreement-related books, documents, papers, and records related to the Vendor's performance under the Purchase Order or Agreement must be retained in a manner described above until all such other matters are closed, regardless of the duration.

FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper (min 30% post-consumer waste) to the maximum extent possible on this Solicitation Response.

PARTICIPATING MUNICIPALITIES

At County's sole discretion and option, County may inform other public agencies that they may acquire items listed in this agreement or purchase order. Such acquisition(s) shall be at the prices stated herein, and shall be subject to vendor's acceptance. In no event shall County be considered a dealer, remarketer, agent or other representative of vendor.

Public entity purchase orders complete with terms and conditions shall be submitted by the public entity.

Vendor authorizes County's use of vendor's name, trademarks and vendor provided materials in County's presentation and promotions regarding the availability of use for this agreement.

County will not be liable or responsible for any obligations, including but not limited to payment for any item ordered by public entities.

County makes no representation or guarantee as to any minimum to be purchased by County or public entities.

Do you agree to the aforementioned? Yes\_\_\_\_\_ No\_\_\_\_\_

STANDARD TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 8

VENDOR'S RESPONSIBILITY AND DEBARMENT

A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the requirements of the Purchase Order. It is the County's policy to conduct business only with responsible vendors.

The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Vendor on this or other Purchase Orders which indicates that the Vendor is not responsible, the County may, in addition to other remedies provided in the Purchase Order, debar the Vendor from bidding on any County Contracts/Purchase Orders for a specified period of time not to exceed five (5) years, and terminate any or all existing Contracts/Purchase Orders the Vendor may have with the County.

The County may debar a Vendor if the Board of Supervisors finds, in its discretion, that the Vendor has done any of the following: (1) violated any term of Contract/Purchase order with the County, (2) committed any act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a Contract/Purchase Order with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

If there is evidence that the Vendor may be subject to debarment, the Purchasing Agent will notify the Vendor in writing of the evidence that is the basis for the proposed debarment and will advise the Vendor of the scheduled date for debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or the Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of debarment. If the vendor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Vendor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to the subcontractors of County Contractor/Vendor.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. A Certified Local SBE is a business 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least the past twelve months; and 3) certified by the Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above.

To apply for certification as a Local SBE, companies may register at the Office of Affirmative Action Compliance's website at:

<http://oaac.co.la.ca.us/Contract/sbeprog.html>

Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Proposers must attach the Local SBE Certification Letter to the Required Form - Los Angeles County Community Business Enterprise (CBE) Program - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form - with their proposal. County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at:

<http://www.pd.dgs.ca.gov/smbus/default>

STANDARD TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 9

**Local Small Business Enterprise Preference Program**

Instructions: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code.

For County solicitations which are not federally funded, a certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least twelve months; and 3) certified by the Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources website at: <http://www.pd.dgs.ca.gov/smbus/default>

Pursuant to the adopted Ordinance No. 2007-0090, amending Chapter 2.204 of the Los Angeles County Code:

For County solicitations which are federally funded and subject to the federal restriction on geographical preferences, a certified small business is a business: 1) self-certified as small using the SBA size standards and industry codes (NAICS) and; 2) registered on the federal Central Contractor Registration (CCR) data base. Information about federal small business registration is available on the CCR website at: <http://www.ccr.gov>

Certified small businesses must request the SBE preference in their solicitation response and may not request the preference unless the certification process has been completed and certification affirmed. The County must verify SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

To determine whether this solicitation is federally funded, please refer to the SPECIAL TERMS AND CONDITIONS in this solicitation document for clarification.

FIRM NAME: \_\_\_\_\_

I AM NOT a Local SBE certified with the County of Los Angeles Office of Affirmative Action Compliance or the federal CCR as of the date of this proposal/bid submission

I AM a Local SBE certified with the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission and I request this proposal be considered for the Local SBE Preference.

I AM a certified small business with the federal CCR as of the date of this proposal/bid submission and I request this proposal be considered for the Local SBE Preference.

My County (WebVen) Vendor Number is: \_\_\_\_\_

My Commercial and Government Entity (CAGE) code is: \_\_\_\_\_

STANDARD TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 10

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

Agency name	Minority	Women	Dis- Advantaged	Disabled Veteran	Expiration Date

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

Print Authorized Name	Authorized Signature	Title	Date

STANDARD TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 11

COUNTY OF LOS ANGELES

BIDDER'S ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT - As a threshold requirement for consideration of a bidder for award of an Agreement, the bidder shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program or shall attest to a willingness to consider GAIN/GROW participants for future employment openings if they meet the minimum qualifications for that opening. Additionally, bidders shall attest to a willingness to provide employed GAIN/GROW participants access to the bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Bidders shall complete, sign, and return with their bid the form "Attestation of Willingness to Consider GAIN/GROW, Participant's" attached. Bidders who are unable to meet this requirement shall not be considered for award of an Agreement.

Bidder shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Bidder has a proven record of hiring GAIN/GROW participants and will continue to consider participants for any future employment openings.

\_\_\_\_\_ YES (SUBJECT TO VERIFICATION BY COUNTY) \_\_\_\_\_ NO

B. Bidder is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Concider" means that bidder is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_ YES \_\_\_\_\_ NO

C. Bidder is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES \_\_\_\_\_ NO

\_\_\_\_\_ N/A (Program not available)

Bidder Organization: \_\_\_\_\_

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

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

Tel.#: \_\_\_\_\_ Fax #: \_\_\_\_\_

STANDARD TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
-----------------------------	---	--

COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 12
----------------	-------------------------------	------------

PROHIBITION AGAINST USE OF CHILD LABOR

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

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

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

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

\_\_\_\_\_  
VENDOR SIGNATURE

\_\_\_\_\_  
DATE

STANDARD TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 13

LOCKOUT/TAG-OUT PROGRAM FOR MACHINERY OR ELECTRICAL EQUIPMENT

For equipment purchase(s) under this solicitation, Vendor shall be responsible to provide the County with a means to Lockout/Tag-out any machinery or electrical equipment sold to the County in accordance with OSHA regulation, CCR Title 8, Section 3314.

Any Lockout method must utilize a positive means such as 1) a lock, either key or combination type, 2) a hasp or other means of attachment to which, or through which, a lock can be affixed or it has a locking mechanism built into it, in order to hold an energy-isolating device in a safe (locked) position and prevent the energizing, transmission or release of electrical, mechanical, hydraulic, pneumatic, chemical, thermal or other energy from a machine or equipment. Such machinery and equipment includes, but is not limited to: a manually operated electrical switch breaker; a disconnected switch; a manually operated switch by which conductors of a circuit can be disconnected from all underground supply conductors and a line valve. In addition, this would include installing pieces of equipment used in maintenance and service activities, such as pipelines, vessels and/or pressurized tanks to service air, gas, water, steam and/or petrochemical distribution systems.

STANDARD TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 14

JURY SERVICE PROGRAM

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective contractors should carefully read the Jury Service Program which is incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1. The Jury Service Program requires contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service program, "employee" means any California resident who is a full-time employee of a contractor and "full time" means 40 hours or more worked per week, or a lesser number of hours if; 1. the lessor number is a recognized industry standard as determined by the County, or 2. the contractor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a contractor's full-time California employees, even those not working specifically on the County project.
  
2. There are two ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "contractor". The Program defines "contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have 1) ten or fewer employees; and 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
  
3. If a contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in the Certification Form and Application for Exception and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor's application, the County will determine, in its sole discretion, whether the contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

STANDARD TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 15

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

The County's solicitation for this Contract/Purchase Order (Request for Proposal or Invitation to Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program)(Los Angeles County Code, Chapter 2.203). All bidders or proposers whether a contractor or a subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County's Department will determine, in its sole discretion, whether the bidder or proposer is excepted from the program.

Company Name: _____		
Company Address: _____		
City: _____	State: _____	Zip: _____
Telephone Number: _____		
Solicitation for (Type of Goods or Services): _____		

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

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

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

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

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the Contract awarded, exceed \$500,000.

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

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

OR

STANDARD TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 16

Part II: Certification of Compliance

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

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

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

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



STANDARD TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 18

"NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS BY PROPOSING/BIDDING COMPANY"

The vendor shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Vendor on Required Form - Exhibit - Proposer's Organization Questionnaire/Affadavit. Failure of the vendor to provide the information may eliminate its proposal/bid from any further consideration.

RESPONSIBLE DEPARTMENT

---

Chief Administrative Office  
 Chief Information Office  
 County Counsel

DATE ISSUED / SUNSET DATE

---

Issue Date: December 13, 2005

Sunset Date: December 13, 2009

STANDARD TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 19

REQUIRED FORMS - EXHIBIT

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFADVIT

Page 1 of 2

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

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of Incorporation.

_____	_____	_____
NAME	STATE	YEAR INC.

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

\_\_\_\_\_

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

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm?\_\_\_\_\_If yes,

Name of parent firm:\_\_\_\_\_

State of incorporation or registration of parent firm:\_\_\_\_\_

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

Name	Year of Name Change
_____	_____
_____	_____

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

\_\_\_\_\_

\_\_\_\_\_

STANDARD TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 20

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

List each minimum requirement

Check the appropriate box below:

YES  NO \_\_\_\_\_ years experience, within the last \_\_\_\_\_ years

YES  NO Willingness to consider hiring GAIN/GROW participant

YES  NO Complies with the County's Child Support Compliance

YES  NO Certifies intent to comply with County's Jury Service Program

YES  NO Declares intent to comply with County's Living Wage Program

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

Proposer's Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Fax number: \_\_\_\_\_

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

Signature

Internal Revenue Service  
Employer Identification Number

Title

California Business License Number

Date

County Vendor Number



STANDARD TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 22

Acquisition of supplies and equipment are made by the Purchasing Agent pursuant to:

- Government Code 25501, et seq.;
- Codified Ordinance of County of Los Angeles, Title 2, Chapter 2.81; and
- Section 24 of the County Charter.

With limited exceptions, solicitations conducted under the statutory authority of the Purchasing Agent are price-based with the resultant award being made to the lowest, responsible bidder that fully meets and complies with all of the specifications and requirements of the solicitation.

The Purchasing Agent or his/her designee shall be responsible for the review and disposition of any protest of a bid solicitation conducted under the statutory authority of the County Purchasing Agent.

Review of Solicitation Requirements and Specifications

A vendor may seek a review of the solicitation requirements and/or specifications by written request to the Buyer conducting the solicitation provided that the written request is received prior to the closing date of the solicitation.

This request must itemize, in appropriate detail, each matter contested and a factual reason(s) for the requested review (e.g., specifications were too narrow and limited competition with supporting details, etc.).

The Purchasing Agent will provide a written response to the requesting vendor(s).

Bid Protests

In accordance with County Purchasing Policy M-1100, Bid/Vendor Protest, participant vendors may request a review of any bid specifications at the time of the bid posting and/or before the closing date. Additionally, participant vendors may protest any award within three (3) business days after the "Notice of Intent to Award" is posted on the County's bid website. These protest procedures are as follows:

Upon a determination of vendor selection from a bid process, the Purchasing Agent will post a "Notice of Intent to Award" on the County's bid website, and notify all solicitation participants of the intended award via email.

1. Non-selected vendors will have three (3) business days, from the date the notice is posted, to file a formal bid protest with the Purchasing and Contracts Analyst (Buyer) that conducted the solicitation.
2. The bid protest, which must be received by the Buyer within the three (3) day period, shall be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.
3. Bid protests must be filed prior to the award of contract or purchase order. Upon execution of the contract or purchase order to the selected vendor, the Purchase Agent will not take action on a bid protest; however, a written response will be provided to the protesting vendor.
4. If a vendor bid protest is appropriately filed (i.e., prior to the award), the Purchasing Agent may delay the award of contract or purchase order until the matter is resolved.

There are, however, situations where the delay of an award may not be in the best interest of the County due to emergency and/or time critical acquisitions such as at the end of the County's fiscal year. In these instances, the County has no obligation to delay or otherwise postpone an award of a purchase order or contract based on a vendor protest.

5. In all cases, the County Purchasing Agent reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.
6. The Purchasing agent will respond to all bid protests in a timely manner.
7. The Purchasing Agent may refer a protest of a technical nature to the requisitioning County department for further clarification, and will prepare a letter to the protesting vendor, advising them of the pending action(s), and when a formal response can be expected.

STANDARD TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 23

Transitional Job Opportunities Preference Program

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. The preference only applies to solicitations where Transitional Job Opportunity participants will be employed for the services solicited. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the department with their bid response to the purchasing or contracting solicitation for which they are competing; has been in operation for at least one year providing transitional job and the related supportive services to program participants; and provided a profile of their program a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department. Transitional Job Opportunities vendors must request the preference in their solicitation responses and may not receive the preference until their certification has been affirmed by the applicable department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunity vendor.

If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

In accordance with the above stated criteria, I certify that I am a Transitional Job Opportunity Vendor and I am claiming the preference on this solicitation. I further certify that Transitional Job Opportunity participants will be used for the services that are being solicited by the County in this solicitation.

SPECIAL TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 24

THE COUNTY OF LOS ANGELES SEEKS TO ESTABLISH TELECOMMUNICATION SUPPLIES AND ACCESSORIES AGREEMENTS FOR BOTH LOCAL AND NATIONWIDE USERS:

- LOCAL AGREEMENT(S): LOS ANGELES COUNTY ONLY
- NATIONWIDE AGREEMENT(S): LOS ANGELES COUNTY AND PARTICIPATING NATIONWIDE PUBLIC AGENCIES WITH U.S. COMMUNITIES.

BIDDERS WILL NOT BE PENALIZED IF THEY ELECT NOT TO PARTICIPATE IN THE NATIONAL PROGRAM.

\*\*\*\*\*

THIS SOLICITATION INCLUDES THE FOLLOWING ATTACHMENTS AND EXHIBITS:

1. STATEMENT OF WORK (2 pages)  
VENDOR MUST COMPLETE AND SUBMIT WITH RESPONSE.
2. EXHIBIT 1 - PRICING EVALUATION SHEET (13 pages)  
THIS SECTION IS TO PROVIDE PRICE QUOTE FOR EACH ITEM LISTED BASED ON VENDORS' DISCOUNT OFFERED IN ATTACHMENT A. QUOTE PRICES F.O.B. DESTINATION WITH DELIVERY WITHIN LOS ANGELES COUNTY. CORRECT ANY INCORRECT PART NUMBERS BY HAND WHERE APPLICABLE. MUST BE SUBMITTED WITH YOUR RESPONSE.
3. EXHIBIT 2 - VENDOR REFERENCE FORM (1 page)  
VENDOR SHALL SUBMIT NO LESS THAN FIVE (5) VERIFIABLE REFERENCES WHERE SAME OR SIMILAR PRODUCTS OR SERVICES WERE PROVIDED. IF MORE THAN FIVE REFERENCES ARE PROVIDED, THE FIRST FIVE WILL BE USED. EACH REFERENCE WILL BE CALLED AND ASKED ABOUT THE VENDOR'S PERFORMANCE IN PROVIDING CUSTOMER SERVICE, FAIR PRICING, PROMPT DELIVERY AND QUALITY PRODUCT. A REASONABLE EFFORT WILL BE MADE TO CONTACT REFERENCES. IF A REFERENCE CONTACT CANNOT BE REACHED FOR ANY REASON, THEN THAT REFERENCE WILL RECEIVE A ZERO SCORE. MUST BE SUBMITTED WITH YOUR RESPONSE.
4. EXHIBIT 3 - U.S. COMMUNITIES (NATIONAL PROGRAM) COMPETITIVE SOLICITATION (OPTIONAL) (28 pages)  
IF VENDOR IS INTERESTED IN PARTICIPATING IN THE U.S. COMMUNITIES PROGRAM, INCLUDE THESE RESPONSES WITH YOUR RESPONSE.
5. EXHIBIT 4 - U.S. COMMUNITIES ADMINISTRATION AGREEMENT (14 pages)  
IF VENDOR IS RESPONDING TO EXHIBIT 4 AND IS SELECTED BY U.S. COMMUNITIES, VENDOR SHOULD REVIEW AND EXECUTE THE U.S. COMMUNITIES ADMINISTRATION AGREEMENT IN ITS ENTIRITY. EXCEPTIONS WILL NOT BE ACCEPTED OR NEGOTIATED. MUST BE SUBMITTED WITH YOUR RESPONSE.
6. ATTACHMENT A, AND A-1 (SAMPLE) - PERCENTAGE DISCOUNT OFF PRICE LIST (6 pages)  
THE PURPOSE OF THIS SECTION IS TO ESTABLISH PRICING ON NUMEROUS MANUFACTURES. AN ELECTRONIC CATALOG ON CD MUST BE PROVIDED FOR EACH MANUFACTURE OFFERED.
7. ATTACHMENT B (LEFT BLANK INTENTIONALLY) - VENDOR VALUE ADDED SERVICE (1 page)  
THIS SECTION WILL INCLUDE ANY VALUE ADDED SERVICE THE VENDOR WILL PROVIDE AT NO ADDITIONAL COST TO LOS ANGELES COUNTY. MUST BE SUBMITTED WITH YOUR RESPONSE.
8. ATTACHMENT C (LEFT BLANK INTENTIONALLY) - VENDOR FINANCIAL STABILITY (1 page)  
THIS SECTION WILL INCLUDE THE VENDOR'S FINANCIAL STABILITY. MUST BE SUBMITTED WITH YOUR RESPONSE.

\*\*\*\*\*

1. BID SUBMISSION

BID SUBMISSION SHALL CONSIST OF ONE (1) ORIGINAL, EIGHT (8) COPIES, AND NINE (9) CD's OF YOUR BID RESPONSE INCLUDING RESPONSES TO THE STATEMENT OF WORK, MANUFACTURER'S CURRENT PRICE LIST, AND RELATED DOCUMENTS SHALL BE RECEIVED AT THE INDICATED ADDRESS BY BID DUE TIME AND DATE. THE SEALED ENVELOPE MUST INDICATE RFP-IS-1057, CLOSING DATE AND TIME. FAILURE TO COMPLY WITH THE INSTRUCTIONS MAY BE CONSIDERED SUFFICIENT REASON FOR REJECTION OF YOUR OFFER.

NOTE: PARTICIPATION IN THE NATIONAL PROGRAM IS NOT MANDATORY. BIDDERS WILL HAVE THE OPTION TO BE CONSIDERED FOR A LOCAL AGREEMENT ONLY, OR FOR BOTH A LOCAL AND NATIONAL AGREEMENT.

ELECTRONICALLY TRANSMITTED (FAXED OR EMAIL) BIDS WILL NOT BE ACCEPTED.

THERE WILL BE NO PUBLIC READING OF THIS REQUEST FOR PROPOSAL.

FOLLOWING IS THE TARGET SCHEDULE OF EVENTS FOR THIS SOLICITATION:

- SOLICITATION RELEASE DATE - JULY 14, 2009
- WRITTEN QUESTIONS DUE - 12:00 NOON - JULY 27, 2009
- BIDDERS CONFERENCE - 2:00 PM - AUGUST 10, 2009

SPECIAL TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 25
<p>SOLICITATION DUE FROM VENDORS - 12:00 NOON - SEPTEMBER 1, 2009          BEGIN CONTRACT PERFORMANCE (ESTIMATE) - JANUARY 1, 2010</p> <p>2. A MANDATORY BIDDERS CONFERENCE IS SCHEDULED FOR THIS PROJECT.</p> <p>ALL PROSPECTIVE BIDDERS MUST ATTEND THE BIDDERS CONFERENCE ON THE DAY AND TIME SPECIFIED IN THIS REQUEST FOR PROPOSAL. NO VENDOR IS EXEMPT OR EXCLUDED FROM ATTENDING THE MANDATORY BIDDERS CONFERENCE. VENDORS ARE REQUIRED TO ATTEND THE ENTIRE BIDDERS CONFERENCE. FAILURE TO ATTEND THE BIDDERS CONFERENCE OR LEAVING PRIOR TO THE CONCLUSION OF THE CONFERENCE WILL RESULT IN THE REJECTION OF YOUR OFFER.</p> <p>ALL INTERESTED BIDDERS SHALL MEET AT THE LOCATION LISTED BELOW:</p> <p>DATE: AUGUST 10, 2009          TIME: 2:00 PM          ROOM: G101 - CONFERENCE ROOM          LOCATION: COUNTY OF LOS ANGELES, INTERNAL SERVICES DEPARTMENT          1100 NORTH EASTERN AVENUE, LOS ANGELES, CA 90063</p> <p>VENDORS MUST CONTACT YVONNE PARKER AT 323-881-5150 OR EMAIL          YMOORE-PARKER@ISD.LACOUNTY.GOV TO CONFIRM YOUR ATTENDANCE TO BIDDERS CONFERENCE BY 12:00 NOON          THURSDAY, JULY 30, 2009.</p> <p>3. EVALUATION AND AWARD</p> <p>a. RIGHT IS RESERVED TO REJECT LOW OFFERS THAT STIPULATE MINIMUM ORDER REQUIREMENTS NOT COMPATIBLE.</p> <p>b. MUST MEET OPERATING REQUIREMENTS OF USING DEPARTMENT.</p> <p>c. UNLESS OTHERWISE QUALIFIED BY BIDDER, THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO MAKE ONE TOTAL AWARD, MULTIPLE AWARDS, OR A COMBINATION OF AWARDS, WHICHEVER IS IN THE BEST INTEREST OF THE COUNTY.</p> <p>d. GEOGRAPHICAL LOCATION MAY BE INCLUDED AS A FACTOR IN THE EVALUATION AND AWARD OF THIS BID.</p> <p>e. EVALUATION CRITERIA          - LOCAL AGREEMENT(S) - COST (BASED ON EXHIBIT 1) - 35%, RESPONSES TO STATEMENT OF WORK - 35%, REFERENCES (BASED ON EXHIBIT 2) - 20%, FINANCIAL STABILITY - 10%          - NATIONAL AGREEMENT(S) - COST (BASED ON EXHIBIT 1) - 60%, TECHNICAL/NATIONAL PROGRAM REQUIREMENTS PROPOSALS - 40%</p> <p>f. COST EVALUATION (EXHIBIT 1) - EACH LINE ITEM WILL BE WEIGHTED EQUALLY. LOW OFFER FOR EACH LINE ITEM WILL RECEIVE MAXIMUM POINTS ALLOWED. ALL OTHERS WILL RECEIVE A PERCENTAGE OF THE POINTS BASED ON THE FOLLOWING FORMULA:          POINTS SCORE = (LOW BID DIVIDED BY BID BEING EVALUATED TIMES POSSIBLE POINTS)</p> <p>4. VENDOR SELECTION</p> <p>a. LOS ANGELES COUNTY AWARDS PURSUANT TO THIS RFP WILL BE TO MULTIPLE VENDORS OFFERING THEIR PRODUCTS IN A NON-EXCLUSIVE ARRANGEMENTS. THESE PROPOSERS WILL BE INVITED TO ENTER INTO NEGOTIATIONS TO ESTABLISH A THREE (3) YEAR AGREEMENT, INCLUDING AN OPTION TO EXTEND FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS. FINAL SELECTION OF VENDOR WILL BE MADE AT THE ABSOLUTE SOLE DISCRETION OF THE COUNTY.</p> <p>b. U.S. COMMUNITIES SEE EXHIBIT 3, PAGE 5, EVALUATION OF PROPOSALS.</p> <p>5. PARTICIPATING PUBLIC AGENCIES</p> <p>COUNTY AND AWARDED BIDDER/PROPOSER OF THIS SOLICITATION MAY ALLOW OTHER GOVERNMENTAL ENTITIES, INCLUDING BUT NOT LIMITED TO: STATES, COUNTIES, CITIES, SPECIAL DISTRICTS, POLITICAL SUBDIVISIONS, SCHOOL DISTRICTS, HIGHER EDUCATION, AND OTHER MUNICIPALITIES (PARTICIPATING PUBLIC AGENCIES) TO PURCHASE PRODUCTS FROM ANY AGREEMENT RESULTING FROM THIS SOLICITATION ON THE SAME TERMS, CONDITIONS AND PRICING AS THE COUNTY, SUBJECT TO ANY APPLICABLE LOCAL PURCHASING ORDINANCES AND THE LAWS OF THE STATE OF PURCHASE.</p> <p>THE COUNTY SHALL NOT BE CONSTRUED AS A DEALER, RE-MARKETER,</p>		

SPECIAL TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 26
<p>REPRESENTATIVE, PARTNER OR AGENT OF ANY TYPE OF ANY BIDDER/PROPOSER THAT MAY BE AWARDED ANY AGREEMENT RESULTING FROM THIS SOLICITATION.</p> <p>PARTICIPATING PUBLIC AGENCIES SHALL BE RESPONSIBLE FOR THE ORDERING OF PRODUCTS UNDER ANY AGREEMENT RESULTING FROM THIS SOLICITATION. PAYMENT FOR PRODUCTS OR SERVICES AND INSPECTIONS AND ACCEPTANCE OF PRODUCTS OR SERVICES ORDERED BY A PARTICIPATING PUBLIC AGENCY SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PROCURING PARTY.</p> <p>THE COUNTY SHALL NOT BE OBLIGATED, LIABLE OR RESPONSIBLE FOR ANY ORDER MADE BY ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF FOR ANY PAYMENT REQUIRED TO BE MADE WITH RESPECT TO SUCH ORDER; AND THAT ANY DISPUTES BETWEEN A PARTICIPATING PUBLIC AGENCY AND BIDDER/PROPOSER THAT MAY BE AWARDED ANY AGREEMENT RESULTING FROM THIS SOLICITATION ARE NOT THE RESPONSIBILITY OF THE COUNTY. THE EXERCISE OF ANY RIGHTS OR REMEDIES BY THE PARTICIPATING PUBLIC AGENCY OR AWARDED BIDDER/PROPOSER SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PARTY.</p> <p>THE COUNTY MAKES NO REPRESENTATION OR GUARANTY WITH RESPECT TO ANY MINIMUM PURCHASES BY THE COUNTY OR ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF UNDER ANY AGREEMENT RESULTING FROM THIS SOLICITATION.</p> <p>DO YOU AGREE TO THE AFOREMENTIONED? YES ____ NO ____</p> <p>6. BIDDERS ARE REQUIRED TO FURNISH THE SERIAL NUMBER OF YOUR CALIFORNIA RETAILER'S PERMIT TO ENGAGE IN BUSINESS AS A SELLER IN CALIFORNIA OR YOUR RETAILER'S CERTIFICATE OF REGISTRATION-USE TAX. FAILURE TO FURNISH SAME WILL PREVENT THE COUNTY OF LOS ANGELES FROM PAYING SALES/USE TAX TO YOUR COMPANY. DO NOT INCLUDE SALES/USE TAX ON ANY INVOICE IF YOU DO NOT FURNISH ONE OF THE FOLLOWING:</p> <p>RETAILER'S PERMIT # _____</p> <p>CERTIFICATE OF REGISTRATION # _____</p> <p>IF YOU ARE UNCERTAIN AS TO WHETHER YOU HAVE SUCH A NUMBER OR HAVE ANY QUESTIONS, PLEASE CONTACT THE CALIFORNIA STATE BOARD OF EQUALIZATION.</p> <p>8. COUNTY RESERVES THE RIGHT TO SELECT THE BIDDER WHICH COUNTY DETERMINES IN ITS SOLE DISCRETION, TO BE THE MOST RESPONSIVE AND RESPONSIBLE BIDDER.</p> <p>9. QUOTATIONS MUST STATE DEFINITELY MANUFACTURER'S BRAND, NUMBER AND PACKAGING OFFERED. RIGHT IS RESERVED TO TEST FOR LATER CONSIDERATION BRANDS ON WHICH WE HAVE NO RECORD.</p> <p>10. ANY AGREEMENT FORMULATED FROM THIS INQUIRY MAY BE CANCELLED BY EITHER PARTY, AFTER INITIAL YEAR OF THE AGREEMENT PERIOD, UPON NINETY (90) DAYS WRITTEN NOTICE. THE COUNTY MAY CONTINUE TO PLACE ORDERS AGAINST SAID AGREEMENT UNTIL THE EFFECTIVE DATE OF SUCH CANCELLATION.</p> <p>11. CONSUMPTION: \$6 MILLION</p> <p>OUR ESTIMATED ANNUAL CONSUMPTION IS GIVEN FOR INFORMATION ONLY. WE GUARANTEE NO MINIMUM QUANTITY.</p> <p>12. DELIVERY</p> <p>a. PRICES QUOTED SHALL INCLUDE DELIVERY TO LOCATIONS WITHIN LOS ANGELES COUNTY.</p> <p>b. QUOTE F.O.B. DELIVERED., FREIGHT PREPAID AND ALLOWED, VENDOR: PAYS FREIGHT COST, OWN TITLE IN TRANSIT, FILE CLAIM(S), COUNTY: TAKES OWNERSHIP AT DESTINATION</p> <p>c. EXPEDITED SHIPMENTS VIA AIR, FEDEX, ETC. WHEN REQUESTED/APPROVED BY THE COUNTY SHALL BE AT COUNTY'S EXPENSE</p> <p>13. BIDDERS MAY BE REQUIRED TO SUBMIT REPRESENTATIVE SAMPLES OF ITEMS</p>		

SPECIAL TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 27
<p>THEY INTEND TO FURNISH. SAMPLE FROM SUCCESSFUL BIDDER WILL BE HELD AS A CONTROL AGAINST DELIVERIES. IF REQUESTED, SAMPLES MUST BE SUBMITTED WITHIN 10 DAYS FROM DATE OF REQUEST.</p> <p>14. DELIVERIES MADE ON ANY PURCHASE ORDER ISSUED ON THE BASIS OF A SAMPLE MUST BE IDENTICAL WITH THE SAMPLE.</p> <p>15. PRODUCTS PURCHASED AS A RESULT OF THIS REQUEST FOR PROPOSAL ARE TO BE SUPPLIED AS OFFERED AND ACCEPTED WITHOUT SUBSTITUTION OF MATERIAL OR STYLE.</p> <p>COSTS INCURRED BY THE COUNTY OF LOS ANGELES FOR INTERNAL ACTIVITIES REQUIRED TO RECALL AND REPLACE AN UNAUTHORIZED SUBSTITUTE WILL BE DOCUMENTED AND APPLIED TO THE ACCOUNT OF THE SUPPLIER.</p> <p>16. PRICE GUARANTEE:</p> <p>UNLESS OTHERWISE QUALIFIED, BIDDER AGREES, FOR THE PERIOD OF ANY AGREEMENT FORMULATED FROM THIS INQUIRY, THAT DISCOUNTS QUOTED FROM PRICE LISTS ARE MINIMUM.</p> <p>UNDER THE PROPOSED AGREEMENT, THE AWARDED BIDDER ON A CASE-BY-CASE BASES MAY OFFER LOWER THAN CONTRACT PRICING FOR LARGE QUANTITY PURCHASES.</p> <p>IF PRICES DECLINE, OR SHOULD VENDOR AT ANY TIME DURING THE LIFE OF SAID AGREEMENT SELL THE SAME MATERIALS OR SERVICE UNDER SIMILAR QUANTITY AND DELIVERY CONDITIONS TO THE STATE OF CALIFORNIA, OR ANY COUNTY, MUNICIPALITY OR LEGAL DISTRICT OF THE STATE OF CALIFORNIA AT PRICES BELOW THOSE QUOTED HEREIN, SUCH LOWER PRICES SHALL BE IMMEDIATELY EXTENDED TO THE COUNTY OF LOS ANGELES.</p> <p>17. IF MANUFACTURER'S PRICE LIST OR DISCOUNT STRUCTURE CHANGES, VENDOR SHALL NOTIFY THE COUNTY OF LOS ANGELES PURCHASING DEPARTMENT IN WRITING IMMEDIATELY, IDENTIFYING AGREEMENT BY NUMBER, FURNISHING 2 COPIES OF NEW LIST AND ACCEPTABLE EVIDENCE OF CHANGE IN MANUFACTURER'S DISCOUNT STRUCTURE. IT SHALL BE VENDORS RESPONSIBILITY TO KEEP THE COUNTY OF LOS ANGELES INFORMED OF CHANGES.</p> <p>ALL PRICE CHANGES MUST BE APPROVED BY THE COUNTY OF LOS ANGELES PURCHASING AGENT PRIOR TO FORWARDING ANY PRICE CHANGES TO THE DEPARTMENTS. FAILURE TO SUBMIT PRICE CHANGES AND OBTAIN APPROVAL FROM THE PURCHASING AGENT WILL RESULT IN USING THE PRICE ON THE LAST APPROVED PRICE LIST.</p> <p>18. BIDDER MUST BE AUTHORIZED PARTNER/RESELLER FOR PRODUCTS OFFERED. BIDDER MUST PROVIDE A CURRENT LETTER OF CERTIFICATION FROM THE MANUFACTURE, DISTRIBUTOR OR LINE CARD TO WARRANT TO THE COUNTY THAT IS OWNS OR HAS LEGAL RIGHTS TO OFFER THE PRODUCTS/SERVICES REQUESTED.</p> <p>FURNISH ONE COPY OF MANUFACTURER'S CURRENT PRICE LIST OR CATALOGS COVERING EACH ITEM ON WHICH YOU ARE QUOTING. BIDS WHICH ARE NOT ACCOMPANIED BY MANUFACTURER'S CURRENT PRICE LIST OR CATALOGS WILL NOT BE CONSIDERED. (ON CD IN PDF FORMAT)</p> <p>19. ALTERNATE OFFERS</p> <p>BIDDERS OFFERING ALTERNATE BRANDS MUST FURNISH WITH THEIR BID A CROSS-INDEX LISTING SHOWING THE SPECIFIED BRAND ITEM NUMBERS AND THEIR EQUIVALENT ALTERNATE ITEM NUMBERS. FAILURE TO DO SO WILL BE CAUSE FOR REJECTION OF SAID OFFER.</p> <p>20. EQUIPMENT OFFERED MUST BE NEW UNUSED CURRENT MODELS COVERED BY THE ORIGINAL EQUIPMENT MANUFACTUR WARRANTY.</p> <p>21. YOUR OFFER ON THIS INQUIRY IS TO BE ON THE BASIS THAT ALL ITEMS ARE GUARANTEED EQUAL IN QUALITY AND PATTERN TO THOSE SPECIFIED AND THAT ANY ITEM PURCHASED AS EQUIVALENT AND NOT ACCEPTABLE TO USING DEPARTMENT MAY BE RETURNED FOR FULL CREDIT.</p> <p>22. RIGHT IS RESERVED TO TEST FOR LATER CONSIDERATION BRANDS ON WHICH WE HAVE NO RECORD. THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL ANY AGREEMENT OR PORTION OF AGREEMENT FORMULATED ON EXISTING</p>		

ACCEPTABLE BRANDS WHEN ALTERNATE BRANDS OFFERED AT LOWER PRICES HAVE BEEN TESTED AND ACCEPTED AND EITHER PURCHASE THE ACCEPTABLE ALTERNATE BRAND OR REBID.

23. PRE-PRINTED TERMS AND CONDITIONS/BIDDERS CONTRACT DOCUMENTS BIDDERS PRE-PRINTED TERMS AND CONDITIONS OR RESTRICTIONS COMMONLY APPEARING ON THE REVERSE SIDE OF LETTERS SUBMITTED WITH THE BID AND/OR BIDDERS SPECIFICATIONS MATERIAL AND CONTRACT DOCUMENTS WILL BE DISREGARDED IN THE ABSENCE OF A POSITIVE WRITTEN STATEMENT FROM BIDDER THAT ALL OR A PARTICULAR PORTION OF SUCH WRITINGS ARE IN ADDITION TO OR SUPERSEDE THE COUNTY TERMS AND CONDITIONS.

24. ORDERING

STATE CONTACT FOR:

- TECHNICAL ASSISTANCE:

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

EMAIL: \_\_\_\_\_

TELEPHONE: (\_\_\_\_) \_\_\_\_\_

- PLACING ORDERS:

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

EMAIL: \_\_\_\_\_

TELEPHONE: (\_\_\_\_) \_\_\_\_\_

FAX NUMBER: (\_\_\_\_) \_\_\_\_\_

DELIVERY:

- STATE NORMAL DELIVERY DAYS FOR IN STOCK ITEMS AFTER RECEIPT OF

ORDER: \_\_\_\_\_

- STATE DELIVERY DAYS FOR NON-STOCK ITEMS AFTER RECEIPT OF

ORDER: \_\_\_\_\_

CASH DISCOUNT: \_\_\_\_\_% \_\_\_\_\_ DAYS

EMERGENCY ORDERS

CAN EMERGENCY ORDERS FOR INSTOCK ITEMS BE PROCESSED, FILLED, AND DELIVERED TO THE REQUESTING COUNTY DEPARTMENT WITHIN 24 HOURS AFTER RECEIPT OF ORDER?

YES \_\_\_\_\_ NO \_\_\_\_\_

ARE REQUIREMENTS LISTED HEREIN AVAILABLE LOCALLY FOR SMALL QUANTITY EMERGENCY PURCHASE?

YES \_\_\_\_\_ NO \_\_\_\_\_

IF YES, STATE THE ADDRESS WHERE EMERGENCY PICKUPS CAN BE MADE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SPECIAL TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 29

SHOW YOUR FIRM'S NAME, MAILING ADDRESS AND LOCAL TELEPHONE NUMBER FOR INDIVIDUAL PURCHASE ORDER:

MAIL PURCHASE ORDER TO:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_  
(TOLL FREE NUMBER PREFERRED)

25. RESERVATION: THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO BID INDIVIDUAL LARGE REQUIREMENTS WHEN DEEMED IN THE BEST INTERESTS OF THE COUNTY.

26. UTILIZATION RECAPITULATION REPORT:

REQUIRED QUARTERLY USAGE REPORT: FOR ANY AGREEMENT FORMULATED AS A RESULT OF THIS REQUEST FOR PROPOSAL, VENDOR SHALL FURNISH THE COUNTY OF LOS ANGELES WITH A LIST SHOWING THE AMOUNT OF EACH ITEM DELIVERED. THIS LIST SHALL BE BY INDIVIDUAL ITEM AND SHALL SHOW THE TOTAL DELIVERED TO COUNTY OF LOS ANGELES DURING THE PRIOR YEAR OR PORTION THEREOF. IN ADDITION, A TOTAL DOLLAR VALUE SOLD TO ALL PARTICIPATING AGENCIES DURING THE SAME PERIOD SHALL BE FURNISHED.

UTILIZATION CAPITULATION REPORT FOR "GREEN" PRODUCTS:  
FOR ALL GREEN PRODUCTS, A SEPARATE CONSUMPTION REPORT SHALL BE FURNISHED TO THE COUNTY OF LOS ANGELES ON A QUARTERLY AND/OR AS-NEEDED BASIS. THE REPORT MUST INCLUDE ALL GREEN ITEMS PURCHASED BY COUNTY USER DEPARTMENT, PRODUCT DESCRIPTION, QUANTITY, AND COST.

27. RETURN OF GOODS RECEIVED:

IN BIDDING, YOU AGREE TO ACCEPT FOR CREDIT ANY MERCHANDISE RETURNED IN GOOD CONDITION WITHIN FIVE DAYS AFTER RECEIPT OF GOODS WITHOUT ANY HANDLING CHARGES; HOWEVER, NO RETURN SHALL BE MADE OF ANY MATERIAL WHICH HAS BEEN PUT INTO OPERATION OTHER THAN FOR TEST. WHEN PRODUCTS DELIVERED FAIL TO MEET SPECIFICATION, COST OF INSPECTION SHALL BE FOR ACCOUNT OF VENDOR.

28. CANCELLATION:

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL ANY AGREEMENT FORMULATED FROM THIS INQUIRY IF DELIVERY OR SERVICES PROVE UNSATISFACTORY (DEFAULT) AND MAY PROCURE THE ARTICLES OR SERVICES FROM OTHER SOURCES AND MAY DEDUCT FROM UNPAID BALANCE DUE THE VENDOR AND/OR MAY COLLECT AGAINST THE BOND OR SURETY FOR EXCESS COSTS SO PAID. THE PRICES PAID BY THE COUNTY OF LOS ANGELES SHALL BE CONSIDERED THE PREVAILING MARKET PRICE AT THE TIME SUCH PURCHASE IS MADE. THE COUNTY OF LOS ANGELES SHALL BE SOLE JUDGE AS TO SATISFACTORY PERFORMANCE.

29. STATE HERE THE MANUFACTURER'S WARRANTY ON PARTS.....

30. EACH EQUIPMENT ITEM AND RELATED WARRANTY SERVICE WILL BE AWARDED ON A LOT TOTAL BASIS.

31. CAL/OSHA - STATEMENT OF COMPLIANCE  
THE ITEMS SHOWN HEREIN MUST MEET ALL APPLICABLE LOCAL, STATE AND FEDERAL STATUTES, REGULATIONS, CODES, ETC., INCLUDING BUT NOT LIMITED TO CAL/OSHA REQUIREMENTS AS SET FORTH IN THE CALIFORNIA ADMINISTRATIVE CODE, TITLE 8, CHAPTER 4. SUBMISSION OF A BID CONSTITUTES THE REPRESENTATION OF THE VENDOR THAT ALL ITEMS MEET OR EXCEED ALL SUCH APPLICABLE LAWS, STATUTES, CODES, ETC., AND THAT THE DETERMINATION THAT ANY ITEM DOES NOT DO SO SHALL BE GROUNDS, AT THE OPTION OF THE PURCHASING AGENT, TO TERMINATE OR RESCIND THE AGREEMENT, PURCHASE OR LEASE, AND ENTITLE THE COUNTY TO ANY DAMAGES SUFFERED BY REASON THEREOF.  
THE USE OF BRAND NAMES IN THIS INVITATION FOR BID IS FOR VENDOR

SPECIAL TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 30
<p>INFORMATION ONLY AND DOES NOT SIGNIFY COMPLIANCE WITH THE ABOVE CODES AND REGULATIONS.</p> <p>32. NOTE: SPECIAL NOTICE FOR MATERIALS AND EQUIPMENT THE COUNTY CODE TITLE 27 AND COUNTY ORDINANCE NO. 4388 REQUIRES THAT MATERIALS AND EQUIPMENT USED IN COUNTY FACILITIES BE APPROVED BY UNDERWRITERS LABORATORIES, INC. (UL), LOS ANGELES CITY TESTING LABORATORY, FACTORY MUTUAL CORPORATION, ETL TESTING LABORATORIES, INC., OR CANADIAN STANDARD ASSOCIATION (CSA). CSA APPROVAL IS NOT APPLICABLE TO ALL FACILITIES.</p> <p>33. UNLESS OTHERWISE DEFINITELY SPECIFIED, PRICES BID SHALL NOT INCLUDE SALES, OR USE TAXES. BIDDER SHALL PROVIDE EITHER THE SERIAL NUMBER OR ITS RETAILER'S PERMIT TO ENGAGE IN BUSINESS AS A SELLER (IF A CA COMPANY) OR ITS RETAILER'S CERTIFICATE OF REGISTRATION - USE TAX (IF NOT CA COMPANY). WITHOUT ONE OF THESE NUMBERS, COUNTY WILL NOT PAY SALES/USE TAX DIRECT TO ANY VENDOR.</p> <p>34. ALL CHARGES, E.G., TRANSPORTATION, PACKING, INSTALLATION, MUST BE INCLUDED IN THE BID. NO CHARGES WILL BE ALLOWED UNLESS SPECIFIED IN THE BID.</p> <p>35. PRIOR TO BID AWARD, COUNTY RESERVES THE RIGHT TO REQUEST CLARIFICATION ON ANY BID.</p> <p>36. TIME IS OF THE ESSENCE: IF ANY ANTICIPATED OF ACTUAL DELAYS ARISE, VENDOR SHALL IMMEDIATELY SO NOTIFY COUNTY, REGARDLESS OF NOTICE IF DELIVERIES ARE NOT MADE AT THE TIME AGREED UPON. COUNTY MAY, AT ITS SOLE DISCRETION, TERMINATE THIS PURCHASE ORDER AND PROCEED PURSUANT TO PARAGRAPH ON DEFAULT.</p> <p>37. NONEXCLUSIVITY: NOTHING HEREIN IS INTENDED NOR SHALL IT BE CONSTRUED AS CREATING ANY EXCLUSIVE ARRANGEMENT WITH VENDOR.</p> <p>38. AUTHORIZATION WARRANTY CONTRACTOR REPRESENTS AND WARRANTS THAT THE PERSON EXECUTING THIS AGREEMENT FOR CONTRACTOR IS AN AUTHORIZED AGENT WHO HAS ACTUAL AUTHORITY TO BIND CONTRACTOR TO EACH AND EVERY TERM, CONDITION AND OBLIGATION OF THIS AGREEMENT AND THAT ALL REQUIREMENTS OF CONTRACTOR HAVE BEEN FULFILLED TO PROVIDE SUCH ACTUAL AUTHORITY.</p> <p>39. ANY AGREEMENT OR CONTRACT AWARDED UNDER THIS BID WILL HAVE TO COMPLY WITH THE COUNTY'S QUALITY ASSURANCE PLAN AS FOLLOWS: THE COUNTY OR ITS AGENT WILL EVALUATE CONTRACTOR'S PERFORMANCE UNDER THIS AGREEMENT ON NOT LESS THAN AN ANNUAL BASIS. SUCH EVALUATION WILL INCLUDE ASSESSING CONTRACTOR'S COMPLIANCE WITH ALL CONTRACT TERMS AND PERFORMANCE STANDARDS. CONTRACTOR DEFICIENCIES WHICH COUNTY DETERMINES ARE SEVERE OR CONTINUING AND THAT MAY PLACE PERFORMANCE OF THE AGREEMENT IN JEOPARDY IF NOT CORRECTED WILL BE REPORTED TO THE BOARD OF SUPERVISORS. THE REPORT WILL INCLUDE IMPROVEMENT/CORRECTIVE ACTION MEASURES TAKEN BY THE COUNTY AND CONTRACTOR. IF IMPROVEMENT DOES NOT OCCUR CONSISTENT WITH THE CORRECTIVE ACTION MEASURES, COUNTY MAY TERMINATE THIS AGREEMENT OR IMPOSE OTHER PENALTIES AS SPECIFIED IN THIS AGREEMENT.</p> <p>40. TERMINATION FOR CONVENIENCE: ANY AGREEMENT MAY BE TERMINATED, WHEN SUCH ACTION IS DEEMED BY COUNTY TO BE IN ITS BEST INTEREST. TERMINATION SHALL BE EFFECTED BY DELIVERY TO VENDOR OF A NOTICE OF TERMINATION SPECIFYING THE EXTENT TO WHICH PERFORMANCE OF AGREEMENT IS TERMINATED AND THE DATE UPON WHICH SUCH TERMINATION BECOMES EFFECTIVE, WHICH SHALL BE NO LESS THAN TEN (10) DAYS AFTER THE NOTICE IS SENT.</p> <p>AFTER RECEIPT OF A NOTICE OF TERMINATION, VENDOR SHALL SUBMIT ITS TERMINATION CLAIM AND INVOICE TO COUNTY, IN THE FORM AND WITH ANY CERTIFICATIONS AS MAY BE PRESCRIBED BY COUNTY. SUCH CLAIM AND INVOICE SHALL BE SUBMITTED PROMPTLY, BUT NOT LATER THAN THREE MONTHS FROM THE EFFECTIVE DATE OF TERMINATION. UPON FAILURE OF VENDOR TO SUBMIT ITS TERMINATION CLAIM AND INVOICE WITHIN THE TIME ALLOWED, COUNTY MAY DETERMINE ON THE BASIS OF INFORMATION AVAILABLE TO COUNTY, THE AMOUNT, IF ANY, DUE TO VENDOR IN RESPECT TO THE TERMINATION, AND SUCH DETERMINATION SHALL BE FINAL. WHEN SUCH DETERMINATION IS MADE, COUNTY</p>		

SPECIAL TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
----------------------------	---	--

COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 31
----------------	-------------------------------	------------

SHALL PAY VENDOR THE AMOUNT SO DETERMINED.

VENDOR SHALL HONOR PURCHASE ORDERS ACCEPTED ON OR BEFORE THE EFFECTIVE DATE OF TERMINATION.

TERMINATION FOR FAILURE TO OPERATE IN ORDINARY COURSE:  
VENDOR'S STABILITY WAS AND/IS A PRIMARY BASIS FOR ENTERING INTO AND CONTINUING WITH AGREEMENT, THEREFORE, COUNTY MAY TERMINATE ANY AGREEMENT BY THIRTY (30) DAYS WRITTEN NOTICE SHOULD VENDOR FAIL TO CONTINUE TO DO BUSINESS IN THE ORDINARY COURSE.

TERMINATION FOR GRATUITIES:  
COUNTY MAY, BY WRITTEN NOTICE TO VENDOR, TERMINATE THE RIGHT OF VENDOR TO PROCEED UNDER ANY AGREEMENT UPON TEN (10) DAYS WRITTEN NOTICE, IF IT IS FOUND THAT GRATUITIES IN THE FORM OF ENTERTAINMENT, GIFTS, OR OTHERWISE WERE OFFERED OR GIVEN BY, OR ANY AGENT OR REPRESENTATIVE OF VENDOR, TO ANY OFFICER OR EMPLOYEE OF COUNTY WITH A VIEW TOWARD SECURING A CONTRACT OR SECURING FAVORABLE TREATMENT WITH RESPECT TO THE AWARD OF AMENDING, OR THE MAKING OF ANY DETERMINATIONS WITH RESPECT TO THE PERFORMING, OF SUCH CONTRACT. IN THE EVENT OF SUCH TERMINATION, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OF DEFAULT BY VENDOR.

41. ELECTRONIC PRICING

IF A CONTRACT IS AWARDED TO YOU AS A RESULT OF THIS SOLICITATION, WE WILL REQUEST THAT YOU PROVIDE YOUR PRICING IN AN ELECTRONIC, WEB BASED FORMAT OR AN ELECTRONIC COPY OF PRICING IN A SPREADSHEET SUCH AS MICROSOFT EXCEL FORMAT. THIS INFORMATION WILL BE POSTED ON THE LOS ANGELES COUNTY INTRANET TO BE ACCESSED EXCLUSIVELY BY LOS ANGELES COUNTY PROCUREMENT EMPLOYEES.

THE PREFERRED METHOD WILL BE THAT THE LOS ANGELES COUNTY CONTRACT PRICING WILL BE HOSTED ON THE SUPPLIER WEBSITE, WHICH CAN BE ACCESSED VIA A LINK ON THE LOS ANGELES COUNTY INTRANET WEBSITE. THE OTHER OPTION WILL BE FOR THE VENDOR TO SUBMIT AN ELECTRONIC COPY OF THE PRICING TO BE POSTED ON THE LOS ANGELES COUNTY INTRANET WEBSITE.

CAN YOU MEET THE ABOVE REQUIREMENT SATED ABOVE? YES\_\_\_\_\_ NO\_\_\_\_\_

42. COUNTY OF LOS ANGELES GREEN INITIATIVE

NOTICE TO BIDDER: IN LINE WITH THE COUNTY POLICY FOR THE PROCUREMENT OF ENERGY-EFFICIENT EQUIPMENT AND PRODUCTS, PREFERENCE WILL BE GIVEN TO THOSE PRODUCTS THAT MEET THE FEDERAL ENERGY MANAGEMENT PROGRAM (FEMP) STANDARDS OR POSSESS AN ENERGY STAR? LABEL.

VENDOR WILL USE PACKAGING MATERIALS THAT ARE RECYCLABLE AND/OR REUSABLE. VENDOR WILL NOT USE ENVIRONMENTALLY HARMFUL MATERIAL, SUCH AS STYROFOAM, IN THE PACKAGING OF PRODUCTS DELIVERED FOR USE BY THE COUNTY OF LOS ANGELES.

43. GREEN PRODUCTS DEFINED

ON JANUARY 16, 2007, THE LOS ANGELES BOARD OF SUPERVISORS ADOPTED A COUNTYWIDE POLICY INSTRUCTING THAT ALL COUNTY DEPARTMENTS TO IMPLEMENT THE COUNTY'S ENERGY AND ENVIRONMENTAL PROGRAMS FOR ENERGY CONSERVATION AND ENVIRONMENTAL STEWARDSHIP (SEE BOARD OF SUPERVISORS POLICY NO. 3.045, ENERGY AND ENVIRONMENTAL POLICY). TO IMPLEMENT THE COUNTY'S ?GREEN? INITIATIVES, COUNTY DEPARTMENTS ARE TASKED TO:

- INSTITUTE PRACTICES THAT REDUCE WASTE BY INCREASING PRODUCT EFFICIENCY AND EFFECTIVENESS;
- PURCHASE PRODUCTS THAT MINIMIZE ENVIRONMENTAL IMPACTS, TOXICS, POLLUTION, AND HAZARDS TO WORKER AND COMMUNITY SAFETY TO THE GREATEST EXTENT PRACTICABLE, AND TO
- PURCHASE PRODUCTS THAT INCLUDE RECYCLED CONTENT, ARE DURABLE AND LONG-LASTING, CONSERVE ENERGY AND WATER, USE AGRICULTURAL FIBERS AND RESIDUES, REDUCE GREENHOUSE GAS EMISSIONS, USE UNBLEACHED OR CHLORINE FREE MANUFACTURING PROCESSES, AND USE WOOD FROM SUSTAINABLE HARVESTED FORESTS.

TO MEET THE BOARD'S POLICY OBJECTIVES, THE COUNTY HAS ADOPTED PROCEDURES FOR THE PROCUREMENT OF ENVIRONMENTALLY PREFERABLE (OR ?GREEN)? AND ENERGY EFFICIENT PRODUCTS AND SERVICES.

IN ESTABLISHING COUNTYWIDE COMMODITY AGREEMENTS, THE COUNTY'S PURCHASING AGENT WILL SPECIFY THE REQUIREMENT FOR ENVIRONMENTALLY PREFERABLE PRODUCTS WHERE APPLICABLE, AND WILL EVALUATE PRODUCT

SPECIAL TERMS & CONDITIONS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
----------------------------	---	--

COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 32
----------------	-------------------------------	------------

ALTERNATIVES WHERE APPROPRIATE. THIS EVALUATION WOULD INCLUDE: CONSIDERATION OF TOTAL COSTS EXPECTED DURING THE TIME A PRODUCT IS OWNED, INCLUDING, BUT NOT LIMITED TO, ACQUISITION, EXTENDED WARRANTIES, OPERATION, SUPPLIES, MAINTENANCE, DISPOSAL COSTS AND EXPECTED LIFETIME OF A PRODUCT(S) AS COMPARED TO OTHER ALTERNATIVES.

IN THE EVALUATION AND/OR AWARD PROCESS:

- PRODUCTS THAT ARE DURABLE, LONG LASTING, REUSABLE OR REFILLABLE WILL BE PREFERRED WHENEVER FEASIBLE.

- WHEREVER POSSIBLE, SUPPLIERS OF ELECTRONIC EQUIPMENT, INCLUDING BUT NOT LIMITED TO COMPUTERS, MONITORS, PRINTERS, AND COPIERS, SHALL BE REQUESTED TO TAKE BACK EQUIPMENT FOR REUSE OR ENVIRONMENTALLY SAFE RECYCLING WHEN THE COUNTY DISCARDS OR REPLACES SUCH EQUIPMENT; AND

- ALL SUPPLIERS SHALL BE REQUIRED, WHERE APPLICABLE, TO USE AND RECYCLE PACKAGING MATERIAL USED FOR PRODUCT DELIVERY.

ENERGY AND WATER CONSERVING EQUIPMENT

WHERE APPLICABLE, ENERGY-EFFICIENT EQUIPMENT SHALL BE PURCHASED WITH THE MOST UP-TO-DATE ENERGY EFFICIENCY FUNCTIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, HIGH EFFICIENCY SPACE HEATING SYSTEMS AND HIGH EFFICIENCY SPACE COOLING EQUIPMENT.

WHEN PRACTICABLE, THE COUNTY SHALL REPLACE INEFFICIENT LIGHTING WITH ENERGY EFFICIENT EQUIPMENT.

ENERGY STAR:

ENERGY STAR IS A LABELING PROGRAM DERIVED FROM A PARTNERSHIP BETWEEN THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) AND THE U.S. DEPARTMENT OF ENERGY (DOE). ALL PRODUCTS DISPLAYING THE ENERGY STAR LABEL MEET FEDERAL ENERGY MANAGEMENT PROGRAM (FEMP) STANDARDS. TYPICALLY, THIS MEANS THAT LABELED PRODUCTS ARE IN THE TOP 25 PERCENT OF ALL SIMILAR PRODUCTS WHEN RANKED BY ENERGY EFFICIENCY, AND USE 25 TO 50 PERCENT LESS ENERGY THAN THEIR TRADITIONAL COUNTERPARTS.

SOLICITATION FOR EQUIPMENT OR PRODUCTS

WHEREVER PRACTICABLE, WHEN EQUIPMENT OR PRODUCT PURCHASES WHERE FEMP RECOMMENDED STANDARDS OR ENERGY STAR LABELED PRODUCTS ARE AVAILABLE, COUNTY DEPARTMENTS AND AGENCIES ARE EXPECTED TO INCLUDE AN ENERGY-EFFICIENCY REQUIREMENT COMPONENT TO THEIR SOLICITATION TO PURCHASE THOSE PRODUCTS THAT MEET THE RECOMMENDED STANDARDS. EXAMPLES OF THESE PRODUCTS INCLUDE COMPUTERS, MONITORS, PRINTERS, PHOTOCOPIERS AND FACSIMILE MACHINES.

PUBLISHING REQUIREMENTS FOR GREEN PRODUCTS:

IF VENDOR HAS ITS OWN WEBSITE OR CATALOG, A SEPARATE SECTION OF THE WEBSITE/CATALOG MUST BE CREATED TO SHOWCASE THE AVAILABLE GREEN PRODUCTS.

DO YOU HAVE A WEBSITE? YES \_\_\_\_\_ NO \_\_\_\_\_

DO YOU HAVE A CATALOG? YES \_\_\_\_\_ NO \_\_\_\_\_

CAN YOU MEET THE PUBLISHING REQUIREMENTS ABOVE? YES \_\_\_\_\_ NO \_\_\_\_\_

PROCUREMENT RATED AS COMPLEX

SCHEDULED EVENTS	REQUEST FOR PROPOSAL SO NO : RFP-IS-1057-1	
COMPANY NAME :	BID DUE: 09/01/09 12:00:00 PM	PAGE 33

SCHEDULED EVENT NO : 1

EVENT DATE : 08/10/09 : MANDATORY BIDDERS CONFERENCE (SEE PAGE 25 FOR DETAILS)

PRICE SHEET		REQUEST FOR PROPOSAL			
		SO NO : RFP-IS-1057-1			
COMPANY NAME :		BID DUE: 09/01/09 12:00:00 PM			PAGE 34
LINE NO.	COMMODITY / SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXT. AMOUNT
1	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICAITONS SUPPLIES - PRICING BASED ON DISCOUNT OFF MANUFACTURER'S PRICE LIST  *****DO NOT SUBMIT YOUR PRICING HERE*****  DOCUMENTS TO BE INCLUDED WITH THIS SOLICITATION PACKAGE:  STATEMENT OF WORK EXHIBIT 1 - PRICING EVALUATION SHEET EXHIBIT 2 - VENDOR REFERENCE FORM EXHIBIT 3 - U.S. COMMUNITIES (NATIONAL PROGRAM) REQUIREMENTS (OPTIONAL) EXHIBIT 4 - U.S. COMMUNITIES ADMINISTRATION AGREEMENT (OPTIONAL) ATTACHMENT A AND A-1 (SAMPLE) - PERCENTAGE DISCOUNT OFF PRICE LIST	1.00	EA		

## STATEMENT OF WORK

***Unless otherwise specified, vendor shall respond to questions in right hand column. Failure to follow these instructions may result in disqualification. If for any reason you cannot fulfill a specific requirement, indicate "No Bid". Vendors failing to return this Statement of Work shall be disqualified.***

Vendor must respond to each of the following questions:

State the number of telecommunication supplies manufactures you represent?	
Provide a listing of these manufactures with your discount off price list along with your bid.	Use separate sheet and identify it as Attachment A (Excel Format on CD)
State the location of your warehouse(s) located in Los Angeles County. If none, state location of the nearest warehouse.	
State dollar value of your average inventory of telecommunication supplies in the above listed warehouse(s).	
What is your guaranteed average fill rate? <i>(Minimum of 96% is required)</i>	
Do you offer 'punch-out' capabilities to review County pricing via the intranet?	
Do you have will call counters available for immediate order pick-up? State the location(s) and hours.	
Can you make deliveries to various locations/jobsites within Los Angeles County? <i>(Mandatory Requirement)</i>	
Do you have same day deliveries available?  - What is the cutoff time for same day delivery?	
Do you have next day delivery?  - What is the cutoff time for next day delivery?  <i>(Mandatory Requirement – Bidder may be rejected if earlier than 1:00 pm)</i>	

Provide the name(s) and telephone number(s) for customer service (order taking personnel).	
Provide the name(s) and telephone number(s) for technical assistance.	
Are backorders automatically filled or cancelled? How do you handle backorders? (example, notify customer, provided alternate product for sooner delivery, provide approximate delivery, and follow-up.)	
Can you provide products during the weekend, holiday, or after normal business hours?  If there is an extra charge, please state it.	
Can you provide individualized or consolidated (custom) billing?	
Can you provide customer usage reports as requested by the County?	
Are you interested in US Communities Program?*	
State any value added service you are able to provide at no additional cost to Los Angeles County. (i.e. specify EDI, telephone, fax, and internet ordering capacity)	Use separate sheet and identify it as Attachment B
Proposers must have been in business for at least five (5) years. Proposers shall submit financial statements for the last eight (8) quarters. ( <i>July 1, 2007 through June 30, 2009</i> )	Use separate sheet and identify it as Attachment C
<p>Evaluation Criteria</p> <ul style="list-style-type: none"> <li>• Cost (Based on Exhibit 1) 35%</li> <li>• Responses to Statement of Work 35%</li> <li>• References 20%</li> <li>• Financial Stability 10%</li> </ul>	

\* If you respond yes to this question, you must also include a separate response to U.S. Communities National Program Requirements (Exhibit 3) along with this solicitation response.

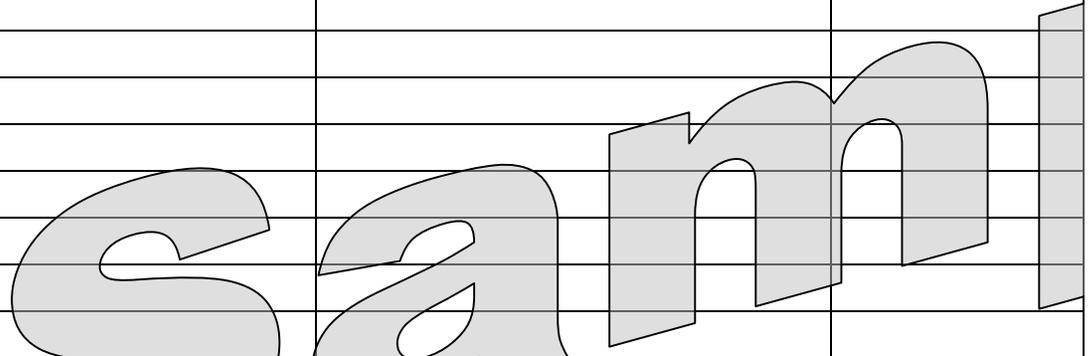
VENDOR: \_\_\_\_\_

Percentage Discount Off Price List  
Telecommunication Supplies

Attachment A

THIS LIST INCLUDES, BUT IS NOT LIMITED TO, THE FOLLOWING LIST OF MANUFACTURES.  
(ADDITIONAL TELECOMMUNICATION MANUFACTURES MAY BE ADDED.)

	Manufacturer Name	Product Line	Price List	% Discount Offered to County
1	3 Com			
2	3M Telecommunications			
3	ADC Telecommunicaitons			
4	Adirondak Wire & Cable			
5	Agilent Technologies			
6	Aiphone			
7	Allen-Tel			
8	Allied Telesis / Allied Telsyn			
9	Alpha Technologies			
10	Alpha Wire			
11	Altigen Communications			
12	American Polywater			
13	American Power Conversion			
14	Amp			
15	Arrow Magnolia			
16	AT&T			
17	Avaya Communications			
18	B & K Precision			
19	Belden Wire & Cable			
20	Berk-tek Wire & Cable			
21	B-Line Telecom			
22	Bogen			
23	Cablofil Inc.			



VENDOR: \_\_\_\_\_

Percentage Discount Off Price List  
Telecommunication Supplies

Attachment A

	Manufacturer Name	Product Line	Price List	% Discount Offered to County
24	Chatsworth			
25	Coil Sales			
26	Comdial			
27	Command Communications			
28	Commscope			
29	Corning			
30	Cortelco			
31	Crain Enterprises			
32	Diamond Communicaitons			
33	D-Link			
34	Dukane Corporation			
35	Easy Sync Ltd			
36	Essex Wire & Cable			
37	Fiber Optic, Inc.			
38	Fibertron			
39	Finishadapt, LLC.			
40	Fluke			
41	Franklin Instrument			
42	Gaitronics			
43	General Cable			
44	General Machine Products			
45	GN Jabra / GN Netcom			
46	Hammond Manufacturing			
47	Harris Dracon			
48	Hubbell			

VENDOR: \_\_\_\_\_

Percentage Discount Off Price List  
Telecommunication Supplies

Attachment A

	Manufacturer Name	Product Line	Price List	% Discount Offered to County
49	Interalia Communicaitons			
50	ITW Linx			
51	Jackmoon USA, Inc.			
52	Krylon			
53	Leviton Telcom			
54	Lucent Technologies			
55	Lynn Electronics			
56	Mag Instrument			
57	Meltric			
58	Microtest			
59	Minnesota Mining			
60	Mohawk Wire & Cable			
61	Momaco			
62	Multi-Link			
63	Nitsuko America			
64	Nordx Wire & Cable			
65	Oneac			
66	Optical Cable Corporation			
67	Ortronics			
68	Panamax			
69	Panasonic			
70	Panduit			
71	Performed Line Products			
72	Plantronics			
73	Platt Luggage			

Sammi

VENDOR: \_\_\_\_\_

Percentage Discount Off Price List  
Telecommunication Supplies

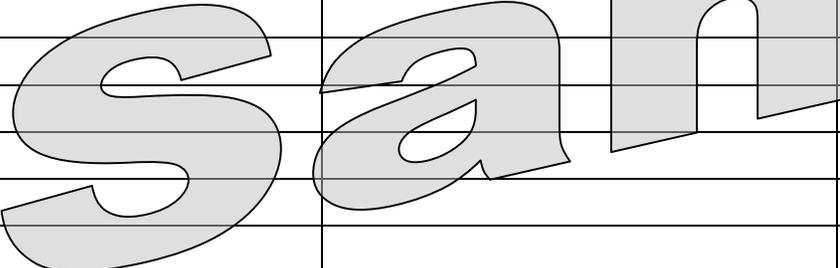
Attachment A

	Manufacturer Name	Product Line	Price List	% Discount Offered to County
74	Polycom			
75	Porcelain Products Company			
76	Pyramid Industries			
77	Rad Data Comm			
78	Raychem			
79	MacLean Power Systems / Reliable Power Products			
80	Sensor Switch			
81	Siecor			
82	Siemon			
83	SL Waber			
84	Strand USA			
85	Surge Suppression			
86	Suttle			
87	Systimax			
88	Tech Data			
89	Tech Spray			
90	Telcor			
91	Telebyte			
92	Telect			
93	Teledyne			
94	Telehorn			
95	Telematric			
96	Temp Research			
97	Tone Commander			
98	Trans World Products			

VENDOR: \_\_\_\_\_

Percentage Discount Off Price List  
Telecommunication Supplies

Attachment A

	Manufacturer Name	Product Line	Price List	% Discount Offered to County
99	Triplett			
100	TT Sys.			
101	Ultratech			
102	Uruseal			
103	Valcom			
104	Vari-tronics			
105	Viking			
106	Vodavi			
107	Vtech Comm.			
108	Wavetech			
109	Westell			
110	Wouthwest Data			
111	XCI Corp.			

	Manufacturer Name	Product Line	Price List	% Discount Offered
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

ATTACHMENT B  
VENDOR VALUE ADDED SERVICE  
RFP-IS-1057

LEFT BLANK INTENTIONALLY

ATTACHMENT C  
VENDOR FINANCIAL STABILITY  
RFP-IS-1057

LEFT BLANK INTENTIONALLY

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

Pricing Evaluation Sheet

Exhibit #1

	Manufacturer			Price List			Discounted (Net) Price
	Name	Part#	Description	Catalog	Page #	Unit Cost	
1	3M TELCOM	2178-LS	SPLICE CLOSURE 168 FIBER				
2	Aiphone	APHPAAA A0	B W VIDEO ENTRY SET				
3	ALCOA FUJI	OLS4-SC	SC LIGHT SOURCE				
4	Allen Tel	ALTPAAA A8	CAT.5E JACK 8P8C BLUE				
5	Allen Tel	ALTPAAR R2	SC/SC DPLX FBR PC M/M 15M				
6	Allen Tel	ALTPAAD 1D	FULL MOD LN CORD 25FT 4C				
7	Allen Tel	ALTPAAM M4	ARMORED HANDSET CORD				
8	Allen Tel	ALTPAAH H4	25PAIR TELCO MF 25FT				
9	Allen Tel	ALTPAAJ J1	W.P.HOUSING RED EMERG				
10	Allen Tel	ALTPAAC C7	CAT 5E VIP 7FT BLU				
11	Allen Tel	ALTPAAR R1	SC TO SC DPLX M/MODE 3MTR				
12	AMER PWR	SUA2200	2200VA/1980W UPS & SERIAL 120V				
13	AMER PWR	SC1500	SMART UPS SC 1440VA/865W				
14	AMER PWR	SU700X93	APC SMART-UPS, 450 WATTS / 700				
15	AMER PWR	SUA3000RM2U	3000VA/2700W SMART-UPS RACKMNT				
16	AMER PWR	RBC12	APC BATTERY REPLACEMENT KIT				
17	AMER PWR	RBC25	REPLACMNT BATTERY CARTRIDG #25				
18	AMER PWR	AP7941	RACK PDU, SWITCHED, ZERO U				
19	AMER PWR	RBC11	APC BATTERY REPLACEMENT KIT				
20	AMER PWR	RBC24	APC BATTERY REPLACEMENT KIT				
21	AMER PWR	SUA750	750VA/500W UPS W/POWERCHUTE				

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

Pricing Evaluation Sheet

Exhibit #1

	Manufacturer			Price List			Discounted (Net) Price
	Name	Part#	Description	Catalog	Page #	Unit Cost	
22	AMER PWR	SUA1000RM2U	1000VA/670W RCKMNT SMART-UPS				
23	AMER PWR	SUA1500RM2U	SMART-UPS 1500VA RACKMOUNT				
24	ANDREW COR	LDF4-50A	1/2" SUPERFLEX 50 OHM COAX CBL				
25	APC	APCPAAA A2	BACK-UPS RS 1500VA/865W				
26	APC	APCPAAK K3	RMPDU SWITCH 208V (16)C13				
27	APC	APCPAAF F1	INFRASTRUXURE MGR. 500 NODE LICENSE				
28	APC	APCPAAA A8	SMARTUPS RT RM BATT PACK				
29	APC	APCPAAA A5	SMART-UPS RT 1500VA 120V				
30	APC	APCPAAF F3	NTWRK MGMT CARD EX				
31	APC	APCPAAA A6	120V TRANSFORMER W/UPS				
32	APC	APCPAAH H1	REPLCMNT BATTERY CARTRIDGE				
33	AXIS COMM	0198-004	211 NETWORK CAM W/BUILT IN WEB				
34	Belden	BEDPAAE E1	RG59U-P-95FT-BK-B-TC-RBED				
35	BELDEN	83656 0021000	18-6C STR TNC FEP FOIL+85%				
36	BELDEN	9366 060U1000	16-1T PLTC 19 STR TNC PVC FOIL				
37	BELDEN	9366	16-1T PLTC 19 STR TNC PVC FOIL				
38	BELDEN/CDT	1585AD151000	24-4P UTP-CMP SOL BC CAT5E				
39	BELDEN/CDT	1583A0061000	24-4P UTP-CM SOL BC CAT 5E				
40	BELDEN/CDT	1585A	24-4P UTP-CMP SOL BC CAT5E				
41	BERK-TEK	10059632	24-25P UTP-CMP SOL BC CAT5E				
42	Bogen	BOGPAAD D2	30WATT BI DIREC HORN				

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

Pricing Evaluation Sheet

Exhibit #1

	Manufacturer			Price List			Discounted (Net) Price
	Name	Part#	Description	Catalog	Page #	Unit Cost	
43	Bogen	BOGPAAC C2	12VDC 300MA PWR SUPPLY				
44	Bogen	BOGPAAA 1A	CLASSIC SERIES 60WATT AMP				
45	Bogen	BOGPAAA A2	MIXER PREAMPLIFIER				
46	BOGEN	GS60	POWER AMPLIFIER / GOLD SEAL SE				
47	BOGEN	V100	POWER VECTOR AMPLIFIER				
48	BOGEN	GS150	POWER AMPLIFIER / GOLD SEAL				
49	BOGEN	GS250	POWER AMPLIFIER / GOLD SEAL				
50	BOURNS	3936SVSR2	PROTECTOR STATION 6PR HOUSING				
51	Brady	BRAPBBA S1	MRKR SLEEVE				
52	CABLE EXCH	CEX-SCSM900-1M	SM/SC FIBER PIGTAILS 1M				
53	Chatsworth	CHTPAAO O1	BRACKET STAND OFF TIE GRY				
54	Chatsworth	CHTPAAG G3	6IND CHANNEL 7FTH BLK				
55	Chatsworth	CHTPAAF F2	UNIV RACK TA 19 X 3-0 BL				
56	Chatsworth	CHTPAAF F1	UNIV RACK TA 19X7-0 CLR				
57	Chatsworth	CHTPAAH H1	RACK EQUIP TRAY 19IN BLK				
58	Chatsworth	CHTPAAN N1	CAB CUBE IT PLEX 24X24 BK				
59	Chatsworth	CHTPAAF 1F	QDRA-RK 7X19X29 STD BLK				
60	Chatsworth	CHTPAAF F9	STD RCK 7FT+1NRW GVCS BLK				
61	Chatsworth	CHTPAAQ Q1	CAB SP/SM 19X30X84 BK				
62	Chatsworth	CHTPAAJ J1	18IN CBL RUNWAY TUBE BLK				
63	Chatsworth	CHTPAAJ J3	JUNCTION SPLICE 1 1/2 STG				

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

Pricing Evaluation Sheet

Exhibit #1

	Manufacturer			Price List			Discounted (Net) Price
	Name	Part#	Description	Catalog	Page #	Unit Cost	
64	Chatsworth	CHTPAAF F5	STANDARD 19 IN RACK CL				
65	Chatsworth	CHTPAAR R1	SERVER FRAME 19X7X29 BK				
66	Chatsworth	CHTPAAP P2	8FTX3.65IN W DOUBLE SIDE NARROW WIRE MGT				
67	Chatsworth	CHTPAAH H2	UNIV HORZ CBL MNGR 19IN 2				
68	COMPU-LINK	LCCLCCD10	2-F JUMPR 32.8FT/10MT 62.5/125				
69	CORNING-C	WCH-04P	24/48-F WALL-MT ENCLOSURE				
70	CORNING-C	95-000-99	LC CONNECTOR 62.5/125 CER PRE-				
71	CORNING-C	012ESF-T4101D20	12-F 8.3/125 LT IN/OUT RISER				
72	CORNING-C	95-000-51	ST 62.5/125 UNICAM CONNECTOR				
73	CORNING-C	048XW4-AX776D20	48-F HYBRID LT DUCT/AERIAL				
74	CORNING-C	048XWFA7634D20	48-F HYBRID INDOOR/OUTDOOR				
75	CORNING-C	95-100-01R	ST CONNECTOR 125MM CER				
76	CORNING-C	CCH-02U	24/96-F RACK-MT ENCLOSURE				
77	CORNING-C	096EWF-T4101D20	96-F 8.3/125 LT IN/OUT RISER				
78	CORNING-C	024XU4-CH746D20	24-F HYBRID LT				
79	CORNING-C	CCH-CP12-A8	6 PORT PANEL LC DUPLEX LOADED				
80	CORNING-C	CCH-CP06-91	3 PORT PANEL SC DUP MM LOADED				
81	CORNING-C	CCH-01U	12/48-F RACK-MT ENCLOSURE				
82	CORNING-C	PCH-01U	12/48-F RACK-MT ENCLOSURE 19"				
83	CORNING-C	048KWF-T4130D20	48-F 62.5/125 LT IN/OUT RISER				
84	CORNING-C	CCH-04U	72/288-F RACK-MT ENCLOSURE				

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

Pricing Evaluation Sheet

Exhibit #1

	Manufacturer			Price List			Discounted (Net) Price
	Name	Part#	Description	Catalog	Page #	Unit Cost	
85	CORNING-C	FAN-BT25-06	BUFFER TUBE FAN-OUT KIT FOR				
86	CORNING-C	048K88-61130-29	48-F 62.5/125 TB PLENUM -MIC				
87	CORNING-C	VFL-350	VISUAL FLT LOC 635NM RED W/				
88	CORNING-C	036XW4-AQ190D20	36-F HYBRID LT DUCT/AERIAL				
89	CORNING-C	CCH-CP06-59	3 PORT PANEL SC DUP SM LOADED				
90	CORNING-C	2806032-01	FUSION SPLICE PROTECTIVE				
91	CORNING-C	UCAO-05-24	SPLICE CLOSURE 24 FIBER WITH				
92	CORNING-C	072E81-T3131-24	72-F 8.3/125 TB RISER -MIC				
93	CORNING-C	SCF-6C28-01-144	SPLICE CLOSURE 144 FIBER WITH				
94	CORNING-C	CCH-CP12-A9	6 PORT PANEL LC DUPLEX LOADED				
95	CORNING-C	096XWF-TBD-D20	48SM/48MM 62.5 INDOOR/OUTDOOR				
96	CORNING-C	FAN-BT25-12	BUFFER TUBE FAN-OUT KIT FOR				
97	CORNING-C	WCH-02P	12/24-F WALL-MT ENCLOSURE				
98	CORNING-C	072XWF-XXXXXD20	36SM/36MM INDOOR/OUTDOOR				
99	CORNING-C	CCH-CP12-91	6 PORT PANEL SC DUP MM LOADED				
100	CORNING-C	024K88-33130-29	24-F 62.5/125 PLENUM -MIC				
101	CORNING-C	PCH-04U	72/288-F RACK-MT ENCLOSURE 19"				
102	CORNING-C	024EU4-T4101D20	24-F 8.3/125 LT DUCT/AERIAL				
103	CORNING-C	2806031-01	FUSION SPLICE PROTECTIVE				
104	CORNING-C	096XWF-TBDD20	48SM/48MM 62.5 INDOOR/OUTDOOR				
105	CORNING-C	012XW4-AI419D20	12-F HYBRID LT DUCT/AERIAL				

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

Pricing Evaluation Sheet

Exhibit #1

	Manufacturer			Price List			Discounted (Net) Price
	Name	Part#	Description	Catalog	Page #	Unit Cost	
106	CORNING-C	144EWF-T4101D20	144-F 8.3/125 LT IN/OUT RISER				
107	CORNING-C	096XWFA7782D20	48SM/48MM 62.5 RISER RATED GEL				
108	CORNING-C	144EU4-T4101D20	144-F 8.3/125 LT DUCT/AERIAL				
109	CORNING-C	096EU4-T4101D20	96-F 8.3/125 LT DUCT/AERIAL				
110	CORNING-C	95-101-16-SP	SC CONN 125MM CER ANAEROBIC				
111	CORNING-C	012XSF-A8074D20	12-F HYBRID LT IN/OUT RISER				
112	CORNING-C	CCH-CP12-59	6 PORT PANEL SC DUP SM LOADED				
113	CORNING-C	024XSF-A8076D20	24-F HYBRID LT IN/OUT RISER				
114	CPI	11840-724	CABINET WALLMOUNT CUBE-IT				
115	CS-SYSTEMX	CPC6642-02F050	CBL ASSY MOD 24-4PR STRANDED				
116	CS-SYSTEMX	1061	24-4P UTP-CM SOL BC				
117	DEDICATED	DS2 PD 6 750	DVR				
118	DEDICATED	JBOD 2T	STORAGE				
119	DEDICATED	JBOD 1T	JBOD 100 DAY STORAGE				
120	DEDICATED	DS2PD 16 500	16-WAY DVMR 500GB W/NETWORKING				
121	EXTREME CC	EX36MNX.8402	DAY/NIGHT CAMERA, 84 LED'S,				
122	FLUKE NET	22801009	SET TEST TS22A HNSDFR W/SPKR				
123	FLUKE NET	LINKRUNNER-KIT	LINKRUNNER NETWORK MULTIMETER				
124	FLUKE NET	CIQ-100	CABLE IQ QUALIFICATION TESTER				
125	FLUKE NET	DSP-4300	DSP-4300 TESTS UP TO 350MHZ				
126	FLUKE NET	NT-PRO	NETTOOL INLINE PRO MODEL				

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

Pricing Evaluation Sheet

Exhibit #1

	Manufacturer			Price List			Discounted (Net) Price
	Name	Part#	Description	Catalog	Page #	Unit Cost	
127	FLUKE NET	ES-LAN	ETHERSCOPE NETWORK ASSISTANT				
128	Fluke Telecom	FLUPCCK K1	INTELLITONE 200 KIT				
129	Fluke Telecom	FLUPCCF F1	BASIC FIBER TEST KIT				
130	Fluke Telecom	FLUPDDE E4	GLD ES-ES2 ENH KT+FBR OPT				
131	Fluke Telecom	FLUPCCD D2	NICD BATTERY PACK				
132	Fluke Telecom	FLUPCCO O1	FTK1000 SF PRO KIT BASIC MM VERIFICATION				
133	Fluke Telecom	FLUPCCA A3	QUICKBERT-T1				
134	Fluke Telecom	FLUPCCC C3	ETHERSCOPE LAN /WLAN				
135	Generic Communication Cable	CWCPEEA A6	04-097-31				
136	Generic Communication Cable	CWCPEEA 23	51-240-45				
137	Generic Communication Cable	CWCPMMA M2	M55700				
138	Generic Communication Cable	CWCPMMA M3	M55216				
139	Generic Communication Cable	CWCPRRA 1N	1585A D15U1000				
140	Generic Communication Cable	CWCPEEA A2	18-241-46				
141	Generic Communication Cable	CWCPTTA 63	6-219513-2				
142	Generic Communication Cable	CWCPMMA 52	M57551B				
143	Generic Communication Cable	CWCPEEA 30	02-104-03				
144	Generic Communication Cable	CWCPIIC 9I	9116 0101000				
145	Generic Communication Cable	CWCPEEB A0	09-097-92				
146	Generic Communication Cable	CWCPGGA 39	5131278E				
147	Generic Communication Cable	CWCPEEA 25	51-241-28				

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

Pricing Evaluation Sheet

Exhibit #1

	Manufacturer			Price List			Discounted (Net) Price
	Name	Part#	Description	Catalog	Page #	Unit Cost	
148	Generic Communication Cable	CWCPEEA 28	66-246-2B				
149	Generic Communication Cable	CWCPEEB E1	09-097-02				
150	Generic Communication Cable	CWCPVVT 5V	700 208 093-2071E-BL				
151	Generic Fiber Cabling	FIBPCCC 55	006KU4-T4130D20				
152	Generic Fiber Cabling	FIBPCCC 56	048KW4-T4130D20				
153	Generic Fiber Cabling	FIBPCCC 64	012ESF-T4101D20				
154	GN Netcon	GNNPAAE E1	REMOTE HANDSET LIFTER				
155	GN Netcon	GNNPAAA A6	BASE FLEX BOOM HEADSET				
156	GN Netcon	GNNPAAA A1	PROFLIV FLXBM SRFT EARHK				
157	HID GLOBAL	5352	READER PROX PRO				
158	Hubbell Telecom	HBLPBBE 6E	FIBER P-CORD MM LC-LC DUP 1M				
159	ITT	ITTPAAB B1	WALL F-M W/VOL CONTROL				
160	ITT	ITTPAAD 1D	MEDALLION CID SINGLE LINE ENHANCED				
161	LEVITON	SV161-1B1	120V, 30A, HARDWIRED PDU' S				
162	LEVITON	SV162-1C2	208V 30A HARDWIRED L6-30P				
163	Lynn Electronics	LYNPAAA D1	FUL-MOD 4C HNDST 12 BLK				
164	MGE	MGEPAAA A3	EX RT BATTERY MODULE EXB 11RT W/EPO W/ R				
165	NEPTCO	WP1250P	MULE TAPE POLYESTER 1/2"1250LB				
166	Panasonic	PASPAAD D1	CORDED W/SPKRPHONE				
167	Panasonic	PASPCCA A2	SM VANDAL PROOF COL CAM				
168	Panduit	PANPAAN N1	M-CM EX FCEPLT 2 POS				

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

Pricing Evaluation Sheet

Exhibit #1

	Manufacturer			Price List			Discounted (Net) Price
	Name	Part#	Description	Catalog	Page #	Unit Cost	
169	Panduit	PANPCCZ ZC	8 POSITION PATCH PANEL				
170	Panduit	PANPCCR 1R	2-RACK SPACE WALL BRACKET				
171	Panduit	PANPAAQ Q4	24-PT P-PNL 10/100 BASE T				
172	Panduit	PANPCTV 1V	CAT5E 24P PTCHPNL W/COUPLERS				
173	Panduit	PANPAAN N2	M-CM EX FCEPLT 6 POS				
174	Panduit	PANPCCB 1B	MINI COMM 6P6W USOC RED				
175	Panduit	PANPAAQ Q5	M-C MOD PTCH PNL 24 PRT				
176	Panduit	PANPCTU 1U	M-CM EX FCEPLT 2 POS				
177	Panduit	PANPAAT T3	JACK TRMN TOOL				
178	Panduit	PANPAAM M3	MINI-COM TX-6 PLUS MODULE				
179	Panduit	PANPAAS S3	HORIZ PANEL 3 RK GRID SPC				
180	Panduit	PANPAAQ Q7	CAT 5EPATCH CORD 7FT				
181	Panduit	PANPAAU O1	2PORT MINICOM SURFACE BOX				
182	Panduit	PANPAAS S6	HORIZONTAL WIRE MANAGER				
183	Panduit	PANPCCA 1A	MINI COM CAT 5 JACK				
184	Panduit	PANPAAM M2	MINI COM 6 WIRE JACK				
185	Panduit	PANPAAM M1	MINI COM CAT 5E JACK				
186	PANDUIT	CJ64WHY	1-PORT MOD JACK IDC 4W6P UTP				
187	PANDUIT	DP485E88TGY	48-PORT PANEL 110-MOD 8W8P				
188	PANDUIT	UTPCH3BUY	CBL ASSY MOD 24-4PR STRANDED				
189	PANDUIT	CJ588ORY	1-PORT MOD JACK IDC 8W8P UTP				

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

Pricing Evaluation Sheet

Exhibit #1

	Manufacturer			Price List			Discounted (Net) Price
	Name	Part#	Description	Catalog	Page #	Unit Cost	
190	PANDUIT	DP245E88TGy	24-PORT PANEL 110-MOD 8W8P				
191	PANDUIT	DP48584TV25Y	48-PORT PANEL TELCO-MOD				
192	PANDUIT	CJ5E88TBU	1-PORT 8W8P UTP CAT5E T568A/B				
193	PELCO	PEZPAAC C1	MONITOR COL 9IN HI RES RACK MT NTSC/PAL				
194	PELCO	PEZPAAA A1	SPECTRAIII ENV PNDNT GRY 18XDAY/NITE CLR				
195	PELCO	ICS110-CRV3A	CAMCLOSURE COLOR SYSTEM 480				
196	PELCO	ICS110-CDV39A	CAMCLOSURE SURFACE SMOKED DOME				
197	PELCO	WCS1-4	POWER SUPPLY OUTDOOR				
198	PELCO	PMCL15A	MONITOR COLOR 15" DUAL VIDEO				
199	PELCO	CM6800E-48X8	SWITCHER MINI MATRIX 48 X 8				
200	PELCO	KBD300A	CONTROL FOR MATRIX SWITCHERS				
201	PELCO	SD53TC-PG-E1	SPECTRA IIISE 7 LL OUT SY				
202	PELCO	CM6800-32X6	SWITCHER MINI MATRIX 32 X 6				
203	PELCO	SD435-F0	INTERIOR DOME CAMERA				
204	PELCO	MX4016CD	MULTIPLEXER COLOR DUPLEX				
205	PELCO	IS110-DWV9	CAMERA				
206	PELCO	SD435-PG-E1	SPECTRA IV ENVIRO DOME CAM 35X				
207	PELCO	SD53CBW-F0	SPECTRA III SE IN-CEILING				
208	PELCO	SD53CBW-PG-E1	SPECTRA III SE BW OUT SYSTEM				
209	PICO/MACOM	MPD	ATSC/8VSB-QAM DEMODULATOR				
210	PLANTRONIC	H51	SUPRA HEADSET TOP MONAURAL				

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

Pricing Evaluation Sheet

Exhibit #1

	Manufacturer			Price List			Discounted (Net) Price
	Name	Part#	Description	Catalog	Page #	Unit Cost	
211	PLANTRONIC	CS50/HL10	CS50 WIRELESS HEADSET SYSTEM				
212	Plantronics	PLTPAAA 2A	MIRAGE HDST QD NC				
213	Plantronics	PLTPAAA 3A	DUOPRO NC BEHIND THE HEAD				
214	Plantronics	PLTPAAE E2	CORDLESS HEADSET SYSTEM				
215	Plantronics	PLTPAAA 1A	SUPRA W/QD				
216	Plantronics	PLTPAAB B3	VISTA UNIVERSAL AMP				
217	Plantronics	PLTPAAC C5	WIRELESS HEADSET WITH BASE				
218	Porta Systems	POTPAAA A0	66/230V W/25 MODULES				
219	PREFORMED	8006039	CLOSURE-UG SERVICEAL FOR SERV				
220	PREFORMED	8000635	ARMADILLO STAINLESS STEEL				
221	PYRAMID IN	4404-04T	1" CORRUGATED HDPE OUTDOOR				
222	PYRAMID IN	RIS125T	1 1/4" INNERDUCT RISER ORANGE				
223	RADIO DESI	TX-70A	100/70/25 VOLT INPUT INTERFACE				
224	SENCORE	SLM1475	ATSC & SAT ANALYZER				
225	SENSORMATI	ADMNM1LCD17	17" LCD FLAT PANEL MONITOR,				
226	Siecor	SICPCCF F3	HEAT SHRNK SPLC PROT 50PK				
227	Siecor	SICPCCA 5A	SC MM GIC ANAEROBIC CONN				
228	Siecor	SICPCCD D5	W-MNTD CLST HOUS/2CCH PNL				
229	Siecor	SICPCCB 3B	BUFFER TUBE FAN OUT KIT				
230	Siecor	SICPCCA 7A	LC SENIOR UNICAM 62.5 MMF				
231	Siecor	SICPCCC C2	S-RO-48-LT-A-BK-SIC-5				

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

Pricing Evaluation Sheet

Exhibit #1

	Manufacturer			Price List			Discounted (Net) Price
	Name	Part#	Description	Catalog	Page #	Unit Cost	
232	Siecor	SICPCCA 1A	UNICAM CONNCTR INSTL KIT				
233	Siecor	SICPCCC C1	144FBR FREDM LT GEL FREE CBL RISR 50UM				
234	Siecor	SICPCCG G6	DELUXE DUAL MM AND DUAL SM OTDR KIT				
235	Siecor	SICPCCA 2A	ADHESIVE-ANAEROBIC KIT				
236	Siecor	SICPCCD D3	PNL W/6 MM DPLX SC SLVS PB INSERT				
237	SIEMON	S66M1-50	50 PAIR BLOCK 66 SPLIT PAIRS				
238	SIEMON	SIEPAAE E3	MOD JACK MULTI STA BLOCK				
239	SIEMON	SIEPAAJ J1	MODAPT 4PR 8 WIRE				
240	SIEMON	SIEPAAE E1	CONNECTING BLOCK 50PR				
241	SPECO TECH	VM-10LCD	10 INCH COLOR MONITOR LCD				
242	Systimax	MAXPAAE E1	FACEPLATE M10L-246				
243	Systimax	MAXPAAB B1	MGS400BH-262 MOD ELEC WHT				
244	Systimax	MAXPAAJ J4	GS8E BLUE 7FT				
245	Systimax	MAXPAAA A9	1100GS3-24PRT PATCH PANEL				
246	TELEMATRIX	194001	SP400 SPECTRUMPLUS TELEPHONE				
247	TELEWAVE I	ANT40D	VHF/LB OMNI ANTENNA, 2.5 DBD				
248	TRANSITION	SSDTF1011-105	T1 RJ48 TO 850NM MM ST 2KM				
249	Tripp Lite	TRPPAAC C1	6OUT SURGE 6FT CRD				
250	TYCO	ATDPAAA A8	INSTLL KT DP ACO 110 SHLW				

## Exhibit 2

### Vendor Reference Form

Proposer Name:

#### Reference Number 1

Company:

Name:

Phone:

Email:

#### Reference Number 2

Company:

Name:

Phone:

Email:

#### Reference Number 3

Company:

Name:

Phone:

Email:

#### Reference Number 4

Company:

Name:

Phone:

Email:

#### Reference Number 5

Company:

Name:

Phone:

Email:



**COMPETITIVE SOLICITATION**  
**BY COUNTY OF LOS ANGELES**  
**FOR**  
**TELECOMMUNICATION SUPPLIES AND ACCESSORIES**  
**ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES**  
**AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES**  
**GOVERNMENT PURCHASING ALLIANCE**  
**RFP-IS-1057**

## OVERVIEW

### **1. MASTER AGREEMENT**

County of Los Angeles (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of telecommunication supplies and accessories (herein “Products and Services”).

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

### **2. OBJECTIVES**

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

### **3. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES**

Telecommunication Supplies and Accessories

## U.S. COMMUNITIES

### 4. U.S. COMMUNITIES

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

#### **National Sponsors**

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

#### **Advisory Board**

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

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

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

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

## **Participating Public Agencies**

Today more than 37,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.4 Billion Dollars in products and services annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

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

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

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

## **Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Los Angeles County and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2009 is estimated to purchase more than \$100 Million Dollars of products and services from existing U.S. Communities contracts.

## **Marketing Support**

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

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail,

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

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

### **Multiple Awards**

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

### **Evaluation of Proposals**

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

U.S. Communities Advisory Board members will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively, meets the minimum qualifications and offers the lowest priced bid will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

## SUPPLIER QUALIFICATIONS

### 5. SUPPLIERS

#### **Commitments**

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

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

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

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

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

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

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

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

(vi) Supplier's field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier's options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier's sales representative must contact the U.S.

Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency's objection, Supplier is permitted to pursue other options.

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

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

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

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

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

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

(ii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for

that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iii) Supplier's Options in Responding to a Third Party RFP or ITB.

While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts rather than issue their own RFPs and ITBs, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the RFP or ITB.

Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

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

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

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

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

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

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

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's goods and services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public

Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

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

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

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

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

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

## U.S. Communities Administration Agreement

The Supplier is required to execute the U.S. Communities Administration Agreement (attached hereto as Exhibit 4) prior to the award of the U.S. Communities contract. The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

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

### SUPPLIER 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 the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?  
YES\_\_\_ NO\_\_\_
- C. Does Supplier have a national sales force or dealer network with the ability to call on Participating Public Agencies in all 50 U.S. states?  
YES\_\_\_ NO\_\_\_
- D. Did Supplier have sales greater than \$50 million last year?  
YES\_\_\_ NO\_\_\_
- E. Does Supplier have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?  
YES\_\_\_ NO\_\_\_
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities contract?  
YES\_\_\_ NO\_\_\_
- G. Does Supplier agree to respond to all agency referrals from U.S. Communities within 2 business days?  
YES\_\_\_ NO\_\_\_
- H. Does Supplier maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?  
YES\_\_\_ NO\_\_\_
- I. Will Supplier commit to the following program implementation schedule?  
YES\_\_\_ NO\_\_\_
- J. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?  
YES\_\_\_ NO\_\_\_

<b>New Supplier Implementation Checklist</b>		<b>Target Completion After Award</b>
<b>1. First Conference Call</b>		<b>One Week</b>
	<ul style="list-style-type: none"> <li>Discuss expectations</li> <li>Establish initial contact people &amp; roles</li> <li>Outline kickoff plan</li> <li>Establish WebEx training date</li> </ul>	
<b>2. Administrative Agreement Signed</b>		<b>One Week</b>
	<ul style="list-style-type: none"> <li>Lead Public Agency agreement signed</li> </ul>	
<b>3. Supplier Login Established</b>		<b>One Week</b>
	<ul style="list-style-type: none"> <li>Complete Supplier initiation form</li> <li>Complete Supplier product template</li> <li>Create user account &amp; user ID - Communicate to Supplier</li> </ul>	
<b>4. Initial Sr. Management Meeting</b>		<b>Two Weeks</b>
	<ul style="list-style-type: none"> <li>Review commitments</li> <li>Discuss National Account Manager (NAM) role &amp; staff requirements</li> <li>Discuss reporting process &amp; requirements</li> <li>Review kickoff plan</li> <li>Determine field sales introductory communication plan</li> </ul>	
<b>5. Initial NAM &amp; Staff Training Meetings</b>		<b>Two Weeks</b>
	<ul style="list-style-type: none"> <li>Discuss expectations, roles &amp; responsibilities</li> <li>Introduce and review web-based tools</li> <li>Discuss sales organization &amp; define roles</li> <li>Review with NAM</li> <li>Review process &amp; expectations with NAM and lead referral person</li> <li>Discuss marketing plan and customer communication strategy</li> <li>Discuss Admin process/expectations &amp; provide admin support training</li> </ul>	
<b>6. Review Top 10 Local Government Contracts</b>		<b>Two Weeks</b>
	<ul style="list-style-type: none"> <li>Determine strategies with NAM</li> </ul>	
<b>7. Program Contact Requirements</b>		<b>Two Weeks</b>
	<ul style="list-style-type: none"> <li>Supplier contacts communicated to U.S. Communities Staff</li> <li>Dedicated email</li> <li>Dedicated toll free number</li> <li>Dedicated fax number</li> </ul>	
<b>8. Web Development</b>		
	<ul style="list-style-type: none"> <li>Initiate IT contact</li> </ul>	<b>Two Weeks</b>
	<ul style="list-style-type: none"> <li>Website construction</li> </ul>	<b>Three Weeks</b>
	<ul style="list-style-type: none"> <li>Website final edit</li> </ul>	<b>Four Weeks</b>
	<ul style="list-style-type: none"> <li>Product upload to U.S. Communities site</li> </ul>	<b>Four</b>

	<b>Weeks</b>
<b>9. Sales Training &amp; Roll Out</b>	
Regional Manager (RM) briefing - Coordinate with NAM	<b>One Week</b>
Initial remote WebEx training for all sales - Coordinate with NAM	<b>Two Weeks</b>
Top 10 metro areas - Coordinate with NAM & RM	<b>Four Weeks</b>
Initiate contact with Advisory Board (AB) members	<b>Four Weeks</b>
Training plan for other metros	<b>Weeks</b>
<b>10. Marketing</b>	
General announcement	
1 Page Summary with Supplier contacts	
Branding of program	
Supplier handbook	
Announcement to AB and Sponsors	
<b>11. Green Initiative</b>	
Identify Green Products	<b>Two Weeks</b>
- Certifications	
- New product identification	
Identify green expert	
Green reporting	<b>Six Weeks</b>
Upload product to U.S. Communities website	<b>Four Weeks</b>
- Product description	
- Picture	
- SKU	
Green marketing material	<b>Six Weeks</b>
- Approved by U.S. Communities	
- Printed/ Images	
- Articles/ Best Practices/ Supplier internal green practices	
- Workshops	
- Green tradeshow	
- 3rd Party green vendors	

## **SUPPLIER INFORMATION**

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

### **Company**

1. A brief history and description of your company;
2. Total number and location of sales persons employed by your company;
3. Number and location of distribution outlets (if applicable);
4. Number and location of support centers (if applicable);
5. Annual sales for 2006, 2007 and 2008;
6. Submit your current Federal Identification Number and latest Dun & Bradstreet report.

### **Products**

1. Provide a description of the Products and Services to be provided by the major product category set forth in this document. The primary objective is for each Supplier to provide its complete product and service offerings so that Participating Public Agencies may order a range of product as appropriate for their needs;
2. Provide a description of all products and services to be provided your company;
3. Describe any special programs that your company offers that will improve customers' ability to access Products;
4. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for telecommunication supplies and accessories;
5. Provide a brief description of any company environmental initiatives, including any green products and certifications to be available through your company.

### **Qualifications, Experience and Project Management Capabilities**

1. Identify your company's authorized distributors and installers by U.S. state;
2. Identify your company's bonding capacity on a national basis (if applicable);
3. List the states where the bidder is licensed to do business (if applicable);
4. List the states where the bidder or sub-contractor is licensed to do business (if applicable);

5. List the state construction licenses held, either directly by the bidder or a by a qualified distributor that has been actively and continuously involved with manufacturer (if applicable);

### **Administration**

1. Describe your company's capacity to employ EDI, telephone, electronic, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation;
2. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing;
3. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information as reference(s);
4. Describe the capacity of your company to report quarterly sales under the Master Agreement by Participating Public Agency within each U.S. state;
5. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies;
6. Provide a list of any third party e-procurement services or portals that your company utilizes to facilitate public agency ordering and access.

## Appendix A

### MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “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 process and made a part hereof.

#### **RECITALS**

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies 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 the Participating Public Agency will make timely payments to the Contract 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 Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

## State Notice Addendum

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

### **Nationwide:**

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

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

CEDAR MILL COMMUNITY LIBRARY  
CITY COUNTY INSURANCE SERVICES  
CITY OF ADAIR VILLAGE  
CITY OF ALBANY  
CITY OF ASHLAND  
CITY OF ASTORIA OREGON  
CITY OF AUMSVILLE  
CITY OF AURORA  
CITY OF BEAVERTON  
CITY OF BOARDMAN  
CITY OF BURNS  
CITY OF CANBY  
CITY OF 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 FAIRVIEW  
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 NEWBERG  
CITY OF NORTH PLAINS  
CITY OF OREGON CITY  
CITY OF PHOENIX  
CITY OF PILOT ROCK  
CITY OF PORT ORFORD  
CITY OF PORTLAND  
CITY OF POWERS  
CITY OF REDMOND  
CITY OF REEDSPORT  
CITY OF RIDDLE  
CITY OF SALEM  
CITY OF SANDY  
CITY OF SANDY  
CITY OF SCAPPOOSE  
CITY OF SEASIDE  
CITY OF SHADY COVE  
CITY OF SHERWOOD  
CITY OF SPRINGFIELD  
CITY OF ST. PAUL  
CITY OF STAYTON  
CITY OF TIGARD, OREGON  
CITY OF TUALATIN, OREGON  
CITY OF WARRENTON  
CITY OF WEST LINN/PARKS  
CITY OF WILSONVILLE  
CITY OF WINSTON  
CITY OF WOOD VILLAGE  
CITY OF WOODBURN  
CITY OF YACHATS  
FLORENCE AREA CHAMBER OF COMMERCE  
GASTON RURAL FIRE DEPARTMENT  
GLADSTONE POLICE DEPARTMENT  
HOUSING AUTHORITY OF THE CITY OF SALEM  
KEIZER POLICE DEPARTMENT  
LEAGUE OF OREGON CITIES  
MALIN COMMUNITY PARK AND RECREATION DISTRICT  
METRO  
MONMOUTH - INDEPENDENCE NETWORK

PORTLAND DEVELOPMENT COMMISSION  
RAINIER POLICE DEPARTMENT  
RIVERGROVE WATER DISTRICT  
SUNSET EMPIRE PARK AND RECREATION  
THE NEWPORT PARK AND RECREATION CENTER  
TILLAMOOK PEOPLES UTILITY DISTRICT  
TUALATIN VALLEY FIRE & RESCUE

### **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  
HOUSING AUTHORITY OF CLACKAMAS COUNTY  
JACKSON COUNTY HEALTH AND HUMAN SERVICES  
JEFFERSON COUNTY  
KLAMATH COUNTY VETERANS SERVICE OFFICE  
LAKE COUNTY  
LANE COUNTY  
LINCOLN COUNTY  
LINN COUNTY  
MARION COUNTY , SALEM, OREGON  
MORROW COUNTY  
MULTNOMAH COUNTY  
MULTNOMAH COUNTY  
MULTNOMAH LAW LIBRARY  
NAMI LANE COUNTY  
POLK COUNTY  
SHERMAN COUNTY  
UMATILLA COUNTY, OREGON  
UNION COUNTY  
WALLOWA COUNTY  
WASCO COUNTY  
WASHINGTON COUNTY  
YAMHILL COUNTY  
BOARD OF WATER SUPPLY  
COUNTY OF HAWAII  
MAUI COUNTY COUNCIL

## **Higher Education**

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

## **K - 12**

ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL  
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD  
BAKER SCHOOL DISTRICT 5-J  
BANDON SCHOOL DISTRICT  
BANKS SCHOOL DISTRICT  
BEAVERTON SCHOOL DISTRICT  
BEND / LA PINE SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BROOKING HARBOR SCHOOL DISTRICT NO.17-C  
CANBY SCHOOL DISTRICT  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADE SCHOOL DISTRICT  
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  
SOUTHWEST CHARTER SCHOOL  
SPRINGFIELD SCHOOL DISTRICT NO.19  
STANFIELD SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA-MORROW ESD  
VERNONIA SCHOOL DISTRICT 47J  
WEST HILLS COMMUNITY CHURCH  
WEST 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  
MARYKNOLL SCHOOL  
PACIFIC BUDDHIST ACADEMY

**Nonprofit & Other**

211INFO  
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  
CENTER FOR RESEARCH TO PRACTICE  
CENTRAL BIBLE CHURCH  
CENTRAL CITY CONCERN  
CENTRAL DOUGLAS COUNTY FAMILY YMCA  
CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK  
CHILDPEACE MONTESSORI  
CITY BIBLE CHURCH  
CLASSROOM LAW PROJECT  
COAST REHABILITATION SERVICES  
COLLEGE HOUSING NORTHWEST  
COLUMBIA COMMUNITY MENTAL HEALTH  
COMMUNITY ACTION ORGANIZATION  
COMMUNITY ACTION TEAM, INC.  
COMMUNITY CANCER CENTER  
COMMUNITY HEALTH CENTER, INC  
COMMUNITY VETERINARY CENTER  
CONFEDERATED TRIBES OF GRAND RONDE  
CONSERVATION BIOLOGY INSTITUTE  
CONTEMPORARY CRAFTS MUSEUM AND GALLERY

CORVALLIS MOUNTAIN RESCUE UNIT  
COVENANT CHRISTIAN HOOD RIVER  
COVENANT RETIREMENT COMMUNITIES  
DECISION SCIENCE RESEARCH INSTITUTE, INC.  
DELIGHT VALLEY CHURCH OF CHRIST  
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  
HALFWAY HOUSE SERVICES, INC.  
HEARING AND SPEECH INSTITUTE INC  
HELP NOW! ADVOCACY CENTER  
HIGHLAND HAVEN  
HIGHLAND UNITED CHURCH OF CHRIST  
HIV ALLIANCE, INC  
HOUSING AUTHORITY OF LINCOLN COUNTY  
HOUSING AUTHORITY OF PORTLAND  
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON  
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION  
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION  
IRCO  
JASPER MOUNTAIN  
JUNIOR ACHIEVEMENT  
KLAMATH HOUSING AUTHORITY  
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER  
LA GRANDE UNITED METHODIST CHURCH  
LANE ELECTRIC COOPERATIVE  
LANE MEMORIAL BLOOD BANK  
LANECO FEDERAL CREDIT UNION  
LAUREL HILL CENTER  
LIVING WAY FELLOWSHIP

LOAVES & FISHES CENTERS, INC.  
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  
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY  
NORTHWEST FOOD PROCESSORS ASSOCIATION  
NORTHWEST REGIONAL EDUCATIONAL LABORATORY  
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 MUSUEM OF SCIENCE AND INDUSTRY  
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  
SALMON-SAFE INC.  
SCIENCEWORKS  
SECURITY FIRST CHILD DEVELOPMENT CENTER  
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.  
ST. VINCENT DEPAUL OF LANE COUNTY  
STAND FOR CHILDREN  
STAR OF HOPE ACTIVITY CENTER INC.  
SUMMIT VIEW COVENANT CHURCH  
SUNNYSIDE FOURSQUARE CHURCH  
SUNRISE ENTERPRISES  
TENAS ILLAHEE CHILDCARE CENTER  
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  
TRILLIUM FAMILY SERVICES, INC.

UMPQUA COMMUNITY DEVELOPMENT CORPORATION  
UNION GOSPEL MISSION  
UNITED CEREBRAL PALSY OF OR AND SW WA  
UNITED WAY OF THE COLUMBIA WILLAMETTE  
US CONFERENCE OF MENONNITE BRETHERN 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  
YOUTH GUIDANCE ASSOC.  
YWCA SALEM  
ALCOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA  
AMERICAN LUNG ASSOCIATION  
BISHOP MUSEUM  
BUILDING INDUSTRY ASSOCIATION OF HAWAII  
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST  
EAH, INC.  
EASTER SEALS HAWAII  
GOODWILL INDUSTRIES OF HAWAII, INC.  
HABITAT FOR HUMANITY MAUI  
HALE MAHAOLU  
HAWAII AGRICULTURE RESEARCH CENTER  
HAWAII EMPLOYERS COUNCIL  
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA  
HONOLULU HABITAT FOR HUMANITY  
IUPAT, DISTRICT COUNCIL 50  
LANAKILA REHABILITATION CENTER INC.  
LEEWARD HABITAT FOR HUMANITY  
MAUI ECONOMIC DEVELOPMENT BOARD  
MAUI ECONOMIC OPPORTUNITY, INC.  
MAUI FAMILY YMCA  
NA HALE O MAUI  
NA LEI ALOHA FOUNDATION  
NETWORK ENTERPRISES, INC.  
ORI ANUENUE HALE, INC.  
PARTNERS IN DEVELOPMENT FOUNDATION  
POLYNESIAN CULTURAL CENTER  
PUNAHOU SCHOOL  
ST. THERESA CHURCH  
WAIANAE COMMUNITY OUTREACH  
WAILUKU FEDERAL CREDIT UNION  
YMCA OF HONOLULU

### **Special/Independent Districts**

BAY AREA HOSPITAL DISTRICT  
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
CENTRAL OREGON IRRIGATION DISTRICT  
CHEHALEM PARK AND RECREATION DISTRICT  
CITY COUNTY INSURANCE SERVICES  
CLEAN WATER SERVICES  
COLUMBIA 911 COMMUNICATIONS DISTRICT  
COLUMBIA RIVER PUD  
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 DISTRICT #1  
METRO  
METROPOLITAN EXPOSITION-RECREATION COMMISSION  
MONMOUTH - INDEPENDENCE NETWORK  
MULTONAH COUNTY DRAINAGE DISTRICT #1  
NW POWER POOL  
OAK LODGE WATER DISTRICT  
OR INT'L PORT OF COOS BAY  
PORT OF ST HELENS  
PORT OF UMPQUA  
REGIONAL AUTOMATED INFORMATION NETWORK  
RIVERGROVE WATER DISTRICT  
SALEM AREA MASS TRANSIT DISTRICT  
SANDY FIRE DISTRICT NO. 72  
SUNSET EMPIRE PARK AND RECREATION  
THE NEWPORT PARK AND RECREATION CENTER  
THE PORT OF PORTLAND  
TILLAMOOK PEOPLES UTILITY DISTRICT  
TUALATIN HILLS PARK AND RECREATION DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
UNION SOIL & WATER CONSERVATION DISTRICT  
WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT  
WILLAMALANE PARK AND RECREATION DISTRICT  
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

### **State Agencies**

BOARD OF MEDICAL EXAMINERS

OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
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

**ADMINISTRATION AGREEMENT**

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

**RECITALS**

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

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

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

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

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

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

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

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

**ARTICLE I**

**GENERAL TERMS AND CONDITIONS**

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

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement

including, without limitation, Supplier's obligation to provide insurance and certain indemnifications to Lead Public Agency.

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

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

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

## **ARTICLE II**

### **TERM OF AGREEMENT**

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

## **ARTICLE III**

### **REPRESENTATIONS AND COVENANTS**

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

#### 3.2 U.S. Communities' Representations and Covenants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

responding to a Public Agency solicitation:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IV

### PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. U.S. Communities shall have the authority to conduct

random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to Participating Public Agencies that is inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct an extensive audit of Supplier's pricing at Supplier's sole cost and expense. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Lead Public Agency or U.S. Communities.

## ARTICLE V

### FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of (a) one percent (1%) of aggregate purchases made during the month which comprise annual sales of the first \$10,000,000.00; then (b) one and one-half percent (1.5%) of aggregate purchases made during the month which comprise annual sales of \$10,000,000.01 to \$20,000,000.00; then (c) two percent (2%) of aggregate purchases made during the month which comprise annual sales of \$20,000,000.01 to \$340,000,000.00; and then (d) two and one-half percent (2.5%) of aggregate purchases made during the month which comprise annual sales exceeding \$340,000,000.00 (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by check or wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month.

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

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

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

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report

should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities’ reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier’s reports and Supplier shall be obligated to reimburse U.S. Communities for any and all costs and expenses incurred in connection with such audit.

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

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

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

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

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

**ARTICLE VI**

**MISCELLANEOUS**

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

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

6.3 Assignment.

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

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

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

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

Lead Public Agency: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Supplier: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: U.S. Communities Program Manager

6.5 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

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

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

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

6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. In the event of any dispute concerning the validity, interpretation, enforcement or breach of this Agreement, U.S. Communities and Supplier (each a "Party" and collectively, the "Parties") unconditionally and irrevocably agree that the dispute will be resolved by arbitration (and accordingly they hereby consent to

personal jurisdiction over them) in the City of Walnut Creek, County of Contra Costa, or such other venue as agreed upon by the Parties, in accordance with JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitration will be heard and determined by a single arbitrator. The arbitrator’s decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The prevailing Party will be entitled to recover its attorneys’ fees and arbitration costs from the other Party. The Parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, but not limited to, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration panel, except as may lawfully be required in judicial proceedings relating to the arbitration or by disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

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

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By \_\_\_\_\_

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

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

Supplier:

\_\_\_\_\_

By \_\_\_\_\_

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

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

**ADMINISTRATION AGREEMENT ADDENDUM**

**AFFILIATE PROGRAMS**

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

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

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

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

\_\_\_\_\_Supplier does not wish to participate in Canadian Communities or other international opportunities.

SUPPLIER:

\_\_\_\_\_,  
a \_\_\_\_\_

By \_\_\_\_\_

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

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

EXHIBIT A

MASTER AGREEMENT

(To Be Attached)

EXHIBIT B

SALES REPORT FORMAT

(To Be Attached)



*Government Purchasers Saving You Money*

**Founding Co-Sponsors**



**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “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 process and made a part hereof.

**RECITALS**

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies 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 the Participating Public Agency will make timely payments to the Contract 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 Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.