



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



COMPETITIVE SOLICITATION

BY MARICOPA COUNTY

FOR

TEMPORARY STAFFING AND RELATED SERVICES

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

11143-RFP



NOTICE OF SOLICITATION

SERIAL 11143-RFP

REQUEST FOR PROPOSAL FOR: TEMPORARY STAFFING AND RELATED SERVICES

Notice is hereby given sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M. Arizona time on **January 19, 2012** for the furnishing of the following services for Maricopa County. Proposals will be opened by the Materials Management Chief Procurement Officer (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked "**SERIAL 11143-RFP REQUEST FOR PROPOSAL FOR TEMPORARY STAFFING AND RELATED SERVICES**"

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL CAN BE LOCATED AT <http://www.maricopa.gov/materials> "Develop Bids". ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER.

DIRECT ALL INQUIRIES TO:

CHARLES HINEGARDNER
PROCUREMENT OFFICER
TELEPHONE: (602) 506-6476

EMAIL: hinegardner@mail.maricopa.gov

THERE WILL BE A PRE-PROPOSAL CONFERENCE ON JANUARY 4, 2012 AT 2:00 PM ARIZONA TIME, AT THE MARICOPA COUNTY ELECTIONS DEPARTMENT, 510 SOUTH THIRD AVENUE, PHOENIX, ARIZONA 85003.

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

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REQUEST FOR PROPOSAL FOR **TEMPORARY STAFFING AND RELATED SERVICES**

1.0 **MASTER AGREEMENT INTENT:**

Maricopa County (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 offering of Temporary Staffing and Related Services (herein “Products and Services”).

Maricopa County is requesting pricing for each position identified in Attachments B-1, C-1 and D-1. This includes temporary employee markups. Bill rates will be calculated automatically based on your proposed mark ups. Contractor shall provide qualified temporary employees as required by the Customer.

Other governmental entities under agreement with Maricopa County may have access to services provided hereunder (see also Section 2.16 and 2.17, below).

Maricopa County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County’s best interest.

Multiple awards may be made to Vendors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP.

Maricopa County reserves the right to add additional contractors, at the County’s sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County’s needs or to ensure adequate competition on any project or task order work.

1.1 **OBJECTIVES**

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

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

Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;

Combine the volumes of Participating Public Agencies to achieve cost effective pricing;

Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;

Provide Participating Public Agencies with environmentally responsible products and services.

1.2 **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 Los Angeles, CA	Hillsborough Schools, FL
Fairfax County, VA	City of Houston, TX
Cobb County, GA	Los Angeles County, CA
North Carolina State University, NC	Maricopa County, AZ
Fresno Unified School District, CA	Miami-Dade County, FL
City and County of Denver, CO	Salem-Keizer School District, OR
Hennepin County, MN	City of San Antonio, TX
Emory University, GA	San Diego Unified School District, CA
Denver Public Schools, CO	City of Seattle, WA
Harford County Public Schools, MD	Great Valley School District, PA

PARTICIPATING PUBLIC AGENCIES:

Today more than 47,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.6 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.

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

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached as Exhibit 4.

ESTIMATED VOLUME:

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$150 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 services required to be purchased under the proposed Master Agreement, Maricopa Participating Public Agency and

the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2010 purchased more than \$138 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, Participating Public Agency, Higher Education and State Associations.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

MARKETPLACE:

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

Multiple Awards

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

Evaluation of Proposals

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

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

2.0 SCOPE OF WORK:

2.1 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES:

Suppliers are to propose the broadest possible selection of TEMPORARY STAFFING AND RELATED SERVICES offered. The intent of this solicitation is to provide Participating Public Agencies with services to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing Services as defined in this RFP, including but not limited to the following:

Temporary Staffing Services – The complete portfolio of temporary staffing services available by Supplier including administrative staffing (administrative, professional, laborer, technical, trades, etc.), information technology staffing, medical staffing and any other staffing services offered by Supplier.

Related Services – The complete range of related services offered by Supplier such as temporary-to-hire services, direct hire services, workforce management solutions, human resource outsourcing, recruitment process outsourcing, contingent workforce services and any other services offered by Supplier.

2.2 INTERVIEW OF PROSPECTIVE PERSONNEL:

The Participating Public Agency shall have the right to interview all prospective personnel and to accept or reject any or all based upon the required skills and the background and experience of each individual. A resume may be required upon request prior to an interview.

2.3 SERVICE REVIEW AND PRE-APPROVAL OF PROSPECTIVE PERSONNEL:

Once the Participating Public Agency and Contractor reach agreement on all aspects of the work to be performed, the Contractor must assure that the prospective personnel has, at a minimum, the required qualifications for the assignment and is able to perform the duties required by the Participating Public Agency. This information shall be submitted to the Participating Public Agency for final review and approval prior to the provision of services. This documentation will provide both parties with a clear understanding of all service requirements, time frames, and all related costs.

2.4 TRAINING:

Referred personnel shall be immediately productive, requiring minimal training and orientation. In the event that extended training (over four (4) hours) is required, such as for an extended project or for any particular skill set, the Contractor may be required to pay the employee for up to sixteen (16) hours (two (2) business days) of training as determined by the Participating Public Agency.

2.5 HOURS OF WORK:

The work week shall be Monday through Friday. Contractor shall verify work hours at the time order is placed. Work hours and holidays will vary dependent upon the Participating Public Agency and position.. Normal working hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. Refer to Exhibit 11 for a listing of Participating Public Agency holidays.

There may be requirements for evening, weekend, and overtime work. Weekend work shall be defined as Saturday and Sunday during the same week. Weekend work shall not be considered overtime unless in excess of forty (40) hours.

Overtime shall be defined as hours worked in excess of forty (40) per week. Should a temporary employee works on a holiday, regular pay shall apply to all hours under forty (40), and time and a half shall apply for hours over forty (40). Overtime must be approved in writing, in advance, by the Agency in order to be reimbursable.

Lunch periods will range from 30-60 minutes and will be determined by the Participating Public Agency. No payments shall be made for lunch periods.

Each temporary employee will receive one 15 minute break in the morning and one 15 minute break in the afternoon, exact time of the break will be agreed to by the employee and the Participating Public Agency.

2.6 TRANSPORTATION AND PARKING

It will be the Contractor or temporary employee's responsibility to provide transportation to and from the required locations. Parking may or may not be provided and, if not, will be the responsibility of the temporary employees.

2.7 TEMPORARY PERSONNEL EXPENSES:

Contractor shall be responsible for temporary personnel expenses. Contractor may bill for certain travel expenses on a case-by-case basis. Contractor shall seek Participating Public Agency approval before billing for any travel expenses. If approved by the PROSPECTIVE PERSONNEL, travel expenses shall be reimbursed in accordance with the Participating Public Agency's Travel Policy. Original receipts for travel must be submitted for reimbursement of allowable direct costs (lodging, communications, etc.).

2.8 CONTRACTOR SINGLE POINT OF CONTACT:

Each Contractor shall designate a coordinator as a single, local point of contact (SPOC), as well as a backup, that will be accessible during normal work hours 8:00 a.m. until 5:00 p.m. Monday through Friday, with the exception of the designated holidays to receive temporary employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, reports, and problem solving. Contractor's SPOC shall be available via a toll free telephone number or email. The SPOC may have support staff that will serve as account managers for different Participating Public Agency Agencies, or designated multiple points of contact in order to best provide service.

2.9 CONTRACT EMPLOYEE REQUIREMENTS:

2.9.1 Background Screening:

A background check will be a requirement for all temporary employees of Contractor's staff providing services to the Participating Public Agency. This option shall allow the temporary employees access to areas within the Participating Public Agency such as detention facilities, court buildings, and other restricted areas. The cost of this service shall be incurred by the Participating Public Agency.

Individual temporary employment candidates, based on position, may be subject to various criminal checks, fingerprinting, and background checks upon whose results the Participating Public Agency may choose to base its decision to accept an individual for an assignment. The requirements of these background checks are explained in Attachments B, C and D under Screening Fees. Contractor to include pricing for these services as indicated. The cost of this service shall be incurred by the Participating Public Agency.

2.9.2 Drug Testing:

Drug testing requirements will vary for individual Agencies throughout the Participating Public Agency. The Participating Public Agency will identify if there is a drug test requirement at the time the order is placed. The Participating Public Agency will pay for these tests as pass-through costs for temporary employees who are placed with the Participating Public Agency. These tests are normally conducted randomly, on a random number of temporary employees, in safety-sensitive positions, and consist of a urine sample. Once the temporary employee fails a drug test, the temporary employee will no longer be eligible for temporary employment by any Participating Public Agency. The requirements of these tests are explained in Attachments B, C and D under Screening Fees. Contractor to include pricing for these services as indicated. The cost of this service shall be incurred by the Participating Public Agency.

2.9.3 If driving is a requirement of a position, Participating Public Agency Agencies will require a DMV check. The cost of this service shall be incurred by the Participating Public Agency.

2.9.4 Additional Certification(s):

Certain positions may require additional types of certifications such as First Aid and CPR certification. Temporary employees shall have these certifications prior to applying for such positions. Temporary employees shall maintain and recertify these certifications at their own expense.

2.9.5 Dress and Equipment:

Contractors shall send temporary employees to job assignments dressed appropriately and with the equipment specified by the Participating Public Agency as being required to perform work in the service categories covered under this contract. The Participating Public Agency requires most field personnel to have safety shoes, at the expense of the temporary employee. The safety shoes must meet American National Standards Institute (ANSI) and Occupational Safety and Health Administration (OSHA) standards.

2.9.6 Communication Skills:

Unless otherwise requested, all temporary employees must be able to read, write, speak and comprehend the English language in accordance with the minimum requirements of the position description. Contractors that provide temporary employees that are unable to read, write, speak and comprehend the English language in accordance with the Participating Public Agency's determination will refund any fees and wages incurred.

2.9.7 Courtesy and Cordiality Towards All Others:

Temporary employees shall be respectful of all people with whom they interact, including Participating Public Agency employees and customers of the Participating Public Agency. The Participating Public Agency reserves the right to reject any candidate that does not exhibit common courtesy and cordiality towards all individuals with which they may come in contact.

2.9.8 PARTICIPATING PUBLIC AGENCY'S RIGHT OF REFUSAL:

The Contractor will be given between four (4) business hours and one (1) business day to confirm availability of a temporary employee to fill a request. However, for "hard-to-fill" positions, the Participating Public Agency may allow up to five (5) business days for Contractor to confirm availability of a temporary employee. In the event that the Contractor is unable to fill the job request, the Participating Public Agency may cancel the request and place the request with another Contractor. The Participating Public Agency reserves the right to simultaneously give all Contractors an opportunity to fill all "hard-to-fill" positions on a "first come" basis. In the event that all Contractors are unable to fill the request, the Participating Public Agency may fill the requirement by soliciting pricing from other qualified sources.

2.10 SUPERVISION OF TEMPORARY EMPLOYEES:

Contractor's employees shall be supervised by the Participating Public Agency. The Participating Public Agency shall have direct control over the daily activities of the Contractor's employees. Work policies, procedures, and standards established by the Participating Public Agency shall be followed at all times. The Contractor's employees shall conform in all respects with regard to physical, fire and security / safety regulations while on the Participating Public Agency's premises. Contractor shall be responsible for obtaining all rules, regulations, policies, etc. from the Participating Public Agency.

2.11 REMOVAL OF TEMPORARY EMPLOYEE:

In the event any such employee fails to adhere to the Participating Public Agency's directions or security / safety regulations, or demonstrate that they are not qualified to perform the required duties, the Participating Public Agency shall notify the Contractor who shall replace the employee within two (2) working days at no cost to the Participating Public Agency (including, but not limited to, training time, background checks, ID badges, drug testing, etc.).

This also applies to any employee that leaves, for any reason, before the assignment is completed. When an employee leaves, at any time, the Contractor shall be responsible for any unreturned keys, ID badges, etc. If such items are not returned to the Participating Public Agency within five (5) working days the Participating Public Agency shall send an invoice to the Contractor for the exact replacement cost. The Contractor shall pay this invoice within fourteen (14) days.

2.12 USAGE AND QUALITY REPORT:

Upon request the Contractor shall furnish the Participating Public Agency a monthly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the Participating Public Agency and shall disclose the quantity and dollar value of each contract item by individual unit.

2.13 INVOICES AND PAYMENTS:

2.13.1 The Respondent shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- Participating Public Agency bill-to name and contact information
- Contract Serial Number
- Participating Public Agency purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Description of Purchase (services)
- Pricing per unit of service
- Extended price
- Total Amount Due

2.13.2 Problems regarding billing or invoicing shall be directed to the Participating Public Agency as listed on the Purchase Order.

2.13.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa Participating Public Agency Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the Participating Public Agency Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

2.13.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.14 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.15 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa Participating Public Agency reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.16 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The Participating Public Agency is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the Participating Public Agency. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the Participating Public Agency will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.17 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

Participating Public Agency currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the Participating Public Agency Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Request for Proposal is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 OPTION TO RENEW CONTRACT:

The Participating Public Agency may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, or other specified length options, (or at the Participating Public Agency's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the Participating Public Agency's intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If Participating Public Agency agrees to the adjusted price terms, Participating Public Agency shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Participating Public Agency, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless Participating Public Agency, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of Participating Public Agency.

3.5 INSURANCE REQUIREMENTS:

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of Participating Public Agency. The form of any insurance policies and forms must be acceptable to Participating Public Agency.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of Participating Public Agency, constitute a material breach of this Contract.

3.5.2 Contractor's insurance shall be primary insurance as respects Participating Public Agency, and any insurance or self-insurance maintained by Participating Public Agency shall not contribute to it.

3.5.3 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the Participating Public Agency's right to coverage afforded under the insurance policies.

3.5.4 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to Participating Public Agency under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and Participating Public Agency, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.5.5 Participating Public Agency reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. Participating Public Agency shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of Participating Public Agency's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.5.6 The insurance policies required by this Contract, except Workers' Compensation, shall name Participating Public Agency, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.5.7 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against Participating Public Agency, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.8 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.9 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.10 Workers' Compensation.

3.5.10.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

3.5.10.2 Contractor waives all rights against Participating Public Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.11 Certificates of Insurance.

3.5.11.1 Prior to commencing work or services under this Contract, Contractor shall furnish the Participating Public Agency with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the Participating Public Agency, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.11.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two

years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.11.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to Participating Public Agency fifteen (15) days prior to the expiration date.

3.5.12 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the Participating Public Agency.

3.6 OWNERSHIP OF WORK PERFORMED:

The resulting product of this solicitation shall be considered work made for hire. The Participating Public Agency, pursuant to this procurement, will own, including but not limited to, the software, source code, copyright, all printed materials, any and all rights associated with custom software, trademarks, inventions, designs, technologies, copy-rightable work products, marketing and business ideas, processes, data, and all improvements. Any future development done pursuant to this contract or any maintenance or support contract including source code and copyright becomes the sole property of the Participating Public Agency upon development. To the extent that any copyright in the intellectual product of this contract may originally vest with the Contractor, the Contractor hereby transfers to the Participating Public Agency all intellectual property rights, including but not limited to, ownership of this copyright. **Execution of a Non-Disclosure Agreement may be required at the sole discretion of the Participating Public Agency.**

3.7 PROCUREMENT CARD ORDERING CAPABILITY:

Participating Public Agency may determine to use a procurement card (MasterCard), from time-to-time, to place or make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.8 INTERNET CAPABILITY:

Participating Public Agency intends to use the Internet to communicate and to place orders under this Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.9 SUBCONTRACTING:

The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the Participating Public Agency. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the Participating Public Agency, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.10 SCHEDULE OF EVENTS:

Request for Proposals Issued: 12/15/2011

Pre-Proposal Conference: 01/04 2012

Deadline for written questions is (2) business days after Pre-Proposal Conference. Questions will ***not*** be responded to prior to the Pre-Proposal Conference or after the (2) business day deadline has elapsed. All questions and answers shall be posted to www.bidsync.com under the Q&A's tab for the solicitation and must be received by the end of business, 5:00 PM Arizona time

Proposals Opening Date: 01/19/2012

Deadline for submission of proposals is **2:00 P.M., Arizona Time**, on January 19, 2012. All proposals must be received before 2:00 P.M., Arizona Time, on the above date at the Maricopa Participating Public Agency Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003.

Proposed review of Proposals and short list decision: 02/09/2012

Proposed Respondent presentations: (if required) 02/15/2012

Proposed selection and negotiation: 02/16/2012

Proposed Best & Final (if required) 02/23/2012

Proposed award of Contract: 04/01/2012

All responses to this Request for Proposal become the property of Maricopa Participating Public Agency and (other than pricing) will be held confidential, to the extent permissible by law. The Participating Public Agency will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the Participating Public Agency.

3.11 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa Participating Public Agency
Materials Management Department
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

Administrative telephone inquiries shall be addressed to:

Charles Hinegardner, Procurement Officer, 602.506.6476
(hinegardner@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa Participating Public Agency.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents shall provide their proposals in accordance with Section 3.14 as follows:

3.12.1 One (1) original and one (1) hardcopy of all proposal documents.

3.12.2 Two (2) CD's or flash drives providing all proposal documents in Word, Excel (Attachments A, B, C and D) and then the entire proposal document in PDF format.

3.12.3 Eight (8) CD's or flash drives providing the entire proposal in PDF format only.

- 3.12.4 Respondents shall address proposals identified with return address, serial number and title in the following manner:

Maricopa Participating Public Agency
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494

SERIAL 11143 – RFP, **TEMPORARY STAFFING AND RELATED SERVICES**

- 3.12.5 Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the RFP closing date.

3.13 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of 11143-RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 11143-RFP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL 11143-RFP," shall be considered invalid and void and of no contractual significance.**

The Participating Public Agency reserves the right to reject, determine the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

3.14 GENERAL CONTENT:

- 3.14.1 The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.
- 3.14.2 The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this Request for Proposal but should outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.

3.15 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposal hardcopy must be submitted in binders and have sections tabbed as below: (Responses are to be single sided, 10 point font type).

- 3.15.1 Table of Contents
- 3.15.2 Letter of Transmittal (Exhibit 2)
- 3.15.3 Executive Summary – This section shall contain an outline of the general approach utilized in the proposal.
- 3.15.4 Proposal – This section should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing respondent's best offer.

(NOTE) Responses to EXHIBIT 3 (Supplier Qualifications, Supplier Worksheet for National Program Consideration, and Required Supplier Information) to be included under 3.14.4.

- 3.15.5 Qualifications – This section shall describe the respondent’s ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.
- 3.15.6 Proposal exceptions
- 3.15.7 Other data
- 3.15.8 Attachment A (Vendor Payment Information)
- 3.15.9 Attachments B, C and D (Pricing Pages)
- 3.15.10 Attachment E (Agreement/Signature Page))
- 3.15.11 Attachment F (References)
- 3.16 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Evaluation Committee shall be appointed, chaired by the Procurement Officer to evaluate each Proposal. At the Participating Public Agency’s option, Respondents may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria.
- 3.16.1 Proven experience of the firm’s success in providing Temporary Staffing and Related Services on a nationwide and local basis in a timely manner.
- 3.16.2 Depth of response to PROPOSAL and QUALIFICATIONS of work outlined in Section 2 of this RFP.
- 3.16.3 Depth of response to SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION (EXHIBIT 3).
- 3.16.4 Company profile – The ability for the company to provide positive references; demonstrate its reputation in the marketplace, experience, capability, and financial stability.
- 3.16.5 Services – The Company’s ability to provide services as set forth in Attachments B-1, C-1, and D-1 of this solicitation.
- 3.16.6 Quality – The Company’s ability to provide reliable services.
- 3.16.7 Subcontractors – The Company’s plan when using subcontractors.
- 3.16.8 Marketing – The Company’s marketing plan to promote this contractual agreement to Participating Public Agencies nationwide.
- 3.16.9 Administration – The Company’s ability to administer the contract nationwide.
- 3.16.10 Staffing Plan – The ability of your company to dedicate personnel for this contract.
- 3.16.11 Environmental – The Company’s environmental initiatives.
- 3.16.12 Services offerings. Identify the specific services the company is capable of providing.
- 3.16.13 Product Price Analyses (ATTACHMENTS B, C AND D)

3.17 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

- 3.17.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
 - 3.17.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 3.17.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3.17.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 3.17.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 3.17.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 3.17.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.18 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

- 3.18.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
- 3.18.2 The Participating Public Agency retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.18.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the Participating Public Agency's intent to inspect and shall make the documents available at the time and date specified. Should the Participating Public Agency suspect or find that the Contractor or any of its subcontractors are not in compliance, the Participating Public Agency will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or

debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

3.19.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.19.2 The Participating Public Agency may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the Participating Public Agency suspect or find that the Contractor or any of its subcontractors are not in compliance, the Participating Public Agency may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.20 CONTRACTOR LICENSE REQUIREMENT:

3.20.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the Participating Public Agency of any and all changes concerning permits, insurance or licenses.

3.20.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.21 POST AWARD MEETING:

The successful Respondent(s) shall be required to attend a post-award meeting with the Participating Public Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

NOTE 1: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA PARTICIPATING PUBLIC AGENCY'S PROCUREMENT ADMINISTRATIVE INFORMATION AND SAMPLE CONTRACT DOCUMENT PRIOR TO SUBMITTING A PROPOSAL. FOR THIS INFORMATION, GO TO: www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp

NOTE 2: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSAL.

ATTACHMENT A

VENDOR PAYMENT INFORMATION

SEE BIDSYNC.COM EXCEL FILE11143-ATTACHMENT A

ATTACHMENT B

PRICING FOR ADMIN/PROF/LABOR/TECHNICAL/MISC

SEE BIDSYNC.COM EXCEL FILE11143-ATTACHMENT B

ATTACHMENT B-1

JOB DESCRIPTIONS FOR ADMIN/PROF/LABOR/TECHNICAL/MISC

SEE BIDSYNC.COM EXCEL FILE11143-ATTACHMENT B-1

ATTACHMENT C

PRICING FOR INFORMATION TECHNOLOGY (IT)

SEE BIDSYNC.COM EXCEL FILE11143-ATTACHMENT C

ATTACHMENT C-1

JOB DESCRIPTIONS FOR INFORMATION TECHNOLOGY (IT)

SEE BIDSYNC.COM EXCEL FILE11143-ATTACHMENT C-1

ATTACHMENT D

PRICING FOR MEDICAL

SEE BIDSYNC.COM EXCEL FILE11143-ATTACHMENT D

ATTACHMENT D-1

JOB DESCRIPTIONS FOR MEDICAL

SEE BIDSYNC.COM EXCEL FILE11143-ATTACHMENT D-1

ATTACHMENT E

AGREEMENT

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa Participating Public Agency of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa Participating Public Agency Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

Small Business Enterprise (SBE)

RESPONDENT (FIRM) SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

DUNS #

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE

EMAIL ADDRESS

ATTACHMENT F

RESPONDENT'S REFERENCES

RESPONDENT SUBMITTING PROPOSAL: _____

1. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

EXHIBIT 1

VENDOR REGISTRATION PROCEDURES

BidSync.com Registration is FREE and REQUIRED for all vendors.

Register On-line at

https://www.bidsync.com/SupplierRegister?ac=register&preselected_plan=free&

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

For assistance, please contact BidSync Vendor Support Department via phone or email, during regular business hours: 1-800-990-9339 or agency support@BidSync.com

EXHIBIT 2

SAMPLE TRANSMITTAL LETTER

(To be typed on the letterhead of Offeror)

Maricopa Participating Public Agency
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494

Re: RFP Number – 11143

To Whom It May Concern:

(NAME OF COMPANY) (Herein referred to as the "RESPONDENT"), hereby submits its response to your Request for Proposal dated _____, and agrees to perform as proposed in their proposal, if awarded the contract. The Respondent shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before _____ if you should desire to accept this proposal.

Very truly yours,

NAME (please print)

SIGNATURE

TITLE (please print)

EXHIBIT 3

**SUPPLIER QUALIFICATIONS, SUPPLIER WORKSHEET FOR NATIONAL PROGRAM
CONSIDERATION, AND REQUIRED SUPPLIER INFORMATION**

SUPPLIERS

Commitments

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

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

- (a) **Corporate Commitment.**
 - (i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier’s primary contractual offering of Products and Services to Public Agencies. All of Supplier’s direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier’s primary offering and not just one of Supplier’s contract options.
 - (ii) Supplier’s sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always solely present the Master Agreement when marketing Products or Services to Public Agencies.
 - (iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.
 - (vi) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
 - (v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier’s senior executive management.
 - (vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier’s Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier’s staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to

Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

- (vi) Supplier shall demonstrate in its request for proposal ("RFP") or invitation to bid ("ITB") response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.
 - (viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.
- (b) **Pricing Commitment.**
- (i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.
 - (ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.
 - (A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
 - (B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

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

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

- (iv) Supplier's Options in Responding to a Third Party RFP or ITB. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own 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. Supplier would not be required to extend the lower price to other Public Agencies.
 - (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. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

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

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

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

- (iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.
- (iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:
 - (A) A dedicated U.S. Communities internet web-based homepage containing:
 - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
 - (2) Copy of original RFP or ITB;
 - (3) Copy of Master Agreement including any amendments;
 - (4) Summary of Products and Services pricing;
 - (5) Electronic link to U.S. Communities' online registration page; and
 - (6) Other promotional material as requested by U.S. Communities.
 - (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
 - (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
- (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.
- (vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as

contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

U.S. Communities Administration Agreement

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto as EXHIBIT 5) 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 WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

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

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
YES____ NO____
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to provide service in Alaska and Hawaii?
YES____ NO____
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 25 U.S. states?
YES____ NO____
- D. Did your company have sales greater than \$100 million last year in the United States?
YES____ NO____
- E. Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?
YES____ NO____
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES____ NO____
- G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES____ NO____
- H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES____ NO____
- I. Will your company commit to the following program implementation schedule?
YES____ NO____
- J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES____ NO____

Submitted by:

(Printed Name)

(Signature)

(Title)

(Date)

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

Initiate contact with Advisory Board (AB) members	Four Weeks
Training plan for other metros	
10. Marketing	
General announcement	
1 Page Summary with Supplier contacts	
Branding of program	
Supplier handbook	
Announcement to AB and Sponsors	
11. Green Initiative	
Identify Green Products	Two Weeks
- Certifications	
- New product identification	
Identify green expert	
Green reporting	Six Weeks
Upload product to U.S. Communities website	Four Weeks
- Product description	
- Picture	
- SKU	
Green marketing material	Six Weeks
- 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. Total number and location of sales persons employed by your company in the United States;

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	Tucson	AZ
10	Los Angeles	CA
12	San Francisco	CA
6	San Diego	CA
5	Sacramento	CA
3	Fresno	CA
	Etc.	Etc.
Total: 366		

2. Number and location of branches or offices in the United States;
3. Number and location of support centers (if applicable);
4. Annual sales for 2009, 2010 and 2011 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 2009, 2010, AND 2011			
Segment	2009 Sales	2010 Sales	2011 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
6. Provide a list with contact information of your company's ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided. Provide a list with contact information of five public agency customers that your company has lost in the last twelve months.

Services

1. Provide a description of the Services to be provided by the major categories set forth in Section 2.0 of the RFP. The primary objective is for each Supplier to provide its complete offering of services so that Participating Public Agencies may utilize as appropriate for their needs.
2. Describe any special programs that your company offers that will improve customers' ability to access Services or other innovative strategies.
3. Describe your company's methods of sourcing, recruiting and assessing candidates by job class (i.e. clerical/administrative, technical, professional).
4. What methods do you use to establish local wage levels and how often are these levels re-evaluated?
5. Describe your company's pre-employment requirements, including drug testing and background checks.
6. Describe the benefits you offer temporary employees.
7. Describe your company's client follow-through process for finding an employee and follow-through during employee's assignment.
8. Describe your company's methods for solving particularly challenging staffing assignments/large orders/emergency requests.
9. What are your normal company business hours? If an emergency arises outside of these hours, describe your processes for servicing Participating Public Agencies.
10. Describe your turnaround time after receiving an order.
11. Describe your on-time fill ratio overall and by job classification as set forth in Attachments B-2, C-2 and D-2.
12. How do you define and measure turnover? What is your current turnover rate by job category?
13. Describe how you prepare your employees for their assignments.
14. What training opportunities do you offer to temporary employees?
15. Describe any programs in place to reward and retain employees.
16. Describe the capacity of your company to broaden the scope of the contract and keep the service offerings current and ensure that latest standards and technology for temporary staffing.

Quality

1. Describe your customer satisfaction feedback mechanisms.
2. What is your current overall customer satisfaction rating? What programs do you have in place to improve your overall performance?

3. Describe your processes for evaluating the performance of your temporary employees.
4. Describe your problem escalation process.
5. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?
6. What performance metrics do you believe will help your company and Participating Public Agencies be successful?
7. How do you create and manage service levels across all locations?
8. What service guarantees will you offer Participating Public Agencies?

Subcontractors

1. Do you plan to use subcontractors? If yes, please identify in detail how you plan to use subcontractors.
2. Describe your subcontractor selection strategy.
3. Describe how you monitor subcontractor performance.
4. Describe how you determine when to release a requisition to your subcontractors.
5. What is your experience at identifying, qualifying and working with M/WBE and small business suppliers? What were your annual sales with M/WBE and small business suppliers last year?

Marketing

1. Outline your company's plan for marketing the Services to State and local government agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.
4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the amount of purchases of existing public agency clients that your company will transition to the U.S. Communities contract for the initial three years of the contract in the following format within your proposal.
 - a. \$_____.00 will be transitioned in year one.
 - b. \$_____.00 will be transitioned in year two.
 - c. \$_____.00 will be transitioned in year three.
5. Please submit the resume of the person your company proposes to serve as the National Accounts Manager. Also provide the resume for each person that will be dedicated full time to U.S. Communities account management.

Administration

1. Describe your company’s capacity to employ EDI, telephone, ecommerce, 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. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
3. Describe your company’s ecommerce capabilities, including details about your ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). Please detail where you have integrated with a public agency’s ERP (PeopleSoft, Lawson, Oracle, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, “go live” date, net sales per calendar year since “go live”, and percentage of agency sales being processed through this connection.
4. Describe your company’s implementation and success with existing multi-state cooperative purchasing programs, if any, and provide the entity’s name(s), contact person(s) and contact information as reference(s).
5. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
6. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each Participating Public Agency.
7. 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.

Financial Statements

The Supplier shall include an audited income statement and balance sheet from the most recent reporting period in its proposal.

Staffing Plan

1. A staffing plan is required which describes the Supplier’s proposed staff distribution to manage this contract nationally. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the contracting organization, and amount of time to be devoted to the project.
2. Describe the roles and responsibilities of your corporate headquarters.
3. Describe the roles and responsibilities of your branch offices.
4. Outline how you plan to service Participating Public Agencies.

5. Describe how you will ensure that consistent processes are utilized in all locations of your company.
6. Describe how you can assist Participating Public Agencies in identifying creative approaches for improving processes and reducing costs on an ongoing basis.

Environmental

Provide a brief description of any company environmental initiatives.

1. What is your company's environmental strategy?
2. Do you have any resources dedicated to your environmental strategy? Please describe.

Additional Information

Please use this opportunity to describe any/all other services, features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

EXHIBIT 4

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

EXHIBIT 5

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 and Services”);

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

ARTICLE II

TERM OF AGREEMENT

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

ARTICLE III

REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities' Representations and Covenants.

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

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

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

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

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

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

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

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

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state’s request. Regardless of whether the state decides

to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

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

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

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

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

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

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

(iv) **Supplier's Options in Responding to a Third Party RFP or ITB.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own 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. Supplier would not be required to extend the lower price to other Public Agencies.

(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. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

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

ARTICLE IV

PRICING AUDITS

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

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month.

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

(a) Monthly Sales Reports shall include all sales reporting under the Master Agreement, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make

reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

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

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

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

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

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

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. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

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

[Remainder of Page Intentionally Left Blank – Signatures Follow]

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

By _____

Name: _____

Title: _____

EXHIBIT A

MASTER AGREEMENT

(To Be Attached)

EXHIBIT B

SALES REPORT FORMAT

Exhibit B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Month	Amount	
956000735	144	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	1525.50	
956000222	144	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2008	4	1603.64	
956000735	144	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	1625.05	
956000735	144	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	45090.79	
066002010	144	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2008	4	318.00	
066001854	144	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2008	4	212.00	
SALES REPORT DATA FORMAT													
Column Name	Data Type	Length	Example	Comment									
TIN	Text	9	956000735, 066001854	No Dash, Do not omit leading zero.									
Supplier ID	Number	3	111, 110, 116	See Supplier ID Table Below									
Account No.	Text	25 max	Depends on supplier account no.										
Agency Name	Text	255 max	City of Groton, Los Angeles County										
Dept Name	Text	255 max	Purchasing Dept, Finance Dept										
Address	Text	255 max											
City	Text	255 max	Pittsburgh, Los Angeles	Must be a valid City name									
State	Text	2	PA, CA, IL										
Zip	Text	5	90071, 06340	No Dash, Do not omit leading zero, Valid zip code									
Agency Type	Number	2	20, 30, 31	See Agency Type Table Below									
Year	Number	4	2005										
Month	Number	1	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12										
Amount	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas									
Agency Type Table													
Agency Type ID	Agency Type Description												
10	K-12												
11	Community College												
12	College and University												
20	City												
21	City Special District												
22	Consolidated City/County												
30	County												
31	County Special District												
80	State Agency												
81	Independent Special District												
82	Non-Profit												
84	Other												
99	Unknown												

EXHIBIT 6

STATE NOTICE ADDENDUM

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

Nationwide:

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

Other states:

State of Oregon, State of Hawaii, State of Louisiana

Registered Cities, Towns, Villages and Boroughs in OR	
1	Boardman Rural Fire Protection District
2	CEDAR MILL COMMUNITY LIBRARY
3	CITY PARTICIPATING PUBLIC AGENCY INSURANCE SERVICES
4	CITY OF ADAIR VILLAGE
5	CITY OF ALBANY
6	CITY OF ASHLAND
7	CITY OF ASTORIA OREGON
8	CITY OF AUMSVILLE
9	CITY OF AURORA
10	City of Baker City
11	CITY OF BEAVERTON
12	CITY OF BOARDMAN
13	CITY OF BURNS
14	CITY OF CANBY
15	CITY OF CANNON BEACH OR
16	CITY OF CANYONVILLE
17	CITY OF CENTRAL POINT POLICE DEPARTMENT
18	CITY OF CLATSKANIE
19	CITY OF COBURG
20	CITY OF CONDON
21	CITY OF COOS BAY
22	CITY OF CORVALLIS
23	CITY OF COTTAGE GROVE
24	CITY OF CRESWELL
25	CITY OF DALLAS
26	CITY OF DAMASCUS
27	CITY OF DUNDEE
28	CITY OF EAGLE POINT
29	CITY OF ECHO
30	CITY OF ESTACADA
31	CITY OF EUGENE

32	CITY OF FAIRVIEW
33	CITY OF FALLS CITY
34	CITY OF GATES
35	CITY OF GEARHART
36	CITY OF GERVAIS
37	CITY OF GOLD HILL
38	CITY OF GRANTS PASS
39	CITY OF GRANTS PASS
40	CITY OF GRESHAM
41	CITY OF HALSEY
42	CITY OF HAPPY VALLEY
43	CITY OF HILLSBORO
44	CITY OF HOOD RIVER
45	City of Independence
46	CITY OF JOHN DAY
47	CITY OF KLAMATH FALLS
48	CITY OF LA GRANDE
49	City of Lake Oswego
50	CITY OF LAKE OSWEGO
51	CITY OF LAKESIDE
52	CITY OF LEBANON
53	CITY OF LINCOLN CITY
54	CITY OF MALIN
55	CITY OF MCMINNVILLE
56	CITY OF MEDFORD
57	CITY OF MILL CITY
58	CITY OF MILLERSBURG
59	CITY OF MILWAUKIE
60	City of Monmouth
61	CITY OF MORO
62	CITY OF MOSIER
63	CITY OF NEWBERG
64	CITY OF NORTH PLAINS
65	City of Ontario
66	CITY OF OREGON CITY
67	CITY OF PHOENIX
68	CITY OF PILOT ROCK
69	CITY OF PORT ORFORD
70	CITY OF PORTLAND
71	CITY OF POWERS
72	CITY OF PRAIRIE CITY
73	CITY OF REDMOND
74	CITY OF REEDSPORT
75	CITY OF RIDDLE
76	CITY OF SALEM
77	CITY OF SANDY
78	CITY OF SANDY
79	CITY OF SCAPPOOSE

80	CITY OF SEASIDE
81	CITY OF SHADY COVE
82	CITY OF SHERWOOD
83	CITY OF SILVERTON
84	CITY OF SPRINGFIELD
85	City of St. Helens
86	CITY OF ST. PAUL
87	CITY OF STAYTON
88	CITY OF TIGARD, OREGON
89	City of Troutdale
90	CITY OF TUALATIN, OREGON
91	City of Veneta
92	CITY OF WARRENTON
93	CITY OF WEST LINN/PARKS
94	CITY OF WILSONVILLE
95	CITY OF WINSTON
96	CITY OF WOOD VILLAGE
97	CITY OF WOODBURN
98	CITY OF YACHATS
99	EUGENE WATER & ELECTRIC BOARD
100	FLORENCE AREA CHAMBER OF COMMERCE
101	GASTON RURAL FIRE DEPARTMENT
102	GLADSTONE POLICE DEPARTMENT
103	Hermiston Fire & Emergency Svcs
104	HOUSING AUTHORITY OF THE CITY OF SALEM
105	KEIZER POLICE DEPARTMENT
106	LEAGUE OF OREGON CITIES
107	MALIN COMMUNITY PARK AND RECREATION DISTRICT
108	METRO
109	MONMOUTH - INDEPENDENCE NETWORK
110	North Lincoln Fire & Rescue #1
111	PORTLAND DEVELOPMENT COMMISSION
112	RAINIER POLICE DEPARTMENT
113	RIVERGROVE WATER DISTRICT
114	St. Helens, City of
115	SUNSET EMPIRE PARK AND RECREATION
116	THE CITY OF NEWPORT
117	THE NEWPORT PARK AND RECREATION CENTER
118	TILLAMOOK PEOPLES UTILITY DISTRICT
119	Tillamook Urban Renewal Agency
120	Toledo Police Department
121	TUALATIN VALLEY FIRE & RESCUE
122	WEST VALLEY HOUSING AUTHORITY
Registered Counties and Parishes in OR	
1	ASSOCIATION OF OREGON COUNTIES
2	BAY AREA HOSPITAL DISTRICT
3	BENTON PARTICIPATING PUBLIC AGENCY
4	Benton Soil & Water Conservation District
5	CENTRAL OREGON IRRIGATION DISTRICT

6	CLACKAMAS PARTICIPATING PUBLIC AGENCY DEPT OF TRANSPORTATION
7	CLATSOP PARTICIPATING PUBLIC AGENCY
8	CLEAN WATER SERVICES
9	COLUMBIA PARTICIPATING PUBLIC AGENCY, OREGON
10	COLUMBIA RIVER PUD
11	COOS PARTICIPATING PUBLIC AGENCY HIGHWAY DEPARTMENT
12	CROOK PARTICIPATING PUBLIC AGENCY ROAD DEPARTMENT
13	CURRY PARTICIPATING PUBLIC AGENCY OREGON
14	DESCHUTES PARTICIPATING PUBLIC AGENCY
15	DESCHUTES PARTICIPATING PUBLIC AGENCY RFPD NO.2
16	DESCHUTES PUBLIC LIBRARY SYSTEM
17	DOUGLAS PARTICIPATING PUBLIC AGENCY
18	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
19	GILLIAM PARTICIPATING PUBLIC AGENCY
20	GILLIAM PARTICIPATING PUBLIC AGENCY OREGON
21	GRANT PARTICIPATING PUBLIC AGENCY, OREGON
22	HARNEY PARTICIPATING PUBLIC AGENCY SHERIFFS OFFICE
23	HOOD RIVER PARTICIPATING PUBLIC AGENCY
24	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
25	HOUSING AUTHORITY OF CLACKAMAS PARTICIPATING PUBLIC AGENCY
26	JACKSON PARTICIPATING PUBLIC AGENCY HEALTH AND HUMAN SERVICES
27	JEFFERSON PARTICIPATING PUBLIC AGENCY
28	Josephine Participating Public Agency Sheriff
29	KLAMATH PARTICIPATING PUBLIC AGENCY VETERANS SERVICE OFFICE
30	LAKE PARTICIPATING PUBLIC AGENCY
31	LANE PARTICIPATING PUBLIC AGENCY
32	LINCOLN PARTICIPATING PUBLIC AGENCY
33	LINN PARTICIPATING PUBLIC AGENCY
34	MARION PARTICIPATING PUBLIC AGENCY , SALEM, OREGON
35	MARION PARTICIPATING PUBLIC AGENCY FIRE DISTRCT #1
36	MORROW PARTICIPATING PUBLIC AGENCY
37	MULTNOMAH PARTICIPATING PUBLIC AGENCY
38	MULTNOMAH LAW LIBRARY
39	MULTONAH PARTICIPATING PUBLIC AGENCY DRAINAGE DISTRICT #1
40	NAMI LANE PARTICIPATING PUBLIC AGENCY
41	NEAH KAH NIE WATER DISTRICT
42	OR INT'L PORT OF COOS BAY
43	POLK PARTICIPATING PUBLIC AGENCY
44	PORT OF BANDON
45	PORT OF UMPQUA
46	SANDY FIRE DISTRICT NO. 72
47	SHERMAN PARTICIPATING PUBLIC AGENCY
48	Southern Coos Hospital
49	UMATILLA PARTICIPATING PUBLIC AGENCY, OREGON
50	UNION PARTICIPATING PUBLIC AGENCY
51	WALLOWA PARTICIPATING PUBLIC AGENCY
52	WASCO PARTICIPATING PUBLIC AGENCY
53	WASHINGTON PARTICIPATING PUBLIC AGENCY
54	YAMHILL PARTICIPATING PUBLIC AGENCY

55	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
Registered Higher Education in OR	
1	BIRTHINGWAY COLLEGE OF MIDWIFERY
2	BLUE MOUNTAIN COMMUNITY COLLEGE
3	CENTRAL OREGON COMMUNITY COLLEGE
4	CHEMEKETA COMMUNITY COLLEGE
5	CLACKAMAS COMMUNITY COLLEGE
6	COLUMBIA GORGE COMMUNITY COLLEGE
7	GEORGE FOX UNIVERSITY
8	KLAMATH COMMUNITY COLLEGE DISTRICT
9	LANE COMMUNITY COLLEGE
10	LEWIS AND CLARK COLLEGE
11	LINFIELD COLLEGE
12	LINN-BENTON COMMUNITY COLLEGE
13	MARYLHURST UNIVERSITY
14	MT. HOOD COMMUNITY COLLEGE
15	MULTNOMAH BIBLE COLLEGE
16	NATIONAL COLLEGE OF NATURAL MEDICINE
17	NORTHWEST CHRISTIAN COLLEGE
18	OREGON HEALTH AND SCIENCE UNIVERSITY
19	OREGON UNIVERSITY SYSTEM
20	PACIFIC UNIVERSITY
21	PORTLAND COMMUNITY COLLEGE
22	PORTLAND STATE UNIV.
23	REED COLLEGE
24	ROGUE COMMUNITY COLLEGE
25	SOUTHWESTERN OREGON COMMUNITY COLLEGE
26	TILLAMOOK BAY COMMUNITY COLLEGE
27	UMPQUA COMMUNITY COLLEGE
28	WESTERN STATES CHIROPRACTIC COLLEGE
29	WILLAMETTE UNIVERSITY
Registered K-12 in OR	
1	Amity School District 4-J
2	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
3	ARLINGTON SCHOOL DISTRICT NO. 3
4	ASTORIA SCHOOL DISTRICT 1C
5	BAKER PARTICIPATING PUBLIC AGENCY SCHOOL DIST. 16J - MALHEUR ESD
6	BAKER SCHOOL DISTRICT 5-J
7	BANDON SCHOOL DISTRICT
8	BANKS SCHOOL DISTRICT
9	BEAVERTON SCHOOL DISTRICT
10	BEND-LA PINE SCHOOL DISTRICT
11	BROOKING HARBOR SCHOOL DISTRICT NO.17-C
12	CANBY SCHOOL DISTRICT
13	CANYONVILLE CHRISTIAN ACADEMY
14	CASCADE SCHOOL DISTRICT
15	CASCADES ACADEMY OF CENTRAL OREGON
16	CENTENNIAL SCHOOL DISTRICT
17	CENTRAL CATHOLIC HIGH SCHOOL

18	CENTRAL POINT SCHOOL DISTRICT NO. 6
19	CENTRAL SCHOOL DISTRICT 13J
20	CHILDPEACE MONTESSORI
21	CLACKAMAS EDUCATION SERVICE DISTRICT
22	COOS BAY SCHOOL DISTRICT
23	COOS BAY SCHOOL DISTRICT NO.9
24	COQUILLE SCHOOL DISTRICT 8
25	Corvallis School District 509J
26	PARTICIPATING PUBLIC AGENCY OF YAMHILL SCHOOL DISTRICT 29
27	CRESWELL SCHOOL DISTRICT
28	CROSSROADS CHRISTIAN SCHOOL
29	CULVER SCHOOL DISTRICT NO.
30	DALLAS SCHOOL DISTRICT NO. 2
31	DAVID DOUGLAS SCHOOL DISTRICT
32	DAYTON SCHOOL DISTRICT NO.8
33	DE LA SALLE N CATHOLIC HS
34	DESCHUTES PARTICIPATING PUBLIC AGENCY SD NO.6 - SISTERS SD
35	DOUGLAS PARTICIPATING PUBLIC AGENCY SCHOOL DISTRICT 116
36	DOUGLAS EDUCATION SERVICE DISTRICT
37	DUFUR SCHOOL DISTRICT NO.29
38	ELKTON SCHOOL DISTRICT NO.34
39	ESTACADA SCHOOL DISTRICT NO.108
40	Falls City School District #57
41	FOREST GROVE SCHOOL DISTRICT
42	GASTON SCHOOL DISTRICT 511J
43	GEN CONF OF SDA CHURCH WESTERN OR
44	GERVAIS SCHOOL DIST. #1
45	GLADSTONE SCHOOL DISTRICT
46	GLENDALE SCHOOL DISTRICT
47	GLIDE SCHOOL DISTRICT NO.12
48	GRANTS PASS SCHOOL DISTRICT 7
49	GREATER ALBANY PUBLIC SCHOOL DISTRICT
50	GRESHAM-BARLOW SCHOOL DISTRICT
51	HARNEY PARTICIPATING PUBLIC AGENCY SCHOOL DIST. NO.3
52	HARNEY EDUCATION SERVICE DISTRICT
53	HEAD START OF LANE PARTICIPATING PUBLIC AGENCY
54	HERITAGE CHRISTIAN SCHOOL
55	HIGH DESERT EDUCATION SERVICE DISTRICT
56	hillsboro school district
57	HOOD RIVER PARTICIPATING PUBLIC AGENCY SCHOOL DISTRICT
58	Imbler School District #11
59	INTER MOUNTAIN ESD
60	JACKSON CO SCHOOL DIST NO.9
61	JEFFERSON PARTICIPATING PUBLIC AGENCY SCHOOL DISTRICT 509-J
62	JEFFERSON SCHOOL DISTRICT
63	KLAMATH FALLS CITY SCHOOLS
64	LA GRANDE SCHOOL DISTRICT
65	LAKE OSWEGO SCHOOL DISTRICT 7J
66	LANE PARTICIPATING PUBLIC AGENCY SCHOOL DISTRICT 4J

67	LANE PARTICIPATING PUBLIC AGENCY SCHOOL DISTRICT 69
68	LEBANON COMMUNITY SCHOOLS NO.9
69	LINCOLN PARTICIPATING PUBLIC AGENCY SCHOOL DISTRICT
70	LINN CO. SCHOOL DIST. 95C - SCIO SD
71	LIVINGSTONE ADVENTIST ACADEMY
72	LOST RIVER JR/SR HIGH SCHOOL
73	LOWELL SCHOOL DISTRICT NO.71
74	MARION PARTICIPATING PUBLIC AGENCY SCHOOL DISTRICT 103 - WASHINGTON ES
75	MCMINNVILLE SCHOOL DISTRICT NO.40
76	MEDFORD SCHOOL DISTRICT 549C
77	MITCH CHARTER SCHOOL
78	MOLALLA RIVER ACADEMY
79	MOLALLA RIVER SCHOOL DISTRICT NO.35
80	MONROE SCHOOL DISTRICT NO.1J
81	monument school
82	MORROW PARTICIPATING PUBLIC AGENCY SCHOOL DISTRICT
83	MT. ANGEL SCHOOL DISTRICT NO.91
84	MT.SCOTT LEARNING CENTERS
85	MULTISENSORY LEARNING ACADEMY
86	MULTNOMAH EDUCATION SERVICE DISTRICT
87	MYRTLE POINT SCHOOL DISTRICT NO.41
88	NEAH-KAH-NIE DISTRICT NO.56
89	NESTUCCA VALLEY SCHOOL DISTRICT NO.101
90	NOBEL LEARNING COMMUNITIES
91	NORTH BEND SCHOOL DISTRICT 13
92	NORTH CLACKAMAS SCHOOL DISTRICT
93	North Lake School District 14
94	NORTH SANTIAM SCHOOL DISTRICT 29J
95	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
96	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
97	NYSSA SCHOOL DISTRICT NO. 26
98	ONTARIO MIDDLE SCHOOL
99	OREGON TRAIL SCHOOL DISTRICT NO.46
100	OUR LADY OF THE LAKE SCHOOL
101	PHILOMATH SCHOOL DISTRICT
102	PHOENIX-TALENT SCHOOL DISTRICT NO.4
103	PORTLAND ADVENTIST ACADEMY
104	Portland Christian Schools
105	PORTLAND PUBLIC SCHOOLS
106	RAINIER SCHOOL DISTRICT
107	REALMS CHARTER SCHOOL
108	REDMOND SCHOOL DISTRICT
109	REEDSPORT SCHOOL DISTRICT
110	REYNOLDS SCHOOL DISTRICT
111	ROGUE RIVER SCHOOL DISTRICT NO.35
112	ROSEBURG PUBLIC SCHOOLS
113	SALEM-KEIZER PUBLIC SCHOOLS
114	Santiam Canyon SD 129J

115	SCAPPOOSE SCHOOL DISTRICT 1J
116	SEASIDE SCHOOL DISTRICT 10
117	SEVEN PEAKS SCHOOL
118	Sheridan School District 48J
119	SHERWOOD SCHOOL DISTRICT 88J
120	SILVER FALLS SCHOOL DISTRICT
121	SIUSLAW SCHOOL DISTRICT
122	SOUTH COAST EDUCATION SERVICE DISTRICT
123	SOUTH LANE SCHOOL DISTRICT 45J3
124	SOUTH UMPQUA SCHOOL DISTRICT #19
125	SOUTHERN OREGON EDUCATION SERVICE DISTRICT
126	SOUTHWEST CHARTER SCHOOL
127	SPRINGFIELD SCHOOL DISTRICT NO.19
128	ST. ANTHONY SCHOOL
129	St. Mary Catholic School
130	St. Paul School District
131	STANFIELD SCHOOL DISTRICT
132	SWEET HOME SCHOOL DISTRICT NO.55
133	THE CATLIN GABEL SCHOOL
134	Three Rivers School District
135	TIGARD-TUALATIN SCHOOL DISTRICT
136	Ukiah School District 80R
137	VERNONIA SCHOOL DISTRICT 47J
138	WEST HILLS COMMUNITY CHURCH
139	WEST LINN WILSONVILLE SCHOOL DISTRICT
140	WHITEAKER MONTESSORI SCHOOL
141	WILLAMETTE EDUCATION SERVICE DISTRICT
142	WILLAMINA SCHOOL DISTRICT
143	Yamhill Carlton School District
144	YONCALLA SCHOOL DISTRICT NO.32
Registered NonProfit and Other in OR	
1	1000 FRIENDS OF OREGON
2	211INFO
3	ACUMENTRA HEALTH
4	ADDICTIONS RECOVERY CENTER, INC
5	Albany Partnership for Housing and Community Development
6	Albertina Kerr Centers
7	All God's Children International
8	ALLFOURONE/CRESTVIEW CONFERENCE CTR.
9	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
10	ALZHEIMERS NETWORK OF OREGON
11	Apostolic Church of Jesus Christ
12	Ashland Art Center
13	ASHLAND COMMUNITY HOSPITAL
14	ATHENA LIBRARY FRIENDS ASSOCIATION
15	Baker Elks
16	BARLOW YOUTH FOOTBALL
17	BAY AREA FIRST STEP, INC.
18	BENTON HOSPICE SERVICE

19	BETHEL CHURCH OF GOD
20	BIRCH COMMUNITY SERVICES, INC.
21	BLACHLY LANE ELECTRIC COOPERATIVE
22	BLIND ENTERPRISES OF OREGON
23	Bob Belloni Ranch, Inc.
24	BONNEVILLE ENVIRONMENTAL FOUNDATION
25	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
26	BROAD BASE PROGRAMS INC.
27	Camelto Theatre Company
28	Camp Fire Columbia
29	CANBY FOURSQUARE CHURCH
30	CANCER CARE RESOURCES
31	Cascade Health Solutions
32	CASCADIA BEHAVIORAL HEALTHCARE
33	CASCADIA REGION GREEN BUILDING COUNCIL
34	CATHOLIC CHARITIES
35	CATHOLIC COMMUNITY SERVICES
36	CENTER FOR COMMUNITY CHANGE
37	CENTER FOR RESEARCH TO PRACTICE
38	CENTRAL BIBLE CHURCH
39	CENTRAL CITY CONCERN
40	CENTRAL DOUGLAS PARTICIPATING PUBLIC AGENCY FAMILY YMCA
41	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
42	Children's Relief Nursery
43	CITY BIBLE CHURCH
44	CLACKAMAS RIVER WATER
45	CLASSROOM LAW PROJECT
46	Clatskanie People's Utility District
47	COAST REHABILITATION SERVICES
48	Coastal Family Health Center
49	COLLEGE HOUSING NORTHWEST
50	College United Methodist Church
51	COLUMBIA COMMUNITY MENTAL HEALTH
52	COMMUNITY ACTION ORGANIZATION
53	COMMUNITY ACTION TEAM, INC.
54	COMMUNITY CANCER CENTER
55	COMMUNITY HEALTH CENTER, INC
56	Community in Action
57	COMMUNITY VETERINARY CENTER
58	CONFEDERATED TRIBES OF GRAND RONDE
59	CONSERVATION BIOLOGY INSTITUTE
60	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
61	CORVALLIS MOUNTAIN RESCUE UNIT
62	COVENANT CHRISTIAN HOOD RIVER
63	COVENANT RETIREMENT COMMUNITIES
64	DECISION SCIENCE RESEARCH INSTITUTE, INC.
65	DELIGHT VALLEY CHURCH OF CHRIST
66	DOGS FOR THE DEAF, INC.
67	DOUGLAS ELECTRIC COOPERATIVE, INC.

68	DOUGLAS FOREST PROTECTIVE
69	EAST HILL CHURCH
70	EAST SIDE FOURSQUARE CHURCH
71	EAST WEST MINISTRIES INTERNATIONAL
72	Eastern Oregon Alcoholism Foundation
73	Ecotrust
74	EDUCATIONAL POLICY IMPROVEMENT CENTER
75	ELMIRA CHURCH OF CHRIST
76	EMERALD PUD
77	EMMAUS CHRISTIAN SCHOOL
78	EN AVANT, INC.
79	Energy Trust of Oregon
80	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
81	environmental law alliance worldwide
82	EUGENE BALLET COMPANY
83	EUGENE SYMPHONY ASSOCIATION, INC.
84	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
85	FAIR SHARE RESEARCH AND EDUCATION FUND
86	FAITH CENTER
87	FAITHFUL SAVIOR MINISTRIES
88	FAMILIES FIRST OF GRANT PARTICIPATING PUBLIC AGENCY, INC.
89	FANCONI ANEMIA RESEARCH FUND INC.
90	FARMWORKER HOUSING DEV CORP
91	First Baptist Church
92	First Baptist Church of Enterprise
93	FIRST CHURCH OF THE NAZARENE
94	FIRST UNITARIAN CHURCH
95	FORD FAMILY FOUNDATION
96	FOUNDATIONS FOR A BETTER OREGON
97	FRIENDS OF THE CHILDREN
98	GATEWAY TO COLLEGE NATIONAL NETWORK
99	GOAL ONE COALITION
100	GOLD BEACH POLICE DEPARTMENT
101	GOOD SHEPHERD COMMUNITIES
102	Good Shepherd Medical Center
103	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
104	GRACE BAPTIST CHURCH
105	GRANT PARK CHURCH
106	Grantmakers for Education
107	GRANTS PASS MANAGEMENT SERVICES, DBA
108	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
109	Greater Portland INC
110	HALFWAY HOUSE SERVICES, INC.
111	HEARING AND SPEECH INSTITUTE INC
112	HELP NOW! ADVOCACY CENTER
113	HIGHLAND HAVEN
114	HIGHLAND UNITED CHURCH OF CHRIST
115	HIV ALLIANCE, INC
116	HOUSING AUTHORITY OF LINCOLN PARTICIPATING PUBLIC AGENCY

117	HOUSING NORTHWEST
118	Human Solutions, Inc.
119	Independent Development Enterprise Alliance
120	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
121	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
122	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
123	InventSuccess
124	IRCO
125	JASPER MOUNTAIN
126	JUNIOR ACHIEVEMENT
127	KLAMATH HOUSING AUTHORITY
128	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
129	LA GRANDE UNITED METHODIST CHURCH
130	Lane Council of Governments
131	LANE ELECTRIC COOPERATIVE
132	LANE MEMORIAL BLOOD BANK
133	LANECO FEDERAL CREDIT UNION
134	LAUREL HILL CENTER
135	Life Flight Network LLC
136	LIFEWORKS NW
137	LIVING WAY FELLOWSHIP
138	LOAVES & FISHES CENTERS, INC.
139	LOCAL GOVERNMENT PERSONNEL INSTITUTE
140	LOOKING GLASS YOUTH AND FAMILY SERVICES
141	MACDONALD CENTER
142	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
143	Mental Health for Children, Inc.
144	METRO HOME SAFETY REPAIR PROGRAM
145	METROPOLITAN FAMILY SERVICE
146	MID COLUMBIA COUNCIL OF GOVERNMENTS
147	MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL
148	MID-COLUMBIA CENTER FOR LIVING
149	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
150	MORNING STAR MISSIONARY BAPTIST CHURCH
151	MORRISON CHILD AND FAMILY SERVICES
152	MOSAIC CHURCH
153	NAMI of Washington Participating Public Agency
154	NAMI OREGON
155	NATIONAL PSORIASIS FOUNDATION
156	NATIONAL WILD TURKEY FEDERATION
157	NEW AVENUES FOR YOUTH INC
158	NEW BEGINNINGS CHRISTIAN CENTER
159	NEW HOPE COMMUNITY CHURCH
160	NEWBERG FRIENDS CHURCH
161	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
162	North Pacific District of Foursquare Churches
163	NORTHWEST ENERGY EFFICIENCY ALLIANCE
164	NORTHWEST FOOD PROCESSORS ASSOCIATION
165	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE

166	NORTHWEST REGIONAL EDUCATIONAL LABORATORY
167	NORTHWEST YOUTH CORPS
168	OCHIN
169	OHSU FOUNDATION
170	OLIVET BAPTIST CHURCH
171	OMNIMEDIX INSTITUTE
172	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
173	OREGON BALLET THEATRE
174	OREGON CITY CHURCH OF THE NAZARENE
175	OREGON COAST COMMUNITY ACTION
176	OREGON DEATH WITH DIGNITY
177	OREGON DONOR PROGRAM
178	OREGON EDUCATION ASSOCIATION
179	OREGON ENVIRONMENTAL COUNCIL
180	OREGON LIONS SIGHT & HEARING FOUNDATION
181	Oregon Lyme Disease Network
182	OREGON MUSUEM OF SCIENCE AND INDUSTRY
183	Oregon Nikkei Endowment
184	OREGON PROGRESS FORUM
185	Oregon Psychoanalytic Center
186	Oregon Public Broadcasting
187	OREGON REPERTORY SINGERS
188	Oregon Research Institute
189	Oregon Social Learning Center
190	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
191	OREGON SUPPORTED LIVING PROGRAM
192	OSLC COMMUNITY PROGRAMS
193	OUTSIDE IN
194	OUTSIDE IN
195	PACIFIC CASCADE FEDERAL CREDIT UNION
196	PACIFIC FISHERY MANAGEMENT COUNCIL
197	PACIFIC INSTITUTES FOR RESEARCH
198	PACIFIC STATES MARINE FISHERIES COMMISSION
199	PARALYZED VETERANS OF AMERICA
200	PARTNERSHIPS IN COMMUNITY LIVING, INC.
201	PENDLETON ACADEMIES
202	PENTAGON FEDERAL CREDIT UNION
203	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
204	Polk Soil and Water Conservation District
205	PORT CITY DEVELOPMENT CENTER
206	PORTLAND ART MUSEUM
207	PORTLAND BUSINESS ALLIANCE
208	Portland Community Reinvestment Initiatives, Inc.
209	PORTLAND HABILITATION CENTER, INC.
210	PORTLAND JEWISH ACADEMY
211	Portland Oregon Visitors Association
212	PORTLAND SCHOOLS FOUNDATION
213	PORTLAND WOMENS CRISIS LINE
214	PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND

215	PRINGLE CREEK SUSTAINABLE LIVING CENTER
216	PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL
217	PUBLIC DEFENDER SERVICES OF LANE PARTICIPATING PUBLIC AGENCY, INC.
218	QUADRIPEGICS UNITED AGAINST DEPENDENCY, INC.
219	REBUILDING TOGETHER - PORTLAND INC.
220	REDMOND PROFICIENCY ACADEMY
221	REGIONAL ARTS AND CULTURE COUNCIL
222	RELEVANT LIFE CHURCH
223	RENEWABLE NORTHWEST PROJECT
224	River Network
225	ROGUE FEDERAL CREDIT UNION
226	Rolling Hills Baptist Church
227	ROSE VILLA, INC.
228	SACRED HEART CATHOLIC DAUGHTERS
229	Safe Harbors
230	SAIF CORPORATION
231	SAINT ANDREW NATIVITY SCHOOL
232	SAINT CATHERINE OF SIENA CHURCH
233	SAINT JAMES CATHOLIC CHURCH
234	Salem Academy
235	SALEM ALLIANCE CHURCH
236	SALEM ELECTRIC
237	SALMON-SAFE INC.
238	Sandy Seventh-day Adventist Church
239	SCIENCEWORKS
240	Scottish Rite
241	SE WORKS
242	SECURITY FIRST CHILD DEVELOPMENT CENTER
243	SELF ENHANCEMENT INC.
244	SERENITY LANE
245	SEXUAL ASSAULT RESOURCE CENTER
246	SHELTERCARE
247	SHERIDAN JAPANESE SCHOOL FOUNDATION
248	SHERMAN DEVELOPMENT LEAGUE, INC.
249	SILVERTON AREA COMMUNITY AID
250	SISKIYOU INITIATIVE
251	SMART
252	SOCIAL VENTURE PARTNERS PORTLAND
253	SONRISE CHURCH
254	SOUTH COAST HOSPICE, INC.
255	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
256	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
257	SOUTHERN OREGON HUMANE SOCIETY
258	SPARC ENTERPRISES
259	SPECIAL MOBILITY SERVICES
260	SPIRIT WIRELESS
261	SPONSORS, INC.
262	SPOTLIGHT THEATRE OF PLEASANT HILL
263	SPRINGFIELD UTILITY BOARD

264	ST VINCENT DE PAUL
265	ST. ANTHONY CHURCH
266	St. Katherine's Catholic Church
267	ST. MARYS OF MEDFORD, INC.
268	St. Matthew Catholic School
269	St. Pius X School
270	ST. VINCENT DEPAUL OF LANE PARTICIPATING PUBLIC AGENCY
271	STAND FOR CHILDREN
272	STAR OF HOPE ACTIVITY CENTER INC.
273	Store to Door
274	Street Ministry
275	SUMMIT VIEW COVENANT CHURCH
276	SUNNYSIDE FOURSQUARE CHURCH
277	SUNRISE ENTERPRISES
278	SUSTAINABLE NORTHWEST
279	TAKE III OUTREACH
280	Temple Beth Israel
281	TENAS ILLAHEE CHILDCARE CENTER
282	The ALS Association Oregon and SW Washington Chapter
283	The Dreaming Zebra Foundation
284	THE EARLY EDUCATION PROGRAM, INC.
285	The International School
286	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
287	THE NEXT DOOR
288	THE OREGON COMMUNITY FOUNDATION
289	The Ross Ragland Theater and Cultural Center
290	THE SALVATION ARMY - CASCADE DIVISION
291	The Wallace Medical Concern
292	TILLAMOOK CNTY WOMENS CRISIS CENTER
293	TILLAMOOK ESTUARIES PARTNERSHIP
294	TOUCHSTONE PARENT ORGANIZATION
295	TRAILS CLUB
296	TRAINING EMPLOYMENT CONSORTIUM
297	Transition Projects, Inc
298	TRI-PARTICIPATING PUBLIC AGENCY HEALTH CARE SAFETY NET ENTERPRISE
299	TRILLIUM FAMILY SERVICES, INC.
300	UMPQUA COMMUNITY DEVELOPMENT CORPORATION
301	Umpqua Community Health Center
302	Union Participating Public Agency Economic Development Corp.
303	UNION GOSPEL MISSION
304	UNITED CEREBRAL PALSY OF OR AND SW WA
305	UNITED WAY OF THE COLUMBIA WILLAMETTE
306	US CONFERENCE OF MENONNITE BRETHREN CHURCHES
307	USAGENCIES CREDIT UNION
308	VERMONT HILLS FAMILY LIFE CENTER
309	Viking Sal Senior Center
310	VIRGINIA GARCIA MEMORIAL HEALTH CENTER
311	VOLUNTEERS OF AMERICA OREGON
312	WE CARE OREGON

313	Western Mennonite School
314	WESTERN RIVERS CONSERVANCY
315	WESTERN STATES CENTER
316	WESTSIDE BAPTIST CHURCH
317	WHITE BIRD CLINIC
318	WILD SALMON CENTER
319	WILLAMETTE FAMILY
320	WILLAMETTE LUTHERAN HOMES, INC
321	WILLAMETTE VIEW INC.
322	Women's Safety & Resource Center
323	WOODBURN AREA CHAMBER OF COMMERCE
324	WORD OF LIFE COMMUNITY CHURCH
325	WORKSYSTEMS INC
326	YOUTH GUIDANCE ASSOC.
327	YWCA SALEM
Registered Special/Independent in OR	
1	Banks Fire District #13
2	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
3	CHEHALEM PARK AND RECREATION DISTRICT
4	COLUMBIA 911 COMMUNICATIONS DISTRICT
5	Columbia River Fire & Rescue
6	GLENDALE RURAL FIRE DISTRICT
7	HOODLAND FIRE DISTRICT NO.74
8	Jefferson Park and Recreation
9	KLAMATH PARTICIPATING PUBLIC AGENCY 9-1-1
10	La Pine Park & Recreation District
11	LANE EDUCATION SERVICE DISTRICT
12	LANE TRANSIT DISTRICT
13	METROPOLITAN EXPOSITION-RECREATION COMMISSION
14	NW POWER POOL
15	OAK LODGE WATER DISTRICT
16	PORT OF SIUSLAW
17	PORT OF ST HELENS
18	REGIONAL AUTOMATED INFORMATION NETWORK
19	SALEM AREA MASS TRANSIT DISTRICT
20	Seal Rock Water District
21	Siuslaw Public Library District
22	THE PORT OF PORTLAND
23	Tillamook Fire District
24	TriMet Transit
25	TUALATIN HILLS PARK AND RECREATION DISTRICT
26	TUALATIN VALLEY WATER DISTRICT
27	UNION SOIL & WATER CONSERVATION DISTRICT
28	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
29	WILLAMALANE PARK AND RECREATION DISTRICT
Registered State Agencies in OR	
1	BOARD OF MEDICAL EXAMINERS
2	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
3	Office of the Ong Term Care Ombudsman

4	OFFICE OF THE STATE TREASURER
5	OREGON BOARD OF ARCHITECTS
6	OREGON CHILD DEVELOPMENT COALITION
7	OREGON DEPARTMENT OF EDUCATION
8	OREGON DEPARTMENT OF FORESTRY
9	OREGON DEPT OF TRANSPORTATION
10	OREGON DEPT. OF EDUCATION
11	OREGON LOTTERY
12	OREGON OFFICE OF ENERGY
13	OREGON STATE BOARD OF NURSING
14	OREGON STATE DEPT OF CORRECTIONS
15	OREGON STATE POLICE
16	OREGON TOURISM COMMISSION
17	OREGON TRAVEL INFORMATION COUNCIL
18	SANTIAM CANYON COMMUNICATION CENTER
19	SEIU LOCAL 503, OPEU
20	State of Oregon
Registered Counties and Parishes in HI	
	City and Participating Public Agency of Honolulu
1	BOARD OF WATER SUPPLY
2	PARTICIPATING PUBLIC AGENCY OF HAWAII
3	MAUI PARTICIPATING PUBLIC AGENCY COUNCIL
Registered Higher Education in HI	
1	ARGOSY UNIVERSITY
2	BRIGHAM YOUNG UNIVERSITY - HAWAII
3	CHAMINADE UNIVERSITY OF HONOLULU
4	COLLEGE OF THE MARSHALL ISLANDS
5	HAWAII PACIFIC UNIVERSITY
6	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
7	UNIVERSITY OF HAWAII AT MANOA
Registered K-12 in HI	
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
2	EMMANUAL LUTHERAN SCHOOL
3	HANAHAU`OLI SCHOOL
4	HAWAII TECHNOLOGY ACADEMY
5	ISLAND SCHOOL
6	KAMEHAMEHA SCHOOLS
7	KE KULA O S. M. KAMAKAU
8	MARYKNOLL SCHOOL
9	PACIFIC BUDDHIST ACADEMY
Registered NonProfit and Other in HI	
1	ALCOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
2	ALOHACARE
3	AMERICAN LUNG ASSOCIATION
4	AOAO Royal Capitol Plaza
5	ASSOSIATION OF OWNERS OF KUKUI PLAZA
6	BISHOP MUSEUM
7	BUILDING INDUSTRY ASSOCIATION OF HAWAII
8	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST

9	EAH, INC.
10	EASTER SEALS HAWAII
11	First United Methodist Church
12	GOODWILL INDUSTRIES OF HAWAII, INC.
13	HABITAT FOR HUMANITY MAUI
14	HALE MAHAOLU
15	HAROLD K.L. CASTLE FOUNDATION
16	Hawaii Carpenters Market Recovery Program Fund
17	HAWAII EMPLOYERS COUNCIL
18	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
19	Hawaii Information Consortium
20	Hawaii Island Humane Society
21	Hawaii Peace and Justice
22	HAWAII STATE FCU
23	HONOLULU HABITAT FOR HUMANITY
24	IUPAT, DISTRICT COUNCIL 50
25	Kauai Youth Basketball Association
26	LANAKILA REHABILITATION CENTER INC.
27	Leeward Community Church
28	LEEWARD HABITAT FOR HUMANITY
29	MAUI PARTICIPATING PUBLIC AGENCY FCU
30	MAUI ECONOMIC DEVELOPMENT BOARD
31	MAUI ECONOMIC OPPORTUNITY, INC.
32	MAUI FAMILY YMCA
33	NA HALE O MAUI
34	NA LEI ALOHA FOUNDATION
35	NETWORK ENTERPRISES, INC.
36	ORI ANUENUE HALE, INC.
37	PARTNERS IN DEVELOPMENT FOUNDATION
38	POLYNESIAN CULTURAL CENTER
39	PUNAHOU SCHOOL
40	Saint Louis School
41	ST. THERESA CHURCH
42	St. Theresa School
43	UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
44	W. M. KECK OBSERVATORY
45	WAIANAЕ COMMUNITY OUTREACH
46	WAILUKU FEDERAL CREDIT UNION
47	YMCA OF HONOLULU
Registered State Agencies in HI	
1	ADMIN. SERVICES OFFICE
2	DOT Airports Division Hilo International Airport
3	HAWAII AGRICULTURE RESEARCH CENTER
4	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
5	HAWAII HEALTH SYSTEMS CORPORATION
6	SOH- JUDICIARY CONTRACTS AND PURCH
7	STATE DEPARTMENT OF DEFENSE
8	STATE OF HAWAII
9	STATE OF HAWAII, DEPT. OF EDUCATION

Registered Cities, Towns, Villages and Boroughs in LA	
1	ASCENSION PARISH LIBRARY
2	BALL POLICE DEPARTMENT
3	BREAUX BRIDGE HOUSING AUTHORITY
4	BUNKIE FIRE DEPT
5	CADDO PARISH CLERK OF COURT
6	CAPITAL CITY PRESS
7	CITY OF ALEXANDRIA
8	CITY OF BAKER POLICE DEPARTMENT
9	CITY OF BOSSIER
10	CITY OF COVINGTON
11	city of gretna
12	CITY OF HAMMOND
13	City of Harahan
14	CITY OF KENNER
15	CITY OF LAKE CHARLES FIRE DEPT
16	CITY OF LEESVILLE
17	CITY OF MINDEN
18	CITY OF MONROE
19	CITY OF NEW ROADS
20	CITY OF PLAQUEMINE
21	CITY OF PORT ALLEN
22	City Of Rayne
23	CITY OF RUSTON
24	CITY OF SHREVEPORT
25	CITY OF SLIDELL
26	CITY OF VILLE PLATTE
27	CITY OF WEST MONROE
28	CITY OF WESTLAKE
29	City of Westwego Parks & Recreation
30	CITY OF WINNFIELD
31	CITY OF WINNSBORO
32	DENHAM SPRINGS CITY MARSHAL
33	EVANGELINE PARISH SHERIFF DEPT.
34	FIRE PROTECTION DIST. NO. 5
35	GREATER NEW ORLEANS EXPRESSWAY COMMISSION
36	GREATER NEW ORLEANS FOUNDATION
37	LOUISIANA PUBLIC EMPLOYEES COUNCIL 17 AFSCME AFL- CIO BUILDING CORP
38	MONROE CITY
39	Pelican State Credit Union
40	PONCHATOULA POLICE DEPT.
41	RAYNE HOUSING AUTHORITY
42	Sewerage and Water Board of New Orleans
43	St John Sheriff Office
44	ST LANDRY PARISH SHERIFF DEPT
45	ST. BERNARD PARISH GOVERNMENT
46	TOWN OF ARCADIA
47	TOWN OF BENTON
48	TOWN OF CHURCH POINT

49	TOWN OF FARMERVILLE
50	TOWN OF GRAND ISLE
51	TOWN OF HAYNESVILLE
52	TOWN OF HOMER
53	TOWN OF JONESBORO
54	TOWN OF JONESVILLE
55	TOWN OF LEONVILLE
56	TOWN OF OLLA
57	TOWN OF PEARL RIVER
58	TOWN OF RAYVILLE
59	TOWN OF ROSEPINE
60	TOWN OF STERLINGTON
61	TOWN OF WATERPROOF
62	TOWN OF WHITE CASTLE
63	VILLAGE OF FENTON
64	VILLAGE OF FOREST HILL
65	VILLAGE OF PALMETTO
Registered Counties and Parishes in LA	
1	15TH JUDICIAL DISTRICT COURT
2	Acadia Parish Clerk of Court
3	ASSUMPTION PARISH LIBRARY
4	BIENVILLE PARISH POLICE JURY
5	BOSSIER LEVEE DISTRICT
6	BOSSIER PARISH ASSESSOR
7	BOSSIER PARISH CLERK OF CT
8	BOSSIER SHERIFFS DEPARTMENT
9	CADDO PARISH COMMISSION
10	CADDO PARISH TAX ASSESSOR
11	CALDWELL PARISH CLERK OF COURT
12	CALDWELL PARISH HOUSING AUTHORITY
13	CATAHOULA PARISH POLICE JURY
14	CITY OF OPELOUSAS
15	CLAIBORNE PARISH POLICE JURY
16	CONCORDIA PARISH POLICE JURY
17	DESOTO PARISH EMS
18	DESOTO PARISH POLICE JURY
19	DESOTO PARISH TAX ASSESSOR
20	EAST BATON ROUGE PARISH CLERK OF COURT
21	East Baton Rouge Parish Drug Court Treatment Center
22	East Baton Rouge Parish Family Court
23	EAST CENTRAL BOSSIER PARISH FIRE DISTRICT #1
24	EAST FELICIANA PARISH SHERIFF OFFICE
25	FIRE PROTECTION DISTRICT NO 1 OF TENSAS PARISH
26	FRANKLIN ECONOMIC DEVELOPMENT FOUNDATION
27	GRANT PARISH POLICE JURY
28	GRANT PARISH POLICE JURY GAS DEPT.
29	GRANT PARISH SHERIFF
30	IBERIA PARISH GOVERNMENT
31	IBERVILLE PARISH COUNCIL

32	JACKSON PARISH POLICE JURY
33	JEFFERSON PARISH DISTRICT ATTORNEY
34	JEFFERSON PARISH GOVERMENT
35	LA SALLE PARISH POLICE JURY
36	LINCOLN PARISH LIBRARY
37	Livingston Council On Aging
38	MOREHOUSE PARISH POLICE JURY
39	ORLEANS PARISH CRIMINAL SHERIFFS OFFICE
40	OUACHITA MULTI-PURPOSE COMMUNITY ACTION PROGRAM, INC
41	OUACHITA PARISH POLICE JURY
42	OUACHITA PARISH POLICE JURY
43	PLAQUEMINES PARISH GOVERNMENT
44	POINTE COUPEE PARISH POLICE JURY
45	RAPIDES PARISH LIBRARY
46	RAPIDES PARISH POLICE JURY
47	RICHLAND PARISH LIBRARY
48	RICHLAND PARISH SHERIFF DEPARTMENT
49	SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION
50	ST JOHNS THE BAPTIST PARISH
51	ST TAMMANY FIRE DISTRICT 4
52	ST. BERNARD PARISH ADULT DRUG COURT
53	ST. CHARLES PARISH
54	St. Landry Parish Tourist Commission
55	ST. MARY PARISH GOVERNMENT
56	St. Mary Parish Recreation District #3
57	St. Tammany Parish Assessor
58	SULPHUR PARKS AND RECREATION
59	TANGIPAHOA MOSQUITO ABATEMENT DISTRICT
60	TENSAS PARISH POLICE JURY
61	THIRD JUDICIAL DISTRICT COURT
62	UNION PARISH HOMELAND SECURITY
63	WEBSTER PARISH POLICE JURY
64	WEST CARROLL PARISH SHERIFFS DEPT.
65	WEST FELICIANA COMMUNICATIONS DISTRICT
66	WINN PARISH DISTRICT ATTORNEY
67	WINN PARISH POLICE JURY
Registered Higher Education in LA	
1	Acadiana Technical College
2	CAMERON COLLEGE
3	CENTENARY COLLEGE OF LOUISIANA
4	COMPASS CAREER COLLEGE
5	DELGADO COMMUNITY COLLEGE
6	DILLARD UNIVERSITY
7	GRETNA CAREER COLLEGE
8	Kappa Kappa Gamma
9	LOUISIANA STATE UNIVERSITY
10	LOUISIANA TECHNICAL COLLEGE
11	LOYOLA UNIVERSITY OF NEW ORLEANS
12	LSUHSC - SHREVEPORT

13	NEW ORLEANS BAPTIST THEOLOGICAL SEMINARY
14	NOTRE DAME SEMINARY
15	OUR LADY OF HOLY CROSS COLLEGE
16	SOUTH LA COMMUNITY COLLEGE
17	SOUTHEASTERN LOUISIANA UNIVERSITY
18	SOUTHERN UNIVERSITY
19	sowela tech comm college
20	THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND
21	THE ART STATION
Registered K-12 in LA	
1	ACADEMY OF THE SACRED HEART
2	ACADIA PARISH SCHOOL BOARD
3	Advocacy for the Arts & Technology
4	Alexandria Country Day School
5	ARCHBISHOP RUMMEL HIGH SCHOOL
6	Archbishop Shaw High School
7	AVOYELLES PARISH SCHOOL BOARD
8	BEAUREGARD PARISH SCHOOL BOARD
9	Bogalusa School Board
10	BOSSIER PARISH SCHOOL BOARD
11	Bossier Parish School Board (BPSB)
12	Brother Martin High School
13	CADDO PARISH MAGNET HIGH SCHOOL
14	CADDO PARISH SCHOOLS
15	CALCASIEU PARISH SCHOOL SYSTEM
16	CATAHOULA PARISH SCHOOL BOARD
17	CATHOLIC HIGH SCHOOL
18	CATHOLIC OF POINTE COUPEE SCHOOL
19	Cedar Creek School
20	CENTRAL PRIVATE SCHOOL
21	CENTRAL SCHOOL CORP.
22	CHILDREN'S CHARTER MIDDLE SCHOOL
23	CLAIBORNE PARISH SCHOOL BOARD
24	DARBONNE WOODS CHARTER SCHOOL, INC.
25	DELHI CHARTER SCHOOL
26	DeSoto Parish School Board
27	DIOCESE OF LAFAYETTE
28	E.D. WHITE CATHOLIC HIGH
29	EAST CARROLL PARISH SCHOOL BOARD
30	EPISCOPAL HIGH SCHOOL OF BATON ROUGE
31	EXCELSIOR CHRISTIAN SCHOOL
32	GRACE LUTHERAN CHURCH AND EARLY CHILDHOOD CENTER
33	HOLY TRINITY LUTHERAN CHURCH AND SCHOOL
34	HOSANNA FIRST ASSEMBLY OF GOD
35	IBERVILLE PARISH SCHOOL BOARD
36	JACKSON PARISH SCHOOL BOARD
37	JEFFERSON DAVIS PARISH SCHOOL BOARD
38	JEFFERSON PARISH SCHOOL BOARD
39	JESUS THE GOOD SHEPHERD SCHOOL

40	LAFAYETTE PARISH SCHOOL SYSTEM
41	LaSalle Parish School District
42	LINCOLN PARISH SCHOOL BOARD
43	LITTLE ANGELS SCHOOL AND DAY CARE
44	LIVINGSTON PARISH PUBLIC SCHOOLS
45	LORANGER HIGH SCHOOL FOOTBALL
46	LSMSA
47	MADISON PARISH SCHOOL BOARD
48	MENTORSHIP ACADEMY
49	MONROE CITY SCHOOLS
50	MOREHOUSE PARISH SCHOOL BOARD
51	Morris Jeff Community School
52	NEWELLTON ELEMENTARY SCHOOL
53	NORTHEAST BAPTIST SCHOOL
54	OAK FOREST ACADEMY
55	OPELOUSAS CATHOLIC SCHOOL
56	Orleans Parish School Board
57	OUACHITA PARISH SCHOOL BOARD
58	Parkview Baptist
59	Parkview Baptist School
60	Parkview Elementary PTO
61	RAPIDES PARISH SCHOOL BOARD
62	Recovery School District
63	RICHLAND PARISH SCHOOL BOARD
64	RIVERSIDE ACADEMY
65	ST JOSEPH THE WORKER
66	ST LANDRY PARISH SCHOOL BOARD
67	ST MARY'S DOMINICAN HS
68	ST. AMANT HIGH SCHOOL
69	ST. AUGUSTINE HIGH SCHOOL
70	ST. BERNARD PARISH PUBLIC SCHOOL DISTRICT
71	St. Charles Parish Public Schools
72	ST. CLETUS SCHOOL
73	ST. DOMINIC SCHOOL
74	St. Edward School
75	ST. JOAN OF ARC SCHOOL
76	ST. JOHN ELEMENTARY/MIDDLE SCHOOL
77	ST. MARIA GORETTI CHURCH
78	ST. PIUS X SCHOOL
79	St.Mary Parish School Board
80	STATE DEPARTMENT OF EDUCATION
81	TANGIPAHOA PARISH SCHOOL SYSTEM
82	THE DUNHAM SCHOOL
83	UNION PARISH SCHOOL BOARD
84	Ursuline Academy of New Orleans
85	VERMILION PARISH SCHOOL BOARD
86	VERNON PARISH SCHOOL BOARD
87	VIDALIA JUNIOR HIGH SCHOOL
88	VISITATION OF OUR LADY CATHOLIC SCHOOL

89	WEST BATON ROUGE PARISH SCHOOL BOARD
90	WEST CARROLL PARISH SCHOOL BOARD
91	WESTMINSTER CHRISTIAN ACADEMY
92	WINN PARISH SCHOOL BOARD
Registered NonProfit and Other in LA	
1	A AND B NOTARY
2	ACI ST JOHN LLC
3	ADVOCACY CENTER FOR THE ELDERLY AND DISABLED, INC.
4	AGAPE LOVE
5	ALLEGIANCE HEALTH MANAGEMENT
6	AMERICAN CHILD DAY CARE CENTER
7	ANTIOCH BAPTIST CHURCH
8	APOSTOLIC DELIVERANCE U.P.C. INC.
9	ARCHDIOCESE OF NEW ORLEANS
10	ASSOCIATED PROFESSIONAL EDUCATORS OF LOUISIANA
11	AVOYELLES PROGRESS ACTION COMMITTEE, INC
12	BARKSDALE FEDERAL CREDIT UNION
13	BARKSDALE UNITED METHODIST CHURCH
14	Baton Rouge Children's Advocacy Center
15	Baton Rouge Soccer Association
16	Beginners Mind Inc
17	BENTON UNITED METHODIST CHURCH
18	Berean Church
19	BONITA ROAD BAPTIST CHURCH
20	BOOST FOUNDATION, INC.
21	BOSSIER CHAMBER OF COMMERCE
22	BOSSIER PARISH MAXIMUM SECURITY JAIL
23	BOY SCOUTS OF AMERICA
24	BROADMOOR CHRISTIAN CHURCH
25	Broadmoor Improvement Association
26	BROADMOOR PRESBYTERIAN CHURCH
27	BROADMOOR UNITED METHODIST PRESCHOOL
28	CAJUNDOME
29	CALLAWAY ENTERPRISES
30	CALVARY BAPTIST CHURCH
31	Capital Area Alliance for Homeless
32	CENLA AREA AGENCY ON AGING, INC.
33	CENLA COMMUNITY ACTION COMMITTEE, INC.
34	CENTRAL ASSEMBLY OG GOD
35	CENTRAL CITY EOC
36	CHILDREN'S HOSPITAL
37	CHITIMACHA TRIBE OF LOUISIANA
38	CHRISTVIEW CHRISTIAN CHURCH
39	Church United for Community Development
40	CITY OF FAITH PRISON MINISTRIES, INC.
41	COMITE BAPTIST CHURCH
42	COMMITTEE FOR PLAQUEMINES RECOVERY
43	COMMUNITY SUPPORT PROGRAMS, INC.
44	congregation temple sinai

45	COOK BAPTIST CHURCH
46	Cornerstone Church of Zachary Inc
47	CROSSPOINT BAPTIST CHURCH
48	CROSSROADS CHURCH
49	DEMCO
50	DESOTO PARISH LIBRARY
51	DISABLED VETERNS OF LA CHAPTER 4
52	Divine Touch Community development Center
53	EASTER SEALS LOUISIANA
54	ELDERCARE SUPPORT SERVICES
55	ELIZABETH BAPTIST CHURCH
56	EMMANUEL BAPTIST CHURCH
57	EMMANUEL BAPTIST CHURCH
58	EMMANUEL BAPTIST CHURCH
59	EMMANUEL MISSIONARY BAPTIST CHURCH
60	EVANGELINE BAPTIST CHURCH
61	FAITH TABERNACLE CHURCH
62	FAMILY MEDICAL CLINIC OF MER ROUGE
63	FAMILY RESOURCES OF NEW ORLEANS
64	FAMILY WORSHIP CENTER CHURCH INC
65	FIRST APOSTOLIC CHURCH
66	FIRST BAPTIST CHURCH
67	FIRST BAPTIST CHURCH
68	FIRST BAPTIST CHURCH
69	First Baptist Church
70	FIRST BAPTIST CHURCH COVINGTON
71	FIRST BAPTIST CHURCH RUSTON
72	FIRST CHURCH OF GOD IN OAK GROVE, INC.
73	FIRST UNITED METHODIST CHURCH
74	First United Methodist Church
75	First United Methodist Church of Slidell
76	FRANKLIN MEDICAL CENTER
77	FROM BONDAGE TO FREEDOM
78	Full Gospel Church
79	G B COOLEY SERVICES
80	Galilee Baptist Academy
81	Galvez Football Club Inc
82	GIBSON AREA HOSPITAL
83	GIRL SCOUTS OF LA - PINES TO GULF
84	Girls Scouts Louisiana East
85	Go Care
86	GOOD SAMARITANS OF FRANKLIN
87	Goodwill Industries
88	GRACE COMMUNITY CHURCH
89	GRACE EPISCOPAL CHURCH
90	GRACE LIFE FELLOWSHIP
91	GREATER ELIZABETH BAPTIST CHURCH
92	GREATER HOPE BAPTIST CHURCH
93	greater mount calvary baptist church

94	GREATER OUACHITA WATER COMPANY
95	GULF COAST HOUSING PARTNERSHIP
96	Habitat for Humanity St. Tammany West
97	HANDS ON NETWORK
98	HARVEST CHURCH
99	HAVEN NURSING CENTER, INC.
100	HAVEN REHABILITATION CENTER, INC.
101	HEALING PLACE CHURCH
102	Health Care Centers In Schools
103	HEBRON BAPTIST CHURCH
104	HOPEWELL BAPTIST CHURCH
105	HOSANNA LUTHERAN CHURCH
106	HOSPITAL SERVICE DISTRICT NO.1, D/B/A TRI-WARD
107	HOUSE OF RUTH, INC.
108	IBERIA MEDICAL CENTER
109	IBTS
110	IFA CHURCH
111	Ingleside United Methodist Church
112	ISTROUMA AREA COUNCIL OF BOY SCOUTS
113	JACKSON PARISH HOSPITAL
114	Jefferson Chamber of Commerce
115	jerico road episcopal housing initiative
116	JEWISH FEDERATION OF GREATER BATON ROUGE
117	K AND S CHILDHOOD DEVELOPMENT CENTER
118	KING OF KINGS EVANGELICAL LUTHERAN CHURCH
119	KIWANIS INTERNATIOINAL
120	LA ASSEMBLY OF THE CHURCH OF GOD
121	LA ASSOCIATION COMMUNITY ACTION PARTNERSHIPS
122	LA ONE CALL
123	Lafayette Habitat for Humanity
124	LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
125	LAFAYETTE TEEN COURT, INC
126	LAKE BETHLEHEM BAPTIST CHURCH
127	LAKESIDE BAPTIST CHURCH
128	LAKESIDE DAY CARE
129	LANE CHAPEL CME
130	LEWIS CME
131	LINCOLN GENERAL HOSPITAL
132	lisamaye fighting lupus and raising awareness
133	LITTLE THEATRE OF MONROE, INC.
134	LITTLE UNION BAPTIST CHURCH
135	LIVINGSTON PARISH CHAMBER OF COMMERCE
136	LIVINGSTON PARISH PRESIDENT-COUNCIL
137	LOD AND CAROL COOK CONFERENCE CENTER AND HOTEL
138	LOUIS INFANT CRISIS CENTER
139	LOUISIANA ASSOCIATION OF HEALTH PLANS
140	LOUISIANA DISTRICT ATTORNEYS ASSOCIATION
141	LOUISIANA FAMILY FORUM
142	LOUISIANA HEALTH CARE QUALITY FORUM

143	Louisiana Hemopheilia Foundation Inc
144	LOUISIANA REALTORS ASSOCIATION
145	LOUISIANA SPCA
146	Louisiana Workforce LLC
147	LOUISIANA HIGH SCHOOL ATHLETIC ASSOCIATION
148	MACEDONIA MISSIONS, INC.
149	MACON ECONOMIC OPPORTUNITY
150	MARION BAPTIST CHURCH
151	MARY BIRD CANCER CENTER
152	MCIO HEAD START
153	METRO/REGIONAL BUSINESS INCUBATOR
154	MEYERS MEMORIAL CHAPEL
155	MIRACLE PLACE CHURCH
156	MOREHOUSE GENERAL HOSPITAL
157	MORING STAR BAPTIST CHURCH
158	MOUNT CANAAN MISSIONARY BAPTIST CHURCH
159	MOUNT HERMON BAPTIST CHURCH
160	MT. PLEASANT COMMUNITY DEVELOPMENT CORP. INC.
161	MT. SINAI MBC
162	MT. VERNON BAPTIST CHURCH
163	MT. ZION CME CHURCH
164	MW PRINCE HALL MASONIC HALL TEMPLE
165	NALC BRANCH 136
166	NATIONAL SAFETY COUNCIL
167	Nativity of Our Lady Church
168	NEW BEGINNINGS CDC
169	NEW CHAPEL HILL BAPTIST CHURCH
170	NEW DAUGHTERS OF ZION MISSIONARY BAPTIST CHURCH IN
171	NEW GENERATIONS CHURCH OF MONROE, INC
172	NEW GREENWOOD BAPTIST CHURCH
173	new home ministries
174	NEW HORIZONS
175	New Orleans BioInnovation Center
176	NEW TABERNACLE BAPTIST CHURCH
177	NEW TESTAMENT UNITED PENTECOSTAL CHURCH
178	NORTH CADDO MEDICAL CENTER
179	NORTHWEST LOUISIANA LIONS EYE BANK
180	NSU CHILD AND FAMILY NETWORK
181	NWL TECHNICAL COLLEGE
182	ODYSSEY HOUSE LOUISIANA, INC.
183	OLIVE BRANCH BAPTIST CHURCH
184	OPEN DOOR BAPTIST CHURCH
185	Ouachita Baptist Church
186	Our Lady of Perpetual Help Catholic Church
187	OUR LADY OF PROMPT SUCCOR CHURCH
188	Our Lady of Victory
189	PARKVIEW BAPTIST CHURCH
190	PCPFHF
191	PCSS

192	PEACEFUL REST BAPTIST CHURCH
193	PENIEL BAPTIST CHURCH
194	PHILADELPHIA BAPTIST CHURCH
195	PINE BELT MULTI-PURPOSE COMMUNITY ACTION AGENCY
196	Plaquemines Community C.A.R.E. Center
197	PLEASANT VALLEY UNC
198	PLEASEAN HILL BAPTIST CHURCH
199	POLICE JURY ASSOCIATION OF LOUISIANA
200	PONCHATOULA AREA RECREATION DISTRICT NO.1
201	PRESBYTERIAN CHURCH OF RUSTON
202	Presbytery of South Louisiana - Project Homecoming
203	PRIDE COMMUNITY ASSOCIATION
204	RAPIDES PRIMARY HEALTH CARE CENTER
205	REPUBLICAN PARTY OF LA
206	RIDGE AVENUE BAPTIST CHURCH
207	ROMAN CATHOLIC CHURCH OF THE DIOCESE OF BATON ROUGE
208	SEEKER SPRINGS MINISTRY CENTER
209	Shell Robert Training & Conference Center
210	SHOWERS OF BLESSING MINISTRIES
211	SHREVEPORT ELECTRICAL HEALTH AND WELFARE FUND
212	SHREVEPORT REGIONAL ARTS COUNCIL
213	SOLOMON TEMPLE BAPTIST CHURCH
214	South Central Laborers
215	Southern Financial Exchange
216	Southern United Neighborhoods
217	SOUTHSIDE ECONOMIC DEVELOPMENT
218	ST PATRICK CHURCH
219	ST THOMAS AQUINAS CATHOLIC CHURCH
220	St. Agnes Catholic Church
221	ST. ALBAN'S CHAPEL
222	ST. ALOYSIUS CATHOLIC SCHOOL
223	ST. ANDREW PRESBYTERIAN CHURCH
224	ST. BERNARD PROJECT
225	ST. FRANCES XAVIER CABRINI CATHOLIC CHURCH
226	ST. FRANCIS DINER
227	ST. GEORGE CHURCH
228	ST. JEAN VIANNEY CHURCH
229	ST. JOHN THE BAPTIST CATHOLIC CHURCH
230	ST. JOHN THE BAPTIST CATHOLIC CHURCH
231	St. John the Baptist Parish Library
232	ST. MARY CAA, INC.
233	ST. MARY PARISH TOURIST COMMISSION
234	ST. MARYS BAPTIST CHURCH
235	ST. MICHAEL SPECIAL SCHOOL
236	ST. PAUL BAPTIST CHURCH
237	ST. PAULS UNITED METHODIST CHURCH
238	St. Peter Catholic Church
239	ST. REST BAPTIST CHURCH
240	ST.ANSELM CATHOLIC CHURCH

241	ST.MARY PARISH LIBRARY
242	STARLIGHT BAPTIST CHURCH
243	STEEPLE CHASE BAPTIST CHURCH
244	STERLINGTON HOLINESS TABERNACLE
245	SUMMER GROVE BAPTIST ACADEMY
246	SUMMER GROVE BAPTIST CHURCH
247	SWEETWATER BAPTIST CHURCH
248	The Arc Of Iberia
249	THE CELL COMMUNITY SCHOOL & RESOURCE CENTER
250	THE CHURCH OF THE LIVING GOD
251	THE FULLER CENTER FOR HOUSING OF NWLA
252	THE HARVEST
253	THE HOUSE OF FAITH HOPE AND CHARITY
254	THE SALVATION ARMY
255	THE SHREVEPORT-BOSSIER KOREAN PRESBYTERIAN CHURCH
256	THE SPIRIT OF FREEDOM MINISTRIES
257	THE WAY OF HOLINESS APOSTOLIC CHURCH
258	TOTAL COMMUNITY ACTION, INC.
259	TRAILBLAZER RESOURCE AND CONSERVATION AREA, INC.
260	TRINITY BAPTIST CHURCH
261	Trinity Episcopal Church
262	TRINITY LUTHERAN CHURCH
263	TRINITY WORSHIP CENTER
264	Tulane Hillel
265	Union Community Action, Association
266	UNION COUNCIL ON AGING
267	UNION SPRINGS MBC
268	UNITECH TRAINING ACADEMY
269	UNITED AUTO WORKERS UNION
270	UNITED CEREBAL PALSY OF GREATER NEW ORLEANS, INC
271	UNITED METHODIST HOPE MINISTRIES
272	UNITED WAY OF NORTHEAST LOUISIANA, INC.
273	UNITED WAY OF NW LOUISIANA
274	UNITY FOR THE HOMELESS,INC.
275	UNIVERSITY CHURCH OF CHRIST
276	UPWARD BOUND MINISTRIES, INC.
277	URBAN IMPACT MINISTRIES
278	VERMILION PARISH WATERWORKS DISTRICT NO.1
279	VERNON COMMUNITY ACTION COUNCIL, INC.
280	Volunteers of America Greater Baton Rouge, Inc.
281	VOLUNTEERS OF AMERICA OF GREATER NEW ORLEANS
282	Volunteers of America of North Louisiana
283	WEST BATON ROUGE CHAMBER OF COMMERCE
284	WEST BATON ROUGE PARISH POLICE JURY
285	WEST BATON ROUGE S/O WORK RELEASE
286	WEST JEFFERSON MEDICAL CENTER
287	WILLIAMS MEMORIAL CME
288	WILLIS-KNIGHTON FEDERAL CREDIT UNION
289	Wisner Foundation

290	WORD OF LIFE MINISTRIES
291	WORKFORCE INVESTMENT BOARD SDA-83
292	YMCA OF SHREVEPORT, LA
Registered Special/Independent in LA	
1	BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS
2	BOSSIER PARISH COMMUNICATIONS DISTRICT NO. 1
3	CAPITAL AREA LEGAL SERVICES CORP
4	LAFAYETTE AIRPORT COMMISSION
5	NEW ORLEANS REGIONAL BUSINESS PARK
6	POVERTY POINT RESERVOIR DISTRICT
7	ST. GEORGE FIRE PROTECTION DISTRICT NO.2
8	ST. TAMMANY PARISH FIRE PROTECTION DISTRICT NO. 3
9	UNIVERSITY HOUSE@ACADIANA
Registered State Agencies in LA	
1	18TH JDC-ALVIN BATISTE, JR JUDGE
2	26 TH JUDICIAL COURT
3	26TH JUDICIAL DISTRICT PUBLIC DEFENDER
4	C.A.S.S.E.
5	COLUMBIA DEVELOPMENT CENTER
6	CONCEALED HANDGUN PERMIT UNIT
7	Covington Housing Authority
8	DCFS/CW/WEST JEFFERSON
9	Department of Children and Family Services/Child Welfare/West Jefferso
10	DEPARTMENT OF REVENUE/LOUISIANA
11	DEPT OF CULTURE RECREATION AND TOURISM
12	DHH-OFFICE OF PUBLIC HEALTH
13	ELAYN HUNT CORRECTIONAL CENTER
14	FLETCHER TECHNICAL COMMUNITY COLLEGE
15	HAMMOND DEVELOPMENTAL CENTER
16	HOUMA-TERREBONNE HOUSING AUTHORITY
17	LA DEPT OF WILDLIFE AND FISHERIES
18	LA OFFICE OF STATE PARKS
19	LA RESEARCH PARK CORPORATION
20	LA SHERIFFS PENSION AND RELIEF FUND
21	LA State Board Of Medical Examiners
22	LA. DIVISION OF ADMINISTRATION
23	Leonard J Chabert Medical Center
24	LINCOLN COUNCIL ON THE AGING
25	Louisiana Board of Barbers Examiners
26	LOUISIANA BOARD OF CHIROPRACTIC EXAMINERS
27	LOUISIANA DEPARTMENT OF STATE
28	LOUISIANA HOUSING FINANCE AGENCY
29	LOUISIANA STATE GOV. BIDS
30	LOUISIANA TECH UNIVERSITY
31	LSU AGCENTER EXTENSION SERVICE OFFICE
32	LSU Bogalusa Medical
33	lsu health systems
34	LSUHSC/E.A. CONWAY MEDICAL CENTER
35	METROPOLITAN DEVELOPMENTAL CENTER

36	MHSD/CHARTRES-PONTCHARTRAIN BEHAVIOR HEALTH CENTER
37	Orleans Parish Communication District
38	Richland Parish Tax Assessors office
39	Ruston Housing Authority
40	SPECIAL EDUCATION DISTRICT NO.1 OF LAFOURCHE
41	State of Louisiana Office of Legislative Auditor
42	Tahgipahoa Parish Sheriff's Office
43	THE SPRINGS OF RECOVERY ADOLESCENT PROGRAM
44	VERNON WORKFORCE CENTER

EXHIBIT 7**ARRA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS**

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

- 1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.*
- 2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government, State of Arizona, and the Participating Public Agency. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.*

AVAILABILITY OF FUNDING

Contractor/Grantee agrees that programs supported with temporary federal funds made available from the Recovery Act may not be continued with Participating Public Agency financed appropriations once the temporary federal funds are expended.

BUY AMERICA REQUIREMENT

Contractor/Grantee agrees that pursuant to Section 1605 of Title XV of the Recovery Act, neither Contractor/Grantee or its subcontractors/subgrantees will use Recovery Act funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. This requirement shall be applied unless the use of alternative materials has been approved by a federal agency pursuant to Section 1605.

CONFLICTING REQUIREMENTS

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with Participating Public Agency requirements, the Recovery Act requirements shall control.

FALSE CLAIMS ACT

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

ENFORCEABILITY

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

INSPECTION OF RECORDS

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or

ARRA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

employee of Contractor/Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

JOB POSTING REQUIREMENTS

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

PROHIBITION ON USE OF RECOVERY ACT FUNDS

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

REPORTING REQUIREMENTS

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

- a. The total amount of Recovery Act funds received by Contractor/Grantee during the Reporting Period;
- b. The amount of Recovery Act funds that were expended or obligated during the Reporting Period;
- c. A detailed list of all projects or activities for which Recovery Act funds were expending or obligated, including:
 - i. the name of the project or activity;
 - ii. a description of the project or activity;
 - iii. an evaluation of the completion status of the project or activity; and
 - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
- d. For any subcontracts or subgrants equal to or greater than \$25,000:
 - i. The name of the entity receiving the subaward;
 - ii. The amount of the subaward;
 - iii. The transaction type;
 - iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
 - v. Program source;
 - vi. An award title descriptive of the purpose of each funding action;
 - vii. The location of the entity receiving the subaward;
 - viii. The primary location of the subaward, including the city, state, congressional district and country; and
 - ix. A unique identifier of the entity receiving the sub-award and the parent entity of Contractor/Grantee, should the entity be owned by another.
 - x. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.

ARRA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

- e. For any subcontracts or subgrants of less than \$25,000 or to individuals, the information required in d may be reported in the aggregate and requires the certification of an authorized officer of Contractor/Grantee that the information contained in the report is accurate.
- f. Any other information reasonably requested by the Participating Public Agency or required by state or federal law or regulation. Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the Recovery Act, are pending review by the federal government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1, 2009), and are to be provided online at www.FederalReporting.gov.

SEGREGATION OF FUNDS

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

SUBCONTRACTOR REQUIREMENTS

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

WAGE REQUIREMENTS

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

WHISTLEBLOWER PROTECTION

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

EXHIBIT 8**FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS**

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

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
 - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental
 - f. Protection Agency regulations (40 CFR part 15); and
 - g. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the University and be disposed of in accordance with

University policy. The University, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - i. The copyright in any work developed under a grant or contract; and
 - ii. Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as University deems necessary, Contractor shall permit University, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or University makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

EXHIBIT 9



(DRAFT CONTRACT)

CONTRACT PURSUANT TO RFP

SERIAL 11143-RFP

This Contract is entered into this ____ day of _____, 20__ by and between Maricopa County (“Participating Public Agency”), a political subdivision of the State of Arizona, and _____, a ___ corporation (“Contractor”) for the purchase of _____ services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the day of _____, 2012 and ending the day of _____, 20__.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County’s sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for fee adjustments must be submitted sixty (60) days prior to the current Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit “A.”
- 3.2 Payment shall be made upon the County’s receipt of a properly completed invoice.

3.3 INVOICES:

3.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number

- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Description of service provided
- Pricing per unit of service
- Extended price
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but

not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 **INSURANCE REQUIREMENTS:**

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents,

representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 Workers' Compensation.

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Certificates of Insurance.

6.2.11.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.11.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.11.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.4 INSPECTION OF SERVICES:

6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

6.4.4.2 Terminate the Contract for default.

6.5 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

6.6 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

6.7 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

6.8 REQUIREMENTS CONTRACT:

- 6.8.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.
- 6.8.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.
- 6.8.3 Purchase orders will be cancelled in writing.

6.9 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.10 TERMINATION FOR DEFAULT:

- 6.10.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 6.10.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.
- 6.10.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.
- 6.10.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.12 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.13 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.14 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.15 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

6.17 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.17.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.17.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.18 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.19 ALTERNATIVE DISPUTE RESOLUTION:

6.19.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.19.1.1 Render a decision;

6.19.1.2 Notify the parties that the exhibits are available for retrieval; and

6.19.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.19.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.19.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.20 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.21 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other

party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.22 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.23.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

6.24.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

6.24.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 CONTRACTOR LICENSE REQUIREMENT:

6.25.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all

governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the County of any and all changes concerning permits, insurance or licenses.

6.25.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.26 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 6.26.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
- 6.26.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 6.26.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 6.26.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 6.26.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 6.26.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.
- 6.26.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.27 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.28 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.29 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.30 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.30.1 Attachment A, Vendor Payment Information

6.30.2 Attachments B, C and D, Pricing

6.30.3 Attachment B, Scope of Work;

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

LEGAL COUNSEL

DATE

EXHIBIT 10

COUNTY HOLIDAYS

NEW YEAR'S DAY

CIVIL RIGHTS DAY

PRESIDENT'S DAY

MEMORIAL DAY

INDEPENDENCE DAY

LABOR DAY

COLUMBUS DAY

VETERAN'S DAY

THANKSGIVING DAY

CHRISTMAS DAY