



NOTICE OF SOLICITATION 13120-RFP



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



REQUEST FOR PROPOSAL FOR: ORACLE PRODUCTS, SERVICES AND SOLUTIONS

Notice is hereby given sealed proposals will be received by the Maricopa County Office of Procurement Services, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M.** Arizona time on **December 20, 2013** for the furnishing of the following products for Maricopa County. Proposals will be opened by the 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 Maricopa County Office of Procurement Services, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked "SERIAL 13120--RFP REQUEST FOR PROPOSAL FOR ORACLE PRODUCTS, SERVICES AND SOLUTIONS."

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/procurement/default.aspx> ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED
BY THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES

DIRECT ALL INQUIRIES TO:

STEVE DAHLE
PROCUREMENT OFFICER
TELEPHONE: (602) 506-3450
EMAIL: sdahle@mail.maricopa.gov

THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON THURSDAY, NOVEMBER 21 AT 9:00 A.M. ARIZONA TIME, AT THE MARICOPA COUNTY ELECTIONS OFFICE (LARGE CONFERENCE ROOM), 320 WEST LINCOLN STREET, 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/procurement/solicitation.aspx>

TABLE OF CONTENTS

INTRODUCTION AND BACKGROUND

SECTIONS:

- 1.0 INTRODUCTION, BACKGROUND AND INTENT
- 2.0 SCOPE OF WORK/REQUIREMENTS
- 3.0 SPECIAL TERMS & CONDITIONS

ATTACHMENTS:

- ATTACHMENT A PRICING
- ATTACHMENT B AGREEMENT/SIGNATURE PAGE
- ATTACHMENT C REFERENCES
- ATTACHMENT D SUPPLIER QUALIFICATIONS
COMMITMENTS
U.S. COMMUNITIES ADMINISTRATION AGREEMENT
SUPPLIER WORKSHEET
NEW SUPPLIER IMPLEMENTATION CHECKLIST

EXHIBITS:

- EXHIBIT 1 CONTRACTOR REGISTRATION PROCEDURES
- EXHIBIT 2 LETTER OF TRANSMITTAL SAMPLE
- EXHIBIT 3 MASTER INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT (MICPA)
- EXHIBIT 4 ADMINISTRATION AGREEMENT
- EXHIBIT 5 DRAFT CONTRACT
- EXHIBIT 6 SALES REPORTING FORMAT
- EXHIBIT 7 STATE NOTICE ADDENDUM
- EXHIBIT 8 FEMA STANDARD TERMS AND CONDITIONS ADDENDUM
- EXHIBIT 9 COMMUNITY DEVELOPMENT BLOCK GRANT
ADDENDUM
- EXHIBIT 10 MARICOPA COUNTY CONTRACTORS TRAVEL POLICY

INVITATION FOR BID FOR: ORACLE PRODUCTS, SERVICES AND SOLUTIONS

1.0 INTRODUCTION AND BACKGROUND

1.1 MASTER AGREEMENT

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 line of Oracle Products, Services and Solutions (herein “Products and Services”).

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

1.2 OBJECTIVES

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

1.3 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

- 1.3.1 **Oracle Products, Services and Solutions:** Offerors are to propose the broadest possible selection of Oracle Products, Services and Solutions they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, the Offerors should have demonstrated experience in providing the Products, Services and Solutions as defined in this RFP, including but not limited to:
- 1.3.2 **Applications:** Customer Experience, Enterprise Performance Management, Enterprise Resource Planning, Human Capital Management, Supply Change Management, and any other Applications offered by Supplier.
- 1.3.3 **Database:** Oracle Database, Real Application Clusters, Data Warehousing, Data Security, MYSQL, Berkeley Database, TimeTen in memory Database, and any other Database Products and Services offered by Supplier.
- 1.3.4 **Engineered Systems:** Big Data Appliance, Exadata Database Machine, Exalogic Elastic Cloud, Exalytics in-memory Machine, Database Appliance, Oracle Super Cluster, Oracle Virtual Compute Appliance, Sun, and any other Engineered Systems offered by Supplier.
- 1.3.5 **Enterprise Management:** Cloud Management, Application Management, Database Management, Middleware Management, Hardware and Virtualization Management,

Heterogeneous Management, Lifecycle Management and any other Enterprise Management offered by Supplier.

1.3.6 Java

1.3.7 Middleware: Cloud Application Foundation, Data Integration, Business Analytics, Identity Management, Service-Oriented Architecture, Business Process Management, WebCenter, WebLogic, and any other Middleware offered by Supplier.

1.3.8 Operating Systems: Oracle Solaris, Oracle Linux and any other Operating Systems offered by Supplier.

1.3.9 Server, Storage and Networking: SPARC, Oracle SuperCluster, X86, Blade, Netra, SAN Storage, NAS Storage, Tape Storage, Networking and Data Center Fabric Products and any other Server, Storage, and Networking products/services available from Supplier.

1.3.10 Virtualization: Oracle VM for X86, VM for SPARC, Virtual Desktop and other Virtualization available from Supplier.

1.3.11 Services: Consulting, Training, Financing, Cloud Based Services and Hosting and any other Support Services available from Supplier.

1.3.12 Related Products, Services and Solutions: Any related Oracle Products, Services and Solutions available from Supplier.

1.4 U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality 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.

1.4.1 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").

1.4.2 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

North Carolina State University, NC
City of Los Angeles, CA
Cobb County, GA
Denver Public Schools, CO
Fresno Unified School District, CA
Fairfax County, VA

Port of Portland, OR
City of Houston, TX
Los Angeles County, CA
Maricopa County, AZ
Miami-Dade County, FL
City of Seattle, WA

Harford County Public Schools, MD
City of Kansas City, MO
Collier County Public Schools, FL
City of Chicago, IL
Hennepin County, MN
Salem-Keizer School District, OR
City of San Antonio, TX

Great Valley School District, PA
Auburn University, AL
Orange County, NY
Emory University, GA
City and County of Denver, CO
San Diego Unified School District, CA

1.4.3 Participating Public Agencies

Today more than 57,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.3 Billion Dollars in products and services annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

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

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 3.

1.4.4 Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Maricopa County and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2012 purchased more than \$135 Million Dollars of products and services from existing U.S. Communities contracts.

1.4.5 Marketing Support

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

National Sponsors as referenced above.

State Associations of Counties, Schools and Municipal Leagues.

Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.

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

1.4.6 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.

1.4.7 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.

1.5 INTENT:

This solicitation is to establish a nationwide purchasing agreement for the acquisition of Oracle products, services and solutions, including but not limited to, Applications, Database, Engineered Systems, Enterprise Management, Java, Middleware, Operating Systems, Server, Storage, Networking, Virtualization and any other services including consulting and other support services. The category descriptive examples in Section 2.2 are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category.

The intent is for each Proposer to submit its complete Oracle offering so that Participating Public Agencies may order a wide array of products and services as appropriate for their needs.

Other governmental entities under agreement with the County may have access to products or services provided hereunder (see Sections 2.17 and Exhibit 3, MICPA.)

The 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

The 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.

2.0 CONTRACT REQUIREMENTS:

2.1 Mandatory Qualifications:

To be eligible for this contract any proposer shall meet the following:

2.1.1 Be an Oracle Diamond or Platinum Partner; and meet the following: Include confirmation from Oracle's Government Resell Programs Group that they are authorized to create a contract with Oracle offerings, a member of the Oracle Network, have the required Full Use Distribution Agreement and Public Sector Addendum and offer multiple lines of Oracle products and services."

- 2.1.2 Represent, sell and service all the Oracle Products listed below (Section 2.2);
- 2.1.3 Be able to service local governments, states, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations;
- 2.1.4 Have the resources to work with multiple entities at the same time;
- 2.1.5 Throughout the life of this contract, the successful Offeror will maintain expertise, resources and capabilities to:
 - 2.1.5.1 Provide commercial hardware, software, services and solutions as ordered under the task order;
 - 2.1.5.2 Perform consulting, assessment, design, integration, installation and managed Services/Solutions at the task order level;
 - 2.1.5.3 Perform a wide range of professional, technical support and engineering Services/Solutions to support the mission and objectives of Maricopa County and Participating Public Agencies as authorized buyers of this contract;
 - 2.1.5.4 Provide maintenance support Services/Solutions;
 - 2.1.5.5 Provide ancillary support (logistics support, etc.) relating to provisions of the above-listed products and Services/Solutions;
 - 2.1.5.6 Provide project management support for each deliverable under the contract; and
 - 2.1.5.7 Provide project specific and overall contract performance reporting, as required.

2.2 PRODUCTS AND SERVICES REQUIRED:

2.2.1 Applications

- 2.2.1.1 Customer Experience
- 2.2.1.2 Enterprise Performance Management
- 2.2.1.3 Human Capital Management
- 2.2.1.4 Supply Change Management
- 2.2.1.5 Other Applications available from Offeror

2.2.2 Database

- 2.2.2.1 Oracle Database
- 2.2.2.2 Real Application Clusters
- 2.2.2.3 Data Warehousing
- 2.2.2.4 Data Security
- 2.2.2.5 MYSQL
- 2.2.2.6 Berkeley Database
- 2.2.2.7 TimeTen in Memory Database
- 2.2.2.8 Other Database Products and Services available from Offeror

2.2.3 Engineered Systems

- 2.2.3.1 Big Data Appliance
- 2.2.3.2 Exadata Database Machine
- 2.2.3.3 Exalogic Elastic Cloud
- 2.2.3.4 Exalytics in-memory Machine

- 2.2.3.5 Database Appliance
- 2.2.3.6 Oracle Super Cluster
- 2.2.3.7 Oracle Virtual Compute Appliance
- 2.2.3.8 Sun
- 2.2.3.9 Other Engineered Systems available from Offeror

2.2.4 **Enterprise Management**

- 2.2.4.1 Cloud Management
- 2.2.4.2 Application Management
- 2.2.4.3 Database Management
- 2.2.4.4 Middleware Management
- 2.2.4.5 Hardware and Virtualization Management
- 2.2.4.6 Heterogeneous Management
- 2.2.4.7 Lifecycle Management
- 2.2.4.8 Other Enterprise Management available from Offeror

2.2.5 **Java**

2.2.6 **Middleware**

- 2.2.6.1 Cloud Application Foundation
- 2.2.6.2 Data Integration
- 2.2.6.3 Business Analytics
- 2.2.6.4 Identity Management
- 2.2.6.5 Service-Oriented Architecture
- 2.2.6.6 WebCenter
- 2.2.6.7 WebLogic
- 2.2.6.8 Other Middleware available from Offeror

2.2.7 **Operating Systems**

- 2.2.7.1 Oracle Solaris
- 2.2.7.2 Oracle Linux
- 2.2.7.3 Other Operating Systems available from Offeror

2.2.8 **Server, Storage and Networking**

- 2.2.8.1 SPARC
- 2.2.8.2 Oracle SuperCluster
- 2.2.8.3 X86
- 2.2.8.4 Blade
- 2.2.8.5 Netra
- 2.2.8.6 SAN Storage
- 2.2.8.7 NAS Storage
- 2.2.8.8 Tape Storage
- 2.2.8.9 Networking and Data Center Fabric Products
- 2.2.8.10 Other Server, Storage and Networking products/services available from Offeror

2.2.9 **Virtualization**

- 2.2.9.1 Oracle VM for X86
- 2.2.9.2 Oracle VM for SPARC
- 2.2.9.3 Oracle Virtual Desktop
- 2.2.9.4 Other Virtualization available from Offeror

2.2.10 **Services**

- 2.2.10.1 Consulting

- 2.2.10.2 Training
- 2.2.10.3 Financing
- 2.2.10.4 Cloud Based Services and Hosting
- 2.2.10.5 Other Support Services available from Offeror

2.2.11 Any **related Oracle Products, Services and Solutions** available from Offeror

2.3 STAFF EXPERIENCE:

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

2.3.2 Describe the credentials of staff and how they are certified and trained to provide the products and services required in paragraph 2.2 for Participating Public Agencies.

2.3.3 Describe the number and type of staff your company proposes to service this contract, i.e. technical, service, training, executive support, etc., and your hiring practices for such positions for Participating Public Agencies.

2.3.4 Describe your methodology for training Participating Public Agency end users.

2.3.5 Describe your experience with managing major government projects.

2.4 PACKAGING/PACKING:

Unless otherwise stated, commercial packages and packing, suitable for the type, size, and kind of product, commonly used in the industry for the purpose, so constructed as to ensure acceptance and safe delivery, at the lowest rate, to the point of delivery specified in the bid document is acceptable.

2.5 SHIPPING CHARGES:

2.5.1 Shipping costs will be borne by the Contractor. FOB: Destination.

2.5.2 Exceptions to normal shipping charges:

Expedited freight will be pre-paid by the Contractor and added to invoice if the normal shipping schedule does not meet County requirements. These requirements will be made in writing to the contractor.

2.6 DELIVERY:

2.6.1 Delivery shall be made within 48 hours ARO.

2.6.2 Exceptions to delivery schedule will be special order items that must be identified.

2.6.3 Maricopa County reserves the right to obtain material on the open market in the event Contractors fail to make delivery and charge any price differential to the Contractor.

2.7 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.8 TRAINING:

The Contractor shall provide a minimum of (To be determined for each Task Order) to completely train County personnel in the use and care of the equipment.

2.9 WARRANTY:

The minimum warranty shall be 90-days, or the manufacturers' warranty, whichever is greater. Warranty replacement shall be done at no additional cost to the County. This includes *special order* or *non-stock* parts. Freight charges, transportation charges, etc. are all incurred by the Contractor. The effective date on all warranties shall commence upon the date of installation.

Contractor shall respond to all warranty requests within 24-hours of notification.

2.10 ACCEPTANCE: For Customer's Initial purchase of each Equipment and Software product. Licensor shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base server(s) and/or personal computer(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Licensor published electronic documentation, ("Specifications"). The Test Period shall be for 90 days. If Customer has not given Licensor a written deficiency statement specifying how the Equipment or Software fails to meet the Specification ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Licensor shall have 30 days to correct the deficiency, and the Customer shall have an additional 60 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Licensor may terminate this Contract. Upon any such termination, Customer shall return all Equipment and Software to Licensor, and Licensor shall refund any monies paid by Customer to Licensor therefore. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

2.11 RETURN POLICY:

The Bidders shall state their return policy, time limitations, or restocking charges (if any) for such returns. Products will not be accepted in damaged or broken/unsealed packages. Credit memos shall be issued, in accordance with the Contractor's return policy. If a restocking charge is applied, the credit memo must reflect the full credit amount of each item returned and the restocking charge shall be a separate line.

2.12 EXPEDITED DELIVERY:

2.12.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the County.

2.12.2 The County shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

2.12.3 Upon receipt of material(s) and invoicing, the County shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The County shall retain all documents related to these costs within the agency purchase file.

2.13 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 2.13.1 Contract Serial number.
- 2.13.2 Contractor's name and address.
- 2.13.3 Using Agency name and address.
- 2.13.4 Using Agency purchase order number.
- 2.13.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.14 USAGE REPORT:

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

2.15 INVOICES AND PAYMENTS:

2.15.1 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
- Bill-to name and contact information
- Contract Serial Number
- Purchase order number
- Invoice number and date
- Payment terms
- Date of service
- Quantity
- Description of Purchase (product, service)
- Pricing per unit
- Extended price
- Total Amount Due

2.15.2 Problems regarding billing or invoicing shall be directed to the participating public agency as listed on the Purchase Order.

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

2.15.4 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.

2.16 TAX: (SERVICES)

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

2.17 TAX: (COMMODITIES)

Tax shall not be levied against labor or Services. Sales/use tax will be determined by County. Tax will not be used in determine low price.

2.18 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County 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 County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

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 County 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 County'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 Office of Procurement Services of the County'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:

Pricing discounts based off the Contractor's current published catalog pricing are permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date. Any requests for other reasonable adjustments to catalog category discounts shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts offered by category, County shall issue written approval of the changes.

Should a Contractor publish catalogs more frequently than once annually, the catalog in place at time of Contract award shall be considered as the annual publication for price adjustment considerations.

3.4 INDEMNIFICATION:

3.4.1 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.

3.4.2 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.

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

3.5 INSURANCE:

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 B++. 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.

3.5.2 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.

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

3.5.4 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.

3.5.5 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.

3.5.6 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.

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

3.5.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, 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.

3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 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.

3.5.10 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 \$2,000,000 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.

3.5.11 Workers' Compensation:

3.5.11.1 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 \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

3.5.11.2 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.

3.5.12 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

3.5.13 Certificates of Insurance.

3.5.13.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with valid and complete 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.

3.5.13.2 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.

3.5.13.3 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.

3.5.14 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.

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

- 3.6.1 In accordance with section MCI 371 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.
- 3.6.2 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.
- 3.6.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

3.7 PROCUREMENT CARD ORDERING CAPABILITY:

County 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 maybe considered non-responsive and not eligible for award consideration.

3.8 ORDERING AUTHORITY.

- 3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Office of Procurement Services, or by a Certified Agency Procurement Aid (CAPA).
- 3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.
- 3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.9 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.

3.10 TERMINATION FOR DEFAULT:

3.10.1 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.

3.10.2 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.

3.10.3 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.

3.10.4 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.

3.11 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.12 ADDITIONS/DELETIONS OF SERVICE:

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

3.12.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

3.13 SUBCONTRACTING:

3.13.1 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 County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.13.2 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 County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.14 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

3.15 SCHEDULE OF EVENTS:

Request for Proposals Issued: **October 24, 2013**

Pre-Proposal Conference: **November 21, 2013**

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: **December 20, 2013**

Deadline for submission of proposals is 2:00 P.M., Arizona Time, on **DECEMBER 20, 2013**. All proposals must be received before 2:00 P.M., Arizona Time, on the above date at the Maricopa County Office of Procurement Services, 320 West Lincoln Street, Phoenix, Arizona 85003.

Proposed review of Proposals and short list decision: **January 17, 2014**

Proposed Respondent presentations: (if required) **January 28, 2014**

Proposed selection and negotiation: **January 29, 2014**

Proposed Best & Final (if required) **February 6, 2014**

Proposed award of Contract: **March 1, 2014**

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

3.16 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003

Administrative telephone inquiries shall be addressed to:

Steve Dahle, Procurement Officer, 602/506-3450
Sdahle@mail.maricopa.gov

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

3.17 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents shall provide their proposals in accordance with Section 3.16 as follows:

- 3.17.1 Two (2) original hardcopies of all proposal documents.
- 3.17.2 Two (2) CD's or flash drives providing all proposal documents in Word, Excel (Attachment A) and then the entire proposal document in PDF format.
- 3.17.3 Eight (8) CD's or flash drives providing the entire proposal in PDF format only.
- 3.17.4 Respondents shall address proposals identified with return address, serial number and title in the following manner:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003

SERIAL 13120-RFP, ORACLE PRODUCTS, SERVICES AND SOLUTIONS

- 3.17.5 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.

3.18 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of 13120-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 13120-RFP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL 13120-RFP," shall be considered invalid and void and of no contractual significance.**

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

3.19 GENERAL CONTENT:

- 3.19.1 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.
- 3.19.2 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.

3.20 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 limited to 200 pages, single sided, 10 point font type).

- 3.20.1 Table of Contents
- 3.20.2 Letter of Transmittal (Exhibit 2) and Signature Page (Attachment B)

An officer authorized to bind the Supplier to the terms and conditions of this RFP must sign the Letter of Transmittal.

- 3.20.3 Executive Summary – This section shall contain an outline of the general approach utilized in the proposal.

It should also indicate the principal or officer of the Supplier organization who will be the County’s primary point of contact during the evaluation process. This individual must have the authority to clarify and/or negotiate all aspects on the scope of services and provisions on behalf of the Supplier.

- 3.20.4 Offeror Profile – The Offeror must provide a profile of its organization and all other companies who will be providing services through a dealer, distribution or subcontractor arrangement with the Offeror. At a minimum, the Offeror will provide the following information.

- 3.20.4.1 Name of firm submitting the proposal
- 3.20.4.2 Main office address
- 3.20.4.3 If a corporation, when and where incorporated
- 3.20.4.4 List and dba’s
- 3.20.4.5 Number of years in business
- 3.20.4.6 Total number of employees
- 3.20.4.7 If joint venture or prime/subcontractor relationship, articulate how the relationship would work and describe how Offeror would ensure County issues purchase orders and receives invoices from one company.

- 3.20.5 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.

- 3.20.6 Qualifications – This section shall describe the respondent’s ability and experience related to the programs and services proposed. Describe respondent’s ability to meet or exceed the Mandatory Qualifications in Paragraph 2.1 of this Request for Proposal.

Local Staffing Plan: 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.

Proposer shall include a copy of its End User License Agreement (EULA).

Signed proof from Oracle that they meet the Mandatory requirement from Section 2.1.1.

- 3.20.7 Proposal exceptions

- 3.20.8 Attachment A (Pricing)

- 3.20.9 Attachment B, (Signed)

- 3.20.10 References (Attachment C)

- 3.20.11 USC Requirements Response (Attachment D), including the following.

- 3.20.11.1 Completed and signed Supplier Qualification Worksheet for National Program Consideration
- 3.20.11.2 Supplier Qualifications, Offeror must include a narrative of its understanding and acceptance of the Supplier Commitments.
- 3.20.11.3 Supplier Information.

3.20.11.4 Exhibit 4 – Administration Agreement signed, unaltered

3.21 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Evaluation Committee shall be appointed, chaired by the Procurement Officer to evaluate each Proposal. At the County'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:

- 3.21.1 Proven experience of the firm's success in providing Oracle products, services and solutions on a nationwide basis in a timely manner. Including Depth of response to PROPOSAL and QUALIFICATIONS of work as outlined in Section 2 (SCOPE) of this Solicitation.
- 3.21.2 Depth of response to USC SUPPLIER WORKSHEET and SUPPLIER INFORMATION Attachment D.
- 3.21.3 Product Price Analysis (ATTACHMENT A)
- 3.21.4 Products and services offerings. Provide a complete listing and description of all products and services offered, including any related products and services

3.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

- 3.22.1 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:
 - 3.21.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 3.21.2 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;
 - 3.21.3 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
 - 3.21.4 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.
 - 3.21.5 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
 - 3.21.6 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.

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

3.23.1 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.

3.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.22.1 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.

3.24 CONTRACTOR LICENSE REQUIREMENT:

3.24.1 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 Management and the using agency of any and all changes concerning permits, insurance or licenses.

3.24.2 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.

3.25 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

3.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

3.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

3.26 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

3.27 POST AWARD MEETING:

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

ATTACHMENT A

PRICING

SEE EXCEL FILE 13120-ATTACHMENT A PRICING

ATTACHMENT B

AGREEMENT

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County 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 County 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.

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 C

RESPONDENT'S REFERENCES

RESPONDENT FIRM SUBMITTING PROPOSAL: _____

Provide references of Public Agencies where products or services of similar size and scope have been performed in the last 12 months. If additional space is required, provide on a separate sheet.

- 1. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____
DOLLAR VALUE _____
- 2. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____
DOLLAR VALUE _____
- 3. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____
DOLLAR VALUE _____
- 4. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____
DOLLAR VALUE _____
- 5. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____
DOLLAR VALUE _____

ATTACHMENT D

(USC SUPPLIER QUALIFICATIONS RESPONSE)

SEE WORD DOCUMENT 13120-ATTACHMENT D

EXHIBIT 1

CONTRACTOR REGISTRATION PROCEDURES

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

Register On-line at <https://www.bidsync.com>

Select Free Registration. 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 County
Office of Procurement Services
320 West Lincoln Street
Phoenix, Arizona 85003-2494

Re: RFP Number – 13120-RFP

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

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
(MICPA)

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 4

ADMINISTRATION AGREEMENT

(This Exhibit needs to be completed and signed and included with Attachment D).

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

RECITALS

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

ARTICLE II

TERM OF AGREEMENT

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

ARTICLE III

REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), Association of School Business Officials (ASBO) and National Institute of Governmental Purchasing (NIGP) (collectively, the

“Founding Co-Sponsors”) and individual state-level sponsors. In addition, the U.S. Communities staff shall enhance Supplier’s marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and by providing online tools to Supplier’s sales force.

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

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

(a) Corporate Commitment.

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

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

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

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

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

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

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities

program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

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

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

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

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

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

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

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that

for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

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

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

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

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

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

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

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

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

logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

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

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

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

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

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

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

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

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

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S. 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. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all

Administrative Fees received from Supplier to help offset Lead Public Agency’s costs incurred in connection with managing the Master Agreement nationally.

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

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

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

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

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

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.

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 5

DRAFT CONTRACT

SEE WORD DUCUMENT 13120-EXHIBIT 5

EXHIBIT 6

SALES REPORT FORMAT

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2012	2	5	318.00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.00
SALES REPORT DATA FORMAT													
Column Name	Required	Data Type	Length	Example	Comment								
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.								
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below								
Account No.	Optional	Text	25 max		Depends on supplier account no.								
Agency Name	Yes	Text	255 max	Los Angeles County									
Dept Name	Optional	Text	255 max	Purchasing Dept									
Address	Yes	Text	255 max										
City	Yes	Text	255 max	Los Angeles	Must be a valid City name								
State	Yes	Text	2	CA									
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code								
Agency Type	Yes	Number	2	30	See Agency Type Table Below								
Year	Yes	Number	4	2010									
Qtr	Yes	Number	1	4									
Month	Yes	Number	2	12									
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas								
Agency Type Table													
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												
40	Federal												
41	Crown Corporations												
50	Housing Authority												
80	State Agency												
81	Independent Special District												
82	Non-Profit												
84	Other												

EXHIBIT 7

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 Washington

State: HI	Hawi
Account Type: HI Counties, Cities, Colleges	Hickam AFB
Hawaii County	Hilo
Honolulu County	Holualoa
Kauai County	Honaunau
Maui County	Honokaa
Kalawao County	Honolulu
Aiea	Honomu
Anahola	Hoolehua
Barbers Point N A S	Kaaawa
Camp H M Smith	Kahuku
Captain Cook	Kahului
Eleele	Kailua
Ewa Beach	Kailua Kona
Fort Shafter	Kalaheo
Haiku	Kalaupapa
Hakalau	Kamuela
Haleiwa	Kaneohe
Hana	Kapaa
Hanalei	Kapaau
Hanamaulu	Kapolei
Hanapepe	Kaumakani
Hauula	Kaunakakai
Hawaii National Park	Kawela Bay
Hawaiian Ocean View	Keaau
	Kealakekua
	Kealia
	Keauhou

Kekaha
Kihei
Kilauea
Koloa
Kualapuu
Kula
Kunia
Kurtistown
Lahaina
Laie
Lanai City
Laupahoehoe
Lawai
Lihue
M C B H Kaneohe Bay
Makawao
Makaweli
Maunaloa
Mililani
Mountain View
Naalehu
Ninole
Ocean View
Ookala
Paauhau
Paauilo
Pahala
Pahoa
Paia
Papaaloa
Papaikou
Pearl City
Pearl Harbor
Pepeekeo
Princeville
Pukalani
Puunene
Schofield Barracks
Tripler Army Medical Center
Volvano
Wahiawa
Waialua
Waianae
Waikoloa
Wailuku
Waimanalo
Waimea

Waipahu
Wake Island
Wheeler Army Airfield
Brigham Young University - Hawaii
Chaminade University of Honolulu
Hawaii Business College
Hawaii Pacific University
Hawaii Technology Institute
Heald College - Honolulu
Remington College - Honolulu Campus
University of Phoenix - Hawaii
Campus
Hawaii Community College
Honolulu Community College
Kapiolani Community College
Kauai Community College
Leeward Community College
Maui Community College
University of Hawaii at Hilo
University of Hawaii at Manoa
Windward Community College

AgencyName

State: HI (106 records)

Account Type: K-12 (13 records)

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

Account Type: County (3 records)

BOARD OF WATER SUPPLY
 MAUI COUNTY COUNCIL
 Honolulu Fire Department

Account Type: Non-Profit (61 records)

Naalehu Assembly of God
 University of the Nations
 outrigger canoe club
 One Kalakaua
 Native Hawaiian Hospitality Association
 St. Theresa School
 Hawaii Peace and Justice
 Kauai Youth Basketball Association
 NA HALE O MAUI
 LEEWARD HABITAT FOR HUMANITY
 WAIANAE COMMUNITY OUTREACH
 NA LEI ALOHA FOUNDATION
 HAWAII FAMILY LAW CLINIC DBA ALA
 KUOLA
 BUILDING INDUSTRY ASSOCIATION OF
 HAWAII
 UNIVERSITY OF HAWAII FEDERAL
 CREDIT UNION
 LANAKILA REHABILITATION CENTER
 INC.
 POLYNESIAN CULTURAL CENTER

CTR FOR CULTURAL AND TECH
 INTERCHNG BETW EAST AND WEST
 BISHOP MUSEUM
 ALOCHOLIC REHABILITATION SVS OF HI
 INC DBA HINA MAUKA
 ASSOSIATION OF OWNERS OF KUKUI
 PLAZA
 MAUI ECONOMIC DEVELOPMENT BOARD
 NETWORK ENTERPRISES, INC.
 HONOLULU HABITAT FOR HUMANITY
 ALOHACARE
 ORI ANUENUE HALE, INC.
 IUPAT, DISTRICT COUNCIL 50
 GOODWILL INDUSTRIES OF HAWAII, INC.
 HAROLD K.L. CASTLE FOUNDATION
 MAUI ECONOMIC OPPORTUNITY, INC.
 EAH, INC.
 PARTNERS IN DEVELOPMENT
 FOUNDATION
 HABITAT FOR HUMANITY MAUI
 W. M. KECK OBSERVATORY
 HAWAII EMPLOYERS COUNCIL
 HAWAII STATE FCU
 MAUI COUNTY FCU
 PUNAHOU SCHOOL
 YMCA OF HONOLULU
 EASTER SEALS HAWAII
 AMERICAN LUNG ASSOCIATION
 Hawaii Area Committee
 St. Francis Medical Center
 READ TO ME INTERNATIONAL
 FOUNDATION
 MAUI FAMILY YMCA
 WAILUKU FEDERAL CREDIT UNION
 ST. THERESA CHURCH
 HALE MAHAOLU
 Hawaii Island Humane Society
 First United Methodist Church
 AOO Royal Capitol Plaza
 MARINE SURF WAIKIKI, INC.
 Hawaii Health Connector
 Hawaii Carpenters Market Recovery Program
 Fund
 Puu Heleakala Community Association
 Saint Louis School
 Kailua Racquet Club, Ltd.
 Homewise Inc.
 Hawaii Baptist Academy

prod test kindly ignore HI - DP
Kroc Center Hawaii

Account Type: College and University (7 records)

ARGOSY UNIVERSITY
HAWAII PACIFIC UNIVERSITY
UNIVERSITY OF HAWAII AT MANOA
RESEARCH CORPORATION OF THE
UNIVERSITY OF HAWAII
BRIGHAM YOUNG UNIVERSITY - HAWAII
University Clinical Research and Association
CHAMINADE UNIVERSITY OF HONOLULU

Account Type: Other (5 records)

Hawaii Information Consortium
TURTLE BAY RESORT GOLF CLUB
Leeward Community Church
Queen Emma Gardens AOA

Account Type: City (1 record)

COUNTY OF MAUI

Account Type: Community College (2 records)

Honolulu Community College
COLLEGE OF THE MARSHALL ISLANDS

Account Type: State Agency (11 records)

DOT Airports Division Hilo International
Airport
Judiciary - State of Hawaii
STATE OF HAWAII, DEPT. OF EDUCATION
ADMIN. SERVICES OFFICE
SOH- JUDICIARY CONTRACTS AND
PURCH
STATE DEPARTMENT OF DEFENSE
HAWAII CHILD SUPPORT ENFORCEMENT
AGENCY
HAWAII HEALTH SYSTEMS
CORPORATION
HAWAII AGRICULTURE RESEARCH
CENTER
STATE OF HAWAII
Third Judicial Circuit - State of Hawaii

Account Type: Consolidated City/County (1 record)

CITY AND COUNTY OF HONOLULU

Account Type: Federal (2 records)

US Navy
Defense Information System Agency

State: OR (1,048 records)

Account Type: K-12 (197 records)

VALLEY CATHOLIC SCHL
Bethel School District #52
St. Therese Parish/School
Portland YouthBuilders
Wallowa County ESD
Fern Ridge School District 28J
MOLALLA RIVER ACADEMY
HIGH DESERT EDUCATION SERVICE
DISTRICT
SOUTHWEST CHARTER SCHOOL
WHITEAKER MONTESSORI SCHOOL
CASCADES ACADEMY OF CENTRAL
OREGON
NEAH-KAH-NIE DISTRICT NO.56
INTER MOUNTAIN ESD
STANFIELD SCHOOL DISTRICT
LA GRANDE SCHOOL DISTRICT
CASCADE SCHOOL DISTRICT
DUFUR SCHOOL DISTRICT NO.29
hillsboro school district
GASTON SCHOOL DISTRICT 511J
BEAVERTON SCHOOL DISTRICT
COUNTY OF YAMHILL SCHOOL DISTRICT
29
WILLAMINA SCHOOL DISTRICT
MCMINNVILLE SCHOOL DISTRICT NO.40
Sheridan School District 48J
THE CATLIN GABEL SCHOOL
NORTH WASCO CTY SCHOOL DISTRICT
21 - CHENOWITH
CENTRAL CATHOLIC HIGH SCHOOL
CANYONVILLE CHRISTIAN ACADEMY
GEN CONF OF SDA CHURCH WESTERN
OR
PORTLAND ADVENTIST ACADEMY
OUR LADY OF THE LAKE SCHOOL
NYSSA SCHOOL DISTRICT NO. 26
ARLINGTON SCHOOL DISTRICT NO. 3
LIVINGSTONE ADVENTIST ACADEMY

Santiam Canyon SD 129J	DISTRICT
WEST HILLS COMMUNITY CHURCH	MOLALLA RIVER SCHOOL DISTRICT
BANKS SCHOOL DISTRICT	NO.35
WILLAMETTE EDUCATION SERVICE	ESTACADA SCHOOL DISTRICT NO.108
DISTRICT	GLADSTONE SCHOOL DISTRICT
BAKER COUNTY SCHOOL DIST. 16J -	ASTORIA SCHOOL DISTRICT 1C
MALHEUR ESD	SEASIDE SCHOOL DISTRICT 10
HARNEY EDUCATION SERVICE DISTRICT	NORTHWEST REGIONAL EDUCATION
GREATER ALBANY PUBLIC SCHOOL	SERVICE DISTRICT
DISTRICT	VERNONIA SCHOOL DISTRICT 47J
LAKE OSWEGO SCHOOL DISTRICT 7J	SOUTH COAST EDUCATION SERVICE
SOUTHERN OREGON EDUCATION	DISTRICT
SERVICE DISTRICT	COOS BAY SCHOOL DISTRICT NO.9
SILVER FALLS SCHOOL DISTRICT	COOS BAY SCHOOL DISTRICT
St Helens School District	NORTH BEND SCHOOL DISTRICT 13
DAYTON SCHOOL DISTRICT NO.8	COQUILLE SCHOOL DISTRICT 8
Amity School District 4-J	MYRTLE POINT SCHOOL DISTRICT NO.41
SCAPPOOSE SCHOOL DISTRICT 1J	BANDON SCHOOL DISTRICT
REEDSPORT SCHOOL DISTRICT	BROOKING HARBOR SCHOOL DISTRICT
FOREST GROVE SCHOOL DISTRICT	NO.17-C
DAVID DOUGLAS SCHOOL DISTRICT	REDMOND SCHOOL DISTRICT
LOWELL SCHOOL DISTRICT NO.71	DESCHUTES COUNTY SD NO.6 - SISTERS
TIGARD-TUALATIN SCHOOL DISTRICT	SD
SHERWOOD SCHOOL DISTRICT 88J	DOUGLAS EDUCATION SERVICE
RAINIER SCHOOL DISTRICT	DISTRICT
NORTH CLACKAMAS SCHOOL DISTRICT	ROSEBURG PUBLIC SCHOOLS
MONROE SCHOOL DISTRICT NO.1J	GLIDE SCHOOL DISTRICT NO.12
CHILDPEACE MONTESSORI	SOUTH UMPQUA SCHOOL DISTRICT #19
HEAD START OF LANE COUNTY	YONCALLA SCHOOL DISTRICT NO.32
HARNEY COUNTY SCHOOL DIST. NO.3	ELKTON SCHOOL DISTRICT NO.34
NESTUCCA VALLEY SCHOOL DISTRICT	DOUGLAS COUNTY SCHOOL DISTRICT
NO.101	116
ARCHBISHOP FRANCIS NORBERT	HOOD RIVER COUNTY SCHOOL DISTRICT
BLANCHET SCHOOL	PHOENIX-TALENT SCHOOL DISTRICT
LEBANON COMMUNITY SCHOOLS NO.9	NO.4
MT.SCOTT LEARNING CENTERS	CENTRAL POINT SCHOOL DISTRICT NO. 6
SEVEN PEAKS SCHOOL	JACKSON CO SCHOOL DIST NO.9
DE LA SALLE N CATHOLIC HS	ROGUE RIVER SCHOOL DISTRICT NO.35
MULTISENSORY LEARNING ACADEMY	MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL	CULVER SCHOOL DISTRICT NO.
REALMS CHARTER SCHOOL	JEFFERSON COUNTY SCHOOL DISTRICT
BAKER SCHOOL DISTRICT 5-J	509-J
PHILOMATH SCHOOL DISTRICT	GRANTS PASS SCHOOL DISTRICT 7
CLACKAMAS EDUCATION SERVICE	LOST RIVER JR/SR HIGH SCHOOL
DISTRICT	KLAMATH FALLS CITY SCHOOLS
CANBY SCHOOL DISTRICT	LANE COUNTY SCHOOL DISTRICT 4J
OREGON TRAIL SCHOOL DISTRICT NO.46	SPRINGFIELD SCHOOL DISTRICT NO.19
WEST LINN WILSONVILLE SCHOOL	CRESWELL SCHOOL DISTRICT

SOUTH LANE SCHOOL DISTRICT 45J3
 LANE COUNTY SCHOOL DISTRICT 69
 SIUSLAW SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 LINN CO. SCHOOL DIST. 95C - SCIO SD
 ONTARIO MIDDLE SCHOOL
 GERVAIS SCHOOL DIST. #1
 NORTH SANTIAM SCHOOL DISTRICT 29J
 JEFFERSON SCHOOL DISTRICT
 SALEM-KEIZER PUBLIC SCHOOLS
 MT. ANGEL SCHOOL DISTRICT NO.91
 MARION COUNTY SCHOOL DISTRICT 103
 - WASHINGTON ES
 MORROW COUNTY SCHOOL DISTRICT
 MULTNOMAH EDUCATION SERVICE
 DISTRICT
 GRESHAM-BARLOW SCHOOL DISTRICT
 DALLAS SCHOOL DISTRICT NO. 2
 CENTRAL SCHOOL DISTRICT 13J
 St. Mary Catholic School
 CROSSROADS CHRISTIAN SCHOOL
 ST. ANTHONY SCHOOL
 HERITAGE CHRISTIAN SCHOOL
 BEND-LA PINE SCHOOL DISTRICT
 GLENDALE SCHOOL DISTRICT
 LINCOLN COUNTY SCHOOL DISTRICT
 PORTLAND PUBLIC SCHOOLS
 REYNOLDS SCHOOL DISTRICT
 CENTENNIAL SCHOOL DISTRICT
 NOBEL LEARNING COMMUNITIES
 St. Stephen's Academy
 Salem-Keizer 24J
 McKay High School
 Pine Eagle Charter School
 Waldo Middle School
 hermiston school district
 Clear Creek Middle School
 Marist High School
 Victory Academy
 Vale School District No. 84
 St. Mary School
 Junction City High School
 Three Rivers School District
 Pedee School
 Fern Ridge School District
 Ppmc Education Committee
 JESUIT HIGH SCHL EXEC OFC
 LASALLE HIGH SCHOOL

Southwest Christian School
 Stayton Christian School
 Willamette Christian School
 Westside Christian High School
 CS LEWIS ACADEMY
 Portland America School
 Forest Hills Lutheran School
 Sunrise Preschool
 Mosier Community School
 Koreducators Lep High
 Warrenton Hammond School District
 Sutherlin School District
 Malheur Elementary School District
 Ontario School District
 Parkrose School District 3
 Riverdale School District 51J
 Tillamook School District
 Trinity Lutheran Church and School
 Siletz Valley School
 Madeleine School
 South Columbia Family School
 Helix School District
 Corvallis School District 509J
 Falls City School District #57
 Portland Christian Schools
 Muddy Creek Charter School
 Yamhill Carlton School District
 ABIQUA SCHL
 Imbler School District #11
 monument school
 St. Paul School District
 L'Etoiile French Immersion School
 Marist Catholic High School
 Ukiah School District 80R
 North Powder Charter School
 French American School
 Mastery Learning Institute
 North Lake School District 14

Account Type: County (44 records)

GILLIAM COUNTY OREGON
 HOUSING AUTHORITY OF CLACKAMAS
 COUNTY
 UMATILLA COUNTY, OREGON
 MULTNOMAH LAW LIBRARY
 clackamas county
 CLATSOP COUNTY

COLUMBIA COUNTY, OREGON
 coos county
 CROOK COUNTY ROAD DEPARTMENT
 CURRY COUNTY OREGON
 DESCHUTES COUNTY
 GILLIAM COUNTY
 GRANT COUNTY, OREGON
 HARNEY COUNTY SHERIFFS OFFICE
 HOOD RIVER COUNTY
 jackson county
 josephine county
 klamath county
 LANE COUNTY
 LINN COUNTY
 MARION COUNTY , SALEM, OREGON
 MULTNOMAH COUNTY
 SHERMAN COUNTY
 WASCO COUNTY
 YAMHILL COUNTY
 WALLOWA COUNTY
 ASSOCIATION OF OREGON COUNTIES
 NAMI LANE COUNTY
 BENTON COUNTY
 DOUGLAS COUNTY
 JEFFERSON COUNTY
 LAKE COUNTY
 LINCOLN COUNTY
 POLK COUNTY
 UNION COUNTY
 WASHINGTON COUNTY
 MORROW COUNTY
 NORCOR Juvenile Detention
 Tillamook County Estuary
 Job Council
 Mckenzie Personnel Services
 Columbia Basin Care Facility
 BAKER CNTY GOVT
 TILLAMOOK CNTY

Account Type: Non-Profit (453 records)

Mt Emily Safe Center
 Salem First Presbyterian Church
 Rolling Hills Baptist Church
 Baker Elks
 Gates Community Church of Christ
 PIP Corps LLC
 Turtle Ridge Wildlife Center

Grande Ronde Model Watershed Foundation
 Western Environmental Law Center
 Mercy Flights, Inc.
 HHoly Trinity Greek Orthodox Cathedral
 MECOP Inc.
 Beaverton Christians Church
 Oregon Humanities
 St. Pius X School
 Community Connection of Northeast Oregon,
 Inc.
 Living Opportunities, Inc.
 Coos Art Museum
 OETC
 Blanchet House of Hospitality
 Merchants Exchange of Portland, Oregon
 Coalition for a Livable Future
 Central Oregon Visitors Association
 Soroptimist International of Gold Beach, OR
 Real Life Christian Church
 Delphian School
 AVON
 Human Solutions, Inc.
 The Wallace Medical Concern
 Boys & Girls Club of Salem, Marion & Polk
 Counties
 The Ross Ragland Theater and Cultural Center
 Cascade Health Solutions
 Umpqua Community Health Center
 ALZHEIMERS NETWORK OF OREGON
 NATIONAL WILD TURKEY FEDERATION
 TILLAMOOK ESTUARIES PARTNERSHIP
 LIFEWORKS NW
 COLLEGE HOUSING NORTHWEST
 PARALYZED VETERANS OF AMERICA
 Independent Development Enterprise Alliance
 MID-WILLAMETTE VALLEY COMMUNITY
 ACTION AGENCY, INC
 HALFWAY HOUSE SERVICES, INC.
 REDMOND PROFICIENCY ACADEMY
 OHSU FOUNDATION
 SHELTERCARE
 PRINGLE CREEK SUSTAINABLE LIVING
 CENTER
 PACIFIC INSTITUTES FOR RESEARCH
 Mental Health for Children, Inc.
 The Dreaming Zebra Foundation
 LAUREL HILL CENTER
 THE OREGON COMMUNITY FOUNDATION

OCHIN
WE CARE OREGON
SE WORKS
ENTERPRISE FOR EMPLOYMENT AND
EDUCATION
OMNIMEDIX INSTITUTE
PORTLAND BUSINESS ALLIANCE
GATEWAY TO COLLEGE NATIONAL
NETWORK
FOUNDATIONS FOR A BETTER OREGON
GOAL ONE COALITION
ATHENA LIBRARY FRIENDS
ASSOCIATION
Coastal Family Health Center
CENTER FOR COMMUNITY CHANGE
STAND FOR CHILDREN
ST. VINCENT DEPAUL OF LANE COUNTY
EAST SIDE FOURSQUARE CHURCH
CORVALLIS MOUNTAIN RESCUE UNIT
InventSuccess
SHERIDAN JAPANESE SCHOOL
FOUNDATION
MOSAIC CHURCH
HOUSING AUTHORITY OF LINCOLN
COUNTY
RENEWABLE NORTHWEST PROJECT
INTERNATIONAL SUSTAINABLE
DEVELOPMENT FOUNDATION
CONSERVATION BIOLOGY INSTITUTE
THE NATIONAL ASSOCIATION OF CREDIT
MANAGEMENT-OREGON, INC.
BLACHLY LANE ELECTRIC
COOPERATIVE
MORNING STAR MISSIONARY BAPTIST
CHURCH
NORTHWEST FOOD PROCESSORS
ASSOCIATION
INDEPENDENT INSURANCE AGENTS AND
BROKERS OF OREGON
OREGON EDUCATION ASSOCIATION
HEARING AND SPEECH INSTITUTE INC
SALEM ELECTRIC
MORRISON CHILD AND FAMILY
SERVICES
JUNIOR ACHIEVEMENT
CENTRAL BIBLE CHURCH
MID COLUMBIA MEDICAL CENTER-
GREAT 'N SMALL

TRILLIUM FAMILY SERVICES, INC.
YWCA SALEM
PORTLAND ART MUSEUM
SAINT JAMES CATHOLIC CHURCH
SOUTHERN OREGON HUMANE SOCIETY
VOLUNTEERS OF AMERICA OREGON
CENTRAL DOUGLAS COUNTY FAMILY
YMCA
METROPOLITAN FAMILY SERVICE
OREGON MUSUEM OF SCIENCE AND
INDUSTRY
FIRST UNITARIAN CHURCH
ST. ANTHONY CHURCH
Good Shepherd Medical Center
Salem Academy
ST VINCENT DE PAUL
OUTSIDE IN
UNITED CEREBRAL PALSY OF OR AND
SW WA
WILLAMETTE VIEW INC.
PORTLAND HABILITATION CENTER, INC.
OREGON STATE UNIVERSITY ALUMNI
ASSOCIATION
ROSE VILLA, INC.
NORTHWEST LINE JOINT
APPRENTICESHIP & TRAINING
COMMITTEE
BOYS AND GIRLS CLUBS OF PORTLAND
METROPOLITAN AREA
Oregon Research Institute
WILLAMETTE LUTHERAN HOMES, INC
LANE MEMORIAL BLOOD BANK
PORTLAND JEWISH ACADEMY
LANECO FEDERAL CREDIT UNION
GRANT PARK CHURCH
ST. MARYS OF MEDFORD, INC.
US CONFERENCE OF MENONNITE
BRETHREN CHURCHES
FAITHFUL SAVIOR MINISTRIES
OREGON CITY CHURCH OF THE
NAZARENE
OREGON COAST COMMUNITY ACTION
NORTHWEST REGIONAL EDUCATIONAL
LABORATORY
COMMUNITY ACTION TEAM, INC.
EUGENE SYMPHONY ASSOCIATION, INC.
STAR OF HOPE ACTIVITY CENTER INC.
SPARC ENTERPRISES

SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
SALEM ALLIANCE CHURCH
Lane Council of Governments
FORD FAMILY FOUNDATION
TRAILS CLUB
NEWBERG FRIENDS CHURCH
WOODBURN AREA CHAMBER OF COMMERCE
CONTEMPORARY CRAFTS MUSEUM AND GALLERY
CITY BIBLE CHURCH
OREGON LIONS SIGHT & HEARING FOUNDATION
PORTLAND WOMENS CRISIS LINE
THE SALVATION ARMY - CASCADE DIVISION
WILLAMETTE FAMILY
WHITE BIRD CLINIC
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
HOUSING NORTHWEST
OREGON ENVIRONMENTAL COUNCIL
LOAVES & FISHES CENTERS, INC.
FAITH CENTER
Bob Belloni Ranch, Inc.
GOOD SHEPHERD COMMUNITIES
SACRED HEART CATHOLIC DAUGHTERS
HELP NOW! ADVOCACY CENTER
TENAS ILLAHEE CHILDCARE CENTER
SUNRISE ENTERPRISES
LOOKING GLASS YOUTH AND FAMILY SERVICES
SERENITY LANE
EAST HILL CHURCH
LA GRANDE UNITED METHODIST CHURCH
COAST REHABILITATION SERVICES
Edwards Center Inc
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
NEW HOPE COMMUNITY CHURCH
KLAMATH HOUSING AUTHORITY
QUADRIPLIGICS UNITED AGAINST DEPENDENCY, INC.
SPONSORS, INC.

COLUMBIA COMMUNITY MENTAL HEALTH
ADDICTIONS RECOVERY CENTER, INC
METRO HOME SAFETY REPAIR PROGRAM
OREGON SUPPORTED LIVING PROGRAM
SOUTH COAST HOSPICE, INC.
ALLFOURONE/CRESTVIEW CONFERENCE CTR.
The International School
REBUILDING TOGETHER - PORTLAND INC.
PENDLETON ACADEMIES
PACIFIC FISHERY MANAGEMENT COUNCIL
DOGS FOR THE DEAF, INC.
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
EMMAUS CHRISTIAN SCHOOL
DELIGHT VALLEY CHURCH OF CHRIST
SAINT CATHERINE OF SIENA CHURCH
PORT CITY DEVELOPMENT CENTER
VIRGINIA GARCIA MEMORIAL HEALTH CENTER
CENTRAL CITY CONCERN
CANBY FOURSQUARE CHURCH
EMERALD PUD
VERMONT HILLS FAMILY LIFE CENTER
BENTON HOSPICE SERVICE
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
COMMUNITY CANCER CENTER
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
CASCADIA BEHAVIORAL HEALTHCARE
WILD SALMON CENTER
BROAD BASE PROGRAMS INC.
SUNNYSIDE FOURSQUARE CHURCH
TRAINING EMPLOYMENT CONSORTIUM
RELEVANT LIFE CHURCH
211INFO
SONRISE CHURCH
LIVING WAY FELLOWSHIP
Women's Safety & Resource Center
SEXUAL ASSAULT RESOURCE CENTER
IRCO
NORTHWEST YOUTH CORPS
TILLAMOOK CNTY WOMENS CRISIS CENTER

SECURITY FIRST CHILD DEVELOPMENT
CENTER
CLASSROOM LAW PROJECT
YOUTH GUIDANCE ASSOC.
PREGNANCY RESOUCE CENTERS OF
GRETER PORTLAND
ELMIRA CHURCH OF CHRIST
JASPER MOUNTAIN
ACUMENTRA HEALTH
WORKSYSTEMS INC
COVENANT CHRISTIAN HOOD RIVER
OREGON DONOR PROGRAM
NAMI OREGON
OLIVET BAPTIST CHURCH
SILVERTON AREA COMMUNITY AID
CONFEDERATED TRIBES OF GRAND
RONDE
CENTRAL OREGON COMMUNITY ACTION
AGENCY NETWORK
CATHOLIC COMMUNITY SERVICES
NEW AVENUES FOR YOUTH INC
LA CLINICA DEL CARINO FAMILY
HEALTH CARE CENTER
DECISION SCIENCE RESEARCH
INSTITUTE, INC.
WESTERN STATES CENTER
HIV ALLIANCE, INC
PARTNERSHIPS IN COMMUNITY LIVING,
INC.
FANCONI ANEMIA RESEARCH FUND INC.
BLIND ENTERPRISES OF OREGON
OREGON BALLET THEATRE
SMART
All God's Children International
FARMWORKER HOUISNG DEV CORP
UMPQUA COMMUNITY DEVELOPMENT
CORPORATION
REGIONAL ARTS AND CULTURE
COUNCIL
THE EARLY EDUCATION PROGRAM, INC.
MACDONALD CENTER
EVERGREEN AVIATION MUSEUM AND
CAP. MICHAEL KING.
SELF ENHANCEMENT INC.
FRIENDS OF THE CHILDREN
SOUTH LANE FAMILY NURSERY DBA
FAMILY RELIEF NURSE
COMMUNITY VETERINARY CENTER

PORTLAND SCHOOLS FOUNDATION
SUSTAINABLE NORTHWEST
OREGON DEATH WITH DIGNITY
BIRCH COMMUNITY SERVICES, INC.
BAY AREA FIRST STEP, INC.
OSLC COMMUNITY PROGRAMS
EN AVANT, INC.
ASHLAND COMMUNITY HOSPITAL
NORTHWEST ENERGY EFFICIENCY
ALLIANCE
BONNEVILLE ENVIRONMENTAL
FOUNDATION
SUMMIT VIEW COVENANT CHURCH
SALMON-SAFE INC.
BETHEL CHURCH OF GOD
PROVIDENCE HOOD RIVER MEMORIAL
HOSPITAL
SAINT ANDREW NATIVITY SCHOOL
BARLOW YOUTH FOOTBALL
SPOTLIGHT THEATRE OF PLEASANT HILL
FAMILIES FIRST OF GRANT COUNTY, INC.
TOUCHSTONE PARENT ORGANIZATION
CANCER CARE RESOURCES
CASCADIA REGION GREEN BUILDING
COUNCIL
SHERMAN DEVELOPMENT LEAGUE, INC.
SCIENCEWORKS
WORD OF LIFE COMMUNITY CHURCH
SOCIAL VENTURE PARTNERS PORTLAND
OREGON PROGRESS FORUM
CENTER FOR RESEARCH TO PRACTICE
WESTERN RIVERS CONSERVANCY
UNITED WAY OF THE COLUMBIA
WILLAMETTE
EUGENE BALLET COMPANY
EAST WEST MINISTRIES INTERNATIONAL
SISKIYOU INITIATIVE
EDUCATIONAL POLICY IMPROVEMENT
CENTER
North Pacific District of Foursquare Churches
CATHOLIC CHARITIES
FIRST CHURCH OF THE NAZARENE
WESTSIDE BAPTIST CHURCH
Little Promises Chlildren's Program
UNION GOSPEL MISSION
GRACE BAPTIST CHURCH
COMMUNITY ACTION ORGANIZATION
OUTSIDE IN

MAKING MEMORIES BREAST CANCER
 FOUNDATION, INC.
 ELAW
 COMMUNITY HEALTH CENTER, INC
 Greater Portland INC
 Boys & Girls Club of Corvallis
 Southeast Uplift Neighborhood Coalition
 First United Presbyterian Church
 PDX Wildlife
 Jackson-Josephine 4-C Council
 Childswork Learning Center
 New Artists Performing Arts Productions, Inc.
 Relief Nursery
 Viking Sal Senior Center
 Boys and Girls Club of the rogue valley
 DrupalCon Inc., DBA Drupal Association
 Albany Partnership for Housing and Community
 Development
 Dress for Success Oregon
 Beaverton Rock Creek Foursquare Church
 St Paul Catholic Church
 St Mary's Catholic School and Parish
 Polk Soil and Water Conservation District
 Street Ministry
 La Grande Church of the Nazarene
 Spruce Villa, Inc.
 House of Prayer for All Nations
 Sacred Heart Catholic Church
 African American Health Coaliton, Inc.
 Happy Canyon Company
 Village Home Education Resource Center
 Monet's Children's Circle
 Cascade Housing Association
 Dayspring Fellowship
 Northwest Habitat Institute
 First Baptist Church
 The Nature Conservancy, Willamette Valley
 Field Office
 Portland Community Reinvestment Initiatives,
 Inc.
 GeerCrest Farm & Historical Society
 College United Methodist Church
 NEDCO
 Salem Evangelical Church
 Daystar Education, Inc.
 Oregon Social Learning Center
 Pain Society of Oregon
 environmental law alliance worldwide

Community in Action
 Safe Harbors
 Pacific Classical Ballet
 Depaul Industries
 African American Health Coalition
 Ministerio International Casa
 Jesus Prayer Book
 Workforce Northwest Inc
 Coalition Of Community Health
 New Paradise Worship Center
 River Network
 CCI Enterprises Inc
 Oregon Nurses Association
 GOODWILL INDUSTRIES OF THE
 COLUMBIA WILLAMETTE
 Mount Angel Abbey
 YMCA OF ASHLAND
 YMCA OF COLUMBIA-WILLAMETTE
 ASSOCIATION SERVICES
 Multnomah Law Library
 Friends Of Tryon Creek State P
 Ontrack Inc.
 Calvin Presbyterian Church
 HOLT INTL CHILD
 St John The Baptist Catholic
 Portland Foursquare Church
 Portland Christian Center
 Church Extension Plan
 Occu Afghanistan Relief Effort
 EUGENE FAMILY YMCA
 Christ The King Parish and School
 Congregation Neveh Shalom
 Newberg Christian Church
 First United Methodist Church
 Zion Lutheran Church
 Hoodview Christian Church
 Southwest Bible Church
 Community Works Inc
 Masonic Lodge Pearl 66
 Molalla Nazarene Church
 Transition Projects, Inc
 St Michaels Episcopal Church
 Saint Johns Catholich Church
 Access Inc
 Step Forward Activities Inc
 Lane Arts Council
 Community Learning Center
 Old Mill Center for Children and Families

Sunny Oaks Inc
 Little Flower Development Center
 Hospice Center Bend La Pine
 P E C I
 Westside Foursquare Church
 Relief Nursery Inc
 Morning Star Community Church
 MULTNOMAH DEFENDERS INC
 Providence Health System
 Holy Trinity Catholic Church
 Holy Redeemer Catholic Church
 Alliance Bible Church
 Mid Columbia Childrens Council
 HUMANE SOCIETY OF REDMOND
 Intergral Youth Services
 Our Redeemer Lutheran Church
 Kbps Public Radio
 Skyball Salem Keizer Youth Bas
 Open Technology Center
 Grace Chapel
 CHILDREN'S MUSEUM 2ND
 Oregon District 7 Little League
 Portland Schools Alliance
 My Fathers House
 Solid Rock
 West Chehalem Friends Church
 Eugene Creative Care
 Guide Dogs For The Blind
 Children Center At Trinity
 St. Katherine's Catholic Church
 Scottish Rite
 THE NEXT DOOR
 NATIONAL PSORIASIS FOUNDATION
 NEW BEGINNINGS CHRISTIAN CENTER
 HIGHLAND UNITED CHURCH OF CHRIST
 OREGON REPERTORY SINGERS
 HIGHLAND HAVEN
 FAIR SHARE RESEARCH AND
 EDUCATION FUND
 First Baptist Church of Enterprise
 Oregon Nikkei Endowment
 Eastern Oregon Alcoholism Foundation
 Grantmakers for Education
 The ALS Association Oregon and SW
 Washington Chapter
 Children's Relief Nursery
 Energy Trust of Oregon
 Oregon Psychoanalytic Center

Store to Door
 Depaul Industries
 Union County Economic Development Corp.
 Camelto Theatre Company
 Camp Fire Columbia
 TAKE III OUTREACH
 Sandy Seventh-day Adventist Church
 A FAMILY FOR EVERY CHILD
 1000 FRIENDS OF OREGON
 NAMI of Washington County
 Temple Beth Israel
 Albertina Kerr Centers
 St. Matthew Catholic School
 Serendipity Center Inc
 Center for Family Development
 West Salem Foursquare Church
 Ashland Art Center
 Apostolic Church of Jesus Christ
 DOUGLAS FOREST PROTECTIVE
 Oregon Lyme Disease Network
 Ecotrust
 SPECIAL MOBILITY SERVICES
 Ronald McDonald House Charities of Oregon &
 Southwest Washington
 Center for Human Development
 DePaul Treatment Centers, Inc.
 Mission Increase Foundation
 Portland Japanese Garden
 The Madeleine Parish
 The Tucker-Maxon Oral School
 Southwest Neighborhoods, Inc
 Wallowa Valley Center For Wellness
 Portland Oregon Visitors Association
 Southern Oregon Project Hope
 Our United Villages
 Samaritan Health Services Inc.
 Kilchis House
 Grace Lutheran School
 Western Mennonite School

Account Type: College and University (28 records)

Oregon State University
 Treasure Valley Community College
 Unviersity of Oregon
 OREGON UNIVERSITY SYSTEM
 WESTERN STATES CHIROPRACTIC
 COLLEGE

GEORGE FOX UNIVERSITY
 LEWIS AND CLARK COLLEGE
 PACIFIC UNIVERSITY
 REED COLLEGE
 WILLAMETTE UNIVERSITY
 LINFIELD COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NORTHWEST CHRISTIAN COLLEGE
 NATIONAL COLLEGE OF NATURAL
 MEDICINE
 BLUE MOUNTAIN COMMUNITY COLLEGE
 PORTLAND STATE UNIV.
 CLACKAMAS COMMUNITY COLLEGE
 MARYLHURST UNIVERSITY
 OREGON HEALTH AND SCIENCE
 UNIVERSITY
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 pacific u
 UNIVERSITY OF OREGON
 CONCORDIA UNIV
 Marylhurst University
 Corban College
 Oregon Center For Advanced T
 Beta Omega Alumnae
 Oregon Institute of Technology

Account Type: Other (45 records)

Clackamas River Water Providers
 eickhoff dev co inc
 The Klamath Tribe
 Life Flight Network LLC
 COVENANT RETIREMENT COMMUNITIES
 PENTAGON FEDERAL CREDIT UNION
 SAIF CORPORATION
 GREATER HILLSBORO AREA CHAMBER
 OF COMMERCE
 LANE ELECTRIC COOPERATIVE
 USAGENCIES CREDIT UNION
 DOUGLAS ELECTRIC COOPERATIVE, INC.
 ROGUE FEDERAL CREDIT UNION
 PACIFIC CASCADE FEDERAL CREDIT
 UNION
 PACIFIC STATES MARINE FISHERIES
 COMMISSION
 LOCAL GOVERNMENT PERSONNEL
 INSTITUTE
 MID COLUMBIA COUNCIL OF
 GOVERNMENTS

CLACKAMAS RIVER WATER
 GRANTS PASS MANAGEMENT SERVICES,
 DBA
 SPIRIT WIRELESS
 Clatskanie People's Utility District
 Heartfelt Obstetrics & Gynecology
 Coquille Economic Development Corporation
 CITY/COUNTY INSURANCE SERVICE
 PIONEER COMMUNITY DEVELOPMENT
 Cornerstone Association Inc
 COMMUNITY CYCLING CENTER
 NPKA
 Shangri La
 Portland Impact
 Eagle Fern Camp
 NORTHWEST VINTAGE CAR AND
 MOTORCYCLE
 K Churchill Estates
 Cvalco
 KLAMATH FAMILY HEAD START
 RIVER CITY DANCERS
 Oregon Permit Technical Association
 KEIZER EAGLES AERIE 3895
 Pgma/Cathie Bourne
 Astra
 CSC HEAD START
 Beit Hallel
 Oregon Public Broadcasting
 Halsey-Shedd Fire District
 crescent grove cemetery
 EOU - NEOAHEC

Account Type: City Special District (21 records)

Molalla Rural Fire Protection District
 MONMOUTH - INDEPENDENCE NETWORK
 MALIN COMMUNITY PARK AND
 RECREATION DISTRICT
 TILLAMOOK PEOPLES UTILITY DISTRICT
 GLADSTONE POLICE DEPARTMENT
 GOLD BEACH POLICE DEPARTMENT
 THE NEWPORT PARK AND RECREATION
 CENTER
 RIVERGROVE WATER DISTRICT
 WEST VALLEY HOUSING AUTHORITY
 TUALATIN VALLEY FIRE & RESCUE
 GASTON RURAL FIRE DEPARTMENT
 CITY COUNTY INSURANCE SERVICES

METRO

Roseburg Police Department
 SOUTH SUBURBAN SANITARY DISTRICT
 OAK LODGE SANITARY DISTRICT
 SOUTH FORK WATER BOARD
 SUNSET EMPIRE PARK AND RECREATION
 SPRINGFIELD UTILITY BOARD
 Tillamook Urban Renewal Agency
 Boardman Rural Fire Protection District

**Account Type: Independent Special District
 (43 records)**

Silverton Fire District
 Lewis and Clark Rural Fire Protection District
 Rainbow Water District
 Illinois Valley Fire District
 PORT OF TILLAMOOK BAY
 TRI-COUNTY HEALTH CARE SAFETY NET
 ENTERPRISE
 METROPOLITAN EXPOSITION-
 RECREATION COMMISSION
 REGIONAL AUTOMATED INFORMATION
 NETWORK
 OAK LODGE WATER DISTRICT
 THE PORT OF PORTLAND
 WILLAMALANE PARK AND RECREATION
 DISTRICT
 TUALATIN VALLEY WATER DISTRICT
 UNION SOIL & WATER CONSERVATION
 DISTRICT
 LANE EDUCATION SERVICE DISTRICT
 TUALATIN HILLS PARK AND
 RECREATION DISTRICT
 PORT OF SIUSLAW
 CHEHALEM PARK AND RECREATION
 DISTRICT
 PORT OF ST HELENS
 LANE TRANSIT DISTRICT
 CENTRAL OREGON
 INTERGOVERNMENTAL COUNCIL
 HOODLAND FIRE DISTRICT NO.74
 WEST MULTNOMAH SOIL AND WATER
 CONSERVATION DISTRICT
 SALEM AREA MASS TRANSIT DISTRICT
 Banks Fire District #13
 KLAMATH COUNTY 9-1-1
 GLENDALE RURAL FIRE DISTRICT
 COLUMBIA 911 COMMUNICATIONS

DISTRICT

NW POWER POOL
 Lowell Rural Fire Protection District
 TriMet Transit
 Estacada Rural Fire District
 Keizer Fire District
 State Accident Insurance Fund Corporation
 Bend Metro Park & Recreation District
 La Pine Park & Recreation District
 Siuslaw Public Library District
 Columbia River Fire & Rescue
 Seal Rock Water District
 Rockwood Water P.U.D.
 Tillamook Fire District
 Tillamook County Transportation Dist
 Central Lincoln People's Utility District
 Jefferson Park and Recreation

Account Type: City (130 records)

Brookings Fire / Rescue
 City of Veneta
 CITY OF DAMASCUS
 Hermiston Fire & Emergency Svcs
 CEDAR MILL COMMUNITY LIBRARY
 CITY OF LAKE OSWEGO
 EUGENE WATER & ELECTRIC BOARD
 LEAGUE OF OREGON CITIES
 CITY OF SANDY
 CITY OF ASTORIA OREGON
 CITY OF BEAVERTON
 CITY OF BOARDMAN
 CITY OF CANBY
 CITY OF CANYONVILLE
 CITY OF CENTRAL POINT POLICE
 DEPARTMENT
 CITY OF CLATSKANIE
 CITY OF CONDON
 CITY OF COOS BAY
 CITY OF CORVALLIS
 CITY OF CRESWELL
 CITY OF ECHO
 CITY OF ESTACADA
 CITY OF EUGENE
 CITY OF FAIRVIEW
 CITY OF GEARHART
 CITY OF GOLD HILL
 CITY OF GRANTS PASS

CITY OF GRESHAM
CITY OF HILLSBORO
CITY OF HOOD RIVER
CITY OF JOHN DAY
CITY OF KLAMATH FALLS
CITY OF LA GRANDE
CITY OF MALIN
CITY OF MCMINNVILLE
CITY OF HALSEY
CITY OF MEDFORD
CITY OF MILL CITY
CITY OF MILWAUKIE
CITY OF MORO
CITY OF MOSIER
CITY OF NEWBERG
CITY OF OREGON CITY
CITY OF PILOT ROCK
CITY OF POWERS
RAINIER POLICE DEPARTMENT
CITY OF REEDSPORT
CITY OF RIDDLE
CITY OF SCAPPOOSE
CITY OF SEASIDE
CITY OF SILVERTON
CITY OF STAYTON
City of Troutdale
CITY OF TUALATIN, OREGON
CITY OF WARRENTON
CITY OF WEST LINN/PARKS
CITY OF WOODBURN
CITY OF TIGARD, OREGON
CITY OF AUMSVILLE
CITY OF PORT ORFORD
CITY OF EAGLE POINT
CITY OF WOOD VILLAGE
St. Helens, City of
CITY OF WINSTON
CITY OF COBURG
CITY OF NORTH PLAINS
CITY OF GERVAIS
CITY OF YACHATS
FLORENCE AREA CHAMBER OF
COMMERCE
PORTLAND DEVELOPMENT COMMISSION
CITY OF CANNON BEACH OR
CITY OF ST. PAUL
CITY OF ADAIR VILLAGE

CITY OF WILSONVILLE
HOUSING AUTHORITY OF THE CITY OF
SALEM
CITY OF HAPPY VALLEY
CITY OF SHADY COVE
CITY OF LAKESIDE
CITY OF MILLERSBURG
CITY OF GATES
KEIZER POLICE DEPARTMENT
CITY OF DUNDEE
CITY OF AURORA
THE CITY OF NEWPORT
CITY OF ALBANY
CITY OF ASHLAND
CITY OF LEBANON
CITY OF PORTLAND
CITY OF SALEM
CITY OF SPRINGFIELD
CITY OF BURNS
CITY OF COTTAGE GROVE
CITY OF DALLAS
CITY OF FALLS CITY
CITY OF PHOENIX
CITY OF PRAIRIE CITY
CITY OF REDMOND
CITY OF SHERWOOD
City of junction city
City of Florence
City of Dayton
City of Monmouth
City of Philomath
City of Sheridan
Seaside Public Library
City of Yoncalla
La Grande Police Department
Cove City Hall
Woodburn City Of
NW PORTLAND INDIAN HEALTH BOARD
Portland Patrol Services
City Of Bend
City Of Coquille
City Of Molalla
City Of North Bend
Columbia Gorge Community
City of St. Helens
City of North Powder
Toledo Police Department

City of Independence
 City of Baker City
 CITY OF SWEETHOME
 DESCHUTES PUBLIC LIBRARY
 City of Ontario
 North Lincoln Fire & Rescue #1
 CITY OF LINCOLN CITY
 City of Milton-Freewater
 City of Forest Grove
 City Government
 City of Mt. Angel

Account Type: County Special District (27 records)

Netarts-Oceanside RFPD
 UIUC
 Rogue River Fire District
 Tillamook County Emergency Communications District
 Southern Coos Hospital
 Oregon Cascades West Council of Governments
 MULTONAH COUNTY DRAINAGE DISTRICT #1
 PORT OF BANDON
 OR INT'L PORT OF COOS BAY
 MID-COLUMBIA CENTER FOR LIVING
 DESCHUTES COUNTY RFPD NO.2
 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
 HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
 CENTRAL OREGON IRRIGATION DISTRICT
 MARION COUNTY FIRE DISTRICT #1
 COLUMBIA RIVER PUD
 SANDY FIRE DISTRICT NO. 72
 BAY AREA HOSPITAL DISTRICT
 NEAH KAH NIE WATER DISTRICT
 PORT OF UMPQUA
 EAST MULTNOMAH SOIL AND WATER CONSERVANCY
 Benton Soil & Water Conservation District
 DESCHUTES PUBLIC LIBRARY SYSTEM
 CLEAN WATER SERVICES
 Crooked River Ranch Rural Fire Protection District
 PARROTT CREEK CHILD & FAM
 South Lane County Fire And Rescue

Account Type: Community College (14 records)

CENTRAL OREGON COMMUNITY COLLEGE
 UMPQUA COMMUNITY COLLEGE
 LANE COMMUNITY COLLEGE
 MT. HOOD COMMUNITY COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 SOUTHWESTERN OREGON COMMUNITY COLLEGE
 PORTLAND COMMUNITY COLLEGE
 CHEMEKETA COMMUNITY COLLEGE
 ROGUE COMMUNITY COLLEGE
 COLUMBIA GORGE COMMUNITY COLLEGE
 TILLAMOOK BAY COMMUNITY COLLEGE
 KLAMATH COMMUNITY COLLEGE DISTRICT
 OREGON COMMUNITY COLLEGE ASSOCIATION
 Oregon Coast Community College

Account Type: State Agency (33 records)

Oregon Forest Resources Institute
 Office of the Ong Term Care Ombudsman
 Oregon State Lottery
 OREGON TOURISM COMMISSION
 OREGON STATE POLICE
 OFFICE OF THE STATE TREASURER
 OREGON DEPT. OF EDUCATION
 SEIU LOCAL 503, OPEU
 OREGON DEPARTMENT OF FORESTRY
 OREGON STATE DEPT OF CORRECTIONS
 OREGON CHILD DEVELOPMENT COALITION
 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 OREGON OFFICE OF ENERGY
 OREGON STATE BOARD OF NURSING
 BOARD OF MEDICAL EXAMINERS
 OREGON LOTTERY
 OREGON BOARD OF ARCHITECTS
 SANTIAM CANYON COMMUNICATION CENTER
 OREGON DEPT OF TRANSPORTATION
 OREGON TRAVEL INFORMATION COUNCIL

OREGON DEPARTMENT OF EDUCATION
DEPARTMENT OF ADMINISTRATIVE
SERVICES

Oregon Tradeswomen

Oregon Convention Center

OREGON SCHL BRDS ASSOCIAT

OREGON DEPARTMENT OF HUMAN
SERVICES

CARE OREGON

Kdrv Channel 12

Central Oregon Home Health and Hos

Oregon Health Care Quality Cor

Opta Oregon Permit Technician

HOUSING DEVELOPING CORP

STATE OF OREGON

Account Type: Consolidated City/County (2 records)

City of Carlton

City of Pendleton Convention Center

Account Type: Federal (6 records)

US FISH AND WILDLIFE SERVICE

Bonneville Power Administration

Oregon Army National Guard

USDA Forest Service

Yellowhawk Tribal Health Center

ANGELL JOB CORPS

Account Type: Housing Authority (5 records)

Coquille Indian Housing Authority

HOUSING AUTHORITY OF PORTLAND

NORTH BEND CITY- COOS/URRY

HOUSING AUTHORITY

MARION COUNTY HOUSING AUTHORITY

Housing Authority of Yamhill County

State: WA (1 record)

Account Type: College and University (1 record)

WALLA WALLA COLLEGE

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), County 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), County may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“**DOL**”) regulations (41 CFR Ch. 60);
 - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - 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 County and be disposed of in accordance with County policy. The County, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - (1) The copyright in any work developed under a grant or contract; and

(2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as County deems necessary, Contractor shall permit County, 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 County 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

COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

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

Maricopa County Policies and Procedures	Subject: Policy for Contractor Travel and Per Diem	Number: MM0030 Issue Date: 03/11/10
Approved: Wes Baysinger	Initiating Department: Office of Procurement Services	

EXHIBIT 10

MARICOPA COUNTY CONTRACTORS TRAVEL POLICY

I. Purpose

This policy is established in order to maintain a uniform definition of allowable and allocable costs acceptable to Maricopa County / Special Districts (hereinafter "the County"). It is recognized that there will be times when it is necessary for contractors to travel to the County in order to perform services under a contract. Use of this policy should insure the County does not become liable for unwarranted or excessive travel expense invoices from contractors.

II. Policy

1. All contract-related travel plans and arrangements shall be prior-approved by the Agency Contract Administrator.
2. Lodging, per diem and incidental expenses incurred in performance of County contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov.
 - a. Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - b. The County will not (under any circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
3. Commercial air travel shall be reimbursed as follows:
 - a. *Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the Agency Contract Administrator as a result of the business need of the County when there is no lower fare available.*
 - b. *The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.*
 - c. *The County will not (under any circumstance) reimburse for Contractor guest commercial air travel.*

Maricopa County Policies and Procedures	Subject: Policy for Contractor Travel and Per Diem	Number: MM0030 Issue Date: 03/11/10
--	--	--

4. Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the Agency Contract Administrator.
 - a. Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase coverage.
 - b. Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the Agency Contract Administrator prior to rental of a larger vehicle.)
 - c. County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - d. County will reimburse for the lowest rate and airport parking only if it is less expensive than shuttle service to and from the airport.
 - e. The County will not (under any circumstance) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
5. Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the Agency Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored.
6. Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.