



REQUEST FOR PROPOSAL

ISSUE DATE: May 17, 2013

RFP #: R-LB-13042

TITLE: Educational Resources, Classroom, Art Supplies and Related Products and Services

Sealed proposals must be received and time stamped prior to 2:00 PM, June 13, 2013. Offerors are responsible for ensuring that the Purchasing Office receives their proposal submission by the deadline indicated. The time a proposal is received shall be determined by the time stamped by the time clock in the Purchasing Office. **Proposals received after the stated due date and time shall not be considered.**

All questions/requests for information must be submitted in writing, addressed to: Prince William County Schools Purchasing Office, ATTN: RFP No. RFP #R-LB-13042, 14715 Bristow Road, Manassas, VA 20112 and to be assured consideration, must be received prior to **4:00 PM, May 30, 2013**. Questions must be sent via email to Laurie Baber, CPPB, Senior Buyer, baberl@pwcs.edu. After reviewing any questions/requests submitted, the PWCS Purchasing Office will issue an addendum to respond to items it deems necessary. Changes to this RFP will be made only by written addendum issued by the PWCS Purchasing Office.

PROPOSALS MAILED SHALL BE SENT DIRECTLY TO:

Prince William County Public Schools
 Attn: Purchasing Office
 Financial Services/Purchasing Room #1500
 RFP #R-LB-13042
 P.O. Box 389
 Manassas, VA 20108

PROPOSALS HAND DELIVERED AND/OR EXPRESS COURIER SERVICES SHALL BE DELIVERED TO:

Prince William County Public Schools
 Attn: Purchasing Office
 RFP #R-LB-13042
 14715 Bristow Road
 Manassas, VA 20112
 Attn: Financial Services/Purchasing Room #1500
See 6.6.2 - Caution on United Parcel Services Deliveries

Addendum No. ___ Date: _____ Addendum No. ___ Date: _____ Addendum No. ___ Date: _____

Information the offerors deems proprietary is to be included in the proposal in the separate section of the proposal identified and included in (TAB 8) of the proposal response. See Proposal Submission Requirements, Section 6.14, in this RFP for additional information.

Proprietary Information Enclosed: ___ YES ___ NO

All proposed exceptions to this RFP, and any proposed changes to the contract documents or terms and conditions, are to be included in (TAB 9) of the proposal response. See Proposal Submission Requirements Section 6.16 in this RFP for additional information.

Proposed Exceptions to the RFP: ___ YES ___ NO

REQUEST FOR PROPOSALS TITLE PAGE – TWO

In compliance with this RFP and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this RFP. Sign in blue ink and type or print requested information.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to PWCS, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to PWCS, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with PWCS. **My signature confirms that I have read and understand the General Terms and Conditions are a part of any negotiated contract.**

STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER

Under paragraph 18 of the General Terms and Conditions, the Offeror agrees, if this proposal is accepted by PWCS, for such services and/or items, that the Offeror has met the requirements of the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. Any falsification or misrepresentation contained in the statement submitted by Offeror pursuant to Title 13.1 or Title 50 may be cause for debarment by PWCS.

Offeror shall complete the following by checking the appropriate line that applies and provide the required information. Offerors failing to provide the required information indicated below will result in having their proposal not considered for evaluation.

1. Offeror is a Virginia business entity organized and authorized to transact business in the Commonwealth of Virginia by the State Corporation Commission (SCC). The Offeror's current valid identification number issued by the SCC is _____. ***(The SCC number is NOT your federal tax identification number). -OR-***
2. Offeror is a sole proprietor and no SCC number is required. **-OR-**
3. Offeror is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business, any employees, agents, offices, facilities, or inventories in Virginia. This does not account for any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts. It also, does not account for any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from the Offeror's out-of-state location. **Offeror is required to include with this proposal documentation from their legal counsel which accurately and completely states why the Offeror is not required to be so authorized within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. -OR-**
4. Offeror currently has pending before the SCC **an application that was submitted prior to the due date and time of this solicitation** for authority to transact business in the Commonwealth of Virginia and seeks consideration for a waiver to allow the submission of the SCC identification number after the due date for proposals (***PWCS reserves the right to determine in its sole discretion whether to allow such waiver.***)

THIS PROPOSAL IS SUBMITTED BY:

Full Legal Name of Offeror: _____

Mailing Address: _____

Remittance Address (If Different): _____

Phone: (____) _____

Fax: (____) _____

Email Address: _____

Contact Person: _____

Tax Identification (FIN/SSN#): _____

Typed/Printed Name: _____

Signature: _____
(Person signing must be authorized to bind the Offeror in contractual matters)

Date: _____



COMPETITIVE SOLICITATION

BY PRINCE WILLIAM COUNTY SCHOOLS

FOR

**EDUCATIONAL MATERIALS, CLASSROOM, ART SUPPLIES AND RELATED
PRODUCTS AND SERVICES**

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP # R-LB-13042

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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
City of Los Angeles, CA
Cobb County, GA
Denver Public Schools, CO
Fresno Unified School District, CA
City and County of Denver, CO
Emory University, GA
Fairfax County, VA
Harford County Public Schools, MD
City of Kansas City, MO
Hennepin County, MN
Collier County Public Schools, FL
Port of Portland, OR

Cape May County, NJ
City of Houston, TX
Los Angeles County, CA
Maricopa County, AZ
Miami-Dade County, FL
Salem-Keizer School District, OR
San Diego Unified School District, CA
City of Seattle, WA
Great Valley School District, PA
Auburn University, AL
City of San Antonio, TX
Orange County, NY

Participating Public Agencies

Today more than 56,000 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.

Prince William County Schools 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 Exhibit A.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 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, Prince William County Schools 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.

1. **PURPOSE:**

The Purpose and Intent of this Request for Proposal (RFP) is to establish a cooperative contract or contracts for Educational Materials, Classroom, Art Supplies and Related Products and Services for Prince William County Public Schools, Virginia, herein referenced to as PWCS, and 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 through sealed proposals from qualified sources to establish a firm fixed-price term contract to include delivery through competitive negotiations in accordance with the statement of needs, terms and conditions stated herein.

1.1 OBJECTIVES

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

2. **BACKGROUND:**

Prince William County Public Schools is located in northern Virginia approximately 35 miles southwest of Washington D.C. and 80 miles north of Richmond, Virginia. The county encompasses 348 square miles and stretches from the Potomac River to the Bull Run Mountains.

PWCS enrollment on September 30, 2012 was 83,551 pupils, making it the second largest of 138 school divisions in the Commonwealth of Virginia. The school division is growing at the rate of more than 1,000 students per year. There are currently 57 elementary schools, 16 middle schools, 11 high schools, five special education schools, two alternative schools and two traditional schools.

3. **CONTRACT ADMINISTRATOR:**

The following employee of PWCS is identified to use all powers under the contract to enforce its faithful performance:

- 3.1. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

Laurie Baber, CPPB, Senior Buyer, 703-791-8741, baberl@pwcs.edu

Sherry Jones, Buyer, 703-791-8096, jones@pwcs.edu

4. **STATEMENT OF NEEDS:**

This Solicitation is to establish a nationwide purchasing agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category.

ALL PRODUCTS OFFERED SHALL BE NEW, UNUSED AND OF THE LATEST DESIGN AND TECHNOLOGY UNLESS OTHERWISE SPECIFIED.

Offerors are to propose the broadest selection of EDUCATIONAL MATERIALS, CLASSROOM, ART SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this solicitation is to provide Participating Public Agencies with products and services to meet their various needs and each Offeror should submit its complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. Your company may not have the ability to provide all categories.

4.1. Product Categories

Category 1: Educational Materials: Birth Through Three Years

The complete catalog of educational materials for birth through three years available from the Supplier. This includes, but is not limited to the following: learning manipulatives, books and supplies for fine motor, gross motor, block play, cognitive, active play, sand and water play, discovery, dramatic play, social skills, language and literacy, literature, math, science, music, health and nutrition, multilingual, games and puzzles, crib and ceiling mobiles, soft surroundings, teacher aids and resources, early school curriculums, and assessments.

Category 2: Educational Materials: Pre-K Through Elementary

The complete catalog of educational materials for Pre-K through elementary school available from the Supplier. This includes, but is not limited to the following: learning manipulatives, books and supplies for fine motor, gross motor, block play, cognitive, active play, sand and water play, discovery, social skills, language arts, math, science, social studies, multilingual, special needs, games and puzzles, creative play, music, health and nutrition, bulletin board sets, classroom décor, charts and posters, incentives and motivators, teacher aids and resources, curriculums, rating scales, standardized assessments, and test preparation.

Category 3: Educational Materials: Middle Through Upper Grades

The complete catalog of educational materials for middle through upper grades available from the Supplier. This includes, but is not limited to the following: learning manipulatives, books and supplies for language arts, math, science, social studies, multilingual, special needs, games and puzzles, music, bulletin board sets, classroom décor, charts and posters, teacher aids and resources, curriculums, standardized assessments, test preparation, and career and technical education.

Category 4: Classroom Supplies

The complete catalog of classroom supplies that are used in operating a school. This includes, but is not limited to the following: academic calendars and planners, art and drafting papers, erasers and cleaners, white board supplies, chalk board supplies, coloring supplies, construction paper, ruled paper and composition books, calculators, special needs products and solutions, index cards, envelopes, first aid and personal care, audio media products, dies and punches, school pencils, pens, scissors, rulers, tape, adhesives and fasteners, measuring instruments, maps and globes, hole punches and shredders, staplers and trimmers, name tags and portfolios, notebooks, file folders and labels, and contact paper and lamination.

Category 5: Art Supplies

The complete catalog of arts, crafts, paper, and art equipment and supplies available from the Supplier.

Category 6: Related Products And Services

The complete range of products and services available from Supplier, including but not limited to: soft seating, circle time and activity rugs, cots and mats, furnishings, storage solutions and any other related products or services.

4.2. Pricing Instructions:

- 4.2.1. All offerors must provide net prices of stocked items and catalog items in excel format (not PDF) that includes the following: manufacturer's name, manufacturer's number, unit of measure, description, list price with discount percentage, net unit price and/or cost plus pricing. Offerors must provide the number of catalog items stocked in its company-owned warehouse, broken down by category.
- 4.2.2. Core List Items: All offerors must propose pricing on the products listed in Attachment A-1. The prices provided must be for the exact unit of measure. Quoting products via unit of measure conversion is not permitted. When substituting with an approved equal, the proposed substitute must be of the same quality of specification and same exact unit of measure. The Offeror shall enclose detailed descriptive literature with the bid to help in determining if the product offered meets the specifications of the brand listed. In addition, samples may be requested when an approved equal is offered.
- 4.2.3. Market Basket for Non-Core List Items: All offerors must propose pricing on the products listed in Attachment A-2. **The prices must correspond with the discount structure offered on the Non-Core List in Attachment A-3. Failure to have pricing correspond may be cause for rejection of your offer.**
- 4.2.4. Non-Core List Items: All offerors shall provide the entire supplier's catalog of non-core items in Attachment A-3. The file must include for each item proposed, the product category, manufacturer name, manufacturer number, supplier stock number, description, unit of measure, the list price, the discount off price list and/or cost plus, and the net price proposed.
- 4.2.5. All prices quoted shall be F.O.B. destination.
- 4.2.6. Offeror shall provide its additional discounts for bulk purchases shipping to a warehouse or other location for dock delivery.

- 4.2.7. Offeror may provide an additional percentage discount off core or non-core items for volume purchases on Attachments B-1 and B-2.
- 4.2.8. Detail any additional pricing incentives, discounts or rebates that may be available such as for large volume purchases, etc., by Participating Public Agencies.
- 4.2.9. It is the Offeror's responsibility to provide PWCS and Participating Public Agencies with an up-to-date price list and any necessary brochures or related materials at no charge for the duration of the contract.
- 4.3. Offerors are highly encouraged to include in their proposal a description of any significant task not listed in the Scope of Services which they know to be necessary under the proposed contract.
- 4.4. PWCS may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon. The change must be approved by the Supervisor of Purchasing and a Contract Modification issued by the Purchasing Office to change the contract.

5. **PROPOSED SCHEDULE OF IMPLEMENTATION:**

<u>Date</u>	<u>Schedule of Items</u>
May 17, 2013	Issue Request for Proposals
May 30, 2013	Questions/Inquiries Must Be Submitted By 4:00 PM
June 13, 2013	Proposals Due Prior to 2:00 PM
June 28-July 10, 2013	Discussions with Selected Offerors
July 12, 2013	Award Recommendation
July 15, 2013	Award of Contract

6. **PROPOSAL SUBMISSION REQUIREMENTS:**

- 6.1. **Two (2) complete originals of proposal** (hardcopy, marked as "**Original**").
- 6.2. **Ten (10) copies** of the complete proposal on **CD-ROM or USB flash drive.**
- 6.3. **Two (2) "REDACTED COPIES" (PDF format) on CD-ROM or USB flash drive** that reflects the removal of all proprietary items. Said PDF document shall be **clearly marked as "REDACTED COPY."**
- 6.4. **One (1) hard copy** that reflects the **removal of all proprietary items.** Said copy shall be **clearly marked as "REDACTED COPY."**
- 6.5. If there is no proprietary information in the proposal, Offeror must check on page one of the coversheets and the submission of "REDACTED COPIES" is not required.
- 6.6. Submit proposals in sealed envelopes or sealed boxes, and label as indicated below. Offerors are responsible for having their proposal stamped by Purchasing Office staff before the deadline for receipt of proposals. PWCS will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, PWCS will notify the Offerors of the deficiency and request that the appropriate number of copies be delivered by the end of the next two business days. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for PWCS to reject such proposals. Electronic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way

restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.

6.6.1. Identification of Proposal Envelope/Package: The signed proposal should be returned in a sealed envelope or package, sealed, addressed as directed on the Cover Page, and identified as follows:

From: _____

_____	_____	_____
Name of Offeror	Due Date	Due Time
_____	_____	_____
Street or Box Number	RFP Number	RFP Title
_____	_____	_____
City	State, Zip Code	Contract Administrator

6.6.2. **United Parcel Services (UPS) will not guarantee delivery to the Purchasing Office address listed on page one of this RFP. The main delivery point for UPS is Supply Services, 14800 Joplin Road, Manassas, VA 20112. If the proposal package is delivered to Supply Services and, they do not redeliver it to the Purchasing Office prior to the due date and time, the proposal will be stamped late and not considered for award.**

- 6.7. Proposals having any erasures or corrections must be initialed by the Offeror in ink.
- 6.8. Offerors are reminded that changes to the Request for Proposal, in the form of Addenda are often issued. Any Addenda MUST be signed and accompany the proposal. Addenda will be available at www.pwcs.edu. It is the Offeror's responsibility to monitor the web page for the most current Addenda.
- 6.9. PWCS will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal.
- 6.10. It is the Offeror's responsibility to clearly identify and to describe the product categories and products being offered in response to this Request for Proposal.
- 6.11. Submission of Samples:

Contractor shall label all samples to state company name, item number and PWCS RFP number. The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the sample to enable PWCS to determine if the product offered meets the requirements of the solicitation. If product is being shipped by the manufacturer, the product shall state for which company the manufacturer is sending the product, along with the proper PWCS RFP number. It will not be the responsibility of PWCS to determine which unmarked samples belong to which Offeror.

The Offeror should deliver all samples to the address as indicated on the front page of this RFP. Offerors shall absorb all expenses incurred for the cost and delivery of samples provided. All samples shall remain the property of PWCS.

6.12. Use of Information and Documents:

PWCS and its officials, employees and agents will copy and use the response of the Offeror and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a contract. Proposals shall be the property of PWCS. Following award PWCS may be required to allow inspection and copying of documents, and may also use the Offeror's documents in connection with any resulting contracts with that Offeror. The Offeror is responsible for obtaining any necessary authorizations for all such use of the documents and information, and for assuring that such copying and use is in conformance with laws related to

trademarks and copyrights. Any documents or information for which the Offeror has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned Offeror agrees to indemnify, defend and hold PWCS, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the Offeror's response.

6.13. Submission of Proprietary Information:

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke these protections upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. **Offerors shall submit, in a separate section of the proposal, any information considered by the Offeror to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary or trade secret information (TAB 8); however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.

6.14. Mandatory Provisions:

Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words "shall" or "must" to identify the contractor's obligations.

6.15. Submission of Proposed Exceptions:

PWCS proposed contract documents and this Request for Proposals contain terms and conditions PWCS favors and intends to use for the resultant contract. **If the Offeror wishes PWCS to consider any changes to these documents, such changes must be submitted as part of the Offeror's proposal.** Any contractor receiving a contract award shall be required to execute a contract in substantial compliance with PWCS standard contract and will be required to furnish all other required contract documents including tax identification or social security number within ten (10) days after receipt of notification that the contract is ready for signature; otherwise, PWCS may award the contract to another Offeror. See Section 6.17, Format and Content of Proposal, for specific instructions regarding the submission and identification of proposed exceptions.

6.16. Format and Content of Proposal:

6.16.1. The proposal should address the items included in the Statement of Needs and in the Criteria for Proposal Evaluation. Proposals should provide straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Each copy of the proposal should be tabbed and submitted in a three ring binder with all documentation in a single volume, if practical. Any material on CD's should be in Microsoft Office format. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive.

6.16.2. Offerors should organize their proposals using the following TABBED-SECTION format:

6.16.2.1. Title Sheet (TAB 1)

Furnish the information requested on the **REQUEST FOR PROPOSALS TITLE PAGES (Pages 1. and 2.)** of this solicitation and include it as the first two pages of your proposal. The name stated on the Title Sheet, page 2, must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided.

Offerors must specify on the introductory cover sheet if proposal contains trade secrets or proprietary information and if the proposal contains any exceptions to the content and requirements of the RFP.

6.16.2.2. Executive Summary (TAB 2)

Offeror shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the Proposal. This summary shall state the Product Categories in which its Proposal is based.

6.16.2.3. Proposal Profile (TAB 3)

The Offeror shall provide a profile of its organization and all other companies who will be providing products and services through a dealer, distribution or subcontractor arrangement with the Offeror. At a minimum, the Offeror will provide the following information:

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

6.16.2.4. Project Methodology/Approach (TAB 4)

Offeror shall respond to the Statement of Needs (Section 4). The Offeror shall provide a written narrative describing the ability to meet the requirements set forth herein. Sufficient detail shall be provided to demonstrate the Offeror's understanding, ability and/or willingness to satisfy all specified requirements. Offeror shall provide a detailed description and explanation of products and services offered in response to each Product Category listed in the Statement of Needs, Section 4. Information regarding innovative breakthroughs and any one-of-a-kind programs offered related to EDUCATIONAL MATERIALS, CLASSROOM, ART SUPPLIES AND RELATED PRODUCTS AND SERVICES is encouraged.

In addition, Offeror shall provide a time line and schedule for completion of this project, highlighting critical points in the process.

6.16.2.5. Supplier Information (TAB 5)

- a. Supplier Qualifications (Ref. pages 38-42): Offeror shall include a narrative of its understanding and acceptance of the Supplier Commitments.
- b. Offeror shall provide a completed and signed Supplier Worksheet for National Program Consideration (Ref. page 44).

c. Supplier Information (Ref. pages 47-51).

- 6.16.2.6. Experience of the Offeror and the Project Team (TAB 6)
The Offeror shall indicate the expertise and experience of the firm relative to the statement of needs and specific requirements contained in this RFP.

The Offeror shall provide audited income statements and balance sheets from two of the most recent reporting periods.
- 6.16.2.7. References (TAB 7)

The Offeror shall complete the Contractor Data Sheet (**Attachment B**), to include a minimum of five (5) organizations for which the Offeror has provided these products of the same or greater scope within the past three (3) years and can attest to the Offeror's qualifications and ability to perform the services described in the Statement of Needs. Include the business name, address, and name, telephone number, fax number and e-mail address of the contract administrator.
- 6.16.2.8. Proprietary Information (TAB 8)

Any such information must be submitted under this tab. See Section 6.13 for additional information.
- 6.16.2.9. Exceptions (TAB 9)

Any exceptions being taken to the RFP must be listed under this tab. See Section 6.15 for additional information.
- 6.16.2.10. Other Information (TAB 10)

Include other relevant information the Offeror deems necessary to describe its qualifications to provide the services needed to successfully complete work described in the Statement of Needs or which the Offeror deems are relevant to its selection.

Based on the information provided in this Request for Proposals, the Offeror should identify all materials and services expected from PWCS in addition to general assistance.
- 6.15.2.10 U.S. Communities Administration Agreement, signed unaltered (TAB 11)
- 6.15.2.11 Attachments C & D (TAB 12)

Attachment C – Completed Vendor Information Form
Attachment D – Certificate of Compliance Form
- 6.15.2.12 Pricing Attachments and Proposed Costs (TAB 13)
The Offeror shall submit proposed costs for the products/services. Itemized costs shall be in the form of firm-fixed delivered unit prices. **No extra charges shall be allowed.**

Attachment A-1 – Pricing for Core List
Attachment A-2 – Pricing for Market Basket of Non-Core Items
Attachment A-3 – Pricing for Non-Core Items

Additionally, Offeror shall respond to information requested in Paragraphs 4.2.6 - 4.2.8 of this RFP.

- 6.17. Oral Presentations/Product Demonstrations: Offerors who submit a proposal in response to this RFP and are ranked among the top, may be required to give an oral presentation/product demonstration of their proposal to PWCS. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Contract Administrator will schedule the time and location of these presentations. Oral presentations/product demonstrations are an option of PWCS and may or may not be conducted.
- 6.18. Withdrawal of Proposals No proposal can be withdrawn after it is filed unless the Offeror makes a request in writing to the PWCS Supervisor of Purchasing prior to the time set for the opening of proposals or unless PWCS fails to award or issue a notice of intent to award the contract within ninety (90) days after the date fixed for opening proposals.

7. **CRITERIA FOR PROPOSAL EVALUATION**

<u>Evaluation Criteria</u>	<u>Assigned Weight</u>
7.1. Proposed Approach/Methodology/Products and Services	20%
7.2. Supplier Information	20%
7.3. Experience/Qualifications/References/Ability to Perform	20%
7.4. Proposed Costs	40%

8. **METHOD OF AWARD**

Following evaluation of the written proposals as submitted, selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the evaluation factors involved in the Request for Proposals, including price if so stated in the Request for Proposals. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, PWCS shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror or to multiple offerors should PWCS decide this to be in its best interest. Should PWCS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

9. **CONTRACT TERM & RENEWAL**

- 9.1. The initial term of this contract shall be from **the date of award to August 30, 2016**, with the option to renew for three additional one-year periods, one year at a time, upon mutual written consent of the parties to the contract.
 - 9.1.1. The subsequent contract will be a firm-fixed price agreement for items on the Core Products List. **Proposed prices shall remain firm for the first 365 days from the date of the award.**
 - 9.1.2. The subsequent contract will be a percentage discount from supplier's current catalog(s) for items that are Non-Core List Items. **The percentage discount shall remain firm for the entire contract period.**
- 9.2. Changes in cost for any subsequent contract years shall not exceed the percentage increase/decrease in the **Consumer Price Index, Table 1** (<http://stats.bls.gov/news.release/cpi.t01.htm>), **Urban Consumers (CPI-U), U. S. City**

Average, All Items, Unadjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract period prior to the proposed contract period. Price increase requests for the Core Products List shall be submitted (60) days prior to the agreement anniversary date. **Paper core list items may be increased a maximum of two (2) times per agreement year.**

9.2.1. At the time of the contract renewal, if costs to Prince William County Schools (PWCS) are restricted by the current percentage increase/decrease of the CPI-U for the latest twelve months, any unusual circumstances that could not have been foreseen by Contractor occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, the Contractor may request adjustments to the costs to PWCS beyond the current CPI-U cap to reflect the circumstances. *The circumstances must be beyond the control of the Contractor and fully documented.*

9.2.1.1. Documentation for pricing increases above the CPI-U cap must be provided as follows:

9.2.1.1.1. For items, documentation supporting the increased costs must be provided by the manufacturer on their letterhead.

9.2.1.1.2. For services, the Contractor must provide documentation of the circumstances causing the increased costs, including substantial proof supporting the claims made, to warrant any price increases.

9.2.2. After reviewing the documentation provided, the Supervisor of Purchasing, may accept the increased costs or refuse them if they are considered to be excessive.

9.2.2.1. If the Supervisor of Purchasing does not accept the increased costs and PWCS originally awarded multiple contracts for these items/services, PWCS reserves the right to obtain prices for the affected items/services from the other vendors who were awarded a contract and, if the prices are considered to be fair and reasonable, award the items/services to the contractor(s) with the lowest price that meets the contract requirements.

9.2.2.2. Alternatively, at its own discretion, PWCS may revise the contract requirements and issue a new solicitation.

10. **SPECIAL TERMS AND CONDITIONS:**

10.1. **CERTIFICATE OF COMPLIANCE:** By signing and submitting a proposal, the Offeror acknowledges that as a condition of any Contract awarded and prior to Notice of Award, the Contractor must certify that neither the Contractor, any employee of the Contractor, nor any other person who will provide services under the Contract and will have directed.

10.2. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by PWCS, whichever is sooner. PWCS, its authorized agents shall have full access to and the right to examine any of said material during said period.

10.3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that PWCS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

10.4. **EXTRA CHARGES NOT ALLOWED:** The proposed prices shall be for the complete delivery ready for PWCS use, and shall include all applicable freight charges; extra charges will not be allowed for delivery to multiple locations.

10.5. GENERAL INSURANCE REQUIREMENTS:

- 10.5.1. The Contractor shall provide to the Supervisor of Purchasing a Certificate of Insurance indicating the coverage below prior to the start of any work under the contract and agrees to maintain such insurance until the completion of the contract. The minimum insurance coverage shall be:
- 10.5.2. Workers Compensation - Virginia Statutory Workers Compensation coverage including Virginia benefits and employers liability with limits of \$100,000/\$100,000/\$500,000;
- 10.5.3. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability and, where applicable to the project (as determined by PWCS), Products and Independent Contractors. The general aggregate limit shall apply to this project.
- 10.5.4. PWCS should be named as additional insured on the CONTRACTOR's commercial general liability insurance policies and any excess liability or umbrella excess policies (if applicable). A forty-five (30) day notice of cancellation or non-renewal in writing shall be furnished by the Contractor's insurance carrier(s) or insurance agent(s) to PWCS Purchasing Agent. The insurance certificate shall state contract number and title.
- 10.5.5. Automobile Liability \$1,000,000

- 10.6. WARRANTY: Except as otherwise specified, all materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one (1) year following date of delivery or by manufacturer's warranty, whichever is greater. Should any defect be noted by PWCS, the Purchasing Office will notify the Contractor of such defect or nonconformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to PWCS and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the cost occasioned thereby or obtains an equitable adjustment in the contract price.

SECTION 11

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS (PWCS) GENERAL TERMS AND CONDITIONS (RFP-Revised 2/27/13)

These general terms, conditions and instructions apply to all purchases and are a part of each solicitation and every contract awarded by PWCS, unless otherwise specified in such solicitation or contract. The Purchasing Office is responsible for the purchasing activity of Prince William County Public Schools and its governing body, the Prince William County Public School Board. The term "PWCS" as used herein refers to the contracting entity which is the signatory on the contract and may be either PWCS, or the PWCS School Board, or both. Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals: failure to do so will be at the Offeror's own risk.

These general terms, conditions and instructions are subject to all applicable Federal, State and local statutes, policies, resolutions, and regulations (collectively "laws"), and are to be interpreted so as to be consistent with such laws. In the case of irreducible conflict, these general terms and conditions are preempted by applicable laws.

AUTHORITY

1. The Supervisor of Purchasing has been delegated authority for issuance of request for proposals, modifications, purchase orders and awards approved by and for PWCS. In the discharge of these responsibilities, the Supervisor of Purchasing may be assisted by delegating to Buyers and other Purchasing Office staff. Unless specifically delegated by the Supervisor of Purchasing, no other PWCS officer or employee is authorized to enter into purchase negotiations, change orders, contracts, or in any way obligate PWCS for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void, and PWCS shall not be bound thereby.
- 5.3. In the event that PWCS closes on a CODE RED, any optional/mandatory pre-proposal conference and all proposal openings will be held on the next business day the PWCS experiences a normal opening, a delayed opening, or a school closing on a CODE GREEN, at the time previously scheduled. No exceptions will be made in this matter.

CONDITIONS OF OFFERING A PROPOSAL

2. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, PWCS will publicly post such notice on the Purchasing Web site, <http://purchasing.departments.pwcs.edu/>.
3. **DEBARMENT STATUS:** By submitting their proposal, the Offeror certifies that he/she is not currently debarred by the Commonwealth of Virginia or PWCS from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor is the Offeror an agent of any person or entity that is currently so debarred.
4. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposal, the Offeror certifies that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
5. **INCLEMENT WEATHER:** Due to inclement weather conditions, PWCS may elect to close schools and administration offices. The following is an explanation of the policy:

CODE GREEN: All PWCS schools are closed. Administration offices are opened.

CODE RED: All PWCS schools are closed. Administration offices are closed.
 - 5.1. In the event of a delay school opening, all times shall remain as stated in the Request for Proposal.
 - 5.2. In the event that PWCS closes on a CODE GREEN, any optional/mandatory pre-proposal conference and all proposal openings will be held as scheduled.
6. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the PWCS Purchasing Office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Purchasing Office. Proposals received in the Purchasing Office after the date and hour designated are **late**, automatically disqualified and will not be considered. **PWCS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-school mail system or delivery by any other means. It is the sole responsibility of the Offeror to ensure that his/her proposal reaches the Purchasing Office by the designated date and hour.**
7. **MANDATORY USE OF PWCS FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal in the format as required by the Request for Proposals may be cause for rejection of the proposal. Modification of or additions to the General and/or Special Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, the Supervisor of Purchasing reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a proposal as non-responsive. As a precondition to its acceptance, PWCS may, in its sole discretion, request that the Offeror withdraw or modify any additions or deletions to the proposal.
8. **OBLIGATIONS OF OFFEROR:** By submitting a proposal, the Offeror covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of misunderstanding or lack of information.
9. **OFFICIAL NOT TO BENEFIT:**
 - 9.1. Each Offeror certifies by signing a proposal that to the best of his/her knowledge no PWCS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter, as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, rescission of the contract, or recovery of the cost of the financial benefit from the contractor, recipient, or both.
 - 9.2. Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received in

connection with the proposal or contract and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, PWCS, as a prerequisite to payment pursuant to the Contractor, or at any time may require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

- 9.3. In the event the Offeror has knowledge of benefits as outline above, this information should be submitted with the proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the Offeror shall address the disclosure of such facts to: Supervisor of Purchasing, Prince William County Public Schools, P.O. Box 389, Manassas, VA 20109. The Request for Proposal number shall be referenced in the disclosure.
10. **PRECEDENCE OF TERMS:** PWCS intends for the Contract Documents to be consistent and they shall be interpreted to be consistent if possible. If the Contract Documents conflict, however, the controlling provision will be the one which appears highest in the following list:

The Notice of Award or Purchase Order/Contract (highest precedence),
Addenda,
Scope of Services
The signed proposal submitted by the Contractor,
Request for Proposal,
Any Special Terms and Conditions,
These General Terms and Conditions (lowest precedence).

11. **QUALIFICATIONS OF OFFERORS:** PWCS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to PWCS all such information and data for this purpose as may be requested. PWCS reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. PWCS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy PWCS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.
12. **VENDOR REGISTRATION:** All vendors desiring to provide goods and/or services to PWCS shall register on-line at <http://purchasing.departments.pwcs.edu/>. Failure to register will result in the proposal being non-responsive unless an acceptable reason for the failure to register is approved by the Supervisor of Purchasing.

CONTRACT PROVISIONS

13. **ANTI-DISCRIMINATION:** By submitting their proposal, the Offeror certifies to PWCS that he/she will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act (VPPA). In every contract over \$10,000 the provisions in 13.1 and 13.2 below apply:

During the performance of this contract, the Contractor agrees as follows:

- 13.1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13.2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

13.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

13.4. The Contractor will include the provisions of 13.1, 13.2 and 13.3 above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

14. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to PWCS all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by PWCS under said contract.
15. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act, and any litigation with respect thereto shall be brought in the courts of Prince William County, Virginia, except to the extent that Federal Court is appropriate. The Contractor shall comply with applicable federal, state and local laws and regulations, and be legally authorized to do business in the Commonwealth of Virginia.
16. **APPROPRIATION OF FUNDS:** All funds for payments by PWCS under this contract are subject to the availability of an annual appropriation for this purpose by PWCS. In the event of non-appropriation of funds by PWCS for the goods or services provided under the contract or substitutes for such good or services which are as advanced or more advanced in their technology, PWCS will terminate the contract, without termination charge or other liability to PWCS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and PWCS shall not be obligated under this contract beyond the date of termination.
17. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of PWCS Supervisor of Purchasing.
18. **AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA:** Any Offeror registered or organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity as described in the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. The proper legal name of the firm or entity, form of the firm (i.e. corporation, limited partnership, etc) and the identification number issued to the Offeror by the State Corporation Commission must be written in the space provided on the proposal submission form and Vendor Information Form. Any Offeror not required to be authorized to transact business in the Commonwealth of Virginia shall include in its proposal a statement/documentation from their legal counsel describing why the Offeror is not required to be registered. Failure of a prospective and/or successful Offeror to provide such documentation shall be grounds for rejection of their proposal. For further information, refer to the Commonwealth of Virginia State Corporation Commission Web site at: www.scc.virginia.gov. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to the VPPA § 2.2-4311.2., Code of Virginia, Title 13.1 or Title 50 may be cause for debarment by PWCS.
19. **BUSINESS LICENSES:** The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Prince William

County Code. Information regarding business license requirements is available on the Prince William County website at www.pwccgov.org.

20. **CONTRACT DOCUMENTS/PURCHASE ORDERS:** The Contract entered into by the parties shall consist of the Request for Proposal, the signed proposal submitted by the Contractor, the Notice of Award or Purchase Order/Contract, these General Terms and Conditions and any Special Terms and Conditions, including all modifications thereof, all of which shall be referred to collectively as the Contract Documents. All time limits stated in the Contract Documents are of the essence of the Contract unless stated otherwise. Orders against contracts will be placed with the Contractor on a Purchase Order or Procurement Card.

21. **CONFIDENTIALITY AND RETURN OF RECORDS:**

21.1. The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of PWCS' request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Contract Administrator or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Contract Administrator or designee for response. At PWCS' request, the Contractor shall deliver all Records to the Contract Administrator, including "hard copies" of computer records, and at the PWCS request, shall destroy all computer records created as a result of PWCS' request for services under this Contract.

21.2. The Contractor agrees to include the provisions of this section as part of any Contract the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

21.3. No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

22. **COPYRIGHT:**

22.1. The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the PWCS all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as PWCS may request to affect such transfer or assignment.

22.2. Further, the Contractor agrees that the rights granted to PWCS by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

22.3. The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless the PWCS approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

23. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees as follows:

23.1. Provide a drug-free workplace for the Contractor's employees.

23.2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

23.3. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

23.4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

24. **EMPLOYEES NOT TO BENEFIT:** No employee of PWCS shall be admitted to any share or part of this contract or to any benefit that may arise therefrom which is not available to the general public.

25. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** In accordance with §2.2-4311.1 of the Code of Virginia, the Contractor acknowledges that it does not, and shall not, during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in The Federal Immigration Reform and Control Act of 1986.

26. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless PWCS, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against PWCS in consequence of the granting of a contract or which may otherwise result therefrom, if the act was caused through negligence, error, omission, or reckless or intentional misconduct (or, in the case of intellectual property rights, by any act done without proper permission) of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against PWCS in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend PWCS as herein provided.

27. **LIABILITY:** The Contractor will not be held responsible for failure to perform the duties and responsibilities imposed by the contract if such failure is due to strikes, fires, riots, rebellion and major forces beyond the control of the Contractor that make performance impossible or illegal, unless otherwise specified in the Contract.

28. **MODIFICATIONS TO THE CONTRACT:** PWCS may, upon mutual agreement with the Contractor, issue written modifications to the scope of services of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$50,000 or 25%, whichever is greater, without the advance written approval of the Prince William County School Board. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the Supervisor of Purchasing:

- 28.1. The written modification shall stipulate the mutually-agreed price for the specific addition to or deletion from the scope of services which shall be added to or deducted from the contract amount.
- 28.2. The written modification shall stipulate the number of unit quantities added to or deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.
- 28.3. The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as PWCS may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by PWCS and the Contractor.
29. **NON-DISCRIMINATION OF CONTRACTORS:** Any potential Offeror or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations are also protected from discrimination on the basis of religious character as provided below.
- 29.1. Faith-based organizations may enter into contracts with PWCS on the same basis as any other nongovernmental source may do so without impairing the religious character of such organization and without diminishing the religious freedom of the beneficiaries of assistance provided under such contracts.
- 29.2. PWCS shall not impose conditions on contracts that restrict the religious character of the faith-based organization, except that money paid to the faith-based organization by or on behalf of PWCS will not be spent for religious worship, instruction, or proselytizing.
- 29.3. Any faith-based organization awarded a contract by PWCS shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by PWCS.
- 29.4. Faith-based organizations retain the right to employ persons of a particular religion to perform work connected with the carrying on by such organization of its activities.
- 29.5. If an award of contract is made to a faith-based organization, and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, PWCS shall offer the individual, within a reasonable period of time after the date of objection, access to equivalent goods, services, or disbursement from an alternative provider.
- 29.6. Any faith-based organization that is awarded a contract to provide goods, services, or disbursements to individuals shall also provide to such individuals a notice in bold face type that states: "Neither the public body's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider."
30. **PATENTS AND ROYALTIES:** The Contractor covenants to save, defend, keep harmless, and indemnify PWCS and all of its officers, departments, agents and employees (collectively known as "PWCS") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark copyright, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by PWCS. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood without exception that the contract price includes, all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.
31. **PRICE REDUCTION:** If at any time after the date of the proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for proposal on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify PWCS of such reduction by letter. **FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT FOR CAUSE.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by PWCS.
32. **PROJECT STAFF:** PWCS will, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If PWCS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to PWCS in a timely manner and at no additional cost to PWCS. The day-to-day supervision and control of the Contractor's employees shall be the sole responsibility of the Contractor.
33. **RELATIONSHIP TO PWCS:** The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered servants or agents of PWCS. PWCS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents. PWCS will not withhold from the contract payments to the Contractor any federal or state unemployment. PWCS will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by PWCS for its employees.
34. **SMALL AND MINORITY BUSINESS ENTERPRISES:** It is PWCS intent to undertake every effort to increase opportunity for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Contractor agrees to use their best effort to carry out this intent and ensure that Small and Minority Businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representation by subcontractors regarding their status as small and/or minority business enterprises in lieu of an independent investigation.

35. **SUBCONTRACTS:**

- 35.1. The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the State in which the work under this contract is to be performed.
- 35.2. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- 35.3. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- 35.4. Nothing contained in this contract shall create any contractual relationship between any subcontractor and PWCS.
- 35.5. PWCS has the right to approve or disapprove the use of any subcontractors being offered by the Contractor.

36. **TERMINATION FOR CAUSE/DEFAULT:** In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, PWCS, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which PWCS may have. Specifically:

- 36.1. If, through any cause, the Contractor fails to fulfill in a timely and proper manner their obligations under the contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the contract, PWCS shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall at the option of PWCS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- 36.2. Notwithstanding the above, the Contractor shall not be relieved of liability to PWCS for damages sustained by PWCS by virtue of any breach of contract by the Contractor. PWCS may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to PWCS from the Contractor is determined.

37. **TERMINATION FOR CONVENIENCE:** PWCS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Supervisor of Purchasing determines that such a termination is in the best interest of PWCS. Any such termination shall be effected by delivery to the Contractor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

38. **USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:**

38.1. Offerors are advised that all resultant contracts will be extended, with the authorization of the Offeror, to Northern Virginia Metropolitan Washington Council of Governments jurisdictions and other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor must deal directly with that jurisdiction or political subdivision concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. PWCS acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your proposal.

38.2. It is the awarded vendor's responsibility to notify the jurisdictions and political subdivision of the availability of the contract.

38.3. Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

38.4. PWCS shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

39. **VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Any inspection of procurement transaction records under this provision shall be subject to reasonable restrictions to ensure the security and integrity of the records.

39.1. Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.

39.2. Proposal records shall be open to the public only after award.

39.3. Any offeror who responds to an RFP shall be afforded the opportunity to inspect proposal records upon request within a reasonable time after the evaluation and negotiation of proposals are complete but prior to award, except in the event PWCS decides not to accept any of the proposals and to resolicit.

39.4. Trade secrets or proprietary information submitted by any offeror or Contractor in connection with a procurement transaction or prequalification application shall not be subject to public disclosure under the Virginia Freedom of Information Act if the offeror or Contractor invokes the protection of Virginia Code section 2.2-4342 F. in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected, and states the reasons why protection is necessary. **Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.**

39.5. Nothing contained in this section shall be construed to require PWCS to furnish a statement of the reason(s) why a particular offer was not deemed to be the most advantageous to PWCS.

40. **INVOICES:** Invoices for goods and/or services ordered, delivered and accepted shall be submitted in duplicate by the Contractor(s) directly to the payment address shown on the purchase order/contract. **All invoices shall reference said purchase order/contract number and**

shall be in the same legal name of the Contractor as indicated on the Contract.

41. PAYMENT TERMS:

- 41.1. The Contractor shall be paid on the basis of invoices submitted, to be paid net thirty (30) days from receipt and approval by an authorized PWCS official. Payment shall be made after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly completed invoice. PWCS reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.
- 41.2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.

42. PAYMENT TO SUBCONTRACTORS:

- 42.1. A Contractor awarded a contract under this solicitation is hereby obligated to:
- 42.1.1. Pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from PWCS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or,
- 42.1.2. Notify PWCS and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.
- 42.2. Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from PWCS except for amounts withheld as stated in the paragraph above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. This obligation to pay interest is not an obligation of PWCS, and no contract modification will be made for the purpose of providing reimbursement of the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.
- 42.3. The provisions of 42.1 through 42.3 apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of PWCS or any participating jurisdiction.

43. **TAX EXEMPTION:** PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Offeror may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by PWCS. PWCS Federal Excise Tax Exemption number is 54-6001533. A copy of PWCS Sales and Use Tax Certificate Exemption is posted on the PWCS Web site at <http://purchasing.departments.pwcs.edu/>.

OFFEROR/CONTRACTOR REMEDIES

44. **ACCEPTANCE OF OFFERS BINDING 120 DAYS:** Unless otherwise specified in the RFP, all formal offers submitted shall be binding for ninety (90) calendar days following proposal opening date, unless extended by mutual consent of all parties.
45. **ARBITRATION:** It is expressly agreed that nothing under the contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the contract documents.

46. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by PWCS, whichever is sooner. PWCS and its authorized agents shall have full access to and the right to examine any of said material during said period.
47. **CONTRACTUAL DISPUTES:** Any dispute concerning a question of fact including claims for money or other relief as a result of a contract with PWCS which is not disposed of by agreement shall be declared by the Supervisor of Purchasing, who shall reduce a decision to writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. The decision of the Supervisor of Purchasing shall be final and conclusive unless the Contractor appeals within ten (10) days of receipt of the written decision. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, as a condition precedent to consideration of the claim, the Contractor must give written notice of the intention to file such a claim at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment.
48. **EXHAUSTION OF ADMINISTRATIVE REMEDIES:** No potential Offeror or Contractor shall institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and until all statutory requirements have been met.
49. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Offeror may protest the award or decision to award a contract by submitting a protest in writing to the Protest Officer no later than ten (10) calendar days after public notice of the award or the announcement of the decision to award, whichever occurs first. Any potential offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten (10) calendar days after posting or publication of the notice of such contract. The written protest shall include the basis for the protest and the relief sought. The Protest Officer shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for the action taken.
- 49.1. If, prior to award, it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Supervisor of Purchasing shall cancel the proposed award or revise it to comply with the law. If, after award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by PWCS. Where the award has been made and performance has begun, the Supervisor of Purchasing may declare the contract void upon a finding that this action is in the best interest of PWCS. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- 49.2. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.
- 49.3. An award need not be delayed for the period allowed an Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the offer would expire.

50. **SEVERABILITY:** The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Contract.

PRICING FOR CORE LIST

ATTACHMENT A-1

							OFFEROR PROPOSED PRODUCT						
ITEM	MFG NUMBER	MFG NAME	PWCS COMMODITY NUMBER	DESCRIPTION	UNIT OF MEASURE	EST ANNUAL NATIONAL QUANTITY	MFG NUMBER	MFG NAME	DESCRIPTION	SUPPLIER NUMBER	UNIT NET PRICE	TOTAL COST	SAMPLE REQUIRED
RFP# R-LB-13042 ATTACHMENT A-1 CORE LIST							OFFEROR CO. NAME: _____						
INSTRUCTIONS: 1. SAMPLES ARE REQUIRED FOR DESIGNATED ITEMS AND SHALL BE SUBMITTED WITH RESPONSE. 2. Quantities are estimated national quantities only and do not obligate PWCS or any Participating Public Agency to order or accept more than actual requirements as determined by actual needs and availability of appropriated fund.							SIGNATURE: _____						
1	E510	ELMERS - BORDEN	45003090040A	GLUE STICK ELMER'S	EA	118,579			No substitutes allowed for this item.		\$ -	-	
2	CY0523024	CRAYOLA LLC	78530190107A	CRAYONS WAX ROUND 3-5/8" X 5/16" - 24/BX	BX	40,036			No substitutes allowed for this item.		\$ -	-	
3	CY0520008	CRAYOLA LLC	78530190016A	CRAYONS WAX ROUND 3-5/8" X 5/16" - 8/BOX	BX	120,201			No substitutes allowed for this item.		\$ -	-	
4	1337117	ELMERS - BORDEN	45003150005A	GLUE WHITE ELMERS 8 OZ. SQUEEZE BOTTLE	EA	29,992			No substitutes allowed for this item.		\$ -	-	
5	20072TL	SANFORD	78530350176A	MARKERS WATERCOLOR MR. SKETCH 12 COLOR	BX	10,001					\$ -	-	YES
6	54611	PACON CORPORATION	30553090010A	BOARD POSTER 22" X 28" WHITE 6 PLY COATD	EA	161,098					\$ -	-	YES
7	ST9416	STANDARD	78545010001A	SCISSORS BLUNT POINT 5" HEAVY GAUGE	EA	173,452					\$ -	-	YES
8	#054246	SCHOOL SPECIALTY	78545540098A	PAPER CONSTRUCTION 12" X 18" WHITE 50/PKG	PKG	35,030					\$ -	-	YES
9	CY0520016	CRAYOLA LLC	78530190017A	CRAYONS WAX ROUND 3-5/8" X 5/16" - 16/BX	BX	49,300			No substitutes allowed for this item.		\$ -	-	
10	9416	FISKARS SCHOOL	60569450047A	SCISSORS BLUNT POINT 5" FISKAR USE RIGHT C	EA	18,543					\$ -	-	YES
11	CON00121850	ROSELLE	78545540048A	PAPER CONSTRUCTION 12" X 18" ASSORTED 50/P	PKG	36,775					\$ -	-	
12	CON14121850	ROSELLE	78545540038A	PAPER CONSTRUCTION 12" X 18" YELLOW 50/PKG	PKG	40,199					\$ -	-	
13	78-1218	ROSELLE	78545540041A	PAPER CONSTRUCTION 12" X 18" GREEN 50/PKG	PKG	39,874					\$ -	-	YES
14	25-1248	ROSELLE	78545540045A	PAPER CONSTRUCTION 12" X 18" BLACK 50/PKG	PKG	36,750					\$ -	-	
15	ST9430	STANDARD	78545010003A	SCISSORS SHARP POINT 5" HEAVY STEEL	EA	174,587					\$ -	-	YES
16	CON04121850	ROSELLE	78545540039A	PAPER CONSTRUCTION 12" X 18" BLUE 50/PKG	PKG	40,098					\$ -	-	
17	CON88121850	ROSELLE	78545540034A	PAPER CONSTRUCTION 12" X 18" RED 50/PKG	PKG	29,321					\$ -	-	YES
18	20078	SANFORD	78530350175A	MARKERS WATERCOLOR MR. SKETCH 8 COLORS	BX	13,159					\$ -	-	YES
19	CON15121850	ROSELLE	78545540040A	PAPER CONSTRUCTION 12" X 18" ORANGE 50/PKG	PKG	32,774					\$ -	-	
20	9459	FISKARS SCHOOL	59052010004A	SCISSORS SHARP POINT 7" FISKAR	EA	18,512					\$ -	-	YES
21	#05-1218	ROSELLE	78545540035A	PAPER CONSTRUCTION 12" X 18" LIGHT BLUE 50/P	PKG	40,208					\$ -	-	
22	530525	CRAYOLA LLC	78530860158A	WATERCOLOR OVAL PANS 8 COLORS	SET	31,002			No substitutes allowed for this item.		\$ -	-	
23	23062	STATUS PLUS	61579410137A	RULERS PLASTIC 6" - INCHES/METRIC	EA						\$ -	-	
24	E308	ELMERS - BORDEN	45003150048A	GLUE WHITE SCHOOL WASHABLE 8 OZ. SQUEEZE	EA	46,744			No substitutes allowed for this item.		\$ -	-	
25	9-412505-705	SAX	05040450045A	CANVAS PANELS PROTECTED BACKS 9" X 12"	EA	39,658					\$ -	-	
26	CON31121850	ROSELLE	78545540047A	PAPER CONSTRUCTION 12" X 18" BROWN 50/PKG	PKG	39,214					\$ -	-	
27	S36012	PENTEL	62090520185A	MARKERS THIN LINE 12/SET NON-PENETRATING	SET	9,592					\$ -	-	YES
28	80	CRAYOLA LLC	78630190028A	CRAYONS WAX ROUND LARGE 4-1/4" X 7/16" - 8/B	BX	32,575					\$ -	-	
29	CON18121850	ROSELLE	78545540044A	PAPER CONSTRUCTION 12" X 18" PINK 50/PKG	PKG	41,687					\$ -	-	
30	CON03121850	ROSELLE	78545540042A	PAPER CONSTRUCTION 12" X 18" VIOLET 50/PKG	PKG	41,553					\$ -	-	
31	EC-WE1	EARTHENWARE	2332010172A	CLAY STONWARE MOIST CONE 06-2 WHITE	EA	2,555					\$ -	-	
32	8254	HAPPY STIX 4-1	23320010060A	CLAY MODELING PLASTIC ASSORTED 1 LB.	EA	47,192					\$ -	-	
33	53-0160-0-103	CRAYOLA LLC	78530860159A	WATERCOLOR OVAL PANS 16 COLORS WITH 2	SET	8,030			No substitutes allowed for this item.		\$ -	-	
34	#085406	SCHOOL SPECIALTY	30553090016A	BOARD POSTER 22" X 28" BLACK 6 PLY COATD	EA	134,398					\$ -	-	
35	247215	SAX	64050010135A	PLATES PAPER 9" - 100/PKG	PKG	23,591					\$ -	-	
36	7112-A	GENERAL	23245010103A	PIPE CLEANER 12" ASSORTED COLORS 100/PKG	PKG	68,175					\$ -	-	
37	11201	LIQUI-MARK	62090520186A	MARKERS THIN LINE BLACK	EA	11,987					\$ -	-	
38	73-1218	ROSELLE	78545540119A	PAPER CONSTRUCTION 12" X 18" TURQUOISE 50/P	PKG	40,237					\$ -	-	
39	CON0091250	ROSELLE	78545540033A	PAPER CONSTRUCTION 9" X 12" SPECIAL ASSOR	PKG	70,428					\$ -	-	
40	#00-1824	ROSELLE	78545540124A	PAPER CONSTRUCTION 18" X 24" ASSORTED 50/P	PKG	16,241					\$ -	-	
41	63024	LIQUI-MARK	62060590042A	PENCIL COLOR HARD LEAD ASST.	EA	26,027					\$ -	-	
42	#07-1218	ROSELLE	78545540046A	PAPER CONSTRUCTION 12" X 18" PEARL GRAY 50/P	PKG	39,998					\$ -	-	
43	GPAP81BIC	BIC	78530010310A	BIC MARK-IT MARKERS PERMANENT SET OF 8 CO	SET	11,278					\$ -	-	
44	248852	SAX	61579310127A	RULERS HARD ALUMINUM 12"	EA	28,598					\$ -	-	
45	#085412	SCHOOL SPECIALTY	30553090011A	BOARD POSTER 22" X 28" BLUE 6 PLY COATED	PKG	142,565					\$ -	-	
46	CON23121850	ROSELLE	78545540037A	PAPER CONSTRUCTION 12" X 18" LIGHT BROWN	PKG	38,215					\$ -	-	
47	9-405234-705	SAX	30553080006A	BOARD MAT & MOUNTING 32X40 BLACK & WHITE	PKG	20,000					\$ -	-	
48	59530	PACON CORPORATION	64028010019A	PAPER TISSUE ASSORTMENT 12" X 18"	PKG	15,067					\$ -	-	

49	54571	PACON CORPORATION	30553090014A	BOARD POSTER 22" X 28" YELLOW 6 PLY COAT	PKG	152,201						\$	-	
50	4212	PACON CORPORATION	78545540007A	PAPER DRAWING 12" X 18" MANILA 80 LB.	REAM	4,295						\$	-	YES
51	77106	CHARLES LEONARD		6 INCH PROTRACTOR	EA	64,988						\$	-	
52	77104	CHARLES LEONARD		4 INCH PROTRACTOR PLASTIC	EA	78,001						\$	-	
53	01201	DAP		DAP BLUESTIK REUSABLE ADHESIVE	EA	22,145						\$	-	
54	90070	VELCRO USA		VELCRO TAPE ROUND 5/8 INCH WHITE	PK	16,965						\$	-	
55	1001	DSS DISTRIBUTING		MARVALUS TAPE 1 X 36 1 INCH CORE	RL	13,010						\$	-	
56	HA2	HAMILTON ELECTRONICS VCOM		PERSONAL STEREO MONO HEADPHONES FOAM	EA	6,587						\$	-	
57	45701	LEARNING RESOURCES		STUDENT BULLSEYE COMPASS	EA	32,533						\$	-	
58	7940B	J.R. MOON PENCIL CO.		PENCILS HAPPY BIRTHDAY GLITZ 12/PK	DZ	19,826						\$	-	
59	10526	ACME UNITED CORPORATION		PLASTIC RULER 12IN	EA	63,965						\$	-	
60	735200	DOWLING MAGNETS		MAGNETIC WHITEBOARD ERASER	EA	13,002						\$	-	
61	735007	DOWLING MAGNETS		100 3/4 DIA MAGNET DOTS WITH ADHESIVE	PKG	11,742						\$	-	
62	1034	DSS DISTRIBUTING		MAVALUS TAPE 3/4 X 324IN 1IN CORE	RL	13,064						\$	-	
63	BP601	CHAMPION SPORTS		PLASTIC WHISTLE AND LANYARD SET	ST	33,150						\$	-	
64	01320	THE STIKKIWORKS CO.		STIKKI CLIPS WHITE 20 PER PACK	PKG	11,058						\$	-	
65	10800	ASHLEY PRODUCTIONS		READING GUIDE STRIPS YELLOW	EA	52,101						\$	-	
66	1900993848	ADAMS MANUFACTURING		CLEAR PLASTIC CEILING HOOK	EA	62,075						\$	-	
67	2021	CHENILLE KRAFT COMPANY		EAGLE ERASER	EA	28,658						\$	-	
68	5703	ORIGINAL E-Z GRADER		E-Z GRADER RECTANGLE SHAPED SCORE UP TO	EA	6,175						\$	-	
69	5166	PACON CORPORATION		SENTENCE STRIPS WHITE TAGBOARD	PKG	11,374						\$	-	
70	130	THE PENCIL GRIP		2 HOLE PENCIL SHARPENER METAL	EA	42,908						\$	-	
71	4339	LEARNING RESOURCES		DIGITAL TIMER COUNT DOWN/UP	EA	5,529						\$	-	
72	10545	ACME UNITED CORPORATION		ECONOMY PLASTIC SAFETY SCISSORS	EA	36,421						\$	-	
73	142	THE PENCIL GRIP		PENCIL SHARPENER	EA	58,536						\$	-	
74	126BK	CHAMPION SPORTS		LANYARDS BLACK 12/PK	PKG	6,502						\$	-	
75	735002	DOWLING MAGNETS		1/2 X 30 ROLL MAGNET STRIP WITH ADHESIVE	RL	33,879						\$	-	
76	05746	MEAD PRODUCTS LLC		NOTEBOOK SPIRAL 3 SUBJECT 120 CT 10 1/2 X 8	EA	11,787						\$	-	
77	662012	SARGENT ART INC.		SARGENT SCHOOL GR DUSTLESS CHALK WHITE	BX	52,103						\$	-	
78	15200	MEAD PRODUCTS LLC		PAPER FILLER WM 10 1/2 X 8 200 CT	PKG	14,326						\$	-	
79	05680	MEAD PRODUCTS LLC		NOTEBOOK SPIRAL 5 SUBJECT 180 CT 10 1/2 X 8	EA	9,425						\$	-	
80	668230	SARGENT ART INC.		8 SEMI MOIST WATERCOLORS WASHABLE	EA	26,065						\$	-	
81	09910	MEAD PRODUCTS LLC		NOTEBOOK COMPOSITION 100 CT 9 3/4 X 7 1/2	EA	11,054						\$	-	
82	09902	MEAD PRODUCTS LLC		PRIMARY COMPOSITION BOOK FULL PAGE RULE	EA	11,375						\$	-	
83	09956	MEAD PRODUCTS LLC		PAPER PRIMARY JOURNAL EARLY 100 CT CREAT	EA	11,375						\$	-	
84	10700	ASHLEY PRODUCTIONS		WHITE HARDCOVER BLANK BOOK 8-1/8X6-3/8	EA	17,874						\$	-	
85	663012	SARGENT ART INC.		GOTHIC BOARD CHALK WHITE	BX	91,238						\$	-	
86	501402	CRAYOLA LLC		CHALK ANTI-DUST WHITE 12 CT	BX	71,546						\$	-	
87	227212	SARGENT ART INC.		SARGENT ART COLORED PENCILS 12/SET	DZ	18,239						\$	-	
88	3351	CHENILLE KRAFT COMPANY		GLUE STICKS REFILL PACK	EA	17,225						\$	-	
89	94028	CHARLES LEONARD		ECONOMY GLUE STICK .28OZ CLEAR	EA	65,003						\$	-	
90	45761	SAFE-T		COMPASS SUPER SAFE-T	EA	34,363						\$	-	
91	R5500004	ROSS		ROSS SCHOOL GLUE 4 OZ	EA	48,875						\$	-	
92	5417	PACON CORPORATION		PEACOCK POSTER BOARD PACKS WHITE	PKG	33,864						\$	-	
93	711201	CHENILLE KRAFT COMPANY		CHENILLE STEMS ASSORTED 12 STEMS	EA	26,381						\$	-	
94	684008	CRAYOLA LLC		CRAYOLA COLORED PENCILS 8 CT ASST	BX	26,418						\$	-	
95	8248	HAPPY STIX		CLAY MODELING PLASTIC GRAY 1 LB. BOX	BX	46,619						\$	-	
96	W2PK	HYDRA		SPONGES CELLULOSE 1-3/4" X 4" X 6"	EA	52,333						\$	-	
97	445085	SAX		BRUSH BLACK BRISTLE EASEL WIDTH 1/2"	EA	14,748						\$	-	
98	1763	CHENILLE KRAFT COMPANY		DUSTLESS CHALK ASSORTED 12 PCS	BX	91,002						\$	-	
99	710001	CHENILLE KRAFT COMPANY		CHENILLE STEMS ASSORTED 6+ STEMS	EA	41,684						\$	-	
100	9203	PACON CORPORATION		SUNWORKS 9X12 WHITE 50CT CONSTRUCTION P	PKG	28,658						\$	-	
TOTAL												\$	-	

PRICING FOR MARKET BASKET OF NON-CORE ITEMS

ATTACHMENT A-2

RFP# R-LB-13042 ATTACHMENT A-2 MARKET BASKET FOR NON-CORE ITEMS										OFFEROR CO. NAME: _____ SIGNATURE: _____					
INSTRUCTIONS: 1. The prices must correspond with the discount structure offered on the Non-Core List in Attachment A-3. Failure to have pricing correspond may be cause for rejection of your offer. 2. Quantities are for evaluation purposes only. 3. Quote prices based on unit of measure of "EACH". For example, if an item is sold in a package of 5, divide the package cost by 5 to determine the EACH price. 4. Offerors must price a majority of the products listed in each category.															
										Alternate Product If submitting an alternate product, provide detailed specifications of each proposed alternate product.					
ITEM	MFG NUMBER	MFG NAME	DESCRIPTION	SUPPLIER NUMBER	MFG NUMBER	MFG NAME	DESCRIPTION	SUPPLIER NUMBER	EST ANNUAL NATIONAL QUANTITY	UNIT OF MEASURE	CATALOG LIST PRICE	% DISCOUNT FROM CATALOG PRICE	UNIT NET PRICE	TOTAL COST	
EDUCATIONAL MATERIALS - BIRTH THROUGH THREE YEARS															
1	01001	SMALL WORLD TOYS	ORIGINAL GERTIE BALL ASSORTD COLORS	SWT01001					5221	EA			\$ -	\$ -	
2	A67707	TREND ENTERPRISES INC.	POSTER YOUR TALENTS ARE GODS GIFTS T	T-A67707					6489	EA			\$ -	\$ -	
3	80025	TREND ENTERPRISES INC.	TRIMMER POPCORN DISCOVERY	T-80025					7155	PK			\$ -	\$ -	
4	7345	LEARNING RESOURCES	SMART SNACKS ALPHA POPS	LER7345					1957	EA			\$ -	\$ -	
5	A67711	TREND ENTERPRISES INC.	POSTER GOD MADE ME SPECIAL	T-A67711					6522	EA			\$ -	\$ -	
6	80011	TREND ENTERPRISES INC.	TRIMMER GRASS DISCOVERY	T-80011					7803	PK			\$ -	\$ -	
7	25004	TREND ENTERPRISES INC.	BANNER WELCOME 5FT VERTICAL	T-25004					3926	EA			\$ -	\$ -	
8	S363	HOHNER INC.	MINI MARACAS 2/PK ASSORTED COLORS	HOHS363					2660	EA			\$ -	\$ -	
9	80005	TREND ENTERPRISES INC.	TRIMMER BLUE WATER DISCOVERY	T-80005					7854	PK			\$ -	\$ -	
10	A67724	TREND ENTERPRISES INC.	ARGUS LARGE POSTER TWO LITTLE EYES 2	T-A67724					7157	EA			\$ -	\$ -	
11	80017	TREND ENTERPRISES INC.	TRIMMER FALL LEAVES DISCOVERY	T-80017					6581	PK			\$ -	\$ -	
12	A67716	TREND ENTERPRISES INC.	ARGUS LARGE POSTER LOVE YOUR NEI	T-A67716					6763	EA			\$ -	\$ -	
13	80001	TREND ENTERPRISES INC.	TRIMMER PEACOCK FEATHERS DISCOVERY	T-80001					6630	PK			\$ -	\$ -	
14	1900	MELISSA & DOUG	WOODEN ABC/123 BLOCKS	LCI1900					1690	EA			\$ -	\$ -	
15	25003	TREND ENTERPRISES INC.	BANNER TODAY IS A GREAT DAY 10FT HOR	T-25003					3445	EA			\$ -	\$ -	
16	80030	TREND ENTERPRISES INC.	TRIMMER FRUIT MIX DISCOVERY	T-80030					7829	PK			\$ -	\$ -	
17	3723	MELISSA & DOUG	FARM CHUNKY PUZZLE	LCI3723					3250	EA			\$ -	\$ -	
18	104460	CARSON DELLOSA	LETS LEARN TO CUT SPECTRUM EARLY YE	CD-104460					3912	EA			\$ -	\$ -	
19	2934	MELISSA & DOUG	ON THE FARM JIGSAW	LCI2934					4030	EA			\$ -	\$ -	
20	1024	SMART MONKEY	IMAGIBRICKS GIANT BUILDING 24PC SETBL	IMA1024					1300	EA			\$ -	\$ -	
21	2422	PATCH PRODUCTS / SMETH	TALL STACKER PEGBOARD BIG-LITTLE 8 IN	LR-2422					3917	EA			\$ -	\$ -	
22	2963	LEARNING RESOURCES	GATOR GRABBER TWEEZERS	LER2963					2210	PK			\$ -	\$ -	
23	2114	PATCH PRODUCTS / SMETH	SHAPE & COLOR SORTER AGES 2-6	LR-2114					1950	EA			\$ -	\$ -	
24	80036	TREND ENTERPRISES INC.	TRIMMER LIGHT BROWN HANDMADE PAPER	T-80036					8060	PK			\$ -	\$ -	
25	104457	CARSON DELLOSA	LETS LEARN COLORS & SHAPES SPECTRUM	CD-104457					4030	EA			\$ -	\$ -	
EDUCATIONAL MATERIALS - PRE-K THROUGH KINDERGARTEN															
1	23006	TREND ENTERPRISES INC.	POCKET FLASH CARDS 56-PK 3 X 5 MULTI	T-23006					10400	PK			\$ -	\$ -	
2	9872	TREND ENTERPRISES INC.	TRIMMER BLACK	T-9872					10400	PK			\$ -	\$ -	
3	729	EDUPRESS	QUICK FLIP QUESTIONS FOR THE REVIS	EP-729					6547	EA			\$ -	\$ -	
4	7931	LEARNING ADVANTAGE	STANDARD PLAYING CARDS	CTU7931					11050	EA			\$ -	\$ -	
5	9306	MERRIAM - WEBSTER INC.	MERRIAM WEBSTERS DICTIONARY PAPER	MW-9306					4160	EA			\$ -	\$ -	
6	1095	TREND ENTERPRISES INC.	WIPE-OFF CHART NOTEBOOK PAPER 22 X	T-1095					6528	EA			\$ -	\$ -	
7	8514	MERRIAM - WEBSTER INC.	MERRIAM WEBSTERS DICTIONARY & THE	MW-8514					3250	EA			\$ -	\$ -	
8	4671	TEACHER CREATED RESOUR	BLACK MINI POLKA DOTS BORDER TRIM	TCR4671					10140	PK			\$ -	\$ -	
9	0131	LEARNING RESOURCES	TRANSPARENT COUNTERS 250-PK 3/4 6 CO	LER0131					6541	EA			\$ -	\$ -	
10	111	EDUPRESS	MY SPELLING DICTIONARY	EP-111					11701	EA			\$ -	\$ -	
11	6423	CREATIVE TEACHING PRESS	HAPPY BIRTHDAY CHART	CTP6423					10660	EA			\$ -	\$ -	
12	9164	MERRIAM - WEBSTER INC.	MERRIAM WEBSTERS SPANISH-ENGLISH D	MW-9164					3874	EA			\$ -	\$ -	
13	11700	KOPLow GAMES INC.	DOT DICE 6 EACH OF RED WHITE & GREE	KOP11700					7899	EA			\$ -	\$ -	
14	2370	EDUCATIONAL INSIGHTS	HOT DOTS PEN	EI-2370					2652	EA			\$ -	\$ -	
15	9877	TREND ENTERPRISES INC.	TRIMMER RED	T-9877					9104	PK			\$ -	\$ -	
1	4669	TEACHER CREATED RESOUR	LIME MINI POLKA DOTS BORDER TRIM	TCR4669					9230	PK			\$ -	\$ -	
17	A62882	TREND ENTERPRISES INC.	POSTER 30 YEARS FROM NOW 13 X 19 LAR	T-A62882					6557	EA			\$ -	\$ -	

18	504	EDUPRESS	QUICK FLIP CRITICAL THINKING	EP-504					5460	EA			\$	-	\$	-
19	1932	CREATIVE TEACHING PRESS	DOTS ON BLACK WAVY BORDER	CTP1932					7150	PK			\$	-	\$	-
20	910L	THE HUBBARD COMPANY	CLASS RECORD BOOK 9-10 WEEK GRADING	WAR910L					6523	EA			\$	-	\$	-
21	23004	TREND ENTERPRISES INC.	POCKET FLASH CARDS ADDITION 56-PK 3 X 5	T-23004					9759	PK			\$	-	\$	-
22	0439546443	SCHOLASTIC TEACHING RES	SUBSTITUTE TEACHER FOLDER	IC-0439546443					13002	EA			\$	-	\$	-
23	3360	TEACHER CREATED RESOUR	RECORD AND GRADE BOOK	TCR3360					5207	EA			\$	-	\$	-
24	JS183	DICK MARTIN SPORTS	JUGGLING SCARVES SET OF 3	MASJS183					5460	EA			\$	-	\$	-
25	0452	LEARNING RESOURCES	JUMBO MAGNETIC NUMBERS 36/PK OPE	LER0452					2210	EA			\$	-	\$	-
26	9876	TREND ENTERPRISES INC.	TRIMMER YELLOW	T-9876					9106	PK			\$	-	\$	-
27	1276	TEACHER CREATED RESOUR	STICKERS GOLD STARS FOIL 294PK	TCR1276					11744	PK			\$	-	\$	-
28	101021	CARSON DELLOSA	BIRTHDAY CROWN	CD-101021					2865	PK			\$	-	\$	-
29	23005	TREND ENTERPRISES INC.	POCKET FLASH CARDS 56-PK 3 X 5 SUBTR	T-23005					10451	PK			\$	-	\$	-
30	10701	ASHLEY PRODUCTIONS	8 X 6 BLANK HARDCOVER BOOKS WITH PR	ASH10701					11059	EA			\$	-	\$	-
31	5308	MERRIAM - WEBSTER INC.	MERRIAM WEBSTERS POCKET DICTIONARY	MW-530					5237	EA			\$	-	\$	-
32	734008	CARSON DELLOSA	SPECTRUM FLASH CARDS MULTIPLICATION	CD-734008					10458	PK			\$	-	\$	-
33	9880	TREND ENTERPRISES INC.	TRIMMER ORANGE	T-9880					10270	PK			\$	-	\$	-
34	904157	CARSON DELLOSA	SUMMER BRIDGE ACTIVITIES GR 1-2	RB-904157					1954	EA			\$	-	\$	-
35	9883	TREND ENTERPRISES INC.	TRIMMER WHITE	T-9883					9756	PK			\$	-	\$	-
36	53105	TREND ENTERPRISES INC.	FLASH CARDS MULTIPLICATION 91/BOX NUM	T-53105					3922	PK			\$	-	\$	-
37	0037	LEARNING RESOURCES	PRIMARY CALCULATOR SINGLE	LER0037					5856	EA			\$	-	\$	-
38	23001	TREND ENTERPRISES INC.	POCKET FLASH CARDS ALPHABET 56-PK 3 X	T-23001					10454	EA			\$	-	\$	-
39	904158	CARSON DELLOSA	SUMMER BRIDGE ACTIVITIES GR 2-3	RB-904158					1822	EA			\$	-	\$	-
40	904156	CARSON DELLOSA	SUMMER BRIDGE ACTIVITIES GR K-1	RB-904156					1822	EA			\$	-	\$	-
41	46405	TREND ENTERPRISES INC.	SUPERSHAPES COLORFUL SPARKLE 400/PK	T-46405					10437	PK			\$	-	\$	-
42	1038	CREATIVE TEACHING PRESS	DOTS ON TURQUOISE WAVY BORDER	CTP1038					6695	PK			\$	-	\$	-
43	A63041	TREND ENTERPRISES INC.	POSTER WATCH YOUR THOUGHTS	T-A63041					6763	EA			\$	-	\$	-
44	1023	TREND ENTERPRISES INC.	FILE N SAVE STURDY FOLDER CHART 31 X	T-1023					6763	EA			\$	-	\$	-
45	91408	TREND ENTERPRISES INC.	TRIMMER SILVER SPARKLE	T-91408					6509	PK			\$	-	\$	-
46	4743	TEACHER CREATED RESOUR	COLORFUL CIRCLES MINI STICKERS VALLU	TCR4743					7831	PK			\$	-	\$	-
47	91318	TREND ENTERPRISES INC.	TRIMMER ROYAL BLUE	T-91318					9360	PK			\$	-	\$	-
48	18	THE HUBBARD COMPANY	TEACHER PLAN BOOK 8 PERIOD	WAR18					5289	EA			\$	-	\$	-
49	7387	LEARNING ADVANTAGE	BLANK PLAYING CARDS	CTU7387					9880	EA			\$	-	\$	-
50	9873	TREND ENTERPRISES INC.	TRIMMER BLUE	T-9873					9754	PK			\$	-	\$	-
EDUCATIONAL MATERIALS - MIDDLE THROUGH UPPER GRADES																
1	904163	CARSON DELLOSA	SUMMER BRIDGE ACTIVITIES GR 7-8	RB-904163					1673	EA			\$	-	\$	-
2	90045	WIGGLES 3D INC	YIKERZ GAME	WTD90045					1352	EA			\$	-	\$	-
3	7814190539	HOUGHTON MIFFLIN HARC	COMPLETE GED PREPARATION READING L	SV-53993					1268	EA			\$	-	\$	-
4	522697	SCHOLASTIC TEACHING RES	SUMMER EXPRESS GR 7-8	SC-530590					1647	EA			\$	-	\$	-
5	404020	CARSON DELLOSA	HELPING STUDENTS UNDERSTAND ALGEBR	CD-404020					1395	EA			\$	-	\$	-
6	404167	CARSON DELLOSA	NONFICTION READING COMPREHENSION T	CD-404167					2234	EA			\$	-	\$	-
7	2636	CREATIVE TEACHING PRESS	MATH MINUTES - 8TH GR	CTP2636					1361	EA			\$	-	\$	-
8	404021	CARSON DELLOSA	HELPING STUDENTS UNDERSTAND ALGEBR	CD-404021					1376	EA			\$	-	\$	-
9	2635	CREATIVE TEACHING PRESS	SEVENTH-GR MATH MINUTES	CTP2635					1335	EA			\$	-	\$	-
10	2798	EVAN-MOOR	DAILY LANGUAGE REVIEW GR 8	EMC2798					1014	EA			\$	-	\$	-
11	404028	CARSON DELLOSA	HELPING STUDENTS UNDERSTAND ALGEBR	CD-404028					1358	EA			\$	-	\$	-
12	3744	CARSON DELLOSA	GRAMMAR GR 7-8 KELLY WINGATE	CD-3744					1310	EA			\$	-	\$	-
13	404153	CARSON DELLOSA	MATH GAMES GR 7-8	CD-404153					1137	EA			\$	-	\$	-
14	8766	CARSON DELLOSA	CHEMISTRY 100+ GR 9-12	IF-8766					1309	EA			\$	-	\$	-
15	8765	CARSON DELLOSA	BIOLOGY 100+ GR 9-12	IF-8765					1310	EA			\$	-	\$	-
16	2797	EVAN-MOOR	DAILY LANGUAGE REVIEW GR 7	EMC2797					929	EA			\$	-	\$	-
17	NA3721	LORENZ CORPORATION / MI	GR 7 STUDENT WORKBOOK MATHEMATICS	LEPNA3721					1526	EA			\$	-	\$	-
18	7807398703	HOUGHTON MIFFLIN HARC	CORE SKILLS READING COMPREHENSION 7	SV-70386					1774	EA			\$	-	\$	-
19	90030	WIGGLES 3D INC	EYE KNOW TRIVIA GAME	WTD90030					803	EA			\$	-	\$	-
20	954889	SCHOLASTIC TEACHING RES	HI-LO PASSAGES TO BUILD COMPREH	IC-0439548896					1562	EA			\$	-	\$	-
21	404029	CARSON DELLOSA	HELPING STUDENTS UNDERSTAND GEOG	CD-404029					1436	EA			\$	-	\$	-
22	NA3751	LORENZ CORPORATION / MI	GR 7 STUDENT WORKBOOK READING SHOW	LEPNA3751					1311	EA			\$	-	\$	-
23	3745	CARSON DELLOSA	GRAMMAR GR 9-10 KELLY WINGATE	CD-3745					1267	EA			\$	-	\$	-
24	7807398709	HOUGHTON MIFFLIN HARC	CORE SKILLS LANGUAGE ARTS GR 7	SV-70947					1693	EA			\$	-	\$	-
25	404025	CARSON DELLOSA	SCIENCE TUTOR CHEMISTRY GR 7	CD-404025					1731	EA			\$	-	\$	-
CLASSROOM SUPPLIES																
1	10377	ACME UNITED CORPORATION	SCHOOL RULER WOOD 12 IN SINGLE	ACM10377					52063	EA			\$	-	\$	-
2	2020	CHENILLE KRAFT COMPANY	REPUBLIC ERASER	CK-2020					28624	EA			\$	-	\$	-
3	34039	LEARNING RESOURCES	WOODEN METER STICK PLAIN ENDS	STP34039					10074	EA			\$	-	\$	-
4	12872	DIXON TICONDEROGA COMP	ORIOLE BLACK LEAD PENCIL NO 2 UNSH	DIX12872					10271	DZ			\$	-	\$	-

18	504	EDUPRESS	QUICK FLIP CRITICAL THINKING	EP-504					5460	EA			\$	-	\$	-
19	1932	CREATIVE TEACHING PRESS	DOTS ON BLACK WAVY BORDER	CTP1932					7150	PK			\$	-	\$	-
20	910L	THE HUBBARD COMPANY	CLASS RECORD BOOK 9-10 WEEK GRADING	WAR910L					6523	EA			\$	-	\$	-
21	23004	TREND ENTERPRISES INC.	POCKET FLASH CARDS ADDITION 56-PK 3 X 5	T-23004					9759	PK			\$	-	\$	-
22	0439546443	SCHOLASTIC TEACHING RES	SUBSTITUTE TEACHER FOLDER	IC-0439546443					13002	EA			\$	-	\$	-
23	3360	TEACHER CREATED RESOUR	RECORD AND GRADE BOOK	TCR3360					5207	EA			\$	-	\$	-
24	JS183	DICK MARTIN SPORTS	JUGGLING SCARVES SET OF 3	MASJS183					5460	EA			\$	-	\$	-
25	0452	LEARNING RESOURCES	JUMBO MAGNETIC NUMBERS 36/PK OPE	LER0452					2210	EA			\$	-	\$	-
26	9876	TREND ENTERPRISES INC.	TRIMMER YELLOW	T-9876					9106	PK			\$	-	\$	-
27	1276	TEACHER CREATED RESOUR	STICKERS GOLD STARS FOIL 294PK	TCR1276					11744	PK			\$	-	\$	-
28	101021	CARSON DELLOSA	BIRTHDAY CROWN	CD-101021					2865	PK			\$	-	\$	-
29	23005	TREND ENTERPRISES INC.	POCKET FLASH CARDS 56-PK 3 X 5 SUBTR	T-23005					10451	PK			\$	-	\$	-
30	10701	ASHLEY PRODUCTIONS	8 X 6 BLANK HARDCOVER BOOKS WITH PR	ASH10701					11059	EA			\$	-	\$	-
31	5308	MERRIAM - WEBSTER INC.	MERRIAM WEBSTERS POCKET DICTIONARY	MW-530					5237	EA			\$	-	\$	-
32	734008	CARSON DELLOSA	SPECTRUM FLASH CARDS MULTIPLICATION	CD-734008					10458	PK			\$	-	\$	-
33	9880	TREND ENTERPRISES INC.	TRIMMER ORANGE	T-9880					10270	PK			\$	-	\$	-
34	904157	CARSON DELLOSA	SUMMER BRIDGE ACTIVITIES GR 1-2	RB-904157					1954	EA			\$	-	\$	-
35	9883	TREND ENTERPRISES INC.	TRIMMER WHITE	T-9883					9756	PK			\$	-	\$	-
36	53105	TREND ENTERPRISES INC.	FLASH CARDS MULTIPLICATION 91/BOX NUM	T-53105					3922	PK			\$	-	\$	-
37	0037	LEARNING RESOURCES	PRIMARY CALCULATOR SINGLE	LER0037					5856	EA			\$	-	\$	-
38	23001	TREND ENTERPRISES INC.	POCKET FLASH CARDS ALPHABET 56-PK 3 X	T-23001					10454	EA			\$	-	\$	-
39	904158	CARSON DELLOSA	SUMMER BRIDGE ACTIVITIES GR 2-3	RB-904158					1822	EA			\$	-	\$	-
40	904156	CARSON DELLOSA	SUMMER BRIDGE ACTIVITIES GR K-1	RB-904156					1822	EA			\$	-	\$	-
41	46405	TREND ENTERPRISES INC.	SUPERSHAPES COLORFUL SPARKLE 400/PK	T-46405					10437	PK			\$	-	\$	-
42	1038	CREATIVE TEACHING PRESS	DOTS ON TURQUOISE WAVY BORDER	CTP1038					6695	PK			\$	-	\$	-
43	A63041	TREND ENTERPRISES INC.	POSTER WATCH YOUR THOUGHTS	T-A63041					6763	EA			\$	-	\$	-
44	1023	TREND ENTERPRISES INC.	FILE N SAVE STURDY FOLDER CHART 31 X	T-1023					6763	EA			\$	-	\$	-
45	91408	TREND ENTERPRISES INC.	TRIMMER SILVER SPARKLE	T-91408					6509	PK			\$	-	\$	-
46	4743	TEACHER CREATED RESOUR	COLORFUL CIRCLES MINI STICKERS VALLU	TCR4743					7831	PK			\$	-	\$	-
47	91318	TREND ENTERPRISES INC.	TRIMMER ROYAL BLUE	T-91318					9360	PK			\$	-	\$	-
48	18	THE HUBBARD COMPANY	TEACHER PLAN BOOK 8 PERIOD	WAR18					5289	EA			\$	-	\$	-
49	7387	LEARNING ADVANTAGE	BLANK PLAYING CARDS	CTU7387					9880	EA			\$	-	\$	-
50	9873	TREND ENTERPRISES INC.	TRIMMER BLUE	T-9873					9754	PK			\$	-	\$	-
EDUCATIONAL MATERIALS - MIDDLE THROUGH UPPER GRADES																
1	904163	CARSON DELLOSA	SUMMER BRIDGE ACTIVITIES GR 7-8	RB-904163					1673	EA			\$	-	\$	-
2	90045	WIGGLES 3D INC	YIKERZ GAME	WTD90045					1352	EA			\$	-	\$	-
3	7814190539	HOUGHTON MIFFLIN HARC	COMPLETE GED PREPARATION READING L	SV-53993					1268	EA			\$	-	\$	-
4	522697	SCHOLASTIC TEACHING RES	SUMMER EXPRESS GR 7-8	SC-530590					1647	EA			\$	-	\$	-
5	404020	CARSON DELLOSA	HELPING STUDENTS UNDERSTAND ALGEBR	CD-404020					1395	EA			\$	-	\$	-
6	404167	CARSON DELLOSA	NONFICTION READING COMPREHENSION T	CD-404167					2234	EA			\$	-	\$	-
7	2636	CREATIVE TEACHING PRESS	MATH MINUTES - 8TH GR	CTP2636					1361	EA			\$	-	\$	-
8	404021	CARSON DELLOSA	HELPING STUDENTS UNDERSTAND ALGEBR	CD-404021					1376	EA			\$	-	\$	-
9	2635	CREATIVE TEACHING PRESS	SEVENTH-GR MATH MINUTES	CTP2635					1335	EA			\$	-	\$	-
10	2798	EVAN-MOOR	DAILY LANGUAGE REVIEW GR 8	EMC2798					1014	EA			\$	-	\$	-
11	404028	CARSON DELLOSA	HELPING STUDENTS UNDERSTAND ALGEBR	CD-404028					1358	EA			\$	-	\$	-
12	3744	CARSON DELLOSA	GRAMMAR GR 7-8 KELLY WINGATE	CD-3744					1310	EA			\$	-	\$	-
13	404153	CARSON DELLOSA	MATH GAMES GR 7-8	CD-404153					1137	EA			\$	-	\$	-
14	8766	CARSON DELLOSA	CHEMISTRY 100+ GR 9-12	IF-8766					1309	EA			\$	-	\$	-
15	8765	CARSON DELLOSA	BIOLOGY 100+ GR 9-12	IF-8765					1310	EA			\$	-	\$	-
16	2797	EVAN-MOOR	DAILY LANGUAGE REVIEW GR 7	EMC2797					929	EA			\$	-	\$	-
17	NA3721	LORENZ CORPORATION / MI	GR 7 STUDENT WORKBOOK MATHEMATICS	LEPNA3721					1526	EA			\$	-	\$	-
18	7807398703	HOUGHTON MIFFLIN HARC	CORE SKILLS READING COMPREHENSION 7	SV-70386					1774	EA			\$	-	\$	-
19	90030	WIGGLES 3D INC	EYE KNOW TRIVIA GAME	WTD90030					803	EA			\$	-	\$	-
20	954889	SCHOLASTIC TEACHING RES	HI-LO PASSAGES TO BUILD COMPREH	IC-0439548896					1562	EA			\$	-	\$	-
21	404029	CARSON DELLOSA	HELPING STUDENTS UNDERSTAND GEOG	CD-404029					1436	EA			\$	-	\$	-
22	NA3751	LORENZ CORPORATION / MI	GR 7 STUDENT WORKBOOK READING SHOW	LEPNA3751					1311	EA			\$	-	\$	-
23	3745	CARSON DELLOSA	GRAMMAR GR 9-10 KELLY WINGATE	CD-3745					1267	EA			\$	-	\$	-
24	7807398709	HOUGHTON MIFFLIN HARC	CORE SKILLS LANGUAGE ARTS GR 7	SV-70947					1693	EA			\$	-	\$	-
25	404025	CARSON DELLOSA	SCIENCE TUTOR CHEMISTRY GR 7	CD-404025					1731	EA			\$	-	\$	-
CLASSROOM SUPPLIES																
1	10377	ACME UNITED CORPORATION	SCHOOL RULER WOOD 12 IN SINGLE	ACM10377					52063	EA			\$	-	\$	-
2	2020	CHENILLE KRAFT COMPANY	REPUBLIC ERASER	CK-2020					28624	EA			\$	-	\$	-
3	34039	LEARNING RESOURCES	WOODEN METER STICK PLAIN ENDS	STP34039					10074	EA			\$	-	\$	-
4	12872	DIXON TICONDEROGA COMP	ORIOLE BLACK LEAD PENCIL NO 2 UNSH	DIX12872					10271	DZ			\$	-	\$	-

<p>RFP# R-LB-13042 ATTACHMENT A-3 NON-CORE LIST CATALOG DISCOUNTS</p> <p>INSTRUCTIONS: 1. Provide a listing of all catalog items offered using the format below.</p>	<p>OFFEROR CO. NAME: _____</p> <p>SIGNATURE: _____</p>
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ITEM	PRODUCT CATEGORY	MFG NUMBER	MFG NAME	DESCRIPTION	SUPPLIER NUMBER	UNIT OF MEASURE	CATALOG LIST PRICE	% DISCOUNT FROM CATALOG PRICE	UNIT NET PRICE
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- 1
- 2
- 3
- 4
- 5

Solicitation #R-LB-13042

CONTRACTOR DATA SHEET

1. **QUALIFICATION OF OFFEROR:** The Offeror shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time the Offeror has been in business providing the goods/services in this solicitation: _____ Years _____ Months.
3. **REFERENCES:** Offerors shall provide a listing of at least five (5) references for which the company has provided specified goods/services of the same or greater scope within the past three (3) years. **PWCS cannot be a reference.**

1.	Customer Name:	Contact Name:	Contact Title:
Address: _____		Phone No.	
_____		Fax No.	
E-mail: _____			
2.	Customer Name:	Contact Name:	Contact Title:
Address: _____		Phone No.	
_____		Fax No.	
E-mail: _____			
3.	Customer Name:	Contact Name:	Contact Title:
Address: _____		Phone No.	
_____		Fax No.	
E-mail: _____			
4.	Customer Name:	Contact Name:	Contact Title:
Address: _____		Phone No.	
_____		Fax No.	
E-mail: _____			
5.	Customer Name:	Contact Name:	Contact Title:
Address: _____		Phone No.	
_____		Fax No.	
E-mail: _____			

**PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
Purchasing Office**

VENDOR INFORMATION FORM

The following vendor information is required with all RFP responses along with a completed and signed W-9 form:

Ordering/Purchase Order Submission:

Legal Business Name: _____

D/B/A: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Email: _____

Tax ID#: _____

Remittance: Check box if same as above

Legal Business Name: _____

Address: _____

City, State, Zip: _____

Contact Information:

Name: _____

Title: _____

Phone: _____ Fax: _____

E-mail Address: _____

**Attention Vendors: Visit the PWCS Purchasing Office website at
<http://purchasing.departments.pwcs.edu> to:**

**Register on-line (Click on "Vendor Registration")
Obtain a W-9 form and instructions**



Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

CERTIFICATE OF COMPLIANCE

Code of Virginia §22.1-296.1

As a condition of contract award, Contractor/Vendor providing contracted services requiring direct contact with students on school property during regular school hours or school-sponsored activities/programs shall execute this document certifying that neither the Contractor nor any employee of the Contractor has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. This certification shall be binding upon the Contractor and their employees providing services throughout the term of the contract or purchase order, including any extensions or renewals.

Contractor/Vendor acknowledges that, pursuant to the *Code of Virginia §22.1-296.1 (A)*, any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.

_____ Company Name	<u>#R-LB-13042</u> Solicitation #
_____ Company Address	_____ Company Phone Number
_____ Print Name of Authorized Representative	_____ Authorized Representative Title
_____ Authorized Representative Signature	_____ Date



CONTRACT

CONTRACT NUMBER:

This Contract entered into this _____ day of _____ by, **VENDOR NAME AND ADDRESS** hereinafter referred to as the "Contractor" and **Prince William County School Board, P.O. Box 389, Manassas, VA 20108**, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".

WITNESSETH that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **SCOPE OF CONTRACT:** Contractor shall provide all necessary parts, labor, tools, materials, equipment and resources as may be required for _____ in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.

2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
 - 2.1. This signed Contract document.
 - 2.2. PWCS Request for Proposals (list all addendums)
 - 2.3. Contractor's proposal response dated _____.

3. **CONTRACT TERM AND RENEWAL:**
 - 3.1. The initial term of this contract shall be from the date of award to __, 20XX, with the option to renew for four additional one-year periods, one year at a time, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
 - 3.2. For future contract renewal periods, price increases shall not exceed the percentage increase/decrease in the Consumer Price Index, Table 1 (<http://stats.bls.gov/news.release/cpi.t0.htm>), Urban Consumers (CPI-U), U. S. City Average, All Items, Unadjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract period prior to the proposed contract period.
 - 3.2.1 At the time of the contract renewal, if costs to Prince William County Schools (PWCS) are restricted by the current percentage increase/decrease of the CPI-U for the latest twelve months, any unusual circumstances that could not have been foreseen by Contractor occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, the Contractor may

request adjustments to the costs to PWCS beyond the current CPI-U cap to reflect the circumstances. *The circumstances must be beyond the control of the Contractor and fully documented.*

3.2.1.1 Documentation for pricing increases above the CPI-U cap must be provided as follows:

3.2.1.1.1 For items, documentation supporting the increased costs must be provided by the manufacturer on their letterhead.

3.2.1.1.2. For services, the Contractor must provide documentation of the circumstances causing the increased costs, including substantial proof supporting the claims made, to warrant any price increases.

3.2.1.2 After reviewing the documentation provided, the Supervisor of Purchasing, may accept the increased costs or refuse them if they are considered to be excessive.

3.2.1.2.1. If the Supervisor of Purchasing does not accept the increased costs and PWCS originally awarded multiple contracts for these items/services, PWCS reserves the right to obtain prices for the affected items/services from the other vendors who were awarded a contract and, if the prices are considered to be fair and reasonable, award the items/services to the contractor(s) with the lowest price that meets the contract requirements.

3.2.1.2.2. Alternatively, at its own discretion, PWCS may revise the contract requirements and issue a new solicitation.

4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER:** The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:

4.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

4.2. PROJECT MANAGER: The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:

5. **TIME OF PERFORMANCE:**

6. **PRICING:**

7. **PAYMENT TERMS:**

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:

Authorized Signature

Type Name

Title

Date

PURCHASING AGENCY:

Authorized Signature

Jim Totty, CPPO, C.P.M.

Type Name

Supervisor of Purchasing

Title

Date

EXHIBIT A SUPPLIER QUALIFICATIONS

SUPPLIERS

Commitments

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

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

(a) **Corporate Commitment.**

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

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

EXHIBIT A
SUPPLIER QUALIFICATIONS

(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**

EXHIBIT A SUPPLIER QUALIFICATIONS

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

EXHIBIT A SUPPLIER QUALIFICATIONS

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.

EXHIBIT A
SUPPLIER QUALIFICATIONS

(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

EXHIBIT A
U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION

U.S. Communities Administration Agreement

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto in Exhibit A) 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.

EXHIBIT A
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 \$50 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)

**EXHIBIT A
NEW SUPPLIER IMPLEMENTATION CHECKLIST**

New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call	One Week
Discuss expectations Establish initial contact people & roles Outline kickoff plan Establish WebEx training date	
2. Second Conference Call	One Week
Review Contract Commitments	
3. Executed Legal Documents	One Week
U.S. Communities Administration Agreement Lead Public Agency agreement signed	
4. Supplier Login Established	One Week
Complete Supplier Set Up form Complete user account & user ID form	
5. Initial Sr. Management Meeting	Two Weeks
Implementation Process Progress U.S. Communities & Supplier Organizational Overview Supplier Manager to review and further discuss commitments	
6. Initial National Account Manager (NAM) & Staff Training Meetings	Two Weeks
Discuss expectations, roles & responsibilities Introduce and review web-based tools Review process & expectations with NAM and lead referral person	
7. Review Top Joint Target Opportunities	Four Weeks
Top 10 local contracts Review top U.S. Communities Participating Public Agencies (PPA)	
8. Program Contact Requirements	One Week
Supplier contacts communicated to U.S. Communities Staff Dedicated email Dedicated toll free number Dedicated fax number	
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 NAM	Three Weeks
Establish 90-day face-to-face training plan/strategy session for all sales –with NAM & PM	Two Weeks
Top 10 metro areas - Coordinate with NAM & PM	Four Weeks

EXHIBIT A
NEW SUPPLIER IMPLEMENTATION CHECKLIST

Initiate contact with Advisory Board (AB) members	Four Weeks
11. Marketing	Six Weeks
General announcement	
1 Page Summary with Supplier contacts	
Branding of program	
Supplier handbook	
Announcement to AB and Sponsors	

**EXHIBIT A
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. 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

EXHIBIT A
SUPPLIER INFORMATION

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 how your company proposes to distribute the Products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
5. 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.

Products, Services and Solutions

EXHIBIT A SUPPLIER INFORMATION

1. Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Statement of Needs of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. Provide the number of catalog items that are stocked in company owned warehouses, broken down by product category and the additional number of items available which are not stocked.
3. State your normal delivery time (in days) and any options for expediting delivery.
4. Describe delivery methodologies, i.e. desk-top delivery, dock, etc.
5. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?
6. State restocking fees and procedures for returning products.
7. Specify guaranteed fill rate by product category specified in the Statement of Needs.
8. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
9. 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 Educational Materials, Classroom, Art Supplies and Related Products and Services.

Quality

1. Describe your company's quality control processes.
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 any anticipated issues in servicing Participating Public Agencies and how you plan to manage these issues.
5. Describe and provide any product or service warranties.

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.

EXHIBIT A SUPPLIER INFORMATION

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. Provide a listing of any existing multi-state cooperative purchasing program contracts held by your company, if any, and provide the entity's name(s) and provide a description of the type of contract held.
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. Provide a green product listing. Describe any environmental attributes (recycled materials, energy efficiency, biodegradable, low-toxicity, etc.) or certifications achieved for each product.

EXHIBIT A
SUPPLIER INFORMATION

4. Describe your product's recyclability. Describe any buy back or take back options offered. Describe your company's efforts to reduce or reuse packaging and minimize environmental footprint in the shipping process.

5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

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.

EXHIBIT A
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

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

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

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

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

ARTICLE II

TERM OF AGREEMENT

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

ARTICLE III

REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities' Representations and Covenants.

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

EXHIBIT A

ADMINISTRATION AGREEMENT

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.

EXHIBIT A ADMINISTRATION AGREEMENT

(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

EXHIBIT A ADMINISTRATION AGREEMENT

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

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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

EXHIBIT A
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connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

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

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

ARTICLE IV

PRICING AUDITS

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

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by

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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

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

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

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

ARTICLE VI

MISCELLANEOUS

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

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

6.3 Assignment.

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

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

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

U.S. Communities:

U.S. Communities

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2999 Oak Road, Suite 710
Walnut Creek, California 94597
Attn: Program Manager Administration

Supplier:

Attn: U.S. Communities Program Manager

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

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

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

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

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

EXHIBIT A
ADMINISTRATION AGREEMENT

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]

EXHIBIT A
ADMINISTRATION AGREEMENT

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

By _____

Name: _____

Title: _____

**EXHIBIT A
ADMINISTRATION AGREEMENT**

ATTACHMENT A

MASTER AGREEMENT

(Prince William County Schools Master Agreement/Contract to be attached at time of award.)

EXHIBIT A ADMINISTRATION AGREEMENT

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												

EXHIBIT A
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT

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

RECITALS

WHEREAS, after a competitive solicitation and selection process by 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.

EXHIBIT A
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT

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.

**EXHIBIT A
STATE NOTICE ADDENDUM**

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

Nationwide:

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

Other states:

State of Oregon, State of Hawaii, State of Louisiana, State of Washington

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

EXHIBIT A
STATE NOTICE ADDENDUM

Kurtistown	Schofield Barracks
Lahaina	Tripler Army Medical Center
Laie	Volvano
Lanai City	Wahiawa
Laupahoehoe	Waialua
Lawai	Waianae
Lihue	Waikoloa
M C B H Kaneohe Bay	Wailuku
Makawao	Waimanalo
Makaweli	Waimea
Maunaloa	Waipahu
Mililani	Wake Island
Mountain View	Wheeler Army Airfield
Naalehu	Brigham Young University - Hawaii
Ninole	Chaminade University of Honolulu
Ocean View	Hawaii Business College
Ookala	Hawaii Pacific University
Paauhau	Hawaii Technology Institute
Paauilo	Heald College - Honolulu
Pahala	Remington College - Honolulu Campus
Pahoa	University of Phoenix - Hawaii Campus
Paia	Hawaii Community College
Papaaloa	Honolulu Community College
Papaikou	Kapiolani Community College
Pearl City	Kauai Community College
Pearl Harbor	Leeward Community College
Pepeekeo	Maui Community College
Princeville	University of Hawaii at Hilo
Pukalani	University of Hawaii at Manoa
Puunene	Windward Community College

**EXHIBIT A
STATE NOTICE ADDENDUM**

State: HI

Account Type: K-12

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

BOARD OF WATER SUPPLY
MAUI COUNTY COUNCIL
Honolulu Fire Department

Account Type: Non-Profit

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

CTR FOR CULTURAL AND TECH INTERCHNG
BETW EAST AND WEST
BISHOP MUSEUM
ALOCHOLIC REHABILITATION SVS OF HI INC
DBA HINA MAUKA
ASSOSIATION OF OWNERS OF KUKUI PLAZA
MAUI ECONOMIC DEVELOPMENT BOARD
NETWORK ENTERPRISES, INC.
HONOLULU HABITAT FOR HUMANITY
ALOHACARE
ORI ANUENUE HALE, INC.
IUPAT, DISTRICT COUNCIL 50
GOODWILL INDUSTRIES OF HAWAII, INC.
HAROLD K.L. CASTLE FOUNDATION
MAUI ECONOMIC OPPORTUNITY, INC.
EAH, INC.
PARTNERS IN DEVELOPMENT FOUNDATION
HABITAT FOR HUMANITY MAUI
W. M. KECK OBSERVATORY
HAWAII EMPLOYERS COUNCIL
HAWAII STATE FCU
MAUI COUNTY FCU
PUNAHOU SCHOOL
YMCA OF HONOLULU
EASTER SEALS HAWAII
AMERICAN LUNG ASSOCIATION
Hawaii Area Committee
St. Francis Medical Center
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

**EXHIBIT A
STATE NOTICE ADDENDUM**

prod test kindly ignore HI - DP
Kroc Center Hawaii

Account Type: College and University

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

Hawaii Information Consortium
Leeward Community Church
Queen Emma Gardens AOA

Account Type: Unknown

TURTLE BAY RESORT GOLF CLUB

Account Type: City

COUNTY OF MAUI

Account Type: Community College

Honolulu Community College
COLLEGE OF THE MARSHALL ISLANDS

Account Type: State Agency

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

CITY AND COUNTY OF HONOLULU

Account Type: Federal

Defense Information System Agency

State: LA

Account Type: K-12

Orleans Parish School Board
Isidore Nedwman School
Brother Martin High School
Morris Jeff Community School
Alexandria Country Day School
DARBONNE WOODS CHARTER SCHOOL, INC.
MENTORSHIP ACADEMY
CADDO PARISH SCHOOLS
JESUS THE GOOD SHEPHERD SCHOOL
HOSANNA FIRST ASSEMBLY OF GOD
DIOCESE OF LAFAYETTE
NORTHEAST BAPTIST SCHOOL
CHILDREN'S CHARTER MIDDLE SCHOOL
VISITATION OF OUR LADY CATHOLIC SCHOOL
DELHI CHARTER SCHOOL
ACADIA PARISH SCHOOL BOARD
ST. AMANT HIGH SCHOOL
AVOYELLES PARISH SCHOOL BOARD
BEAUREGARD PARISH SCHOOL BOARD
CALCASIEU PARISH SCHOOL SYSTEM
CATAHOULA PARISH SCHOOL BOARD
VIDALIA JUNIOR HIGH SCHOOL
DeSoto Parish School Board
EAST CARROLL PARISH SCHOOL BOARD
IBERVILLE PARISH SCHOOL BOARD
JACKSON PARISH SCHOOL BOARD
JEFFERSON DAVIS PARISH SCHOOL BOARD
JEFFERSON PARISH SCHOOL BOARD
LINCOLN PARISH SCHOOL BOARD
Recovery School District
MADISON PARISH SCHOOL BOARD
MOREHOUSE PARISH SCHOOL BOARD
OUACHITA PARISH SCHOOL BOARD
RICHLAND PARISH SCHOOL BOARD
ST. BERNARD PARISH PUBLIC SCHOOL DISTRICT
ST LANDRY PARISH SCHOOL BOARD
St.Mary Parish School Board

EXHIBIT A
STATE NOTICE ADDENDUM

TANGIPAHOA PARISH SCHOOL SYSTEM	Parkview Elementary PTO
NEWELLTON ELEMENTARY SCHOOL	St. James Parish School Board
UNION PARISH SCHOOL BOARD	Washington Parish School System
VERMILION PARISH SCHOOL BOARD	St. Martin's Episcopal School
VERNON PARISH SCHOOL BOARD	Terrebonne Parish School Board
WEST BATON ROUGE PARISH SCHOOL BOARD	Sabine Parish School Board
WEST CARROLL PARISH SCHOOL BOARD	Cedar Creek School
WINN PARISH SCHOOL BOARD	Faith Lutheran High School
MONROE CITY SCHOOLS	Advocacy for the Arts & Technology
ST JOSEPH THE WORKER	LITTLE ANGELS SCHOOL AND DAY CARE
Parkview Baptist	CADDO PARISH MAGNET HIGH SCHOOL
ST. MARIA GORETTI CHURCH	BOSSIER PARISH SCHOOL BOARD
ST MARY'S DOMINICAN HS	RAPIDES PARISH SCHOOL BOARD
ST. AUGUSTINE HIGH SCHOOL	St. Edward School
ARCHBISHOP RUMMEL HIGH SCHOOL	LaSalle Parish School District
CATHOLIC OF POINTE COUPEE SCHOOL	LSMSA
Archbishop Shaw High School	Bogalusa School Board
E.D. WHITE CATHOLIC HIGH	St. Charles Parish Public Schools
CENTRAL PRIVATE SCHOOL	Parkview Baptist School
CENTRAL SCHOOL CORP.	Ursuline Academy of New Orleans
EPISCOPAL HIGH SCHOOL OF BATON ROUGE	ReNEW - Reinventing Education
OAK FOREST ACADEMY	Larose Lower Elementary
RIVERSIDE ACADEMY	Bossier Parish School Board (BPSB)
HOLY TRINITY LUTHERAN CHURCH AND SCHOOL	Bienville Parish School Board
OPELOUSAS CATHOLIC SCHOOL	Andrew H. Wilson Charter School
ST. JOHN ELEMENTARY/MIDDLE SCHOOL	retired now
LIVINGSTON PARISH PUBLIC SCHOOLS	W.S. Lafargue Elementary
THE DUNHAM SCHOOL	Account Type: County
EXCELSIOR CHRISTIAN SCHOOL	vermilion county
STATE DEPARTMENT OF EDUCATION	ST.CHARLES SHERIFFS OFFICE
GRACE LUTHERAN CHURCH AND EARLY CHILDHOOD CENTER	St Landry Parish Government
ST. CLETUS SCHOOL	Cameron Parish Sheriff Department
CLAIBORNE PARISH SCHOOL BOARD	Calcasieu Parish Police Jury
LAFAYETTE PARISH SCHOOL SYSTEM	St. James Parish Government
LORANGER HIGH SCHOOL FOOTBALL	calcasieu county
ST. PIUS X SCHOOL	JEFFERSON PARISH DISTRICT ATTORNEY
ACADEMY OF THE SACRED HEART	ASSUMPTION PARISH LIBRARY
ST. JOAN OF ARC SCHOOL	ST. BERNARD PARISH ADULT DRUG COURT
ST. DOMINIC SCHOOL	WINN PARISH DISTRICT ATTORNEY
WESTMINSTER CHRISTIAN ACADEMY	GRANT PARISH POLICE JURY
CATHOLIC HIGH SCHOOL	BIENVILLE PARISH POLICE JURY
Monroe Educational Foundation	BOSSIER PARISH ASSESSOR
	BOSSIER PARISH CLERK OF CT

EXHIBIT A
STATE NOTICE ADDENDUM

BOSSIER SHERIFFS DEPARTMENT	Louisiana
CADDO PARISH TAX ASSESSOR	JUDICIAL EXPENSE FUND
CALDWELL PARISH CLERK OF COURT	GRANT PARISH POLICE JURY GAS DEPT.
CLAIBORNE PARISH POLICE JURY	LA SALLE PARISH POLICE JURY
DESOTO PARISH POLICE JURY	DESOTO PARISH EMS
EAST BATON ROUGE PARISH CLERK OF COURT	DESOTO PARISH TAX ASSESSOR
EAST FELICIANA PARISH SHERIFF OFFICE	caddo county
iberia county	RICHLAND PARISH SHERIFF DEPARTMENT
JACKSON PARISH POLICE JURY	CONCORDIA PARISH POLICE JURY
LINCOLN PARISH LIBRARY	East Baton Rouge Parish Drug Court Treatment Center
MOREHOUSE PARISH POLICE JURY	St. Tammany Parish Assessor
CITY OF OPELOUSAS	St. John the Baptist Parish Library
ouachita county	Livingston Council On Aging
POINTE COUPEE PARISH POLICE JURY	St. Landry Parish Tourist Commission
RAPIDES PARISH POLICE JURY	PLAQUEMINES PARISH GOVERNMENT
ST. CHARLES PARISH	east baton rouge county
ST JOHNS THE BAPTIST PARISH	acadia county
ST. MARY PARISH GOVERNMENT	
UNION PARISH HOMELAND SECURITY	Account Type: Non-Profit
WEBSTER PARISH POLICE JURY	
WEST CARROLL PARISH SHERIFFS DEPT.	St. Landry Parish Community Action Agency
WEST FELICIANA COMMUNICATIONS DISTRICT	Zoar Baptist Church
WINN PARISH POLICE JURY	East Baton Rouge Mortgage Finance Authority
CATAHOULA PARISH POLICE JURY	Rebuilding Together New Orleans
JEFFERSON PARISH GOVERNMENT	st. charles united methodist church
TENSAS PARISH POLICE JURY	Touro Infirmary
ST TAMMANY FIRE DISTRICT 4	Acadiana CARES
IBERVILLE PARISH COUNCIL	Presbytery of South Louisiana - Project Homecoming
OUACHITA MULTI-PURPOSE COMMUNITY ACTION PROGRAM, INC	family service of greater new orleans
SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION	The Magnolia School, Inc
CALDWELL PARISH HOUSING AUTHORITY	Church United for Community Development
FRANKLIN ECONOMIC DEVELOPMENT FOUNDATION	Willis Knighton Health Systems
RICHLAND PARISH LIBRARY	Plaquemines Community C.A.R.E. Center
orleans county	jerico road episcopal housing initiative
THIRD JUDICIAL DISTRICT COURT	greater mount calvary baptist church
RAPIDES PARISH LIBRARY	LA ASSOCIATION COMMUNITY ACTION PARTNERSHIPS
Acadia Parish Police jury	BOOST FOUNDATION, INC.
BEAUREGARD PARISH POLICE JURY	NEW GENERATIONS CHURCH OF MONROE, INC
Fl Parish Juvenile Detention Center	SUMMER GROVE BAPTIST ACADEMY
Livingston Parish Council	NALC BRANCH 136
PARISH OF ASCENSION	GRACE COMMUNITY CHURCH
Lafourche Parish Government State Of	COMITE BAPTIST CHURCH

EXHIBIT A
STATE NOTICE ADDENDUM

GULF COAST HOUSING PARTNERSHIP	CROSSPOINT BAPTIST CHURCH
COMMITTEE FOR PLAQUEMINES RECOVERY	MACEDONIA MISSIONS, INC.
THE FULLER CENTER FOR HOUSING OF NWLA	MT. PLEASANT COMMUNITY DEVELOPMENT
DESOTO PARISH LIBRARY	CORP. INC.
SEEKER SPRINGS MINISTRY CENTER	Jefferson Chamber of Commerce
THE CELL COMMUNITY SCHOOL & RESOURCE	FAMILY RESOURCES OF NEW ORLEANS
CENTER	UNITECH TRAINING ACADEMY
ELDERCARE SUPPORT SERVICES	LOUISIANA FAMILY FORUM
MARY BIRD CANCER CENTER	PCPFHF
LOUISIANA HEALTH CARE QUALITY FORUM	FAMILY MEDICAL CLINIC OF MER ROUGE
LEWIS CME	NEW BEGINNINGS CDC
ST. BERNARD PROJECT	FAITH TABERNACLE CHURCH
PRIDE COMMUNITY ASSOCIATION	THE WAY OF HOLINESS APOSTOLIC CHURCH
HARVEST CHURCH	MIRACLE PLACE CHURCH
ALLEGIANCE HEALTH MANAGEMENT	THE HARVEST
UPWARD BOUND MINISTRIES, INC.	POLICE JURY ASSOCIATION OF LOUISIANA
IBTS	NSU CHILD AND FAMILY NETWORK
HANDS ON NETWORK	MOREHOUSE GENERAL HOSPITAL
CROSSROADS CHURCH	BROADMOOR CHRISTIAN CHURCH
NEW ORLEANS JAZZ ORCHESTRA	MW PRINCE HALL MASONIC HALL TEMPLE
ST. PAUL BAPTIST CHURCH	LITTLE THEATRE OF MONROE, INC.
COMMUNITY SUPPORT PROGRAMS, INC.	BOSSIER CHAMBER OF COMMERCE
LAFAYETTE TEEN COURT, INC	ST. ANDREW PRESBYTERIAN CHURCH
THE SHREVEPORT-BOSSIER KOREAN	WEST JEFFERSON MEDICAL CENTER
PRESBYTERIAN CHURCH	IBERIA MEDICAL CENTER
URBAN IMPACT MINISTRIES	BROADMOOR UNITED METHODIST
Cornerstone Church of Zachary Inc	PRESCHOOL
GOOD SAMARITANS OF FRANKLIN	ST.ANSELM CATHOLIC CHURCH
LOUISIANA ASSOCIATION OF HEALTH PLANS	ST. FRANCES XAVIER CABRINI CATHOLIC
LOUIS INFANT CRISIS CENTER	CHURCH
GRACE LIFE FELLOWSHIP	KIWANIS INTERNATIOINAL
FAMILY WORSHIP CENTER CHURCH INC	Tulane Hillel
UNITY FOR THE HOMELESS,INC.	DISABLED VETERNS OF LA CHAPTER 4
NEW TABERNACLE BAPTIST CHURCH	SHREVEPORT ELECTRICAL HEALTH AND
CENLA AREA AGENCY ON AGING, INC.	WELFARE FUND
UNITED METHODIST HOPE MINISTRIES	LAFAYETTE PARISH CONVENTION & VISITORS
HEALING PLACE CHURCH	COMMISSION
RAPIDES PRIMARY HEALTH CARE CENTER	ISTROUMA AREA COUNCIL OF BOY SCOUTS
K AND S CHILDHOOD DEVELOPMENT CENTER	UNITED CEREBAL PALSY OF GREATER NEW
HAVEN REHABILITATION CENTER, INC.	ORLEANS, INC
MOUNT HERMON BAPTIST CHURCH	RIDGE AVENUE BAPTIST CHURCH
PLEASANT VALLEY UNC	Girls Scouts Louisiana East
LIVINGSTON PARISH PRESIDENT-COUNCIL	CHILDREN'S HOSPITAL
LINCOLN GENERAL HOSPITAL	LOUISIANA SPCA
	FIRST BAPTIST CHURCH RUSTON
	GIRL SCOUTS OF LA - PINES TO GULF

EXHIBIT A
STATE NOTICE ADDENDUM

UNITED WAY OF NORTHEAST LOUISIANA, INC.	CENTRAL CITY EOC
LOUISIANA REALTORS ASSOCIATION	ST. MARY PARISH TOURIST COMMISSION
LOUISIANA HIGH SCHOOL ATHLETIC ASSOCIATION	PINE BELT MULTI-PURPOSE COMMUNITY ACTION AGENCY
ST. GEORGE CHURCH	UNIVERSITY CHURCH OF CHRIST
JACKSON PARISH HOSPITAL	CITY OF FAITH PRISON MINISTRIES, INC.
ROMAN CATHOLIC CHURCH OF THE DIOCESE OF BATON ROUGE	THE SPIRIT OF FREEDOM MINISTRIES
ARCHDIOCESE OF NEW ORLEANS	BONITA ROAD BAPTIST CHURCH
TOTAL COMMUNITY ACTION, INC.	EVANGELINE BAPTIST CHURCH
AVOYELLES PROGRESS ACTION COMMITTEE, INC	HOPEWELL BAPTIST CHURCH
CENLA COMMUNITY ACTION COMMITTEE, INC.	PENIEL BAPTIST CHURCH
PCSS	ASSOCIATED PROFESSIONAL EDUCATORS OF LOUISIANA
ST. MICHAEL SPECIAL SCHOOL	PHILADELPHIA BAPTIST CHURCH
MACON ECONOMIC OPPORTUNITY	HOSANNA LUTHERAN CHURCH
LIVINGSTON PARISH CHAMBER OF COMMERCE	MOUNT CANAAN MISSIONARY BAPTIST CHURCH
FIRST BAPTIST CHURCH COVINGTON	NEW DAUGHTERS OF ZION MISSIONARY BAPTIST CHURCH IN
JEWISH FEDERATION OF GREATER BATON ROUGE	MARION BAPTIST CHURCH
COOK BAPTIST CHURCH	VERNON COMMUNITY ACTION COUNCIL, INC.
ST. MARY CAA, INC.	FIRST CHURCH OF GOD IN OAK GROVE, INC.
OUR LADY OF PROMPT SUCCOR CHURCH	Ouachita Baptist Church
NEW CHAPEL HILL BAPTIST CHURCH	OLIVE BRANCH BAPTIST CHURCH
The Arc Of Iberia	FIRST APOSTOLIC CHURCH
MCIO HEAD START	SOLOMON TEMPLE BAPTIST CHURCH
FRANKLIN MEDICAL CENTER	WEST BATON ROUGE CHAMBER OF COMMERCE
EASTER SEALS LOUISIANA	IFA CHURCH
VOLUNTEERS OF AMERICA OF GREATER NEW ORLEANS	LA ONE CALL
ST. ALOYSIUS CATHOLIC SCHOOL	ST. FRANCIS DINER
LOUISIANA DISTRICT ATTORNEYS ASSOCIATION	SWEETWATER BAPTIST CHURCH
ODYSSEY HOUSE LOUISIANA, INC.	THE CHURCH OF THE LIVING GOD
HAVEN NURSING CENTER, INC.	WORKFORCE INVESTMENT BOARD SDA-83
KING OF KINGS EVANGELICAL LUTHERAN CHURCH	TRAILBLAZER RESOURCE AND CONSERVATION AREA, INC.
ST. JEAN VIANNEY CHURCH	PRESBYTERIAN CHURCH OF RUSTON
Southern Financial Exchange	ADVOCACY CENTER FOR THE ELDERLY AND DISABLED, INC.
new home ministries	ST.MARY PARISH LIBRARY
HEBRON BAPTIST CHURCH	AGAPE LOVE
ST THOMAS AQUINAS CATHOLIC CHURCH	THE HOUSE OF FAITH HOPE AND CHARITY
GREATER OUACHITA WATER COMPANY	THE SALVATION ARMY
MT. VERNON BAPTIST CHURCH	EMMANUEL BAPTIST CHURCH
LA ASSEMBLY OF THE CHURCH OF GOD	BOY SCOUTS OF AMERICA
	FIRST BAPTIST CHURCH

EXHIBIT A
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FIRST UNITED METHODIST CHURCH	EMMANUEL MISSIONARY BAPTIST CHURCH
ST. JOHN THE BAPTIST CATHOLIC CHURCH	ELIZABETH BAPTIST CHURCH
FIRST BAPTIST CHURCH	LITTLE UNION BAPTIST CHURCH
ST PATRICK CHURCH	BARKSDALE UNITED METHODIST CHURCH
GRACE EPISCOPAL CHURCH	MORING STAR BAPTIST CHURCH
TRINITY LUTHERAN CHURCH	PEACEFUL REST BAPTIST CHURCH
FIRST BAPTIST CHURCH	UNION SPRINGS MBC
EMMANUEL BAPTIST CHURCH	UNITED WAY OF NW LOUISIANA
ANTIOCH BAPTIST CHURCH	WORD OF LIFE MINISTRIES
ST. JOHN THE BAPTIST CATHOLIC CHURCH	FROM BONDAGE TO FREEDOM
TRINITY BAPTIST CHURCH	LANE CHAPEL CME
Baton Rouge Soccer Association	NATIONAL SAFETY COUNCIL
ST. PAULS UNITED METHODIST CHURCH	PLEASEAN HILL BAPTIST CHURCH
PARKVIEW BAPTIST CHURCH	MT. ZION CME CHURCH
OPEN DOOR BAPTIST CHURCH	CENTRAL ASSEMBLY OG GOD
Galilee Baptist Academy	MEYERS MEMORIAL CHAPEL
Volunteers of America of North Louisiana	LAKE BETHLEHEM BAPTIST CHURCH
GIBSON AREA HOSPITAL	WILLIAMS MEMORIAL CME
First United Methodist Church	BROADMOOR PRESBYTERIAN CHURCH
Port City Enterprises	ST. MARYS BAPTIST CHURCH
acadia parish sheriff dpet	GREATER HOPE BAPTIST CHURCH
Fresh Faith Family Worship Center	STERLINGTON HOLINESS TABERNACLE
Greater Lafayette Chamber of Commerce	YMCA OF SHREVEPORT, LA
Baton Rouge Children's Advocacy Center	SUMMER GROVE BAPTIST CHURCH
Go Care	STARLIGHT BAPTIST CHURCH
Trinity Episcopal Church	ST. REST BAPTIST CHURCH
Access Health Louisiana	LAKESIDE DAY CARE
Beginners Mind Inc	LAKESIDE BAPTIST CHURCH
Wisner Foundation	EMMANUEL BAPTIST CHURCH
Berean Church	SHOWERS OF BLESSING MINISTRIES
South Central Laborers	CALVARY BAPTIST CHURCH
Southern United Neighborhoods	GREATER ELIZABETH BAPTIST CHURCH
Franklin Medical Center	AMERICAN CHILD DAY CARE CENTER
New Orleans Museum Of Art	SHREVEPORT REGIONAL ARTS COUNCIL
Our Lady of Victory	NEW TESTAMENT UNITED PENTECOSTAL CHURCH
Ingleside United Methodist Church	CHRISTVIEW CHRISTIAN CHURCH
congregation temple sinai	NEW GREENWOOD BAPTIST CHURCH
NORTHWEST LOUISIANA LIONS EYE BANK	BARKSDALE FEDERAL CREDIT UNION
NEW HORIZONS	TRINITY WORSHIP CENTER
UNITED AUTO WORKERS UNION	MT. SINAI MBC
STEEPLE CHASE BAPTIST CHURCH	Lafayette Habitat for Humanity
METRO/REGIONAL BUSINESS INCUBATOR	Nativity of Our Lady Church
BENTON UNITED METHODIST CHURCH	Full Gospel Church
APOSTOLIC DELIVERANCE U.P.C. INC.	

EXHIBIT A
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Health Care Centers In Schools
 First United Methodist Church of Slidell
 HOUSE OF RUTH, INC.
 Habitat for Humanity St. Tammany West
 Volunteers of America Greater Baton Rouge,
 Inc.
 New Orleans BioInnovation Center
 Our Lady of Perpetual Help Catholic Church
 St. Peter Catholic Church
 St. Agnes Catholic Church
 Goodwill Industries
 Capital Area Alliance for Homeless
 New Life Missionary Baptist Church
 cancer association of greater new orleans
 MAMI St Tammany
 Ascension Chamber of Commerce
 Louisiana Hemopheilia Foundation Inc
 ST. ALBAN'S CHAPEL
 lisamaye fighting lupus and raising awareness
 Audubon Commission
 MOST BLESSED SACRAMENT EARLY LEARNING
 CTR.
 Broadmoor Improvement Association
 Olive Branch Ministries, Inc
 Divine Touch Community development Center
 Galvez Football Club Inc

Account Type: College and University

Louisiana Universities Marine Consortium
 LSU
 Southern University at New Orleans
 CAMERON COLLEGE
 LOUISIANA TECHNICAL COLLEGE
 LOUISIANA TECH UNIVERSITY
 SOUTHEASTERN LOUISIANA UNIVERSITY
 LOUISIANA STATE UNIVERSITY
 CENTENARY COLLEGE OF LOUISIANA
 DILLARD UNIVERSITY
 LOYOLA UNIVERSITY OF NEW ORLEANS
 THE ADMINISTRATORS OF THE TULANE
 EDUCATIONAL FUND
 NOTRE DAME SEMINARY
 NEW ORLEANS BAPTIST THEOLOGICAL
 SEMINARY
 OUR LADY OF HOLY CROSS COLLEGE

LSUHSC - SHREVEPORT
 University of Louisiana Monroe
 Kappa Kappa Gamma
 Louisiana State University
 Louisiana, University Of Lafayette
 SOUTHERN UNIVERSITY
 McNeese State University
 University of New Orleans

Account Type: Other

Chris Raggio
 Chennault International Airport Authority
 ACI ST JOHN LLC
 SOUTHSIDE ECONOMIC DEVELOPMENT
 A AND B NOTARY
 PONCHATOULA AREA RECREATION DISTRICT
 NO.1
 BOSSIER PARISH MAXIMUM SECURITY JAIL
 WEST BATON ROUGE S/O WORK RELEASE
 LOD AND CAROL COOK CONFERENCE CENTER
 AND HOTEL
 Union Community Action, Association
 WEST BATON ROUGE PARISH POLICE JURY
 UNION COUNCIL ON AGING
 REPUBLICAN PARTY OF LA
 CHITIMACHA TRIBE OF LOUISIANA
 CAJUNDOME
 NOPD
 West Baton Rouge Public Library
 Spring Ridge Academy
 Port Shreveport Bossier
 Greater Elizabeth
 CALLAWAY ENTERPRISES
 WILLIS-KNIGHTON FEDERAL CREDIT UNION
 Shell Robert Training & Conference Center
 Louisiana Workforce LLC
 First Baptist Church
 Iberville Parish Library
 St. Tammany Parish Mosquito Abatement
 District

Account Type: Unknown

SHREVEPORT OXYGEN
 CALDWELL MEMORIAL HOSPITAL
 BREC

EXHIBIT A
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Swanson Center for Youth

Account Type: City Special District

New Orleans Redevelopment Authority
FIRE PROTECTION DIST. NO. 5
RAYNE HOUSING AUTHORITY
GREATER NEW ORLEANS EXPRESSWAY
COMMISSION
Sewerage and Water Board

Account Type: Independent Special District

UNIVERSITY HOUSE@ACADIANA
ALLEN PARISH FIRE PROTECTION DISTRICT FIVE
ST. GEORGE FIRE PROTECTION DISTRICT NO.2
POVERTY POINT RESERVOIR DISTRICT
BOARD OF COMMISSIONERS OF THE PORT OF
NEW ORLEANS
LAFAYETTE AIRPORT COMMISSION
CAPITAL AREA LEGAL SERVICES CORP
NEW ORLEANS REGIONAL BUSINESS PARK
ST. TAMMANY PARISH FIRE PROTECTION
DISTRICT NO. 3
BOSSIER PARISH COMMUNICATIONS DISTRICT
NO. 1

Account Type: City

City of Morgan City/Planning and Zoning
Town of St. Francisville
City of DeRidder
CITY OF VILLE PLATTE
BUNKIE FIRE DEPT
MONROE CITY
TOWN OF ARCADIA
TOWN OF BENTON
CITY OF BOSSIER
CADDO PARISH CLERK OF COURT
CITY OF COVINGTON
EVANGELINE PARISH SHERIFF DEPT.
TOWN OF FARMERVILLE
TOWN OF HAYNESVILLE
TOWN OF JONESVILLE
city of lake charles
CITY OF LEESVILLE
CITY OF MINDEN
CITY OF NEW ROADS

TOWN OF OLLA
CITY OF PLAQUEMINE
PONCHATOULA POLICE DEPT.
TOWN OF RAYVILLE
CITY OF RUSTON
ST. BERNARD PARISH GOVERNMENT
saint landry county
Sewerage and Water Board of New Orleans
CITY OF SHREVEPORT
CITY OF SLIDELL
CITY OF WEST MONROE
CITY OF WINNFIELD
CITY OF WINNSBORO
CITY OF KENNER
CITY OF WESTLAKE
TOWN OF CHURCH POINT
VILLAGE OF PALMETTO
TOWN OF WHITE CASTLE
TOWN OF WATERPROOF
CITY OF BAKER POLICE DEPARTMENT
BREAUX BRIDGE HOUSING AUTHORITY
CAPITAL CITY PRESS
TOWN OF GRAND ISLE
ASCENSION PARISH LIBRARY
GREATER NEW ORLEANS FOUNDATION
LOUISIANA PUBLIC EMPLOYEES COUNCIL 17
AFSCME AFL- CIO BUILDING CORP
VILLAGE OF FENTON
TOWN OF PEARL RIVER
VILLAGE OF FOREST HILL
BALL POLICE DEPARTMENT
TOWN OF ROSEFINE
TOWN OF LEONVILLE
DENHAM SPRINGS CITY MARSHAL
CITY OF PORT ALLEN
CITY OF MONROE
CITY OF HAMMOND
CITY OF ALEXANDRIA
City of New Iberia
New Orleans Police Department
Pelican State Credit Union
City of Harahan
TOWN OF HOMER
TOWN OF STERLINGTON

EXHIBIT A
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TOWN OF JONESBORO

St John Sheriff Office

city of gretna

City Of Rayne

Homer Memorial Hospital

New Orleans Aviation Board

City of Westwego Parks & Recreation

Account Type: County Special District

Vermilion Parish Sheriff Dept.

st. landry parish solid waste

Lake Charles Regional Airport

15TH JUDICIAL DISTRICT COURT

FIRE PROTECTION DISTRICT NO 1 OF TENSAS PARISH

VERMILION PARISH WATERWORKS DISTRICT NO.1

GRANT PARISH SHERIFF

TANGIPAHOA MOSQUITO ABATEMENT DISTRICT

SULPHUR PARKS AND RECREATION

DEMCO

G B COOLEY SERVICES

NORTH CADDO MEDICAL CENTER

HOSPITAL SERVICE DISTRICT NO.1, D/B/A TRI-WARD

BOSSIER LEVEE DISTRICT

EAST CENTRAL BOSSIER PARISH FIRE DISTRICT #1

District Five Public Works Commission

Castine Center

St. Mary Parish Recreation District #3

Vermilion Parish Dept. of Children and Family Services

Terrebonne Parish Consolidated Government Warehouse

LIVINGSTON PARISH SHERIFF'S OFFICE

Account Type: Community College

NWL TECHNICAL COLLEGE

THE ART STATION

COMPASS CAREER COLLEGE

SOUTH LA COMMUNITY COLLEGE

DELGADO COMMUNITY COLLEGE

GRETNA CAREER COLLEGE

Baton Rouge Community College

Acadiana Technical College

sowela tech comm college

Account Type: State Agency

The Housing Authority of the City of Opelousas

City of Baton Rouge/Office of Social Services

Webster DCFS-ES

DCFS-Vernon Parish Child Welfare

LSU Bogalusa Medical Center

Isu health systems

Leonard J Chabert Medical Center

LA State Board Of Medical Examiners

LA RESEARCH PARK CORPORATION

CONCEALED HANDGUN PERMIT UNIT

DEPT OF CULTURE RECREATION AND TOURISM

DEPARTMENT OF REVENUE/LOUISIANA

LA. DIVISION OF ADMINISTRATION

DHH-OFFICE OF PUBLIC HEALTH

LOUISIANA DEPARTMENT OF STATE

LA DEPT OF WILDLIFE AND FISHERIES

VERNON WORKFORCE CENTER

LA SHERIFFS PENSION AND RELIEF FUND

Richland Parish Tax Assessors office

THE SPRINGS OF RECOVERY ADOLESCENT PROGRAM

HAMMOND DEVELOPMENTAL CENTER

HOUMA-TERREBONNE HOUSING AUTHORITY

METROPOLITAN DEVELOPMENTAL CENTER

COLUMBIA DEVELOPMENT CENTER

LINCOLN COUNCIL ON THE AGING

26TH JUDICIAL DISTRICT PUBLIC DEFENDER

LA OFFICE OF STATE PARKS

LOUISIANA HOUSING FINANCE AGENCY

SPECIAL EDUCATION DISTRICT NO.1 OF

LAFOURCHE

ELAYN HUNT CORRECTIONAL CENTER

LSU AGCENTER EXTENSION SERVICE OFFICE

18TH JDC-ALVIN BATISTE, JR JUDGE

LOUISIANA BOARD OF CHIROPRACTIC

EXAMINERS

LOUISIANA STATE GOV. BIDS

MHSD/CHARTRES-PONTCHARTRAIN BEHAVIOR HEALTH CENTER

Covington Housing Authority

Department of Children and Family

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Services/Child Welfare/West Jefferso
DHH/OPH Hearing, Speech & Vision
DCFS/ES Orleans Midtown
department of health & hospitals
Southeast Louisiana Hosp
State of Lousiana Office of Legislative Auditor
26 TH JUDICIAL COURT
C.A.S.S.E.
FLETCHER TECHNICAL COMMUNITY COLLEGE
Orleans Parish Communication District
LSUHSC/E.A. CONWAY MEDICAL CENTER
Office of Governor
Louisiana Department Of Labor
Louisiana Board of Barbers Examiners
LSU Bogalusa Medical
LA DEPARTMENT OF MILITARY AFFAIRS
Tahgipahoa Parish Sheriff's Office
DCFS/CW/WEST JEFFERSON
Ruston Housing Authority
Dept. of Children and Family Services
NOPB

Account Type: Consolidated City/County

City of New Orleans

Account Type: Federal

METRO NARCOTICS DEA TASK FORCE
Mamou Housing Authority
career systems development corporation
first castle federal credit union

Account Type: Housing Authority

Vernon Parish Housing Authority
DeRidder Housing Authority
Haynesville Housing Authority
St. John the Baptist Housing Authority
Eunice Housing Authority
Housing Authority of EBR
Lake Arthur Housing Authority
Marksville Housing Authority
MONROE HOUSING AUTHORITY
MORGAN CITY HOUSING AUTHORITY
HOUSING AUTHORITY OF BOSSIER CITY
ST. LANDRY PARISH HOUSING AUTHORITY

HOUSING AUTHORITY OF THE TOWN OF
VINTON
HOUSING AUTHORITY OF JEFFERSON PARISH
SIMMESPORT HOUSING AUTHORITY
SOUTHWEST ACADIA HOUSING AUTHORITY
LMHA - LOUISIANA MANUFACTURED
HOUSING ASSOCIATION
YOUNGSVILLE HOUSING AUTHORITY
Gibsland Housing Authority
Lake Providence Housing Authority
Arcadia Housing Authority
Crowley Housing Authority
Colfax Housing Authority
Housing Authority City of Natchitoches AMP20
Welsh Housing Authority
Housing Authority of New Orleans
SABINE PARISH HOUSING AUTHORITY
PROVIDENCE HOUSE
Gueydan Housing Authority
Cottonport Housing Authority
Logansport Housing Authority
Mansfield Housing Authority
Jennings Housing Authority
White Castle Housing Authority
Jena Housing Authority
MERRYVILLE HOUSING AUTHORITY
Olla Housing Authority
Rapides Parish Housing Authority
Housing Authority of St. Martinville
Housing Authority of the City of Slidell
Ville Platte Housing Authority
East Carroll Housing Authority

State: OR

Account Type: K-12

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

EXHIBIT A
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SOUTHWEST CHARTER SCHOOL	DAVID DOUGLAS SCHOOL DISTRICT
WHITEAKER MONTESSORI SCHOOL	LOWELL SCHOOL DISTRICT NO.71
CASCADES ACADEMY OF CENTRAL OREGON	TIGARD-TUALATIN SCHOOL DISTRICT
NEAH-KAH-NIE DISTRICT NO.56	SHERWOOD SCHOOL DISTRICT 88J
INTER MOUNTAIN ESD	RAINIER SCHOOL DISTRICT
STANFIELD SCHOOL DISTRICT	NORTH CLACKAMAS SCHOOL DISTRICT
LA GRANDE SCHOOL DISTRICT	MONROE SCHOOL DISTRICT NO.1J
CASCADE SCHOOL DISTRICT	CHILDPEACE MONTESSORI
DUFUR SCHOOL DISTRICT NO.29	HEAD START OF LANE COUNTY
hillsboro school district	HARNEY COUNTY SCHOOL DIST. NO.3
GASTON SCHOOL DISTRICT 511J	NESTUCCA VALLEY SCHOOL DISTRICT NO.101
BEAVERTON SCHOOL DISTRICT	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
COUNTY OF YAMHILL SCHOOL DISTRICT 29	LEBANON COMMUNITY SCHOOLS NO.9
WILLAMINA SCHOOL DISTRICT	MT.SCOTT LEARNING CENTERS
MCMINNVILLE SCHOOL DISTRICT NO.40	SEVEN PEAKS SCHOOL
Sheridan School District 48J	DE LA SALLE N CATHOLIC HS
THE CATLIN GABEL SCHOOL	MULTISENSORY LEARNING ACADEMY
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	MITCH CHARTER SCHOOL
CENTRAL CATHOLIC HIGH SCHOOL	REALMS CHARTER SCHOOL
CANYONVILLE CHRISTIAN ACADEMY	BAKER SCHOOL DISTRICT 5-J
GEN CONF OF SDA CHURCH WESTERN OR	PHILOMATH SCHOOL DISTRICT
PORTLAND ADVENTIST ACADEMY	CLACKAMAS EDUCATION SERVICE DISTRICT
OUR LADY OF THE LAKE SCHOOL	CANBY SCHOOL DISTRICT
NYSSA SCHOOL DISTRICT NO. 26	OREGON TRAIL SCHOOL DISTRICT NO.46
ARLINGTON SCHOOL DISTRICT NO. 3	WEST LINN WILSONVILLE SCHOOL DISTRICT
LIVINGSTONE ADVENTIST ACADEMY	MOLALLA RIVER SCHOOL DISTRICT NO.35
Santiam Canyon SD 129J	ESTACADA SCHOOL DISTRICT NO.108
WEST HILLS COMMUNITY CHURCH	GLADSTONE SCHOOL DISTRICT
BANKS SCHOOL DISTRICT	ASTORIA SCHOOL DISTRICT 1C
WILLAMETTE EDUCATION SERVICE DISTRICT	SEASIDE SCHOOL DISTRICT 10
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
HARNEY EDUCATION SERVICE DISTRICT	VERNONIA SCHOOL DISTRICT 47J
GREATER ALBANY PUBLIC SCHOOL DISTRICT	SOUTH COAST EDUCATION SERVICE DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J	COOS BAY SCHOOL DISTRICT NO.9
SOUTHERN OREGON EDUCATION SERVICE DISTRICT	COOS BAY SCHOOL DISTRICT
SILVER FALLS SCHOOL DISTRICT	NORTH BEND SCHOOL DISTRICT 13
St Helens School District	COQUILLE SCHOOL DISTRICT 8
DAYTON SCHOOL DISTRICT NO.8	MYRTLE POINT SCHOOL DISTRICT NO.41
Amity School District 4-J	BANDON SCHOOL DISTRICT
SCAPPOOSE SCHOOL DISTRICT 1J	BROOKING HARBOR SCHOOL DISTRICT NO.17- C
REEDSPORT SCHOOL DISTRICT	REDMOND SCHOOL DISTRICT
FOREST GROVE SCHOOL DISTRICT	DESCHUTES COUNTY SD NO.6 - SISTERS SD

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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
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

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monument school
St. Paul School District
L'Etoiile French Immersion School
Marist Catholic High School
Ukiah School District 80R
North Powder Charter School
Mastery Learning Institute
North Lake School District 14

Account Type: County

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
Tillamook County Estuary
Job Council
Mckenzie Personnel Services
Columbia Basin Care Facility
BAKER CNTY GOVT
TILLAMOOK CNTY

Account Type: Non-Profit

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
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

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Umpqua Community Health Center	THE NATIONAL ASSOCIATION OF CREDIT
ALZHEIMERS NETWORK OF OREGON	MANAGEMENT-OREGON, INC.
NATIONAL WILD TURKEY FEDERATION	BLACHLY LANE ELECTRIC COOPERATIVE
TILLAMOOK ESTUARIES PARTNERSHIP	MORNING STAR MISSIONARY BAPTIST
LIFEWORCS NW	CHURCH
COLLEGE HOUSING NORTHWEST	NORTHWEST FOOD PROCESSORS
PARALYZED VETERANS OF AMERICA	ASSOCIATION
Independent Development Enterprise Alliance	INDEPENDENT INSURANCE AGENTS AND
MID-WILLAMETTE VALLEY COMMUNITY	BROKERS OF OREGON
ACTION AGENCY, INC	OREGON EDUCATION ASSOCIATION
HALFWAY HOUSE SERVICES, INC.	HEARING AND SPEECH INSTITUTE INC
REDMOND PROFICIENCY ACADEMY	SALEM ELECTRIC
OHSU FOUNDATION	MORRISON CHILD AND FAMILY SERVICES
SHELTERCARE	JUNIOR ACHIEVEMENT
PRINGLE CREEK SUSTAINABLE LIVING CENTER	CENTRAL BIBLE CHURCH
PACIFIC INSTITUTES FOR RESEARCH	MID COLUMBIA MEDICAL CENTER-GREAT 'N
Mental Health for Children, Inc.	SMALL
The Dreaming Zebra Foundation	TRILLIUM FAMILY SERVICES, INC.
LAUREL HILL CENTER	YWCA SALEM
THE OREGON COMMUNITY FOUNDATION	PORTLAND ART MUSEUM
OCHIN	SAINT JAMES CATHOLIC CHURCH
WE CARE OREGON	SOUTHERN OREGON HUMANE SOCIETY
SE WORKS	VOLUNTEERS OF AMERICA OREGON
ENTERPRISE FOR EMPLOYMENT AND	CENTRAL DOUGLAS COUNTY FAMILY YMCA
EDUCATION	METROPOLITAN FAMILY SERVICE
OMNIMEDIX INSTITUTE	OREGON MUSUEM OF SCIENCE AND
PORTLAND BUSINESS ALLIANCE	INDUSTRY
GATEWAY TO COLLEGE NATIONAL NETWORK	FIRST UNITARIAN CHURCH
FOUNDATIONS FOR A BETTER OREGON	ST. ANTHONY CHURCH
GOAL ONE COALITION	Good Shepherd Medical Center
ATHENA LIBRARY FRIENDS ASSOCIATION	Salem Academy
Coastal Family Health Center	ST VINCENT DE PAUL
CENTER FOR COMMUNITY CHANGE	OUTSIDE IN
STAND FOR CHILDREN	UNITED CEREBRAL PALSY OF OR AND SW WA
ST. VINCENT DEPAUL OF LANE COUNTY	WILLAMETTE VIEW INC.
EAST SIDE FOURSQUARE CHURCH	PORTLAND HABILITATION CENTER, INC.
CORVALLIS MOUNTAIN RESCUE UNIT	OREGON STATE UNIVERSITY ALUMNI
InventSuccess	ASSOCIATION
SHERIDAN JAPANESE SCHOOL FOUNDATION	ROSE VILLA, INC.
MOSAIC CHURCH	NORTHWEST LINE JOINT APPRENTICESHIP &
HOUSING AUTHORITY OF LINCOLN COUNTY	TRAINING COMMITTEE
RENEWABLE NORTHWEST PROJECT	BOYS AND GIRLS CLUBS OF PORTLAND
INTERNATIONAL SUSTAINABLE DEVELOPMENT	METROPOLITAN AREA
FOUNDATION	Oregon Research Institute
CONSERVATION BIOLOGY INSTITUTE	WILLAMETTE LUTHERAN HOMES, INC
	LANE MEMORIAL BLOOD BANK
	PORTLAND JEWISH ACADEMY

EXHIBIT A
STATE NOTICE ADDENDUM

LANECO FEDERAL CREDIT UNION	SERENITY LANE
GRANT PARK CHURCH	EAST HILL CHURCH
ST. MARYS OF MEDFORD, INC.	LA GRANDE UNITED METHODIST CHURCH
US CONFERENCE OF MENONNITE BRETHREN CHURCHES	COAST REHABILITATION SERVICES
FAITHFUL SAVIOR MINISTRIES	Edwards Center Inc
OREGON CITY CHURCH OF THE NAZARENE	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
OREGON COAST COMMUNITY ACTION	NEW HOPE COMMUNITY CHURCH
NORTHWEST REGIONAL EDUCATIONAL LABORATORY	KLAMATH HOUSING AUTHORITY
COMMUNITY ACTION TEAM, INC.	QUADRIPLIGICS UNITED AGAINST DEPENDENCY, INC.
EUGENE SYMPHONY ASSOCIATION, INC.	SPONSORS, INC.
STAR OF HOPE ACTIVITY CENTER INC.	COLUMBIA COMMUNITY MENTAL HEALTH ADDICTIONS RECOVERY CENTER, INC
SPARC ENTERPRISES	METRO HOME SAFETY REPAIR PROGRAM
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	OREGON SUPPORTED LIVING PROGRAM
SALEM ALLIANCE CHURCH	SOUTH COAST HOSPICE, INC.
Lane Council of Governments	ALLFOURONE/CRESTVIEW CONFERENCE CTR.
FORD FAMILY FOUNDATION	The International School
TRAILS CLUB	REBUILDING TOGETHER - PORTLAND INC.
NEWBERG FRIENDS CHURCH	PENDLETON ACADEMIES
WOODBURN AREA CHAMBER OF COMMERCE	PACIFIC FISHERY MANAGEMENT COUNCIL
CONTEMPORARY CRAFTS MUSEUM AND GALLERY	DOGS FOR THE DEAF, INC.
CITY BIBLE CHURCH	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
OREGON LIONS SIGHT & HEARING FOUNDATION	EMMAUS CHRISTIAN SCHOOL
PORTLAND WOMENS CRISIS LINE	DELIGHT VALLEY CHURCH OF CHRIST
THE SALVATION ARMY - CASCADE DIVISION	SAINT CATHERINE OF SIENA CHURCH
WILLAMETTE FAMILY	PORT CITY DEVELOPMENT CENTER
WHITE BIRD CLINIC	VIRGINIA GARCIA MEMORIAL HEALTH CENTER
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	CENTRAL CITY CONCERN
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	CANBY FOURSQUARE CHURCH
HOUSING NORTHWEST	EMERALD PUD
OREGON ENVIRONMENTAL COUNCIL	VERMONT HILLS FAMILY LIFE CENTER
LOAVES & FISHES CENTERS, INC.	BENTON HOSPICE SERVICE
FAITH CENTER	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
Bob Belloni Ranch, Inc.	COMMUNITY CANCER CENTER
GOOD SHEPHERD COMMUNITIES	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
SACRED HEART CATHOLIC DAUGHTERS	CASCADIA BEHAVIORAL HEALTHCARE
HELP NOW! ADVOCACY CENTER	WILD SALMON CENTER
TENAS ILLAHEE CHILDCARE CENTER	BROAD BASE PROGRAMS INC.
SUNRISE ENTERPRISES	SUNNYSIDE FOURSQUARE CHURCH
LOOKING GLASS YOUTH AND FAMILY SERVICES	TRAINING EMPLOYMENT CONSORTIUM
	RELEVANT LIFE CHURCH

EXHIBIT A
STATE NOTICE ADDENDUM

211INFO	MICHAEL KING.
SONRISE CHURCH	SELF ENHANCEMENT INC.
LIVING WAY FELLOWSHIP	FRIENDS OF THE CHILDREN
Women's Safety & Resource Center	SOUTH LANE FAMILY NURSERY DBA FAMILY
SEXUAL ASSAULT RESOURCE CENTER	RELIEF NURSE
IRCO	COMMUNITY VETERINARY CENTER
NORTHWEST YOUTH CORPS	PORTLAND SCHOOLS FOUNDATION
TILLAMOOK CNTY WOMENS CRISIS CENTER	SUSTAINABLE NORTHWEST
SECURITY FIRST CHILD DEVELOPMENT CENTER	OREGON DEATH WITH DIGNITY
CLASSROOM LAW PROJECT	BIRCH COMMUNITY SERVICES, INC.
YOUTH GUIDANCE ASSOC.	BAY AREA FIRST STEP, INC.
PREGNANCY RESOUCE CENTERS OF GRETER	OSLC COMMUNITY PROGRAMS
PORTLAND	EN AVANT, INC.
ELMIRA CHURCH OF CHRIST	ASHLAND COMMUNITY HOSPITAL
JASPER MOUNTAIN	NORTHWEST ENERGY EFFICIENCY ALLIANCE
ACUMENTRA HEALTH	BONNEVILLE ENVIRONMENTAL FOUNDATION
WORKSYSTEMS INC	SUMMIT VIEW COVENANT CHURCH
COVENANT CHRISTIAN HOOD RIVER	SALMON-SAFE INC.
OREGON DONOR PROGRAM	BETHEL CHURCH OF GOD
NAMI OREGON	PROVIDENCE HOOD RIVER MEMORIAL
OLIVET BAPTIST CHURCH	HOSPITAL
SILVERTON AREA COMMUNITY AID	SAINT ANDREW NATIVITY SCHOOL
CONFEDERATED TRIBES OF GRAND RONDE	BARLOW YOUTH FOOTBALL
CENTRAL OREGON COMMUNITY ACTION	SPOTLIGHT THEATRE OF PLEASANT HILL
AGENCY NETWORK	FAMILIES FIRST OF GRANT COUNTY, INC.
CATHOLIC COMMUNITY SERVICES	TOUCHSTONE PARENT ORGANIZATION
NEW AVENUES FOR YOUTH INC	CANCER CARE RESOURCES
LA CLINICA DEL CARINO FAMILY HEALTH CARE	CASCADIA REGION GREEN BUILDING COUNCIL
CENTER	SHERMAN DEVELOPMENT LEAGUE, INC.
DECISION SCIENCE RESEARCH INSTITUTE, INC.	SCIENCEWORKS
WESTERN STATES CENTER	WORD OF LIFE COMMUNITY CHURCH
HIV ALLIANCE, INC	SOCIAL VENTURE PARTNERS PORTLAND
PARTNERSHIPS IN COMMUNITY LIVING, INC.	OREGON PROGRESS FORUM
FANCONI ANEMIA RESEARCH FUND INC.	CENTER FOR RESEARCH TO PRACTICE
BLIND ENTERPRISES OF OREGON	WESTERN RIVERS CONSERVANCY
OREGON BALLET THEATRE	UNITED WAY OF THE COLUMBIA WILLAMETTE
SMART	EUGENE BALLET COMPANY
All God's Children International	EAST WEST MINISTRIES INTERNATIONAL
FARMWORKER HOUISNG DEV CORP	SISKIYOU INITIATIVE
UMPQUA COMMUNITY DEVELOPMENT	EDUCATIONAL POLICY IMPROVEMENT CENTER
CORPORATION	North Pacific District of Foursquare Churches
REGIONAL ARTS AND CULTURE COUNCIL	CATHOLIC CHARITIES
THE EARLY EDUCATION PROGRAM, INC.	FIRST CHURCH OF THE NAZARENE
MACDONALD CENTER	WESTSIDE BAPTIST CHURCH
EVERGREEN AVIATION MUSEUM AND CAP.	

EXHIBIT A
STATE NOTICE ADDENDUM

Little Promises Children's Program	Workforce Northwest Inc
UNION GOSPEL MISSION	Coalition Of Community Health
GRACE BAPTIST CHURCH	New Paradise Worship Center
COMMUNITY ACTION ORGANIZATION	River Network
OUTSIDE IN	CCI Enterprises Inc
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	Oregon Nurses Association
ELAW	GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE
COMMUNITY HEALTH CENTER, INC	Mount Angel Abbey
Greater Portland INC	YMCA OF ASHLAND
Boys & Girls Club of Corvallis	YMCA OF COLUMBIA-WILLAMETTE
Southeast Uplift Neighborhood Coalition	ASSOCIATION SERVICES
First United Presbyterian Church	Multnomah Law Library
PDX Wildlife	Friends Of Tryon Creek State P
Jackson-Josephine 4-C Council	Ontrack Inc.
Childswork Learning Center	Calvin Presbyterian Church
New Artists Performing Arts Productions, Inc.	HOLT INTL CHILD
Relief Nursery	St John The Baptist Catholic
Viking Sal Senior Center	Portland Foursquare Church
Boys and Girls Club of the rogue valley	Portland Christian Center
Albany Partnership for Housing and Community Development	Church Extension Plan
Polk Soil and Water Conservation District	Occu Afghanistan Relief Effort
Street Ministry	EUGENE FAMILY YMCA
Monet's Children's Circle	Christ The King Parish and School
Cascade Housing Association	Congregation Neveh Shalom
Northwest Habitat Institute	Newberg Christian Church
First Baptist Church	First United Methodist Church
The Nature Conservancy, Willamette Valley Field Office	Zion Lutheran Church
Portland Community Reinvestment Initiatives, Inc.	Hoodview Christian Church
GeerCrest Farm & Historical Society	Southwest Bible Church
College United Methodist Church	Community Works Inc
Salem Evangelical Church	Masonic Lodge Pearl 66
Daystar Education, Inc.	Molalla Nazarene Church
Oregon Social Learning Center	Transition Projects, Inc
environmental law alliance worldwide	St Michaels Episcopal Church
Community in Action	Saint Johns Catholich Church
Safe Harbors	Access Inc
Pacific Classical Ballet	Step Forward Activities Inc
Depaul Industries	Lane Arts Council
African American Health Coalition	Community Learning Center
Ministerio International Casa	Old Mill Center for Children and Families
Jesus Prayer Book	Sunny Oaks Inc
	Little Flower Development Center
	Hospice Center Bend La Pine

EXHIBIT A
STATE NOTICE ADDENDUM

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
1000 FRIENDS OF OREGON
NAMI of Washington County
Temple Beth Israel
Albertina Kerr Centers
St. Matthew Catholic School
Serendipity Center Inc
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

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

EXHIBIT A
STATE NOTICE ADDENDUM

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

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
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

Account Type: Unknown

NPKA
Shangri La
Cvalco
Oregon Permit Technical Association
Pgma/Cathie Bourne
Astra
Beit Hallel
EOU - NEOAHEC

Account Type: City Special District

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

EXHIBIT A
STATE NOTICE ADDENDUM

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

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

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

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

EXHIBIT A
STATE NOTICE ADDENDUM

CITY OF LA GRANDE	CITY OF SHADY COVE
CITY OF MALIN	CITY OF LAKESIDE
CITY OF MCMINNVILLE	CITY OF MILLERSBURG
CITY OF HALSEY	CITY OF GATES
CITY OF MEDFORD	KEIZER POLICE DEPARTMENT
CITY OF MILL CITY	CITY OF DUNDEE
CITY OF MILWAUKIE	CITY OF AURORA
CITY OF MORO	THE CITY OF NEWPORT
CITY OF MOSIER	CITY OF ALBANY
CITY OF NEWBERG	CITY OF ASHLAND
CITY OF OREGON CITY	CITY OF LEBANON
CITY OF PILOT ROCK	CITY OF PORTLAND
CITY OF POWERS	CITY OF SALEM
RAINIER POLICE DEPARTMENT	CITY OF SPRINGFIELD
CITY OF REEDSPORT	CITY OF BURNS
CITY OF RIDDLE	CITY OF COTTAGE GROVE
CITY OF SCAPPOOSE	CITY OF DALLAS
CITY OF SEASIDE	CITY OF FALLS CITY
CITY OF SILVERTON	CITY OF PHOENIX
CITY OF STAYTON	CITY OF PRAIRIE CITY
City of Troutdale	CITY OF REDMOND
CITY OF TUALATIN, OREGON	CITY OF SHERWOOD
CITY OF WARRENTON	City of junction city
CITY OF WEST LINN/PARKS	City of Florence
CITY OF WOODBURN	City of Dayton
CITY OF TIGARD, OREGON	City of Monmouth
CITY OF AUMSVILLE	City of Philomath
CITY OF PORT ORFORD	Seaside Public Library
CITY OF EAGLE POINT	City of Yoncalla
CITY OF WOOD VILLAGE	La Grande Police Department
St. Helens, City of	Cove City Hall
CITY OF WINSTON	Woodburn City Of
CITY OF COBURG	NW PORTLAND INDIAN HEALTH BOARD
CITY OF NORTH PLAINS	Portland Patrol Services
CITY OF GERVAIS	City Of Bend
CITY OF YACHATS	City Of Coquille
FLORENCE AREA CHAMBER OF COMMERCE	City Of Molalla
PORTLAND DEVELOPMENT COMMISSION	City Of North Bend
CITY OF CANNON BEACH OR	Columbia Gorge Community
CITY OF ST. PAUL	City of St. Helens
CITY OF ADAIR VILLAGE	Toledo Police Department
CITY OF WILSONVILLE	City of Independence
HOUSING AUTHORITY OF THE CITY OF SALEM	City of Baker City
CITY OF HAPPY VALLEY	CITY OF SWEETHOME

EXHIBIT A
STATE NOTICE ADDENDUM

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

Netarts-Oceanside RFPD
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

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

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

EXHIBIT A
STATE NOTICE ADDENDUM

Oregon Health Care Quality Cor
Opta Oregon Permit Technician
HOUSING DEVELOPING CORP
STATE OF OREGON

Account Type: Consolidated City/County

City of Carlton

Account Type: Federal

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

Coquille Indian Housing Authority
HOUSING AUTHORITY OF PORTLAND
NORTH BEND CITY- COOS/URRY HOUSING
AUTHORITY
MARION COUNTY HOUSING AUTHORITY
Housing Authority of Yamhill County

EXHIBIT A
FEMA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS

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

In addition, Contractor agrees to the following specific provisions:

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

EXHIBIT A
FEMA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the County and be disposed of in accordance with County policy. The County, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as County deems necessary, Contractor shall permit County, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or County makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

EXHIBIT A
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.