



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



COMPETITIVE SOLICITATION

BY CITY OF NEWPORT BEACH

FOR

FACILITIES MAINTENANCE SERVICES AND SOLUTIONS

**ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES
AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES
GOVERNMENT PURCHASING ALLIANCE**

RFP NO. 14-00

CITY OF NEWPORT BEACH



REQUEST FOR PROPOSAL NO. 14-00

FACILITIES MAINTENANCE SERVICES AND SOLUTIONS

RFP Due Date: October 29, 2013

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(Email the RFP Administrator to be added to the Contact List for this RFP to receive updates regarding addenda to this RFP)

Interested parties may obtain a copy of this RFP by contacting the Purchasing Office or by accessing the City of Newport Beach website:

https://www5.newportbeachca.gov/osupplier/bid_current.asp

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SECTION 1:
RFP OVERVIEW



U.S. COMMUNITIES OVERVIEW

1. 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.

National Sponsors

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

Advisory Board

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

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

Current U.S. Communities Advisory Board Members

North Carolina State University, NC	Port of Portland, OR
City of Los Angeles, CA	City of Houston, TX
Cobb County, GA	Los Angeles County, CA
Denver Public Schools, CO	Maricopa County, AZ
Fresno Unified School District, CA	Miami-Dade County, FL
City and County of Denver, CO	Salem-Keizer School District, OR
Emory University, GA	San Diego Unified School District, CA
Fairfax County, VA	City of Seattle, WA
Harford County Public Schools, MD	Great Valley School District, PA
City of Kansas City, MO	Auburn University, AL

Hennepin County, MN
Collier County Public Schools, FL
City of Chicago, IL

City of San Antonio, TX
Orange County, NY

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.

City of Newport Beach, California 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 in Appendix C.

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, City of Newport Beach 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.

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.

Marketplace

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

Multiple Awards

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

Evaluation of Proposals

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

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

INTRODUCTION

1. Objective:

The City of Newport Beach is seeking proposals from qualified firms to establish a cooperative contract or contracts for Facilities Management Services and Solutions on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.

The City reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is the best interest of the City as a result of this solicitation.

2. Background:

The City of Newport Beach was incorporated on September 1, 1906 and the current City Charter was adopted in 1954. The City operates under a Council-Manager form of government. The City is located in the County of Orange and serves a population of approximately 86,000 people. The City covers an area land of approximately 26 square miles, with an additional 25.5 square miles of ocean, bay, and harbor waters.

3. Definitions:

The following is an explanation of terms frequently referred to in this document:

- “City”: Refers to the City of Newport Beach.
- “Request for Proposal (RFP)”: Refers to the solicitation process wherein the City is seeking proposals.
- “Proposal”: The formal response to this solicitation submitted to the City by a Proposer or Proposers.
- “Proposer” or “Supplier”: Refers to the individual, partnership, or corporation that is submitting a proposal in response to this RFP process.
- “Project”: The provision of Facilities Maintenance Services and Solutions as requested in this solicitation.
- “Shall”: Refers to a mandatory requirement.
- “Contractor” or “Service Provider”: Refers to the individual, partnership, or corporation that is awarded a contract by the City upon conclusion of this RFP process.
- “Contract” or “Agreement”: A promissory agreement with specific terms between the City and one or more parties that creates a legal relation in exchange for consideration.

SCOPE OF SERVICES

1. MASTER AGREEMENT

City of Newport Beach, California (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 Facilities Maintenance Services and Solutions (herein “Products and Services”).

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

2. OBJECTIVES

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

3. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Suppliers are to propose the broadest possible selection of FACILITIES MAINTENANCE SERVICES AND SOLUTIONS they offer. The intent of this solicitation is to provide Participating Public Agencies with services and solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing the Services as defined in this RFP, including but not limited to:

- A. **General Maintenance:** This includes, but is not limited to, electrical, plumbing, building repairs, window washing, pest control, snow and ice removal, security systems and any other general maintenance services.
- B. **Generator Maintenance:** This includes, but is not limited to, preventive maintenance and repairs for generators.
- C. **HVAC Service and Maintenance:** This includes, but is not limited to, heating, ventilation and air conditioning service involving , but not limited to, the following system components: chillers, cooling towers, induction units, sump, circulation pumps, primary chilled water expansion tank, primary and secondary hot water expansion tanks, valves, water treatment equipment, and all associated

components of the chilled water systems; air-handling units, dampers, valve boxes and all associated components of the ventilating systems; self-contained HVAC units and all other components serving computer centers; automatic temperature controls, pneumatic equipment, the facilities energy management system and all associated components of the automatic controls systems, induction units, circulating pumps, heat exchangers, valves and all associated components of the heating systems.

- D. **Janitorial and Cleaning Services** This includes, not is not limited to, cleaning of windows, doors, floors, carpets, ceilings, blinds, walls, restrooms, common areas, workspaces, conference rooms, training rooms, basements, warehouses, loading docks, parking spaces and exterior grounds within 20 feet of building.
- E. **Grounds Maintenance and Landscaping:** This includes, but is not limited to, turf management, shrub and landscape bed management, landscape tree management, pine straw, mulch or hardwood mulch application, seasonal color through use of flowers, fire ant control, irrigation system maintenance and cleaning of parking areas and exterior grounds not covered through Janitorial and Cleaning Services.
- F. **Management Services:** This includes complete management of facilities on behalf of the City or a Participating Public Agency. The City or Participating Public Agency may contract directly with facilities maintenance service sub-contractors and the Supplier will be responsible for managing the performance of those sub-contractors as a designated management company working for the City or Participating Public Agency.
- G. **Total Facility Management:** This includes the complete management of facilities whereby the Supplier will be responsible for managing all repair and maintenance work for the City or Participating Public Agency, including sub-contractors for various services. Supplier will be responsible for either providing all the services using its own staff or use sub-contractors to provide such services according to the City's or Participating Public Agency's requirements and guidelines.
- H. **Related Products, Services and Solutions:** The complete range of products, services and solutions available from Supplier.

4. OPERATING GUIDELINES

4.1. Work Orders

Requests from Building Tenants and repairs to facilities and equipment will be tracked in a work order system and reported to designated City personnel monthly. Work orders will be filled on a priority basis with life safety, building security and structural integrity as a top priority.

For work orders, the following performance criteria will be established:

- a. Life Safety service calls: Any life safety service calls will be responded to within 2 hours.
- b. Cycle time for service calls: Number of service calls completed within 24 hours from time of inception will be no less than 85% of all service calls for the day and no less than 90% for all service calls for the week.

- c. Preventive Maintenance: No less than 95% of all Work Orders will be completed within expected time intervals.
- d. Work Mix (Reactive Maintenance Hours versus Preventive Maintenance Hours): Reactive Maintenance will not exceed 30% of total work mix.
- e. Number of call backs from the same problem in the same location will not exceed 10% of the total number of call backs within a 30 day time period.
- f. Business hours interrupted in any one facility due to unplanned downtime or equipment breakdowns not caused by Force Majeure will not exceed 10% for a ten hour work day and overall equipment effectiveness uptime will be at least 95%.

4.2. Contractor Reimbursements:

The City will not reimburse the Contractor for any expenses incurred in the performance of the Services. All expenses for any sub-contractor, supplies, equipment, materials or labor are the responsibility of the Contractor. The City will pay for repairs or replacements that are deemed Major Repairs directly with no responsibility on the part of the Contractor for Major Repairs except identification of same. All Major Repairs are to be the sole responsibility of the City other than those, which result from negligence or fault on the part of the Contractor.

4.3. License Requirements:

All Contractor technicians working at the City's facilities and buildings must have California State Licenses for the trades it will perform and shall have the appropriate licenses for any other Participating Public Agency for the trades it will perform. Contractors will not use technicians without California State Licenses.

4.4. False Alarm Fees:

All Contractors will pay for false alarm fees caused by equipment failure (for the equipment maintained by the Contractor) or due to negligence of Contractor's employees.

4.5. Emergency Contact:

With regard to emergency services, the Contractor will also provide a 24-hour emergency telephone number to the City.

4.6. Emergency Repairs:

Contractor will make every effort to respond immediately but no longer than 2 hours after the Contractor has evidence or receives notification of equipment or system breakdown or shutdown or other compelling emergency situation in the facilities that would result in the inability of the building tenants to use the facilities for which they were intended. Contractor will properly program existing control systems to ensure staffs are alerted to issues when they arise.

Services will be provided by the Contractor as necessary to restore equipment or facility

failures to proper operation without additional cost to the City, except for Major Repairs. Emergency repairs that are considered to be Major Repairs as defined in paragraph 4.7 shall be communicated to City immediately to repair or replace.

Under no circumstances will equipment or system failure that results in loss of essential service exceed three (3) calendar days. Inability to obtain parts or special technical or engineering services will not be considered reason to extend this time period.

The Contractor will submit to the City for approval written procedures for response to emergency situations.

4.7. Major Repairs:

If a repair is considered to be a Major Repair by the City or as defined in the Contract, then the City will take full responsibility for the repair and installation of the replacement equipment.

All equipment and material repairs and/or replacements estimated to cost over five thousand dollars (\$5,000.00) per incident/occurrence will be considered a major repair and/or replacement. Examples would be major repair or replacement of heat pumps, chillers, boilers, pumps and motors associated with the HVAC system, roof replacement, carpet replacement, or any repair that is not the result of negligence or improper maintenance on the part of the Contractor. Any Major Repairs must be approved by the City in advance of any replacement or repair work beginning. A Participating Public Agency may have its own definition of the value of a Major Repair.

4.8. Equipment and Supplies:

Equipment and supplies for the fulfillment of the Services are the responsibility of the Contractor. This includes but is not limited to: key blanks, cleaning supplies, paper products, plastic bags, belts, filters, lamps, ballasts, hoses, glass, locks, lifts, and other supplies and equipment needed to perform the Services. Contractor shall provide a systematic approach to standardizing supplies and equipment. Contractor will submit, for approval to the City, a listing of equipment and supplies to be used.

Replacement parts and small repairs must utilize products that are Underwriters Laboratories listed and must be manufactured for the work they are expected to perform. Chemicals and paper products must be "Green Seal" approved or meet or exceed the "Green Seal" Standards.

MSDS Sheets – The Contractor will be responsible for maintaining a file of Material Safety and Data Sheets for any chemicals in the facilities used by its employees or sub-contractors.

Contractor should have safety plans, including record of training and methods of training for safety for the Contractor or their subcontractors. These safety plans should be provided to the City Representative upon request.

4.9. Reporting:

The Contractor will provide the City Representative with the following reports by the fifteenth calendar day of the month for activity from the previous month. All reports must be in a format acceptable to the City Representative.

4.9.1. Work Order Report

This report will show the total work orders received by the Contractor for the facilities, a breakdown of the work order types and work orders by building, any outstanding work orders more than 15 days old from the date of the original report, and average time per work order completion for that month.

4.9.2. Preventative Maintenance Report

This report will show the preventative maintenance work performed by the Contractor for the preceding month broken down by type of equipment. The report must also show separately scheduled preventative maintenance that the Contractor did not perform.

4.9.3. Issues Report

This report will show any open issues between the Contractor and the City that have not been resolved. This report should also contain any aspects of the equipment and facilities the Contractor sees as an issue needing resolution or a possible problem in the future, including Major Repairs that can be predicted. This report should also include any breaches in security during the preceding month.

Contractor shall provide an annual report outlining a major maintenance plan along with estimated costs.

4.10. Charges to Building Tenants:

No charges will be allowed to Building Tenants of a Participating Public Agency for any work done by the Contractor under the Contract. If a Building Tenant requests work outside the scope of the Contract, the Contractor will notify the Participating Public Agency representative of this situation and if the Participating Public Agency approves the work, the Contractor may provide additional services to Building Tenants at an additional charge to the Building Tenant. The Participating Public Agency will not be responsible for payment of any work outside the scope of the services mentioned in this RFP or subsequent contracts.

4.11. Changes in Scope of Work:

The City may at any time modify the work requirements of the Contractor. If such adjustments require additional personnel or resources the City may negotiate an equitable modification in the compensation to the Contractor. No long-term modifications to the work requirements will be binding on either party if not amended to the final Contract in writing. The Contractor should be flexible enough to comply with work modifications or one-time requests from the City on an as needed basis without the need for a Contract amendment or price adjustment.

4.12. Limitation of Responsibility, General Conditions, Inventory and Purchases:

4.12.1. City's Responsibilities:

- a. The City may provide for trash, and recycling pickup for the dumpsters located at the facilities. Only trash and recyclables from the facilities may be placed in this dumpster.
- b. The City will pay invoices from the electricity provider, natural gas provider, local telephone service provider (the Contractor will be responsible for long distance calls made by its employees), internet access through the City's network (the City will not supply any devices for use), water and sewer service and Major Repairs as defined in this RFP.
- c. The City will be responsible for building renovations involving the relocation and/or reconfiguration of walls or built-in elements such as millwork. If a Participating Public Agency utilizes Contractor for Total Facility Maintenance, it may choose to have Contractor responsible for such renovations.
- d. The City will provide sufficient work and storage space required to perform the tasks required for a Contractor. The work space provided must not be used by the Contractor for long-term storage or for providing services to clients other than the City. The determination of work space area and location will be made by the City based on the efficient use of space. The City will coordinate with the Contractor before making such decisions.

4.12.2. Contractor's Responsibilities:

The Contractor will be responsible for all labor costs of all employees and sub-contractor's employees associated with work covered by the Contract.

The Contractor will be responsible for all consumable materials and supplies, tools repair and replacement parts and equipment components included with work within the scope of the contract.

5. GENERAL MAINTENANCE

For the purpose of this RFP, General Maintenance will include the following services: Electrical Maintenance, Plumbing, Building Maintenance and Repair, Security System Maintenance and Miscellaneous Work as described in this RFP. More detailed description of the services is provided further. **(NOTE: ANY CONTRACTOR INTERESTED IN PROVIDING GENERAL MAINTENANCE SERVICES TO THE CITY MUST PROVIDE ALL OF THE ABOVE- MENTIONED SERVICES.)**

5.1. Electrical Maintenance

Electrical service will be provided without interruption throughout the facilities. The Contractor's maintenance and operations responsibility for electric service begins at the point of service where the electrical power company's service responsibility ends and extends throughout all electrical systems. All cleaning, testing, and full service maintenance will be done at Contractor's sole cost and expense. In situations where work during normal working hours would be considered disruptive by the Building Tenants, cause any environmental, service or utilities disruption, or pose any safety

risk to occupants, the Contractor will perform such maintenance outside of normal working hours with prior approval of the City.

- 5.1.1. Electrical system maintenance includes, but is not limited to, the following system components: service entrance, transformers, switch-gear, Emergency Power Generator, distribution systems, panels, feeders, branch circuits, convenience outlets, lighting circuits and fixtures, motors and other electrically driven equipment components of the mechanical and plumbing systems of the facilities. The Contractor will be responsible for ensuring all generators are adequately fueled however the City will bear the cost of the fuel. A Participating Public Agency may negotiate a specific mark-up percentage if Contractor bears the cost of the fuel.
- 5.1.2. All maintenance, repairs and modifications of electrical systems will be performed in conformance with local, state and federal fire protection and electrical codes and regulations and in accordance with equipment manufacturers' recommendations.
- 5.1.3. The Contractor will furnish and replace all defective emergency, interior and exterior light fixtures, immediately upon discovery or notice from occupants, patrons or Municipal Operations Department.
- 5.1.4. The Contractor will provide electrical repair service to relocate, remove or replace existing electrical outlets, switches, lighting fixtures, power poles and associated wiring.
- 5.1.5. The Contractor will establish a written preventative maintenance program that provides scheduled activities for each contract year and includes all electrical inspecting, testing, cleaning, adjusting, and repairing operating equipment and distribution components of the electrical systems. The written annual preventative maintenance program must be presented to the City and approved in writing by the City Representative. All cleaning, testing and certification of electrical components will be done at Contractor's sole cost and expense and will be in accordance with the applicable codes and the local code authorities. The following will have to be at least included: Switch-gear and motor control centers will be tested annually. All generators will be load bank tested annually.
- 5.1.6. All lamps that have expired must be replaced as identified by a building walk-through on a daily basis. The lamps used will be energy efficient low mercury and of at least the same quality as the lamps and lighting supplies used currently by the City. Fixtures will be fully lamped at all times with energy efficient lamps with equal or better illumination than the ones currently installed at the facilities. All ballasts must be of the electronic type and be at a minimum 25 watt, T-8. All lamps will be recycled as a means of disposal. The Contractor will provide documentation of disposal at any time as requested by the Municipal Operations Department.

- 5.1.7. All electrical work including labor will comply with all federal, state and local codes at time of installation or repair. Proper permits will be secured as required. The Contractor or its sub-contractor will hold a current California Unlimited Electrical License. The license will remain current throughout the life of the contract.
- 5.1.8. Light switches and receptacles to be medium grade 20 amp commercial type, color to match the existing device standard of the respective building.
- 5.1.9. Switch and receptacle covers will match the existing standard of the respective building. If there is not a consistent standard within a facility, then stainless steel covers will be used by default.
- 5.1.10. Light ballasts must be energy efficient, electronic type.

5.2. Plumbing Maintenance

Plumbing service will provide water, sewer, and natural gas service without interruption throughout the facilities. The Service Provider's maintenance and operations responsibility for plumbing service begins at the point of entry, where City of Newport Beach and any other provider's responsibility ends, then extends throughout all plumbing systems within the facilities.

- 5.2.1. Plumbing system maintenance includes, but is not limited to, the following system components: water service entrance, sewer service discharge, valves, exercising valves, faucets, circulating pumps, domestic hot water equipment, toilet fixtures, drinking fountains, floor drains, piping roof drains and leaders and other components of the plumbing systems of the facilities.
- 5.2.2. All maintenance, repairs and modifications of plumbing stems will be performed in conformance with local, state and federal health and clean water codes and in accordance with equipment manufacturers' recommendations.
- 5.2.3. The Service Provider will treat all water leaks and sewer stoppages as emergency situations and respond according to emergency procedures.
- 5.2.4. The Service Provider will inspect water and sewer lines routinely to prevent and repair leaks and deterioration of insulation, to maintain and exercise valves and to prevent stoppages and odor or water backflow.
- 5.2.5. The Service Provider will provide plumbing repair service to maintain and operate existing and replacement systems and system components. The scope of plumbing service does not include new work to upgrade, supplement or expand existing plumbing systems.

- 5.2.6. The Service Provider will provide all backflow testing as required by the City Municipal Operations Department for all facilities.
- 5.2.7. The Service Provider will establish a written annual preventive maintenance program for approval by the Municipal Operations Department that provides scheduled activities for each contract year and includes inspecting, testing, cleaning, adjusting, exercising all valves and repairing all equipment and distribution components of the plumbing systems. The written annual preventive maintenance program will be in a form acceptable to the City. All cleaning, testing and certification will be done at Service Provider's sole cost and expense. In situations where work during normal working hours would be considered disruptive by the City, cause any environmental, service or utilities disruption, or pose any safety risk to occupants or patrons, then the Service Provider will perform such maintenance outside of normal working hours at its cost.
- 5.2.8. All plumbing work and labor will comply with all federal, state and local codes at time of installation or repair. Permits are to be obtained from City of Newport Beach Code Enforcement when required. The service provider or its sub-contractor will hold a current California P-1 Plumbing License. The license must remain current throughout the life of the contract.
- 5.2.9. All water pipe to be type L copper. All waste and vent pipe to be no hub cast iron pipe and fittings. Commode and urinals flush valves to be Zurn or Sloan. Fixtures equal to American Standard, Elger, or Kohler.
- 5.2.10. All HVAC work will comply with all state and local codes at time of installation or repair. Permits are to be obtained with Building standards when required. The Service Provider or its sub-contractor will hold a current California H1 H2 H3 Class 1 License. The license must remain current throughout the life of the contract. All HVAC materials will be of quality and type to match or exceed existing materials in the facility.

5.3. Building Maintenance:

Building maintenance services will be provided throughout the facilities. In situations where work during normal working hours would be considered disruptive by Building Tenants, cause any environmental, service or utilities disruption, or pose any safety risk to occupants or patrons, the Service Provider will perform such maintenance outside of normal working hours at its cost. All cleaning, testing, and full service maintenance will be done at Service Provider's sole cost and expense and will be done in accordance with the applicable codes and the direction of local code authorities.

- 5.3.1. The Service Provider's responsibility for building maintenance and operations services includes, but not limited to, roof, any apparatus on roof, roof parapets, exterior and interior walls, interior/exterior windows, interior/exterior glass doors, steel doors, automatic doors, loading dock equipment. The Service

Provider is not responsible for cleaning of doors / windows / floors unless related to a new installation.

- 5.3.2. Building systems includes, but is not limited to, the following systems and components: roof system, parapet; exterior wall masonry, windows and doors, caulking and insulation including fire retardant material and installation when holes are penetrated in electrical and telephone closets; sidewalks, flags, flagpoles, outside drain tiles, stairways, interior fixed walls, doors, floor coverings, security systems.
- 5.3.3. The Service Provider will maintain the facilities surfaces to prevent entrance of moisture and degradation of structural members. Caulking will provide a positive barrier against passage of air and moisture along all window frames and masonry joints. Glazing will provide a secure bonding of glass panes in the window sash. Caulking materials will be warranted by the manufacturer for a minimum of ten (10) years.
- 5.3.4. The Service Provider will be responsible for all repairs (except “major repairs”) to the facilities walls, floors, ceilings, roofs, doors, windows, etc.
- 5.3.5. The Service Provider will provide at its sole cost and expense the necessary inspections as required by code and repairs to maintain lobby doors in excellent working order as they were designed to operate.
- 5.3.6. All public areas will be maintained as required with touch up paint. The service provider will be responsible for all painting. Neglecting areas that need painting so that the total for a project exceeds \$5000 will not be the City’s responsibility. If a painting project exceeds \$5000 this will become the City’s responsibility. Contractor shall provide an annual painting plan.

5.4. Security System Maintenance:

- 5.4.1. **Security System:** Service Provider will provide maintenance and monitoring service for all security systems for facilities.
- 5.4.2. **Alarms:** Service Providers will be responsible for monitoring the alarms when needed and respond as an emergency service.
- 5.4.3. **Locksmithing:** The Service Provider will provide services for the performance of locksmith duties, including electronic access control systems, such as re-keying, cutting keys, installing new and or replacement locksets with some exceptions. The Service Provider will set up and follow security procedures for cutting and issuing keys and maintain a master key system for the facilities. The Service Provider will establish a written procedure for the performance of locksmithing duties for approval by the Municipal Operations Department. The Service Provider will pay for new locksets if any of its employees lose any keys issued to them, which could include new locksets for the entire building. The Service Provider will notify the Municipal Operations Department immediately of any

lost keys. The Service Provider will replace or install new locks on doors as needed by Building Tenants.

5.4.4. **Card Readers:** The Service Provider will provide services for the performance of card reader duties, including any related hardware.

5.5. MISCELLANEOUS WORK:

5.5.1. **Snow and Ice Removal** -The Service Provider will provide at its sole cost and expense for the removal of all ice and snow in its entirety from the facilities, parking areas, driveways, arcade, sidewalks and entrances. The Service Provider will use Participating Public Agency approved material for the facilities. The cost of the repair or replacement of any damaged materials as a result of using a material not approved by the Participating Public Agency prior to installation will be the sole burden of the Service Provider, regardless of total cost.

5.5.2. **Pest Control** -The Service Provider will provide at its sole cost and expense for a licensed pest control specialist for all pest control services inside and out of the facilities. Pest control work orders must be given a high priority. Service Provider will submit pest control methods for prior approval to the Participating Public Agency. Contractor shall offer the option of termite services.

5.5.3. **Utility Work** - Scheduled and/or non-routine work required to support the daily activities of the facilities occupants and patrons, to be performed by the Service Provider at no additional charge to the City or the Building Tenants:

- a. Minor alteration of existing facilities components, such as relocation or addition of up to two (2) electrical wall quad or duplex outlets per request.
- b. Hanging, maintaining, updating and removal and/ or installation pictures, bulletin boards, plaques, chalkboards, signs and similar services at the facilities.
- c. Adjusting HVAC controls to meet the city temperature policy.
- d. Installation, adjustment and/or repair of all interior blinds.
- e. Fixing doors as required.
- f. Raise flags at sunrise and lower flags at sunset each day, during the work week (5) days a week unless otherwise directed by the City Representative.
- g. Primary response to all fire and burglar alarms. All alarms shall be reported to the City Representative.
- h. Clean/replace filters for ice machines.
- i. Provide supplies and labor to change out batteries for alarms and clocks in the facilities, reset clocks as needed.

- j. Anchor Bolt Inspection – the Service Provider will provide at its sole cost and expense the annual inspection of all anchor bolts and davits used for the exterior window washing. A copy of said inspection will be given to the City Representative.
- k. Open the facilities– The Service Provider will be responsible for ensuring facilities are open at designated times. The facilities each workday at 7:00 AM and closing at 7:00 PM, unless otherwise noted. Hours may change according to department needs with limited notice. The service provider will be responsible for accommodating these changes at no extra cost to the City.

6. GENERATOR MAINTENANCE

The Service Provider personnel performing this work will be qualified and experienced in accordance with the recommended manufacturer’s procedures. Any work requiring load transfer must be done after hours. All other work may be done during normal hours. Service Provider must coordinate with Municipal Operations Department for availability and access to site buildings. Service Provider must provide the Municipal Operations Department with a work schedule prior to commencement of work so that on-site adjustments can be made to maximize the Service Provider’s accessibility. Schedule adjustments to accommodate City activities are the sole responsibility of the Service Provider.

Tasks to be accomplished as part of the bid price are as follows:

- 6.1. Contractor will provide planned maintenance inspections and 24 hour emergency service on the emergency generator system(s).
- 6.2. Generators will be run weekly for a minimum of (15) fifteen minutes and be checked for proper operation.
- 6.3. The following services will be performed every 6 months on the emergency generator system(s) and accessories.

a. Electrical System – AC & DC

All accessible power and control cables will be inspected. AC / DC terminations will be checked and tightened as necessary. Batteries will be checked for correct specific gravity and distilled water added when needed. External battery charger and or battery charging alternator will be checked and tested for proper operation. Control panel and components, pre-alarm warning and shutdown systems will be checked and tested for proper operation.

b. Fuel System

Visually inspect all accessible fuel system components to the nearest fuel storage tank. Fuel lines, which are located outside of the genset enclosure, underground, within walls, concrete, conduits, or otherwise inaccessible

cannot be inspected and are excluded. All fuel filters will be replaced as required or at least once a year.

c. Lube Oil System

Check crankcase oil level, governor reservoir level; inspect system for leaks and record engine oil pressure. Change lube oil and filters per manufacturer's recommendations. Check oil system heater for proper operation, if applicable.

d. Cooling System

i. Radiator cooled systems will be inspected for leaks and proper level. Antifreeze mixture will be checked and tested. All hoses, clamps and belts will be inspected and tightened if necessary. Jacket water heater terminations and operation will be checked.

ii. City water/heat exchanger cooled systems will be inspected for leaks and proper operation.

iii. Air-cooled systems will be inspected for clean cooling fins, shrouds, fans and proper operation.

iv. Clean loose trash and obstructions from cooling system areas.

e. Air Intake / Discharge System

Inspect complete air intake and discharge system including louvers/shutters for correct operation. Clean any obstructions from area.

f. Exhaust System

Open and drain condensation traps. Check for any exhaust restrictions and inspect for leaks. Check all mounting hardware and tighten as required. Check rain cap for proper operation when engine is running and stopped.

g. Generator Set

i. Manually operate genset at no load to verify generator is producing the system rated AC voltage and frequency.

ii. Check all control panel instruments and gauges for proper operation. Check for any unusual noise, vibration and water, oil or exhaust leaks.

iii. Check system operation under building load, when possible, for 30 minutes to verify proper voltage, frequency and general operation once every month.

h. Switchgear

Inspect and test transfer switch and or paralleling gear to determine automatic start and transfer of load. Check and verify proper operation of all time delays, transfers, exercisers and other accessories are in accordance with customer requirements.

i. General

Grease all necessary fittings and bearings. Visually inspect vibration isolators, duct work, weatherproof enclosure, worn and or rubbing parts and components.

j. Reports

A detailed report will be provided describing the work performed and recommendations for corrective maintenance.

- 6.4. One typed copy of inspection reports will be provided. While the Inspection Form itself must be typed, it is acceptable for the technician to handwrite information in fields on the form. If handwriting is not legible, the Municipal Operations Department may request typed copy. Each piece of equipment will be appropriately tagged as certified (including date of inspection, technician name and company name). Reports are to be submitted with each invoice to the Municipal Operations Department. Where a Maintenance Log exists on site (usually near the Transfer Switch) the technician must record the date of the visit and work that was done. Where a Maintenance Log does not exist, the technician must post a form near the Transfer Switch.
- 6.5. A detailed deficiency list with a proposed cost for labor and materials to make necessary repairs will be provided by site and accompany each inspection report submitted to the Municipal Operations Department. The repair work will be completed within two weeks from receipt of the blanket purchase order release for any additional work that is approved by the Municipal Operations Department. Repair work will be based on time and materials as bid in this RFP.
- 6.6. If any equipment is found to be completely inoperative, the Municipal Operations Department will be contacted immediately. For repairs exceeding \$1000.00, a Maintenance Proposal will be provided to the Municipal Operations Department for signed approval.
- 6.7. Include an Extended Warranty of 90 days after completion of maintenance and services work, after all adjustments and repairs required are completed. Warranty only covers work done by the Preventative Maintenance Service provider and not by others.
- 6.8. A four hour response time will be met by the Service provider for all call-in repairs.
- 6.9. The Municipal Operations Department tests each generator on a monthly basis and will generate a monthly list of any deficiencies noted. Service Provider will respond to all deficiencies that would prevent generator operation within 24 hours. All other deficiencies of a more minor nature must be corrected before the next monthly inspection.
- 6.10. Each PM or repair at each site will be invoiced separately and the associated inspection report must accompany each invoice or be provided by e-mail as a PDF document. Invoices will not be considered for payment unless the associated inspection report is available.

- 6.11. For repair work only labor for time on-site may be billed. Transportation may only be billed as a fixed trip charge if outside of 25 miles. Multiple trip charges may be billed if justified.
- 6.12. For all visits to a facility, the Service provider must sign in and out at the main office. Generators are typically located in a fenced area and it will usually be required to get a custodian to unlock the gate. Completed service reports must be signed by a Municipal Operations Department representative before leaving the site during normal business hours.

The Planned Preventative Maintenance bid price will include all labor, materials, equipment, supervision, fees and taxes as appropriate to accomplish the work. The incremental addition price indicated is the total cost for the addition of a major and minor PM for any new generators installed during the contract period. The Service provider will provide a time schedule to accomplish the project with the submittal.

7. HVAC MAINTENANCE

Heating, ventilating and air conditioning service will be provided without interruption throughout all facilities that require this service. The Service Provider's maintenance and operations responsibility for HVAC service extends throughout all mechanical systems within the facilities and at all times that heating, ventilating or air conditioning service is required. All cleaning, testing, full service maintenance will be done at Service Provider's sole cost and expense.

HVAC system maintenance includes, but not limited to, the following system components: chillers, cooling towers, induction units, sump, circulation pumps, primary chilled water expansion tank, primary and secondary hot water expansion tanks, valves, water treatment equipment, and all associated components of the chilled water systems; air-handling units, dampers, valve boxes and all associated components of the ventilating systems; self-contained HVAC units and all other components serving computer centers; automatic temperature controls, pneumatic equipment, the facilities energy management system and all associated components of the automatic controls systems; induction units, circulating pumps, heat exchangers, valves and all associated components of the heating systems.

The Service Provider will establish a written routine and preventive maintenance program each contract year for a Participating Public Agency that includes inspecting, testing, cleaning, adjusting, lubricating, repairing, etc. of all operating, controlling and distributing components of the mechanical systems. All cleaning, testing, and full service maintenance will be done at Service Provider's sole cost and expense.

In situations where work during normal working hours would be considered disruptive by the Building Tenants, cause any environmental, service or utilities disruption, or pose any safety risk to occupants, the Service Provider will perform such maintenance outside of normal working hours with prior approval from City. Please note that some buildings will not be open for access on Fridays and some buildings are not open at all times during the week.

7.1. Complex Building Specifications:

- 7.1.1. Included is a list of City sites with a list of the equipment to be maintained at each site. This list is offered for information only; the Service Provider is responsible to visit, assess site conditions, and verify quantity and type of equipment. The City will not be responsible for errors or omissions regarding the type or quantity of equipment listed.

Site Location and Equipment Reference List:

a. **Main Library**

1000 Avocado

One (1) Air Cooled Chiller (Carrier)*
Two (2) Air Handling Units with Return Fans (Carrier)
One (1) 50QJ012 heat pump packaged unit (Carrier)
Three (3) 50QJ005 heat pump packaged unit (Carrier)
One (1) 1.5 ton Mini-Mate server room unit (Liebert)
One (1) Boiler (Raypak; condensing type)
Eight (8) Exhaust Fans (Greenheck)
Four (4) Pumps (Bell & Gossett)
Four (4) Variable speed drives

Note: Each air handling unit requires the following air filters:

Sixteen (16) 24x24x2 and twelve (12) 24x12x2 MERV 8 prefilters quarterly

Sixteen (16) 24x24x6 and twelve (12) 24x12x6 MERV 13 final filters annually

b. **Mariner's Library**

1300 Irvine

One (1) Screw Chiller with Evap Condenser (PAE)**
Two (2) Boilers (Lochinvar; non-condensin type)
Four (4) Pumps (B & G)
One (10) Outside Air AHU
Three (3) Exhaust Fans
Seventeen (17) four pipe fan coil units
One (1) variable speed drive
Trane Summit DDC system

c. **Newport Coast Community Center**

6401 San Joaquin Hill Road

Eight (8) Rooftop Gas/Electric Packaged AC units w/power exhaust economizers (Carrier)
One (1) 48PLGM05

Three (3) 48PLGM06
Two (2) 48PLGM07
Two (2) 48PLGM28
Carrier DDC control system

d. **Oasis Senior Center**
800 Marguerite Avenue

Nine (9) Rooftop gas/electric packaged units (Carrier)
Fifteen (15) Split system heat pumps (Carrier)
Seventeen (17) VRF City Multi Fan Coil Units (Mitsubishi)
Two (2) Condensing Units for City Multi System (Mitsubishi)
Twelve (12) Exhaust Fans

*Denotes equipment with more than 50 pounds of refrigerant in an individual circuit, requiring annual SCAQMD Rule 1415 leak check.

**Denotes equipment with more than 200 pounds of refrigerant in an individual circuit, requiring quarterly SCAQMD Rule 1415 leak check per California Bill AB32.

7.1.2. The Main Library's central DDC control system utilizes Carrier Comfort Network controls with a Comfortview graphical user interface, used in conjunction with Windows XP. The San Joaquin Hills recreation center utilizes Carrier Comfort Network and also has a CCN Web graphics driven front end interface, and Premier Link for rooftop unit control. The Service Provider must provide with the bid evidence of full certification and proficiency for the following Carrier DDC controls.

- a. Comfortworks / Comfortview
- b. Best + + programming
- c. Programming and use of Carrier Terminal System Manager and Terminal System Control Units (TCU's)
- d. Comfort Controller
- e. Comfort ID VAV Controllers
- f. Premier Link
- g. VVT

The Mariner's Library utilizes Trane Summit DDC controls. The Service Provider must describe its experience and ability to support Trane Summit systems.

Oasis Community Center utilizes a Mitsubishi City Multi VRF system. The Service Provider must provide with the bid evidence of successful completion of the Mitsubishi City Multi Service Course. Completion of the City Multi Install & Commissioning Class only is not sufficient, and does not meet this requirement.

Please note that bids submitted without evidence of the above referenced Carrier & Trane controls and Mitsubishi certifications will be considered non-responsive.

- 7.1.2.1. Once per quarter, the Service Provider will perform an assessment and report of all thermostat set points and occupancy schedules, and upon request provide this information to the Site Manager. Once per year at the Main Library, Mariner's Library, Newport Coast Community Center and Oasis Center, a DDC device check will be performed by the Service Provider. One person will remain at the computer front end while a second person with a radio or cell phone travels within the building from device to device. The person at the front end will cause each device to function in turn, and the verification person will observe and verify proper operation of each device. At the same time, calibration of temperature and pressure sensors will be checked and adjusted. Upon request, a report will be provided to the Site Manager.

Please note that the Mariner's Library has 6 belt drive fan coil units located in the building's high ceiling area with safe ladder access not possible. Access requires use of an articulated boom lift ("knuckle boom") and removal of the library security entrance central turnstile so the lift may be driven into the Library and back to the area of limited access. This must be coordinated at least two weeks in advance with Library personnel. The City will remove and replace the turnstile; the Service Provider is responsible for providing and operating the lift. Due care must be taken by the Service Provider in operating the lift. Any damage to bookshelves, books or other library fixtures or contents is the financial responsibility of the Service Provider. The maintenance for all air handlers and fan coil units in Mariner's Library is quarterly except for those requiring use of the knuckle boom; maintenance for those 6 units is twice per year.

- 7.1.2.2. The Service Provider shall furnish MERV 8 air filters for all units, except for the Main Library (see site equipment list below for the exceptions). The Service Provider is responsible for transporting the filters to the site (many sites do not have storage areas) and for disposing of the filters. Where available, the Service Provider may use City dumpsters. Filter changes will be quarterly, except for 24/7 units at the Police Department and Fire Department locations, where they will be changed six times per year (bi-monthly).

7.1.2.3. Monthly water treatment, consisting of a combination scale inhibitor and biocide, will be provided for the evaporative condensers at the Mariner's Library. The controller, pumps, solenoid and sensors will be checked, and chemical level in the drum monitored. Closed loop water treatment will be monitored and provided monthly for the chilled and hot water closed loops at the Mariner's Library and the Main Library. All chemicals needed for normal service maintenance are to be included as a part of this contract.

7.1.2.4. Condenser coil cleaning for all air cooled HVAC equipment (packaged units, split systems and air cooled chillers) shall be performed by using hoses, water, and an EPA approved coil cleaner. Please note that the majority of the buildings do not have hose bibs on the roof, and that in many cases hoses must be run up the side of the building from significant distances. This contract requires that the condenser coils be cleaned annually at all buildings listed.

The cooling coils in all air handling units and packaged HVAC units will be washed with water and an EPA approved coil cleaner, and the condensate drain pans and drain lines flushed, once per year.

7.1.2.5. **Quarterly service will consist of the following for each type of unit:**

- a. Air Handling Units: Replace air filters; check belt tightness and adjust as necessary; check for a clear drain pan and unobstructed condensate drainage; lubricate (where appropriate) bearings and damper bushings. Check heating and cooling valve operation. Confirm proper economizer operation. Check motor starter operation and contactors.
- b. Packaged A/C units: Replace air filters; check belt tightness and adjust as necessary; check for a clear drain pan and unobstructed condensate drainage; lubricate where appropriate bearings and damper bushings. Check heating and cooling operation; check contactor condition; verify proper thermostat operation. Check for signs of refrigerant or oil leakage. Verify proper refrigerant operating pressures. Confirm proper economizer operation.
- c. Split systems: Replace air filters; check for a clear drain pan and unobstructed condensate drainage; lubricate where appropriate. Check heating and cooling operation; check contactor condition; verify proper thermostat operation. Check for signs of refrigerant or oil leakage. Verify proper refrigerant operating pressures.
- d. Chillers: Check for signs of refrigerant or oil leakage. Verify proper operation and set points. Confirm that crankcase heaters are operational.

Observe refrigerant sight glass and crankcase oil level. For the Mariner's library chiller only, a quarterly EPA/SCAQMD refrigerant leak check is required.

- e. Cooling towers and evaporative condensers: Check belt tightness and adjust as necessary; lubricate appropriate bearings; check sump water level and adjust float; check and adjust bleed; check fill and eliminator condition; check fan cycling control and adjust as required; check fan starter and contactors.
- f. Boilers: Check operation versus computer set points. Verify proper flame. Confirm safeties. Verify air cushion in expansion tank and adjust as required. At Main Library, replace condensing boiler's intake air filter. At Mariner's library, clean boiler intake air filters.
- g. Water Pumps: Check for unusual vibration or sound; check for seal or grease leakage; check bearing housing temperature.
- h. Evaporative Coolers: Check for proper belt tension and adjust as required. Confirm proper circulating pump operation. Verify media pads are in place. Confirm proper float and make up water valve operation. Inspect sump for leak integrity.

7.1.2.6. Annual service will consist of the following for each type of unit:

- a. Air Handling Units: Perform quarterly tasks. Replace fan belts in both supply and return fans. Wash cooling coils. Wash aluminum outdoor air filters.
- b. Variable Speed Drives: Where variable speed drives are present (Main Library and Mariner's Library) perform an annual service on each VSD, including cleaning, set point calibration and adjustment, and safety cutout checks.
- c. Packaged HVAC Units: Perform quarterly tasks. Replace fan belts. Wash cooling coils. Wash condenser coils per schedule noted above (some sites are more than once per year). Wash aluminum outside air filters on same schedule as condenser coils.
- d. Split Systems: Perform quarterly tasks. Wash condenser coils per schedule noted above (some sites are more than once per year).
- e. Chillers: Perform quarterly tasks. Perform SCAQMD / EPA refrigerant audit. Take oil samples for laboratory spectroanalysis for all refrigeration circuits. Wash air cooled chiller condenser coils (Main Library) with water and an EPA approved coil cleaner. Check pumpdown cycle

operation for each refrigeration circuit. Check temperature, operation, and safety circuits of all chillers.

- f. Evaporative condensers: Drain sump. Shovel sump and flush. Pressure wash eliminators. Replace float and make-up valve. Replace fan belts. Refill system. Start up; bleed excess air; adjust for proper operation.
- g. Boilers: Perform quarterly tasks. Brush tubes. Clean burners. Blow out fire box. Inspect fire brick and insulation. Inspect flue. Calibrate and adjust sensors and controls as required. For non-condensing boilers (Mariner's Library), replace air filter, hot surface ignitors and flame sensors. For condensing boilers (Main Library), replace acid neutralization canister.
- h. Water Pumps: Perform quarterly tasks. Check deadhead operation. For base mounted pumps, shut down motor and perform bump test on pump and motor shafts.
- i. Exhaust Fans: Check for unusual vibration or sound. Replace fan belt.
- j. Evaporative Coolers: Perform quarterly tasks. Replace fan belt. Replace media pads. Wash out sump.
- k. All digital communicating thermostats and wall temperature sensors (Main Library, Mariner's Library, San Joaquin Hills Community Center) will be inspected and calibrated annually.

Please note that all units containing more than 50 pounds of refrigerant on a "per circuit" basis shall be properly leak checked per SCAQMD Rule 1415 and the Service Provider shall provide documentation to the City that this work was performed. Units with more than 200 pounds per circuit (the Mariner's Library chiller) shall have the leak check take place quarterly.

7.1.3. **Annual Energy Audit and Benchmark:**

Reducing energy consumption is important to the City, and the City recognizes that it is critical to continuously monitor a building to identify the areas where building performance can be improved and consequently energy cost savings can be achieved. With this in mind the Service Provider will conduct an annual energy audit and benchmark report for all buildings included in the contract. Each Service Provider will provide the following energy audit and benchmark services on an annual basis:

7.1.3.1. **EnergyStar Benchmark:**

The City of Newport Beach will provide each building's annual utility bill information to the Service Provider. With this information the Service

Provider will identify each building’s EPA EnergyStar Benchmark score thereby establishing the performance of the building.

7.1.3.2. Site Survey & Walkthrough:

The Service Provider will conduct a site survey to document any performance, comfort, or reliability issues the city facilities may currently be experiencing in terms of energy consuming systems (primarily HVAC). This will consist of an inspection of the HVAC equipment and an evaluation of the lighting to identify potential energy conservation measures.

7.1.3.3. Building Monitoring:

In conjunction with the site survey, the Service Provider will utilize a data logging tool for trending building comfort (i.e. temperature, humidity, carbon dioxide levels, lighting) for a one week period. This information will be gathered on an annual basis and a report will be generated summarizing the findings and any subsequent recommendations.

7.1.3.4. Reporting and Recommendations:

The Service Provider will provide a complete report of the findings that will document the actions recommended to reduce energy use in each building, a proposal that includes the cost to implement, and the return on investment for the proposed energy savings measures. The report will indicate the current energy expenditure as well as the projected and any guaranteed energy savings by implementing the recommended energy savings measures.

7.1.4. Complex Building Quarterly and Annual Schedule

7.1.4.1. Quarterly

SERVICE REQUIRED	AIR HANDLING UNITS	PACKAGED HVAC UNITS	SPLIT SYSTEMS	CHILLERS	COOLING TOWERS & EVAPORATIVE CONDENSERS	BOILERS	WATER PUMPS	EVAPORATIVE COOLERS
REPLACE AIR FILTERS	✓	✓	✓	▨	▨	▨	▨	▨
CHECK BELT TIGHTNESS/TENSION AND ADJUST AS NECESSARY	✓	✓	▨	▨	✓	▨	▨	✓
CHECK FOR A CLEAR DRAIN PEN AND UNOBSTRUCTED CONDENSATE DRAINAGE; CLEAN AS NECESSARY	✓	✓	✓	▨	▨	▨	▨	▨

LUBRICATE BEARINGS AND DAMPER BUSHINGS, OR OTHER PARTS WHERE APPROPRIATE	✓	✓	✓	▨	✓	▨	▨	▨
CHECK HEATING AND COOLING VALVE OPERATION	✓	✓	✓	▨	▨	▨	▨	▨
CONFIRM PROPER ECONOMIZER OPERATION	✓	✓	▨	▨	▨	▨	▨	▨
CHECK MOTOR STARTER OPERATION AND CONTACTORS	✓	✓	✓	▨	▨	▨	▨	▨
VERIFY PROPER THERMOSTAT OPERATION	▨	✓	✓	▨	▨	▨	▨	▨
CHECK FOR SIGNS OF REFRIGERANT OR OIL LEAKAGE	▨	✓	✓	✓	▨	▨	▨	▨
VERIFY PROPER REFRIGERANT OPERATING PRESSURES	▨	✓	✓	▨	▨	▨	▨	▨
VERIFY PROPER OPERATION AND SET POINTS	▨	▨	▨	✓	▨	▨	▨	▨
CONFIRM THAT CRANKCASE HEATERS ARE OPERATIONAL	▨	▨	▨	✓	▨	▨	▨	▨
OBSERVE REFRIGERANT SIGHT GLASS AND CRANKCASE OIL LEVEL	▨	▨	▨	✓	▨	▨	▨	▨
CHECK SUMP WATER LEVEL AND ADJUST FLOAT	▨	▨	▨	▨	✓	▨	▨	▨
CHECK AND ADJUST BLEED	▨	▨	▨	▨	✓	▨	▨	▨

CHECK FILL AND ELIMINATOR CONDITION						✓			
CHECK FAN CYCLING CONTROL AND ADJUST AS NECESSARY						✓			
CHECK FAN STARTER OPERATION AND CONTACTORS						✓			
CHECK OPERATION VS. SET COMPUTER POINTS							✓		
VERIFY PROPER FLAME							✓		
CONFIRM SAFETIES							✓		
VERIFY AIR CUSHION IN EXPANSION TANK AND ADJUST AS NECESSARY							✓		
CHECK FOR UNUSUAL VIBRATION OR SOUND								✓	
CHECK FOR SEAL OR GREASE LEAKAGE								✓	
CHECK BEARING HOUSING TEMPERATURE								✓	
CONFIRM PROPER CIRCULATING PUMP OPERATION									✓
VERIFY MEDIA PADS ARE IN PLACE									✓
CONFIRM PROPER FLOAT AND MAKE-UP WATER VALVE OPERATION									✓

FOR NON-CONDENSING BOILERS: REPLACE AIR FILTERS, HOT SURFACE IGNITORS AND FLAME SENSORS								✓				
FOR CONDENSING BOILERS: REPLACE ACID NEUTRALIZATION CANISTER								✓				
CHECK DEADHEAD OPERATION									✓			
SHUT DOWN MOTOR AND PERFORM BUMP TEST ON PUMP AND MOTOR SHAFTS [FOR BASE-MOUNTED PUMPS]									✓			

7.2. Basic Building Specifications

7.2.1. Included is a list of City sites with a list of the equipment to be maintained at each site. This list is offered for information only; the Service Provider is responsible to visit, assess site conditions, and verify quantity and type of equipment. The City will not be responsible for errors or omissions regarding the type or quantity of equipment listed.

Please note that maintenance access to the Fire Stations is subject to abrupt cancellation due to fire emergencies. Stations may not be open, due to fire crews being at a fire. Maintenance work may have to be interrupted and the Service Provider’s personnel required to leave if a crew’s absence leaves a Station without City personnel during fire emergency. The City will not be obligated to extra charges for fire station work interruptions; the Service Provider assumes all risk for this item and must estimate his proposal accordingly.

Site Location and Equipment Reference List:

a. **West Newport Community Center**
833 W 15th

- Two (2) Payne split system heat pumps (one 4 tons, one 5 tons)
- One (1) Ductless Split System
- One (1) Rooftop Evaporative Cooler

b. **Newport Theatre Arts Center**
2501 Cliff Drive

- Two (2) Carrier Split System Heat pumps (4 tons)
- One (1) Carrier packaged heat pump (5 tons)

c. Cliff Drive Community Center

301 Riverside Drive

One (1) Ductless Split System (Fujitsu)

d. Balboa Community Center

1714 W. Balboa Blvd.

One (1) Furnace only

e. Carroll Beek Community Center

115 Agate

One (1) split system heat pump (4 tons)

f. Bonita Creek Community Center

3010 La Vida

One (1) Furnace only

One (1) ductless split system

g. Community Youth Center

5th Avenue & Iris

Four (4) Trane split system heat pumps (4 tons)

7.2.1.1. The Service Provider shall furnish MERV 8 air filters for all units. The Service Provider is responsible for transporting the filters to the site (many sites do not have storage areas) and for disposing of the filters. Where available, the Service Provider may use City dumpsters. Filter changes will be quarterly, except for 24/7 units at the Police Department and Fire Department locations, where they will be changed six times per year (bi-monthly).

7.2.1.2. Condenser coil cleaning for all air cooled HVAC equipment (packaged units, split systems and air cooled chillers) shall be performed by using hoses, water, and an EPA approved coil cleaner. Please note that the majority of the buildings do not have hose bibs on the roof, and that in many cases hoses must be run up the side of the building from significant distances. This contract requires that the condenser coils be cleaned annually at all building except the Police Department and Fire Stations. The cleaning schedule at the Police Department and Fire Stations for condenser coils and metal outside air filters shall be two (2) times per year.

The cooling coils in all air handling units and packaged HVAC units will be washed with water and an EPA approved coil cleaner, and the condensate drain pans and drain lines flushed, once per year.

7.2.1.3. Quarterly service will consist of the following for each type of unit:

- a. Packaged A/C units: Replace air filters; check belt tightness and adjust as necessary; check for a clear drain pan and unobstructed condensate drainage; lubricate where appropriate bearings and damper bushings. Check heating and cooling operation; check contactor condition; verify proper thermostat operation. Check for signs of refrigerant or oil leakage. Verify proper refrigerant operating pressures. Confirm proper economizer operation.
- b. Split systems: Replace air filters; check for a clear drain pan and unobstructed condensate drainage; lubricate where appropriate. Check heating and cooling operation; check contactor condition; verify proper thermostat operation. Check for signs of refrigerant or oil leakage. Verify proper refrigerant operating pressures.
- c. Evaporative Coolers: Check for proper belt tension and adjust as required. Confirm proper circulating pump operation. Verify media pads are in place. Confirm proper float and make up water valve operation. Inspect sump for leak integrity.

7.2.1.4. Annual service will consist of the following for each type of unit:

- a. Packaged HVAC Units: Perform quarterly tasks. Replace fan belts. Wash cooling coils. Wash condenser coils per schedule noted above (some sites are more than once per year). Wash aluminum outside air filters on same schedule as condenser coils.
- b. Split Systems: Perform quarterly tasks. Wash condenser coils per schedule noted above (some sites are more than once per year).
- c. Exhaust Fans: Check for unusual vibration or sound. Replace fan belt.
- d. Evaporative Coolers: Perform quarterly tasks. Replace fan belt. Replace media pads. Wash out sump.

7.2.2. Basic Building Quarterly and Annual Schedule

7.2.2.1. Quarterly

SERVICE REQUIRED	PACKAGED HVAC	SPLIT SYSTEMS	EVAPORATIVE
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	UNITS		COOLERS
REPLACE AIR FILTERS	✓	✓	
CHECK BELT TENSION AND ADJUST AS NECESSARY	✓		✓
CHECK FOR A CLEAR DRAIN PEN AND UNOBSTRUCTED CONDENSATE DRAINAGE; CLEAN AS NECESSARY	✓	✓	
LUBRICATE BEARINGS AND DAMPER BUSHINGS WHERE APPROPRIATE	✓		
CHECK HEATING AND COOLING OPERATION	✓	✓	
CHECK CONTACTOR CONDITION	✓	✓	
VERIFY PROPER THERMOSTAT OPERATION	✓	✓	
CHECK FOR REFRIGERANT, COOLANT OR OIL LEAKAGE	✓	✓	
VERIFY PROPER REFRIGERANT OPERATING PRESSURES	✓	✓	
CONFIRM PROPER ECONOMIZER OPERATION	✓		
CONFIRM PROPER CIRCULATING PUMP OPERATION			✓
VERIFY MEDIA PADS ARE IN PLACE			✓
CONFIRM PROPER FLOAT AND MAKE-UP WATER VALVE OPERATION			✓
INSPECT SUMP FOR LEAK INTEGRITY			✓

7.2.2.2. Annual

SERVICE REQUIRED	PACKAGED HVAC UNITS	SPLIT SYSTEMS	EVAPORATIVE COOLERS	EXHAUST FANS
REPLACE FAN BELTS	✓		✓	✓
WASH COOLING COILS	✓			
WASH CONDENSER COILS	✓	✓		
WASH OUTSIDE ALUMINUM AIR FILTERS	✓			
CHECK FOR UNUSUAL VIBRATION OR SOUND				✓
REPLACE MEDIA PADS			✓	
WASH OUT SUMP			✓	

8. JANITORIAL AND CLEANING

8.1. General

The City is seeking performance-based cleaning services, so the city will not provide a detailed specification or schedule for cleaning. The Service Provider will be responsible for all janitorial and cleaning work to maintain the facilities in a clean condition to be code compliant, as applicable to each Participating Public Agency. This includes but is not limited to windows, doors, floors, carpets, ceilings, blinds, walls, restrooms, common areas, workspaces, conference rooms, training rooms, basements, warehouses, loading docks, parking spaces and exterior grounds. All facilities should be checked as appropriate to ensure that the facilities are clean. Clean will be defined as:

- a. The absence of litter or undesirable debris which can be eliminated by proper policing techniques, this includes the exterior of the building as well.
- b. The absence of unbounded dust buildup on any surface.
- c. The complete comprehensive cleaning of any item, including coroners, inside, outside, top, and bottom of any surface.
- d. The absence of any soil, wax, or other undesirable bonded buildup, which can be eliminated by appropriate heavy duty, cycle or project cleaning techniques.
- e. The presence of the appropriate surface gloss, protection, or reflective capacity in line with “like new” or designated gloss levels.
- f. The absence of minor spots, finger marks, or other limited surface soil, which can be eliminated by appropriate spot cleaning techniques.
- g. The absence of dust, lint and other in-fiber accumulation in fabric and carpeted area which can be eliminated by appropriate vacuum cleaning techniques.
- h. The issuance of maintenance and other work requests to eliminate or correct problems with damaged, non-functioning, repair or replacement oriented items, which cannot be corrected through appropriate cleaning techniques.
- i. The presence of appropriate levels of paper products, soap, and personal hygiene products in all restroom and other dispensers to prevent any unstocked situations.
- j. Trash removal – The Service Provider will be responsible for at least twice daily maintenance of the trashcans and cigarette containers surrounding the outside of the facilities including twice daily trash pickup in parking areas. The City will be responsible for providing disposal services from the buildings.

8.2. Cleaning Schedule:

The Service Provider will be responsible for all janitorial work required both during Regular Business Hours and at night. All bathrooms and hallways will be checked a minimum of once in mid-morning and once in mid-afternoon to correct shortages in toilet paper, paper towels, and soap. Spills, cleanup required due to sickness, or other incidents that may occur will be handled immediately when reported or noted when checked and any biohazard waste will be removed. The Service Provider will not wait for the night cleaning crew to resolve the issue if an incident occurs during Regular Business Hours. Cleaning during Regular Business Hours also may include vacuuming and cleaning as needed.

8.3. Specific Areas of Cleaning:

8.3.1. Window and Door Cleaning: All windows and doors should be cleaned as needed. Windows and doors with which the public comes in contact throughout the building generally need to be cleaned on a daily basis. Exterior windows above ground floor must be cleaned once per year at a minimum or as needed. Windows at the ground floor level near entrances will require cleaning

much more frequently due to the large pedestrian traffic levels experienced in the facilities.

- 8.3.2. Carpet Cleaning: Carpeted floors exist throughout the facilities and maintenance of these carpeted areas will be the responsibility of the Service Provider. Carpeted areas should be cleaned so as not to impair the life of the carpet and without causing damage to the area. The City will approve the replacement of carpet as needed. Carpeted areas should be vacuumed daily and high traffic areas should be dry cleaned on at least a quarterly basis. Areas that are not high traffic should be dry cleaned on at least a yearly basis, or as needed if more frequent than yearly. Spot cleaning will occur as needed.
- 8.3.3. Floor Cleaning: Floor cleaning will be the responsibility of the Service Provider. Floors should be cleaned so as not to impair the life of the flooring material and without causing damage to the area. All floors requiring wax will be stripped and waxed on an annual basis. Floor cleaning products and waxes will not be a safety hazard to the citizens by causing slippage or falls. Wet areas should be appropriately marked when necessary. The Service Provider is expected to respond to “accidents” by prompt cleaning and removal.
- 8.3.4. Other areas: Service Providers are responsible for maintaining all rooms and equipment where the Service Provider must perform work in a clean, neat, and organized condition at all times. This includes but is not limited to electrical and telephone closets, electrical panel boxes, telephones, etc.
- 8.3.5. Indoor playgrounds will be cleaned once per week.
- 8.3.6. The Service Provider will be responsible for graffiti removal at all buildings.

9. GROUNDS MAINTENANCE

All Sites should be serviced only during weekends and when the facilities are not in use. They should NOT be serviced on weekdays.

Service Provider will, upon contract award, perform the following in addition to the regular landscape maintenance scope of service:

9.1. Turf Management

9.1.1. General

All turf areas covered by this contract will be maintained in a first-class manner at all times. The quality of turf is to be determined by density, color, and uniformity.

9.1.2. Mowing and Trimming:

- i. Turf will be cut at a height of three (3) to four (4) inches as conditions dictate using a rotary-type mower, or reel-type mower. Blades must be sharp and balanced at all times.
- ii. Mowing will be done according to the schedule provided, weather permitting. The total number of mowings in this contract will be minimum of (40) times annually with gradual take down of grass in winter months and leaf removal.
- iii. Mowing patterns will be employed to encourage up right growth and permit the re- cycling of clipping where possible.
- iv. Clippings resulting from growth rates exceeding proposed frequencies or that as remain as clumps will be removed from turf areas.
- v. Clippings will be removed from all paved or mulched areas after each mowing.
- vi. Trimming around trees, shrubs, signs, and foundations will be performed with each mowing. Work will be performed using hand labor or mechanical devices to present a neat and trim appearance.
- vii. All walks, curbs and hard surfaces will be edged using mechanical methods concurrent with each mowing.
- viii. All bed lines, tree rings and hard line surfaces will be edged at each mowing.
- ix. Overseeding will occur, in Spring and Fall, using an improved Turf-Type Tall Fescue. Seed will be applied at a rate of 5lbs. Per 1,000 square feet.
- j. Vertiseeding will be performed between late August and mid-October. The vertiseeding operation will include:
 - i. Lawn area will be power seeded by a machine with slitting discs 2" o.c. with an adjustable depth of 1/8" to 1/4".
 - ii. Seed will be applied in one direction at a rate of approximately 5 pounds per 1,000 square feet.
 - iii. Areas inaccessible to a vertiseeder will be manually hand-raked and seeded.
 - iv. Any unsightly debris will be raked and removed.

9.1.3. Fertilization and Pest Control:

- a. All lawn areas will be fertilized three times per year using a balanced blend of commercial grade fertilizers.
- b. Fertilizer will consist of a minimum of fifty percent (50%) slow release nitrogen that will deliver 1.0lbs A /l Nitrogen per 1,000 square feet.
- c. All lawn areas will be treated three times per year with pre-emergent herbicide weed control. (Fall application, weed & feed granular; Spring app: Liquid) All lawn areas treated for turf damaging insect activity, as to reduce turf injury, treatments will occur when insect activity is observed, for additional charge. Lawn areas with broadleaf weeds will be spot treated for control as observed.

9.2. Shrub and Landscape Bed Management:

9.2.1. Pruning:

All shrubs will be pruned 7 times per season. Care will be taken not to remove too much of the leaf/flower surface areas, as not to cause plant injury. Pruning will include removing dead and/or diseased branches, as to include excess suckers, shoots, and irregular growth.

Shrubs must be prevented from touching or reaching very close to building walls; all necessary pruning should be done to avoid such situations.

9.2.2. Fertilization:

- a. Shrubs will be fertilized one (1) time per year in the Fall season.
- b. The fertilizer program for shrubs will provide the equivalent of 1.0lbs A/l per 1,000 sq ft.
- c. All fertilizers will be applied by hand, or hand held broadcast spreader.
- d. Fertilizer will be commercial grade, granular, and/or liquid Minimum 25% slow release.
- e. Compost should meet the US Composting Council Seal of Testing Assurance.

9.2.3. Weed Control:

- a. All weeds are to be removed on a continual basis.
- b. Chemical weed control will be used in shrub beds, tree rings, hardscapes (crack weeds), and along all fence lines.

- c. Mature weeds will be removed by hand; beds will be treated two (2) times per year with pre-emergent herbicide.
- d. If Bermuda grass or other perennial weeds are evident within a bed or in asphalt and concrete areas, post emergent herbicide will be sprayed on those weeds. The herbicide will be applied in such a way as to insure it does not contact any desirable plant material within the bed.

9.2.4. Shrub and Groundcover Disease- Insect control:

- a. All shrub plant material will be inspected not less than one (1) time per month.
- b. Insecticides and/or Fungicides will be applied by licensed applicator. Treatments will be made on an as needed basis for an additional charge to prevent damage to plant material.
- c. The principals of integrated pest management (IPM) will be followed when applicable. The pest management program will introduce the least amount of chemical into the landscape as is necessary to achieve acceptable levels of control of pest populations for an additional charge.

9.3. Landscape Tree Management:

This section covers landscape tree management. Landscape trees are defined as trees with a caliper of eight (8) inches or less when measured twenty-four (24) inches from ground level. The Service Provider will be responsible for normal maintenance as follows.

- a. Ornamental trees will be trimmed twice per year to a height of eight (8) feet to remove dead, damaged branches, and to develop the natural form of the tree. Crepe Myrtles will be pruned in January. Sucker growth from the base at soil level will be removed.
- b. All landscape trees will be pruned to a height of eight (8) feet throughout the season as to remove all dead, damaged, and low-hanging branches.
- c. Ornamental trees will be fertilized one (1) time per year in the fall season (liquid and/or granular fertilizers).
- d. All trees and shrubs should be prevented from hanging over buildings; pruning should be done accordingly to avoid any overhanging branches over buildings.

9.4. Pine Straw / Mulch or Hardwood Mulch Application:

- a. Spring Application – March / April

- b. Fall Application – October / November
- c. Horticultural mulch made with recycled land clearing and other wood debris shall be used. Pine straw of the finest quality will be fresh, clean and free of debris and litter. Beds will be edged with distinctive edge or ridge to enhance appearance. Excess or spilled straw will be cleaned up and removed from site. When pine straw / mulch are installed, the pine straw will be tucked or crimped behind all sidewalks and curbs. This will result in a crisp, neat border without having the pine straw hanging over the curb or laying on the sidewalk. Furthermore, this procedure will be repeated on a continual basis in order to maintain this appearance.

9.5. Seasonal Color:

- a. Spring Color – April / May
- b. Fall Color – October / November
- c. All beds will be built up with nutrient rich planting medium raked into proper shape to maximize the visibility and display potential and to provide adequate root development.
- d. The finest quality of annuals will be used. Invasive Species shall NOT be planted.

9.6. Fire Ant Control

Fire ant control must be performed yearly at site in the spring. Top Choice Granular Insecticide with Firponil (.0143% active ingredient) or approved equal must be used and applied to all mowed surfaces. One 50-pound bag of Top Choice covers about 25,000 square feet and should be applied at this rate. If substitute products are required to provide the same level of services, they should either be a better choice or at least an equal level of product.

9.7. Drainage Facilities

All drainage structures shall be checked and cleaned weekly or as needed to insure consistent unrestricted water flow. Any damage to structures shall be noted **immediately** to the City.

9.8. Irrigation System Maintenance:

This section covers basic irrigation system repair, maintenance, and system-wet checks. The work shall include all labor, supervision, equipment, tools to complete the work specified in accordance to standard irrigation procedures.

- 9.7.1. The Contractor shall maintain the complete sprinkler system in an operable condition in those locations where operable systems exist. This included but is not limited to controllers, backflow devices, moisture sensors, manual and remote

control valves, wiring, pipes, vaults, heads, and anti-drain valves. The Contractor shall **not** be responsible for the water meter assembly as Contractor may cause damage to these items.

- a. Repair and adjust all sprinkler heads to maintain proper and uniform water application. The Contractor will adhere to all State, County, and local regulations accordingly.
 - b. Adjust water application (both manual watering and by adjusting the irrigation controllers) to compensate for changes in weather. Contractor will be responsible for damages occurring due to under-watering or over-watering.
 - c. Contractor must turn off irrigation systems during rains.
 - d. All replacements to be made with original type material or as directed.
 - e. Repair or replacement of equipment damaged as a result of Contractor's negligence **shall be replaced at the Contractor's expense.**
 - f. Material substitutions must be approved by the City.
 - g. Necessary irrigation repairs shall be made prior to the next scheduled irrigation cycle. All repairs shall be made in accordance with the City of Newport Beach standard irrigation specifications.
 - h. Irrigation programming charts will be included in monthly reports in **January, April, July and October.**
 - i. Areas that require irrigation will have such accomplished no earlier than 11:00 pm and no later than 6:00 am.
 - j. Contractor will maintain moisture sensors at all sites at which such a unit is installed.
 - k. Contractor will maintain master valve and flow sensors at each site they are installed. Master valves will be tested weekly and repaired as required.
- 9.7.2. Turf shall be regularly mechanically trimmed around sprinkler heads to insure the proper operation of the system.
- 9.7.3. Irrigation systems shall be thoroughly inspected by operating all control valves and checking for proper coverage, leaks, valve actuation, proper timing, and other operational conditions. Such inspection shall be made weekly at each site. However, the contractor shall be responsible for the proper operation of the system at all times and shall perform obvious repairs as they occur or are needed.

9.7.4. **Water Conservation:** Contractor shall appoint a staff member to act as the Water Manager. Contract personnel performing water management duties shall have the following abilities and must meet the following requirements.

a. **Abilities**

- i. Meet Irvine Ranch Water District (IRWD) Landscape Irrigation Guidelines and any monthly water allocations.
- ii. Maintain a health landscape.
- iii. Calculate evapotranspiration (ET) rates to GPM.
- iv. Maintain all landscape in a usable condition (no flooding due to over-irrigation).
- v. Troubleshoot and diagnose irrigation systems issues and take corrective action.

b. **Requirements**

- i. The Water Manager shall program all controllers weekly according to IRWD allocation.
- ii. The Water Manager shall read all IRWD meters on a weekly basis, and provide this data to City Representatives if requested.
- iii. The Water Manager shall notify the Contractor or City Representative of all required repairs.
- iv. The Contractor shall meet the IRWD monthly water allocations for each meter on all streetscape and park applications. The Contractor shall maintain healthy plant material, and avoid monthly IRWD penalties.

c. **Damages for Water Management**

- i. Should the Contractor exceed the IRWD allocation, all penalty charges for water used above the allocation will be deducted from the Contractor's monthly billing.
- ii. Deduction shall exclude all approved appeals such as mainline and control valve failures.
- iii. The City's Representative shall meet monthly with the Contractor's Representative and the Contractor's Water Manager to review over-allocation water billing to determine which water billing appeals are to be approved and which are to be waived.
- iv. The Contractor shall copy City Representative on all such appeals, including all meter readings and allocation calculations.

- v. Over-allocations that do not qualify for appeal or have not been waived will be deducted from the Contractor's monthly payment.

10. MANAGEMENT SERVICE ONLY

This service will be required by the Participating Public Agency only if the Participating Public Agency chooses to award contracts to bidders for individual services rather than total facility management. Service Providers will charge a fixed annual fee for managing the facilities on behalf of the city. The Service Provider will be the primary interface with the Participating Public Agency Representative. All work orders or service requests will go to the Service Provider, who will address those issues promptly according to the type of need. The Service Provider will ensure that the facilities are always ready for service and there will be no irregularity. The Participating Public Agency will contract directly with facilities maintenance service sub-contractors and the Service Provider will be responsible for managing the performance of those sub-contractors as a designated management company working for the Participating Public Agency.

After coordinating with all sub-contractors, the Service Provider will provide annual project plan for managing the facilities before beginning the services. This project plan should be approved by the Participating Public Agency and will serve as a guideline but will not limit performance of additional necessary tasks required to maintain the facilities in excellent condition. All emergency repairs are expected to be handled appropriately (within 2 hours). Any delay will be reported to the Participating Public Agency Representative and the Service Provider will provide explanation for such delays. The Service Provider will also be responsible for performance management, expense management, work order management, scheduling of maintenance work, conducting site visits and inspections, coordinating necessary inspections with respective authorities and any other task not listed here but deemed necessary for proper management of the sub- contractors for facilities maintenance services related to the Participating Public Agency Buildings.

11. TOTAL INTEGRATED FACILITY MANAGEMENT

For Participating Public Agency Buildings that require Total Facility Management Services, the requirements include all of the above-mentioned requirements in this Scope of Services.

Service Providers will be responsible for managing all repair and maintenance work for Participating Public Agency Buildings, including sub-contractors for various services. Service Providers will be responsible for either providing all the services using their own staff or use sub-contractors to provide such services according to the Participating Public Agency's requirements and guidelines. All sub-contractors used by the Service Provider will have to be approved by the Participating Public Agency prior to beginning of any services.

The scope of work will include all services mentioned in this RFP:

- a. General maintenance
- b. Generator maintenance
- c. HVAC maintenance

- d. Janitorial and Cleaning
- e. Grounds maintenance
- f. Management service
- g. Total integrated facility management

All the specifications and requirements mentioned within each one of these services provided in this RFP apply to Total Integrated Facility Management as well. Any one-time repair under \$5,000 will be the responsibility of the Service Provider. The Participating Public Agency will be responsible for all Major Repairs (one-time repair above \$5000). In case of vandalism or accidents for which the Service Provider has no fault, the Participating Public Agency will provide reimbursement of the repairs to the Service Provider.

It is the intent of the Participating Public Agency to function as a contract monitor only. The Service Provider will be responsible for ALL aspects of Maintenance and Operation of the facilities. The Participating Public Agency may assign existing contracts over time to the Service Provider throughout the life of the contract, at which point, Service Provider will manage the various services. This will be determined based on each Participating Public Agency's policies and procedures.

The Service Provider will provide innovative, customer service oriented, organized management and well trained personnel for the facilities. Service Provider employees and sub-contractors must act at all times in a professional manner. All Service Provider employees and sub-contractors must present a professional, clean and neat appearance and maintain personal hygiene, and a professional image at all times. All Service Provider employees and sub-contractors must be dressed in clean uniforms at all times and must have their names, company name stitched on their shirts or wear an appropriate identification badge. The Service Provider must ensure employees have proper safety shoes and safety equipment for work. The Service Provider must ensure all employees and sub-contractors they utilize be trained and use all safety equipment and Personal Protective Equipment (PPE).

12. QUALIFICATION SUBMITTAL QUESTIONS

12.1. General

1. Provide a description of the Products and Services to be provided by the major product category set forth in Paragraph 3 of the Scope of Services. The primary objective is for each Proposer to provide its complete product, service and solutions offerings so that Participating Public Agencies may utilize a range of these services as appropriate for their needs.
2. Describe any related products, services and solutions provided by your company.
3. Provide a narrative on your acceptance and understanding of the Scope of Services as outlined in this RFP. Include how Proposer can provide a proposed solution which meets or exceeds the City's specifications for each of the following.
 - a. General Maintenance

- b. Generator Maintenance
 - c. HVAC Service and Maintenance
 - d. Janitorial and Cleaning Services
 - e. Grounds Maintenance and Landscaping
 - f. Management Services
 - g. Total Facility Management
4. Describe Proposer's day-to-day operating methodologies to perform the required work. What is your standard operating procedure for completing the required work?
 5. Provide a detailed description of the type of equipment and personnel you have to provide the Services outlined in this Scope of Services.
 6. Once a service request is received by your company, what is your process leading to service delivery? How much time does it take your company to mobilize and deploy after a request is received?
 7. Provide proof of certification for all work required.
 8. Provide your 24-hour emergency phone number for the City and for Participating Public Agencies. Describe your procedures for response to emergency situations.
 9. How would your company ensure prompt timing for the provision of all services, including emergency calls?
 10. For Emergency Repairs (Paragraph 4.6), submit your written procedures for response to emergency situations.
 11. Describe Proposer's ability to manage and perform changes in Scope as outlined in Paragraph 4.11.
 12. Provide an example of a written annual preventative maintenance program for a public entity of similar size and scope for electrical maintenance.
 13. Provide an example of a written annual preventative maintenance program for a public entity of similar size and scope for plumbing maintenance.
 14. Provide an example of the required generator maintenance report from Paragraph 6.3.j.
 15. Provide an example of an established written routine and preventive maintenance program for a public entity of similar scope and size for HVAC maintenance
 16. HVAC:
 - a. Provide evidence of certification and proficiency for the Carrier DDC controls listed in Paragraph 7.1.2.

- b. Describe your experience and ability to support Trane Summit Systems as requested in Paragraph 7.1.2.
 - c. Provide evidence of completion of the Mitsubishi City Multi Service Course as requested in Paragraph 7.1.2.
17. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
18. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for Facilities Maintenance Services and Solutions.

12.2. Quality

1. Describe your company's quality control processes. Include Proposer's approach to total quality management and describe your company's total quality plan.
2. Describe your problem escalation process.
3. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?
4. Describe and provide any service warranties.
5. Provide details on your company's abilities to provide item-level reporting on a regular time schedule.

12.3. Reporting and Billing

1. Describe Proposer's work order system and ability to provide reports as required in Paragraph 4.1.
2. Provide examples of reports outlined in Paragraph 4.9.
3. Provide a list and description of any additional standard reports available to the City and Participating Public Agencies. Also, what are Proposer's capabilities to provide customized reports?
4. Describe your billing procedures and your capability to provide electronic central billing on a monthly basis.
5. Describe any tools to support order requests or service calls by City end-users.

INSTRUCTIONS

1. Register With RFP Administrator

Email the RFP Administrator, Anthony Nguyen (Anguyen@newportbeachca.gov) to be added to the Contact List for this RFP and to receive updates on this solicitation, including any Addenda.

2. Proposal Format:

Two (2) separate proposals must be submitted – a Technical Proposal and a Cost Proposal. All Proposals must be bound and submitted in the prescribed format. Please note that part of the evaluation criteria takes into consideration the *responsiveness* of a proposal; proposals missing the required components listed below will be evaluated accordingly.

3. Technical Proposal Instructions:

The Proposer must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings presented herein.

Proposal submission shall consist of two (2) original hardcopies and ten (10) electronic (CD or USB flash drives) copies of the technical proposal. The Proposer must include a notarized statement that the CD or USB flash drive version is a true copy of the printed version.

Electronic/soft copies submitted must be certified free of viruses, malware, Trojans, worms, rootkits, spyware, adware, etc. Those who submit electronic/soft copies that contain viruses, malware, Trojans, worms, rootkits, spyware, adware, etc. may be liable for resulting damages.

The Proposer must submit the Technical Proposal in a separate binder containing the following information divided by tabs:

NOTE: For Local only proposals provide a statement on company letterhead on first page of proposal, acknowledging that submission is for local award consideration only.

Tab 1 – ATTACHMENTS A and B: The Proposer will provide the following completed and signed Attachments;

- a. Attachment A: Statement of Compliance
- b. Attachment B: Proposer Information Form.

Tab 2 – COVER LETTER: The Proposer will provide a cover letter describing a brief history of the Proposer and its organization. The letter will indicate which categories, if not all, in the Scope of Services, General Definition of Products and/or Services it is proposing. The letter will also indicate the principal or officer of the Proposer organization who will be the City's primary point of contact during

clarifications and negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of services and solutions on behalf of the Proposer.

Tab 3 – EXECUTIVE SUMMARY: The Proposer will provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the Proposal.

Tab 4 – PROPOSER PROFILE: The Proposer 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 Proposer. At a minimum, the Proposer will provide the following information:

- Name of firm submitting proposal
- List any dba's
- Main office address
- If a corporation, when and where incorporated
- Number of years in business
- Total number of employees (United States and Worldwide)

Tab 5 – QUALIFICATIONS:

- a. The Proposer shall respond to each Submittal item in Scope of Services, Paragraph 12.
- b. LOCAL STAFFING PLAN: The Proposer will provide the names, qualifications, professional certifications, experience, and proposed responsibilities for the Key Personnel that would comprise your organization's team for providing Services to the City. Any and all Prime Contractor and Subcontractor relationships and responsibilities must be detailed. Identify the City's primary point(s) of contact for service requests along with how many potential different people the City will have to contact for service.

Tab 6 – REFERENCES:

- a. Provide three (3) references in Attachment C of public agencies where services of similar size and scope have been performed in the last twelve (12) months. References must include organization names, addresses, names of contact persons, and telephone numbers for such references.

Tab 7 – SUPPLIER INFORMATION:

- a. Supplier Qualifications (Ref. pages 64-69): Proposer must include a narrative of its understanding and acceptance of the Supplier Commitments.
- b. Completed and signed Supplier Worksheet for National Program Consideration (Ref. page 71).
- c. Supplier Information (Ref. pages 74-77).

Tab 7 – FINANCIAL STATEMENTS:

Proposer must provide audited income statements and balance sheets from two of the most recent reporting periods in U.S. dollars.

Tab 8 – U.S. COMMUNITIES ADMINISTRATION AGREEMENT, signed unaltered

Tab 9 – Submit signed Addendum/a.

Tab 10 – PROOF OF INSURANCE:

Provide documentation showing proof of insurance coverage limits, which must meet or exceed coverage limits detailed in the Draft Agreement (Appendix A, Exhibit C). Failure to disclose proof of insurance will result in a Proposal deemed as non-responsive.

4. Cost Proposal Instructions:

The Proposer must submit a cost proposal in a separate binder, clearly marked, fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fees.

Proposal submission shall consist of two (2) original hardcopies and ten (10) electronic (CD or USB flash drives) copies of the cost proposal. The Proposer must include a notarized statement that the CD or USB flash drive version is a true copy of the printed version.

Electronic/soft copies submitted must be certified free of viruses, malware, Trojans, worms, rootkits, spyware, adware, etc. Those who submit electronic/soft copies that contain viruses, malware, Trojans, worms, rootkits, spyware, adware, etc. may be liable for resulting damages.

All prices offered in the cost proposal shall include the materials, labor, supervision, equipment, travel and any other incidentals to complete the work described in the Scope of Work. Proposer shall clearly describe the cost elements so a Participating Public Agency can calculate its monthly and annual costs for all services provided.

Proposer may price labor at an hourly rate and materials as a not-to-exceed mark-up percentage. Proposer may deviate from this provided it describes in detail all products/services being offered and submits a fee schedule in a manner that allows for clear calculation of price based on one or more criteria. Presentation in a table and/or matrix type of format is desired.

Labor prices may be priced by region, zone or other categorization.

All pricing shall be defined and submitted in the following Tab format.

TAB 1 – GENERAL MAINTENANCE

This includes, but is not limited to, electrical, plumbing, building repairs, window washing, pest control, snow and ice removal, security systems and any other general maintenance services.

TAB 2 – GENERATOR MAINTENANCE

This includes, but is not limited to, preventive maintenance and repairs for generators.

TAB 3 – HVAC SERVICE AND MAINTENANCE

This includes, but is not limited to, heating, ventilation and air conditioning service involving , but not limited to, the following system components: chillers, cooling towers, induction units, sump, circulation pumps, primary chilled water expansion tank, primary and secondary hot water expansion tanks, valves, water treatment equipment, and all associated components of the chilled water systems; air-handling units, dampers, valve boxes and all associated components of the ventilating systems; self-contained HVAC units and all other components serving computer centers; automatic temperature controls, pneumatic equipment, the facilities energy management system and all associated components of the automatic controls systems, induction units, circulating pumps, heat exchangers, valves and all associated components of the heating systems.

TAB 4 – JANITORIAL AND CLEANING SERVICES

This includes, not is not limited to, cleaning of windows, doors, floors, carpets, ceilings, blinds, walls, restrooms, common areas, workspaces, conference rooms, training rooms, basements, warehouses, loading docks, parking spaces and exterior grounds.

TAB 5 – GROUNDS MAINTENANCE AND LANDSCAPING

This includes, but is not limited to, turf management, shrub and landscape bed management, landscape tree management, pine straw, mulch or hardwood mulch application, seasonal color through use of flowers, fire ant control, and irrigation system maintenance.

TAB 6 – MANAGEMENT SERVICES

This includes complete management of facilities on behalf of the City or a Participating Public Agency. The City or Participating Public Agency will contract directly with facilities maintenance service sub-contractors and the Supplier will be responsible for managing the performance of those sub-contractors as a designated management company working for the City or Participating Public Agency.

TAB 7 – TOTAL FACILITY MANAGEMENT SERVICES

This includes the complete management of facilities whereby the Supplier will be responsible for managing all repair and maintenance work for the City or Participating Public Agency, including sub-contractors for various services. Supplier will be responsible for either providing all the services using its own staff or use sub-contractors to provide such services according to the City's or Participating Public Agency's requirements and guidelines.

TAB 8

- a. Detail any additional pricing incentives, discounts or rebates that may be available such as for large volume services, bundled services, etc., by Participating Public Agencies.
- b. Detail any additional pricing discounts for the purchase of services for groups of Participating Public Agencies in a local geographic area that desire to combine requirements, i.e. local city, county, school district, housing authority, transit authority, etc.
- c. Provide the methodology of how you will substantiate and justify any requests for adjustment in cost of services during the term of the contract.

TAB 9

Provide pricing for any related products, services and solutions available from Proposer.

5. Submittal Information:

Two (2) original (duly marked) hardcopies and ten (10) electronic (CD or USB flash drives) copies of the Technical proposal and two (2) original (duly marked) and ten (10) electronic (CD or USB flash drives) copies of the Cost Proposal shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the Proposers name and address on the outside. The Proposer must include a notarized statement that the CD or thumb drive version is a true copy of the printed version. Electronically stamped delivery receipts are available. Facsimile or e-mail submitted proposals will not be accepted. **Proposals are due by October 29, 2013.**

RFP Administrator: Anthony Nguyen, Purchasing Agent
City of Newport Beach Corporation Yard
592 Superior Avenue
Newport Beach, CA 92663
T: 949.644.3080 F: 949.642.7072
Email: anguyen@newportbeachca.gov

(Please mark all submittals "RFP No. 14-00 – FACILITIES MAINTENANCE SERVICES AND SOLUTIONS")

For Local only proposals:

(Please mark all submittals "RFP No. 14-00 – FACILITIES MAINTENANCE SERVICES AND SOLUTIONS LOCAL ONLY")

It is the responsibility of the Proposer to ensure that its Proposal is received before the stated deadline. Postmarks will not be considered as a valid excuse for delayed or missing proposals.

6. Pre-Proposal Conference:

A pre-proposal telephone conference will be conducted on the date and time listed in the Project Schedule (Paragraph 10 of Instructions). The proposal terms and conditions will be reviewed and discussed at this time. The conference is not mandatory. Interested proposers are strongly encouraged to attend.

Please notify Purchasing Agent at least 24 hours prior to Pre-Proposal Conference if you plan to attend. Provide name(s) of people attending, company name and phone numbers of people attending. (Anthony Nguyen, anguyen@newportbeachca.gov)

Phone number for pre-proposal conference:
1-866-740-1260, Access Code: 5640320

7. Questions, Answers and Addenda to RFP:

Prior to the RFP submission deadline questions may arise regarding the specifications and procedural or administrative matters. By **October 8, 2013** all questions pertaining to this RFP shall be directed to the RFP Administrator only; Proposers **shall not** contact any other City staff with questions. The RFP Administrator will draft a formal response to all questions stated and post answers on the City website.

Changes to the RFP itself shall only be made by the City via formal written addenda. Addenda will be published on the City’s website. All addenda shall become a part of the RFP document requiring response by the proposer where indicated.

It is the sole responsibility of the Proposer to ensure that it has received the entire Request for Proposal, including any and all questions, answers and addenda by visiting the City’s website prior to the RFP submission deadline. Proposers may also email the RFP Administrator to be added to the Contact List for this RFP to receive updates on any addenda.

8. Proposal Evaluation Criteria:

Proposals will be evaluated on the basis of the response to all provisions of this RFP. Since this solicitation is an RFP as opposed to a Bid, pricing alone will not constitute the entire selection criteria. The City may use some or all of the following criterion and corresponding percentages in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The City reserves the right to modify the evaluation criterion and percentage of score as deemed appropriate prior to the commencement of evaluation.

POTENTIAL PROPOSAL EVALUATION CRITERION	
EVALUATION CRITERION	PERCENTAGE OF SCORE
Technical Proposal – Qualifications and experience of the proposing Contracting firm.	60%
Cost Proposal - The Contracting firm’s proposed costs.	40%

The City reserves the right to determine whether or not a proposal meets the specifications and requirements of this RFP and reject any proposal that, in the City’s opinion, fails to meet the detail or intent of the requirements. The City reserves the right to reject any and all proposals.

Once Proposals are received, Proposers will be asked to price Sample Projects using Proposers submitted Cost Proposal information within three (3) business days of being notified by the City.

9. Selection Process:

The City shall employ a two-step process to select a Contractor for this Project, with an option for a third step, if necessary. In the first step, a panel shall rate all Proposals using the criteria described on the previous page. Each criterion shall be assigned a unique scoring weight based on the significance of each criterion to the overall success of the Project. In the second step, a cost analysis shall be performed on all cost proposals and/or fee schedules received from the Proposals. A Ratio of Cost score shall be assigned to each Proposal based on the estimated annual cost. Following these two steps, the average score from Step 1 and the Ratio of Cost score from Step 2 will be combined and all Proposals will be ranked based on this aggregate score. If, upon conclusion of this two-step process, (1) there are a multitude of firms close together in regard to aggregate score; or (2) no single firm has been

distinguished as a likely successful Proposer, the City reserves the right to initiate a third step which shall involve a panel interview. Firms invited to this third step shall have their panel interviews evaluated and scored, with the average interview score combined with the scores from the previous two steps, resulting in a new aggregate score.

10. Project Schedule:

The following is a tentative schedule of this entire RFP process. While the City will attempt to apply the necessary resources to maintain this schedule, the following dates are merely projections and the City reserves the right to modify this schedule as needed to accommodate the completion of this RFP process.

TENTATIVE PROJECT SCHEDULE	
RFP Published:	September 23, 2013
Pre-Proposal Teleconference	October 7, 2013, 10:00 am Pacific
Questions from Proposers Due:	October 8, 2013, 4:00 pm Pacific
Questions and Answers Posted:	October 15, 2013
Proposals Due:	October 29, 2013, 2:00 pm Pacific
Review of Proposals by Review Panel:	November 12-14, 2013
Anticipated Contract Award:	January 2014

11. Contract Period and Renewal:

The term of the contract will be for three (3) years following the contract award date. City of Newport Beach may, at its option, renew the term of this Contract up to a maximum of two (2) years, one (1) year at a time. The Contractor shall be notified in writing by the City’s Purchasing Department of its intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of products or services must be substantiated and justified and must be approved by the City Purchasing Manager.

At any time after the date of the Request for Proposal the Contractor makes a general price reduction in the comparable price of any services covered by the contract to customers generally, an equivalent price reduction based on similar services and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced).

TERMS AND CONDITIONS

I. Acceptance of Terms and Conditions

Submission of a proposal indicates acceptance by the company submitting the proposal of the terms, conditions and specifications contained in this RFP and Draft Agreement, unless clearly and specifically stated otherwise in the completed Statement of Compliance.

II. Precedence of Terms and Conditions

All other terms and conditions of the Draft Agreement attached within this RFP as Appendix A are hereby incorporated into the terms and conditions of this RFP. In the event of a conflict of terms and conditions between the RFP document and the draft agreement, the terms and conditions expressed in the Draft Agreement shall take precedence.

III. Public Record

Upon submission of a proposal and other materials for consideration by the City, such proposals and materials shall become the property of the City of Newport Beach. Proposals may be subject to public inspection and disclosure pursuant to state and federal law after the award of a contract for this Project. Proposers may mark sections of the Proposals “Confidential” and the City shall make every effort to protect such confidential information insofar as it is required to protect trade secrets or a proprietary process. In these instances, City shall contact Proposer prior to the public release of any sections noted as “Confidential”. Prior to the RFP deadline, proposals may be modified or withdrawn by an authorized representative of the Proposer by written notice to the Purchasing Office.

IV. Availability of Records

All relevant documents pertaining to this RFP and procurement process shall be made available by the Purchasing Office upon successful conclusion of the entire procurement process.

V. Late Proposals

Any proposal which is not received by the City’s Purchasing Office prior to the deadline date and time set forth in this RFP shall not be considered. The City assumes no responsibility or liability for the transmission, delay, or delivery of a proposal by either public or private carriers.

VI. Specificity of Information

No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

VII. Errors and Omissions

This RFP cannot identify each specific, individual task required to successfully and completely implement this Project. The City relies on the professionalism and competence of Proposers to be knowledgeable of the general areas identified in the scope of work and to include in their proposals all materials, equipment, required tasks and subtasks, personnel commitments, man-hours, labor,

direct and indirect costs, etc. Proposers shall not take advantage of any errors and/or omissions in this RFP document or in the firm's specifications submitted with their proposals. Where such errors or omissions are discovered by the City, full instructions will be given by the City in the form of an addenda.

VIII. Proposal Validity

Unless otherwise noted by the Proposer, all proposals shall be held valid for a period of 180 days.

IX. Right of Rejection

The City reserves the right to: (1) Accept or reject any and all proposals or any part of any proposal, and to waive minor defects or technicalities in such; (2) Request clarification of any information contained in a proposal; (3) Solicit new proposals on the same project, or on a modified project, which may include portions of the original RFP as the City may deem necessary; (4) Disregard all non-conforming, non-responsive, or conditional proposals, (5) Reject the response of any proposer who does not pass the evaluation to the City's satisfaction, (6) Allow for the correction of errors and/or omissions; (7) Select the proposal that will best meet the needs of the City, and (8) Negotiate service contract and terms with the successful Proposer.

X. Right of Rejection of Lowest Fee Proposal

The City is under no obligation to award this project to the Proposer offering the lowest fee proposal. Evaluation criteria expressed in this RFP solicitation shall be used in the proposal evaluation process. In evaluating proposals, the City may consider the qualifications of the proposers and whether the proposals comply with the prescribed requirements. The size and scope of the Project at hand may dictate the degree to which Qualifications-Based Selection processes are utilized.

XI. Non-Compliance

Proposers and/or proposals that do not meet the stated requirements for this Project may be considered noncompliant and may be disqualified, unless such noncompliance is waived by the City. During the evaluation process, the City reserves the right to request additional information or clarification from those submitting proposals, and to allow corrections of errors and/or omissions.

XII. Exceptions to Proposal Requirements

Proposers may find instances where they must take exception with certain requirements or specifications of the RFP and/or Draft Agreement. All exceptions shall be clearly identified using the Statement of Compliance, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

XIII. Determination of Responsiveness and Responsibility

The City shall have sole authority in determining the responsiveness and responsibility of any and all Proposals. For Proposals containing exceptions to specifications and/or requirements, the City shall have sole authority in determining the extent to which exceptions affect the responsiveness and responsibility of any and all Proposals.

XIV. Obligation to Award

The City of Newport Beach is not obligated to enter into a Contract or Agreement on the basis of any proposal submitted in response to this RFP. City reserves the right to award multiple contracts for this Project if it is deemed most advantageous to the City.

XV. Bidder Reimbursement Prohibition

The City will not pay for any information herein requested, nor are they liable for any costs incurred by any vendors prior to award of a contract or purchase order. The City may require the finalist proposer(s) to provide on-site presentations and demonstrations of the product(s)/service(s) proposed by the proposer(s). All costs associated with the demonstrations or follow-up interviews are the sole obligation of the proposer(s).

XVI. Gratuity Prohibition

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City for the purpose of influencing consideration of this proposal. Submission of a Proposal indicates Proposer certifies that they have not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the contract.

XVII. Contact with City Personnel or Entities

During the RFP procurement process, proposal evaluation process and proposal selection process, the RFP Administrator is to serve as the primary point of contact for any and all matters pertaining to this RFP and Project. Proposers shall not contact any City personnel or entities other than the RFP Administrator or those from the City's Purchasing Office for matters regarding this Project until conclusion of the entire procurement process, which shall be defined as Agreement Award. Unauthorized contact may result in disqualification of Proposals.

XVIII. Indemnification

Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services. Submission of a Proposal indicates Proposer waives the right to claims for damages of any nature, whatsoever, based on the Proposal solicitation and/or selection process.

XIX. Insurance Requirements

The selected Contractor(s) for this Project shall be required, prior to the execution of a Contract, to furnish proof of insurance. The specific insurance types and limits depend on the Project and can be found in the Draft Agreement (Appendix A) of this RFP solicitation.

XX. Compliance with All Applicable Laws

Proposer declares that it shall comply with all licenses, statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted, including, but not limited to, appropriate contractor licensing and business licensing.

XXI. Inclusive Proposal Pricing

Proposal pricing shall include any and all applicable licenses, insurance coverage, endorsements, bonding and if necessary, any wage compliance deemed necessary to perform the Work or Services

as part of the Project described in this RFP. City will not be responsible for reimbursing Contractors for any charges not included in the Proposal pricing that are incurred in securing these requirements.

XXII. Subcontractor/Joint Ventures

The selected Contractor shall be the Prime Contractor performing the primary functions of the Agreement. If any portion of the Agreement is to be performed by a subcontractor, this must be clearly set forth in the Proposal submittal as to what part(s) is/are to be delegated. The City reserves the right to reject any Proposal wherein use of subcontractors significantly affects the ability of the Proposer to function as the Prime Contractor on the awarded Agreement. The Prime Contractor will at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them. Acceptance or rejection of a Proposer's request to use subcontractors is at the sole discretion of the City.

SUPPLIER QUALIFICATIONS

COMMITMENTS

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

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

(a) **Corporate Commitment.**

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

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always 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 the Administration Agreement, 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

U.S. Communities Administration Agreement

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

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

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

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

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
YES ____ NO ____
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?
YES ____ NO ____
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in all 50 U.S. states?
YES ____ NO ____
- D. Did your company have sales greater than \$100 million last year in the United States?
YES ____ NO ____
- E. Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?
YES ____ NO ____
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES ____ NO ____
- G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES ____ NO ____
- H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES ____ NO ____
- I. Will your company commit to the following program implementation schedule?
YES ____ NO ____
- J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES ____ NO ____

Submitted by:

(Printed Name)

(Signature)

(Title)

(Date)

New Supplier Implementation Checklist

New Supplier Implementation Checklist	Target
1. First Conference Call Discuss expectations Establish initial contact people & roles Outline kickoff plan Establish WebEx training date	One Week
2. Second Conference Call Review Contract Commitments	One Week
3. Executed Legal Documents U.S. Communities Administration Agreement Lead Public Agency agreement signed	One Week
4. Supplier Login Established Complete Supplier Set Up form Complete user account & user ID form	One Week
5. Initial Sr. Management Meeting Implementation Process Progress U.S. Communities & Supplier Organizational Overview Supplier Manager to review and further discuss commitments	Two Weeks
6. Initial National Account Manager (NAM) & Staff Training Discuss expectations, roles & responsibilities Introduce and review web-based tools Review process & expectations with NAM and lead referral	Two Weeks
7. Review Top Joint Target Opportunities Top 10 local contracts Review top U.S. Communities Participating Public Agencies	Four Weeks
8. Program Contact Requirements Supplier contacts communicated to U.S. Communities Staff Dedicated email Dedicated toll free number Dedicated fax number	One Week
9. Web Development Initiate IT contact	One Week

Initiate E-Commerce Conversation	One Week
Begin Website construction	Two Weeks
Website final edit	Five Weeks
Product upload to U.S. Communities site	Five Weeks
10. Sales Training & Roll Out	
Program Manager (PM) briefing - Coordinate with NAM	Five Weeks
Initial remote WebEx training for all sales - Coordinate with	Three Weeks
Establish 90-day face-to-face training plan/strategy session	Two Weeks
Top 10 metro areas - Coordinate with NAM & PM	Four Weeks
Initiate contact with Advisory Board (AB) members	Four Weeks
11. Marketing	
General announcement	Six Weeks
1 Page Summary with Supplier contacts	
Branding of program	
Supplier handbook	
Announcement to AB and Sponsors	

SUPPLIER INFORMATION

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

Company

1. Total number and location of sales persons employed by your company in the United States;

Example:

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

2. Number and location of distribution outlets in the United States (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales for 2010, 2011 and 2012 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2010, 2011, AND 2012			
Segment	2010 Sales	2011 Sales	2012 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
6. Has your company been the subject of a dispute or strike by organized labor within the last five (5) years? Describe the circumstances and the resolution of the dispute.

7. Would anyone from your company (i.e. management, key employees, and large shareholders) enter into any conflicts of interest by participating in this RFP or conducting business with the City?
8. Has your company or parent filed Chapter 11 or 13 bankruptcies in the past five (5) years?
9. Describe any significant financial changes in the company over the last two years and any expected significant changes for the next two years.
10. Briefly describe all lawsuits or judgments greater than \$500k within the last 24 months.
11. Provide a list with contact information of your company's ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided. Provide a list with contact information of five public agency customers that your company has lost in the last twelve months.

Distribution

1. Describe any work that is subcontracted by your company. Please include the name and location of subcontractors.
2. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Marketing

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

Administration

1. Describe your company's capacity to employ EDI, telephone, ecommerce, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
2. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
3. Describe your company's ecommerce capabilities, including details about your ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). Please detail where you have integrated with a public agency's ERP (PeopleSoft, Lawson, Oracle, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.
4. Describe your company's implementation and success with existing multi-state cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information.
5. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
6. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.
7. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

National Staffing Plan

A staffing plan is required which describes the Supplier's proposed staff distribution to implement and manage this contract throughout the term of the contract. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline of each member's involvement throughout the contract. It is mandatory that this section identify the key personnel who are to be engaged in this contract, their relationship to the contracting organization, and amount of time to be devoted to the contract.

Environmental

1. Provide a brief description of any company environmental initiatives, including your company's environmental strategy, your investment in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy.
2. Describe your company's process for defining green products or sustainable processes.
3. Describe your company's experience with maintaining facilities that are LEED certified.

Additional Information

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

SECTION 2:
PROPOSAL ATTACHMENTS



ATTACHMENT A: STATEMENT OF COMPLIANCE

Instructions: Each proposal must be accompanied by a signed Statement of Compliance. The Proposer must sign one, and only one of the declarations stated below and remit as part of your Proposal as Attachment B.

No Exceptions. The undersigned declares that the Proposal submitted by (Name of Firm) _____ to provide s as described in City of Newport Beach RFP No. 13-48 was prepared in strict compliance with the instructions, conditions, and terms listed in the RFP, Scope of Services and Draft Agreement with no exceptions taken.

Signature

Date

Printed Name and Title

Exceptions. By signing below, the Proposer acknowledges that the Proposal submitted by (Name of Firm) _____ has been prepared in consideration of and with exception to some of the terms of the RFP, Scope of Services and Draft Agreement. By signing below, the Proposer declares that the Proposal includes a statement that identifies each item to which the Proposer is taking exception or is recommending change, includes the suggested rewording of the contractual obligations or suggested change in the RFP, and identifies the reasons for submitting the proposed exception or change. The City reserves the right to reject any declarations that are not accompanied with the required documentation as described above.

Signature

Date

Printed Name and Title

[Attach a separate sheet(s) detailing each exception being taken]

ATTACHMENT B: PROPOSER INFORMATION FORM

Instructions: Complete the form below and remit as part of your Proposal as Attachment B.

CONTRACTOR INFORMATION

CONTRACTOR/FIRM NAME: _____

ADDRESS FOR NOTICES: _____

MAIN CONTACT (NAME AND TITLE): _____

CONTACT NUMBERS: TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

FIRM SIGNATURE AUTHORIZATION AND CERTIFICATION

Per the California Corporate Code, Business and Professions Code, the Contractor's Bylaws/Operating Agreement and/or the attached Board Resolution (if applicable), I/we hereby verify that I/we am/are (an) authorized signatory(ies) for the aforementioned Contractor and as such am/are authorized to sign and bind the Contractor in contract with the City of Newport Beach.

1. CONTRACTOR AUTHORIZED SIGNATORY(IES):

SIGNATURE	PRINT NAME	TITLE	DATE
-----------	------------	-------	------

SIGNATURE	PRINT NAME	TITLE	DATE
-----------	------------	-------	------

2. SIGNATURE AUTHORIZATION IS PROVIDED IN ACCORDANCE WITH:

Proposer's Bylaws/ Operating Agreement Section _____ Copy Attached

Board Resolution Copy Attached

Corporate or Business and Professions Code**

**If Contractor is a corporation, two (2) authorized signatories will be required on all documents submitted, unless specified in the organization's Bylaws or corporate resolution.

IMPORTANT NOTE: If the signature authorization status of any individual changes during the term of the contract, it is the responsibility of the Contractor to contact the City Administrator for the Contractor regarding the change and to complete and submit a new Signature Authorization Form. Incorrect information on file may delay the processing of any of the documents submitted.

ATTACHMENT C: REFERENCES

Please list three (3) Facilities Maintenance Services contracts (public agency contracts preferred) that would be representative of your firm’s work and services. Referenced projects must have been ongoing for at least one (1) year or completed within the last three (3) years. If additional space is required, provide on a separate sheet. The City will contact these references.

You must verify that contact person listed is accurate and still employed with the public agency.

Reference 1

Public Agency Name: _____ Phone: _____
Contact: _____ Email: _____
Title: _____
Address: _____

Description of services provided:

Total dollar amount: _____

Reference 2

Public Agency Name: _____ Phone: _____
Contact: _____ Email: _____
Title: _____
Address: _____

Description of services provided:

Total dollar amount: _____

Reference 3

Public Agency Name: _____ Phone: _____
Contact: _____ Email: _____
Title: _____
Address: _____

Description of services provided:

Total dollar amount: _____

**SECTION 3:
APPENDICES**

Appendix A: Draft Agreement



**MAINTENANCE/REPAIR SERVICES AGREEMENT
WITH [CLICK HERE TO ENTER TEXT.] FOR
FACILITIES MAINTENANCE SERVICES**

THIS MAINTENANCE/REPAIR SERVICES AGREEMENT ("Agreement") is made and entered into as of this ___ day of _____, 2013 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and [Click here to enter text.], a [form of ownership] ("Contractor"), whose address is [Click here to enter text.], and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Contractor to provide facilities maintenance services at City facilities ("Project").
- C. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the maintenance and/or repair services described in this Agreement.
- D. Contractor has examined the location of all proposed work, carefully reviewed and evaluated the specifications set forth by City for the Project, is familiar with all conditions relevant to the performance of services, and has committed to perform all work required for the compensation specified in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on December 31, 2016, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

2.1 Contractor shall diligently perform all the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). As a material inducement to City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and Contractor is experienced in performing the Work contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest industry standards in performing the Work required hereunder and that all materials will be of good quality. For purposes of this Agreement, the phrase "highest industry

standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

2.2 Contractor shall perform all Work required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary for the Project.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Contractor shall perform the Services in accordance with the schedule included in Exhibit A. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Contractor to strictly adhere to the schedule set forth in Exhibit A, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Contractor shall not be responsible for delays due to causes beyond Contractor's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Contractor shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein, not later than two (2) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Contractor's control.

3.4 For all time periods not specifically set forth herein, Contractor shall respond in the most expedient and appropriate manner under the circumstances, by fax, hand-delivery or mail.

4. COMPENSATION TO CONTRACTOR

4.1 City shall pay Contractor for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Except as otherwise provided herein, no rate changes shall be made during the term of this Agreement without the prior written approval of City. Contractor's compensation for all Services performed in accordance with this Agreement, including all reimbursable items, shall not exceed **[Click here to enter text.] Dollars ([Click here to enter text.])**, without prior written amendment to the Agreement.

4.2 Contractor shall submit monthly invoices to City describing the Work performed the preceding month. Contractor's bills shall include the name and/or classification of employee who performed the Work, a brief description of the Services

performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Contractor no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Contractor only for those costs or expenses specifically identified in Exhibit B to this Agreement, or specifically approved in writing in advance by City.

4.4 Contractor shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with Exhibit B.

5. PROJECT MANAGER

5.1 Contractor shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Contractor has designated [Click here to enter text.] to be its Project Manager. Contractor shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

6. ADMINISTRATION

This Agreement will be administered by the Municipal Operations Department. City's Deputy Municipal Operations Director or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Contractor in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Contractor, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Contractor's Work schedule.

8. TYPE AND INSTALLATION OF MATERIALS/STANDARD OF CARE

8.1 Contractor shall use only the standard materials described in Exhibit A in performing Services under this Agreement. Any deviation from the materials described in Exhibit A shall not be installed or utilized unless approved in advance and in writing by the Project Administrator.

8.2 All of the Services shall be performed by Contractor or under Contractor's supervision. Contractor represents that it possesses the personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with highest industry standards. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Contractor certifies that the Work conforms to the requirements of this Agreement and all applicable federal, state and local laws and the industry standard.

8.3 Contractor represents and warrants to City that it has, shall obtain and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Contractor to practice its profession. Contractor shall maintain a City of Newport Beach business license during the term of this Agreement.

8.4 Contractor shall not be responsible for delay, nor shall Contractor be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Contractor's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. RESPONSIBILITY FOR DAMAGES OR INJURY

9.1 City and all officers, employees and representatives thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the Project or for injury to or death of any person as a result of Contractor's performance of the Services required hereunder; or for damage to property from any cause arising from the performance of the Project by Contractor, or its subcontractors, or its workers, or anyone employed by either of them.

9.2 Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects, obstructions or from any cause arising from Contractor's Work on the Project, or the Work of any subcontractor or supplier selected by Contractor.

9.3 To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation,

attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Contractor's presence or activities conducted on the Project (including the negligent and/or willful acts, errors and/or omissions of Contractor, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

9.4

Notwith-
standing the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing
in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

9.5 Contractor shall perform all Work in a manner to minimize public inconvenience and possible hazard, to restore other work areas to their original condition and former usefulness as soon as possible, and to protect public and private property. Contractor shall be liable for any private or public property damaged during the performance of the Work by Contractor or its agents.

9.6 To the extent authorized by law, as much of the money due Contractor under and by virtue of the Agreement as shall be considered necessary by City may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

9.7 The rights and obligations set forth in this Section shall survive the termination of this Agreement.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Contractor on an independent contractor basis and Contractor is not an agent or employee of City. The manner and means of conducting the Work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Contractor or its employees. Nothing in this Agreement shall be deemed to constitute approval for Contractor or any of Contractor's employees or agents, to be the agents or employees of City. Contractor shall have the responsibility for and control over the means of performing the Work, provided that Contractor is in compliance with the terms of this

Agreement. Anything in this Agreement that may appear to give City the right to direct Contractor as to the details of the performance of the Work or to exercise a measure of control over Contractor shall mean only that Contractor shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Contractor agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with Contractor on the Project.

12. CITY POLICY

Contractor shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Contractor is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Contractor is a partnership or joint-venture or syndicate or cotenancy, which shall result in changing the control of Contractor. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A. Contractor shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

Each and every report, draft, map, record, plan, document and other writing produced (hereinafter "Documents"), prepared or caused to be prepared by Contractor, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Contractor or any other party. Contractor shall, at Contractor's expense, provide such Documents to City upon prior written request.

18. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

19. RECORDS

Contractor shall keep records and invoices in connection with the Services to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Contractor shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

20. WITHHOLDINGS

City may withhold payment to Contractor of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Contractor shall not discontinue Work as a result of such withholding. Contractor shall have an immediate

right to appeal to the City Manager or his/her designee with respect to such disputed sums. Contractor shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

21. CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS

City reserves the right to employ other contractors in connection with the Project.

22. CONFLICTS OF INTEREST

22.1 Contractor or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

22.2 If subject to the Act, Contractor shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Contractor shall indemnify and hold harmless City for any and all claims for damages resulting from Contractor's violation of this Section.

23. NOTICES

23.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

23.2 All notices, demands, requests or approvals from Contractor to City shall be addressed to City at:

Attn: Deputy Municipal Operations Director
Click here to enter text.
City of Newport Beach
100 Civic Center Drive
PO Box 1768
Newport Beach, CA 92658

23.3 All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at:

Attn: Click here to enter text.
Click here to enter text.
Click here to enter text.

[Click here to enter text.](#)

24. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Contractor's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Contractor in writing as unsettled at the time of its final request for payment. Contractor and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Contractor shall be required to file any claim Contractor may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.*).

25. TERMINATION

25.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

25.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Contractor. In the event of termination under this Section, City shall pay Contractor for Services satisfactorily performed and costs incurred up to the effective date of termination for which Contractor has not been previously paid. On the effective date of termination, Contractor shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

26. LABOR

26.1 Contractor shall conform with all applicable provisions of state and federal law including, but not limited to, applicable provisions of the federal Fair Labor Standards Act ("FLSA") (29 USCA § 201, *et seq.*).

26.2 Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, Contractor shall immediately give written notice to City, and provide all relevant information.

26.3 Contractor represents that all persons working under this Agreement are verified to be U.S. citizens or persons legally authorized to work in the United States.

26.4 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees from loss or damage, including but not limited to attorneys' fees, and other costs of defense by reason of actual or alleged violations of any applicable federal, state and local labor laws or law, rules, and/or regulations. This obligation shall survive the expiration and/or termination of the Agreement.

27. STANDARD PROVISIONS

27.1 Recitals. City and Contractor acknowledge that the above Recitals are true and correct and are hereby incorporated by reference.

27.2 Compliance with all Laws. Contractor shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Contractor shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

27.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

27.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

27.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

27.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

27.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

27.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

27.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

27.10 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, age or any other impermissible basis under law.

27.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

27.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**
Date: _____

CITY OF NEWPORT BEACH,
a California municipal corporation
Date: _____

By: _____
Aaron C. Harp
City Attorney

By: _____
Click here to enter text.
Click here to enter text.

ATTEST:
Date: _____

CONTRACTOR: [Click here to enter text.],
a [form of ownership]
Date: _____

By: _____
Leilani I. Brown
City Clerk

By: _____
Click here to enter text.
Click here to enter text.

Date: _____

By: _____
Click here to enter text.
Click here to enter text.

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates
 Exhibit C – Insurance Requirements

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
SCHEDULE OF BILLING RATES

**EXHIBIT
C**

**INSURANCE REQUIREMENTS – MAINTENANCE/REPAIR/JANITORIAL
SERVICES**

1. Provision of Insurance. Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Contractor agrees to provide insurance in accordance with requirements set forth here. If Contractor uses existing coverage to comply and that coverage does not meet these requirements, Contractor agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.

A. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

B. General Liability Insurance. Contractor shall maintain commercial general liability insurance and, if necessary, umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate.

T

he policy shall cover liability arising from premises, operations, products- completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with no endorsement or modification limiting the scope of coverage for liability assumed under a contract.

- C. Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01

covering bodily injury and property damage for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit each accident.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
- A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.
- B. Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, shall provide or be endorsed to provide that City and its officers, officials, employees, and agents shall be included as insureds under such policies.
- C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self- insurance maintained by City.
- D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.
5. Additional Agreements Between the Parties. following:

The parties hereby agree to the

A. Evidence of Insurance.

Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor sixty (60) calendar days advance

written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation.

C. Right to Review Subcontracts. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees.

D. Enforcement of Agreement Provisions. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

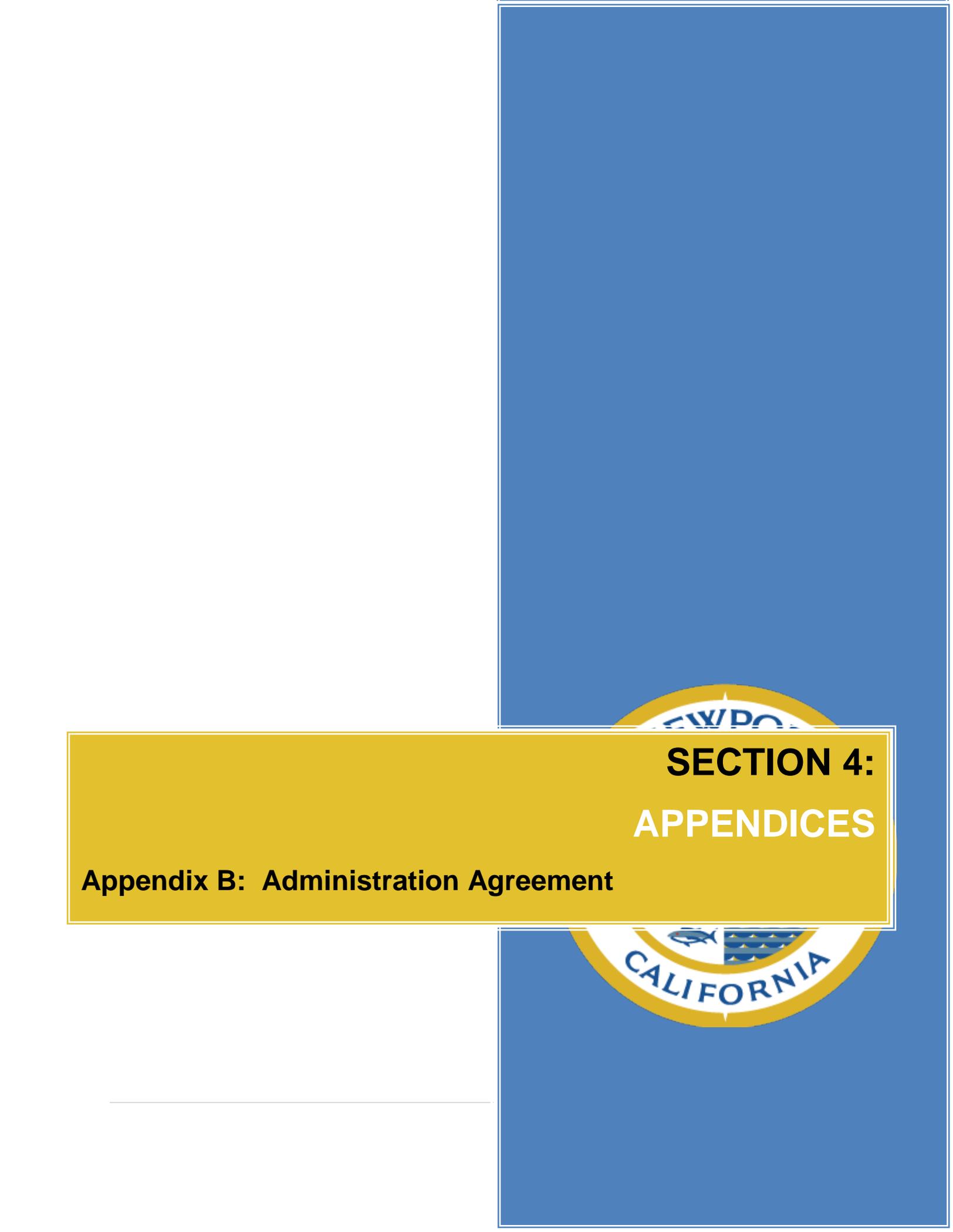
F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self- insurance will not be considered to comply with these requirements unless approved by City.

G. City Remedies for Non-Compliance

If Contractor or any sub-consultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Contractor's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Contractor or reimbursed by Contractor upon demand.

H. Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Contract, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

I. Contractor's Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.



**SECTION 4:
APPENDICES**

Appendix B: Administration Agreement

ADMINISTRATION AGREEMENT

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

RECITALS

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

WHEREAS, the Master Agreement provides that any state, 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 tradeshow and by providing online tools to Supplier's sales force.

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

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

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies

shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always 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

- 1.1 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

3.5 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.

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

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

6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

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

[Remainder of Page Intentionally Left Blank – Signatures Follow]

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

By _____

Name: _____

Title: _____

ATTACHMENT A

MASTER AGREEMENT

(City of Newport Beach Master Agreement/Contract to be attached at time of award.)

ATTACHMENT B

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												

**SECTION 5:
APPENDICES**

Appendix C: Additional Information



APPENDIX C: MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

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

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

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.

3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products and Services
5. That a procuring party will make timely payments to the Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

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

State: HI (105 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 (60 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
ALCOHOLIC REHABILITATION SVS OF HI INC DBA HINA
MAUKA
ASSOCIATION 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
MAUI FAMILY YMCA
WAILUKU FEDERAL CREDIT UNION
ST. THERESA CHURCH
HALE MAHAOLU
Hawaii Island Humane Society
First United Methodist Church
AOAO 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 (4 records)

Ricoh
Hawaii Information Consortium
Leeward Community Church
Queen Emma Gardens AOA

Account Type: Unknown (1 record)

TURTLE BAY RESORT GOLF CLUB

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 (1,036 records)

Account Type: K-12 (194 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
WEST HILLS COMMUNITY CHURCH
BANKS SCHOOL DISTRICT

WILLAMETTE EDUCATION SERVICE DISTRICT
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
HARNEY EDUCATION SERVICE DISTRICT
GREATER ALBANY PUBLIC SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SILVER FALLS SCHOOL DISTRICT
St Helens School District
DAYTON SCHOOL DISTRICT NO.8
Amity School District 4-J
SCAPPOOSE SCHOOL DISTRICT 1J
REEDSPORT SCHOOL DISTRICT
FOREST GROVE SCHOOL DISTRICT
DAVID DOUGLAS SCHOOL DISTRICT
LOWELL SCHOOL DISTRICT NO.71
TIGARD-TUALATIN SCHOOL DISTRICT
SHERWOOD SCHOOL DISTRICT 88J
RAINIER SCHOOL DISTRICT
NORTH CLACKAMAS SCHOOL DISTRICT
MONROE SCHOOL DISTRICT NO.1J
CHILDPEACE MONTESSORI
HEAD START OF LANE COUNTY
HARNEY COUNTY SCHOOL DIST. NO.3
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
LEBANON COMMUNITY SCHOOLS NO.9
MT.SCOTT LEARNING CENTERS
SEVEN PEAKS SCHOOL
DE LA SALLE N CATHOLIC HS
MULTISENSORY LEARNING ACADEMY
MITCH CHARTER SCHOOL
REALMS CHARTER SCHOOL
BAKER SCHOOL DISTRICT 5-J
PHILOMATH SCHOOL DISTRICT
CLACKAMAS EDUCATION SERVICE DISTRICT
CANBY SCHOOL DISTRICT
OREGON TRAIL SCHOOL DISTRICT NO.46
WEST LINN WILSONVILLE SCHOOL DISTRICT
MOLALLA RIVER SCHOOL DISTRICT NO.35
ESTACADA SCHOOL DISTRICT NO.108
GLADSTONE SCHOOL DISTRICT
ASTORIA SCHOOL DISTRICT 1C
SEASIDE SCHOOL DISTRICT 10
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
VERNONIA SCHOOL DISTRICT 47J

SOUTH COAST EDUCATION SERVICE DISTRICT
COOS BAY SCHOOL DISTRICT NO.9
COOS BAY SCHOOL DISTRICT
NORTH BEND SCHOOL DISTRICT 13
COQUILLE SCHOOL DISTRICT 8
MYRTLE POINT SCHOOL DISTRICT NO.41
BANDON SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
REDMOND SCHOOL DISTRICT
DESCHUTES COUNTY SD NO.6 - SISTERS SD
DOUGLAS EDUCATION SERVICE DISTRICT
ROSEBURG PUBLIC SCHOOLS
GLIDE SCHOOL DISTRICT NO.12
SOUTH UMPQUA SCHOOL DISTRICT #19
YONCALLA SCHOOL DISTRICT NO.32
ELKTON SCHOOL DISTRICT NO.34
DOUGLAS COUNTY SCHOOL DISTRICT 116
HOOD RIVER COUNTY SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NO.4
CENTRAL POINT SCHOOL DISTRICT NO. 6
JACKSON CO SCHOOL DIST NO.9
ROGUE RIVER SCHOOL DISTRICT NO.35
MEDFORD SCHOOL DISTRICT 549C
CULVER SCHOOL DISTRICT NO.
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
GRANTS PASS SCHOOL DISTRICT 7
LOST RIVER JR/SR HIGH SCHOOL
KLAMATH FALLS CITY SCHOOLS
LANE COUNTY SCHOOL DISTRICT 4J
SPRINGFIELD SCHOOL DISTRICT NO.19
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
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
Corvallis School District 509J
Falls City School District #57
Portland Christian Schools
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 (449 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
LIFEWORCS 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 RESOUCCE 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 Children'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
Childsworld 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
Polk Soil and Water Conservation District
Street Ministry
La Grande Church of the Nazarene
Spruce Villa, Inc.
House of Prayer for All Nations
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
Salem Evangelical Church
Daystar Education, Inc.
Oregon Social Learning Center
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 (35 records)

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
Coquille Economic Development Corporation
CITY/COUNTY INSURANCE SERVICE
PIONEER COMMUNITY DEVELOPMENT

Cornerstone Association Inc
COMMUNITY CYCLING CENTER
Portland Impact
Eagle Fern Camp
NORTHWEST VINTAGE CAR AND MOTORCYCLE
K Churchill Estates
KLAMATH FAMILY HEAD START
RIVER CITY DANCERS
KEIZER EAGLES AERIE 3895
CSC HEAD START
Oregon Public Broadcasting
Halsey-Shedd Fire District
crescent grove cemetery

Account Type: Unknown (8 records)

NPKA
Shangri La
Cvalco
Oregon Permit Technical Association
Pgma/Cathie Bourne
Astra
Beit Hallel
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 (41 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
La Pine Park & Recreation District
Siuslaw Public Library District
Columbia River Fire & Rescue
Seal Rock Water District
Tillamook Fire District
Tillamook County Transportation Dist
Central Lincoln People's Utility District
Jefferson Park and Recreation

Account Type: City (129 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
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

APPENDIX C: 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), City 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), City 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 City and be disposed of in accordance with City policy. The City, 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 City deems necessary, Contractor shall permit City, 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 City 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.

APPENDIX C: 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.