



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



COMPETITIVE SOLICITATION

BY CITY AND COUNTY OF DENVER

FOR

OFFENDER MONITORING PRODUCTS, SERVICES AND SOLUTIONS

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP # 0790A (2013)



DENVER
THE MILE HIGH CITY

CITY AND COUNTY OF DENVER

DEPARTMENT OF GENERAL SERVICES
Purchasing Division
www.denvergov.org/purchasing

WELLINGTON E. WEBB
MUNICIPAL OFFICE BUILDING
201 WEST COLFAX AVE.,
DEPT. 304, 11TH FLOOR
DENVER, CO 80202
PHONE: (720) 913-8100
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Buyer: Curtis Subia
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Email: curtis.subia@denvergov.org

REQUEST FOR PROPOSAL

Request for Proposal No. 0790A

OFFENDER MONITORING PRODUCTS, SERVICES AND SOLUTIONS

SCHEDULE OF EVENTS

• RFP Issued	August 5, 2013		
• Deadline to Submit Additional Questions	August 15, 2013	5:00 P.M.	Local Time
• Response to Written Questions	August 28, 2013		
• Proposal Due Date	September 6, 2013	5:00 P.M.	Local Time

Proposer offers to furnish to the City and County of Denver the materials, supplies, products or services requested in accordance with the specifications and subject to the Terms and Conditions described herein.

PROPOSER SIGN HERE

Company Name: _____

By: _____
(Printed or Typed Name)

Signature: _____
Signature constitutes acceptance of all Terms and Conditions listed on this form and all documents attached.

Email: _____

Phone: _____

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SECTION A: U.S. COMMUNITIES OVERVIEW

A.1 U.S. COMMUNITIES OVERVIEW

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.

A.1.a. 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”).

A.1.b. 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	Cape May County, NJ
City of Los Angeles, CA	City of Houston, TX
Cobb County, GA	Los Angeles County, CA
Denver Public Schools, CO	Maricopa County, AZ
Fresno Unified School District, CA	Miami-Dade County, FL
City and County of Denver, CO	Salem-Keizer School District, OR
Emory University, GA	San Diego Unified School District, CA
Fairfax County, VA	City of Seattle, WA
Harford County Public Schools, MD	Great Valley School District, PA
City of Kansas City, MO	Auburn University, AL
Hennepin County, MN	City of San Antonio, TX
Collier County Public Schools, FL	Orange County, NY
Port of Portland, OR	

A.1.c. Participating Public Agencies

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

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

The City and County of Denver 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 Section F.

A.1.d. 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, City and County of Denver 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.

A.1.e. 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.

A.1.f. 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.

A.1.g. 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. Multiple awards may be primary and secondary.

A.1.h. 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.

SECTION B: GENERAL INFORMATION & PROPOSAL INSTRUCTIONS

B.1. BACKGROUND AND SCOPE:

The City and County of Denver, hereinafter referred to as the City, desires to solicit sealed proposals to establish a cooperative contract or contracts for OFFENDER MONITORING PRODUCTS, SERVICES AND SOLUTIONS on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.

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

B.2. OBJECTIVES

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

ALL PRODUCTS OFFERED MUST BE NEW AND/OR REMANUFACTURED AND TESTED, LATEST DESIGN AND TECHNOLOGY.

B.3. TERMS AND DEFINITIONS

Throughout the solicitation documents, there are terms which are synonymous and interchangeable, such as "Vendor" or "Supplier" and "Contractor," "Proposer" and "Proposer," "Proposal" and "Bid," and "Agreement" or "Master Agreement" and "Contract."

B.4. CONTRACT PERIOD:

The term of this contract will be for three (3) years beginning December 1, 2013 and ending November 30, 2016.

The City may, at its option, renew the term of this Contract up to a maximum of two (2) years, one (1) year at a time. The Proposer shall be notified in writing by the City's Purchasing Department of its intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

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

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

B.5. ROCKY MOUNTAIN E-PURCHASING (BidNet®):

The City is collaborating with Rocky Mountain E-purchasing System (BidNet®) in the advertisement and facilitation of Formal Bids and Requests for Proposals (RFP) administered by the City's General Services Purchasing Division.

It is a requirement of this Formal Bid / RFP that interested parties familiarize themselves and register with BidNet®; proposer/ contractors who do not register may be considered non-responsive.

Registration with BidNet® is available at NO CHARGE and allows proposers access to view governmental bids posted on BidNet®; they offer an additional notification service option with an associated fee. It is the responsibility of the proposer/ contractor to evaluate and select the service option of their choice.

The City is not responsible for the actions or lack thereof on the part of the proposer / contractor in regards to their interaction with BidNet®, or any other third-party bid notification service in relation to this Formal Bid/RFP.

More information is available at: www.rockymountainbidsystem.com or by calling 1-800-835-4603.

B.6. RFP QUESTIONS:

The City shall not be bound by and the Proposer shall not request or rely on any oral interpretation or clarification of this RFP. Therefore any questions regarding this RFP are encouraged and should be submitted in writing by email to:

City Buyer: **Curtis Subia**
E-Mail: **curtis.subia@denvergov.org**
Phone: **720-913-8152**

Questions received up to deadline to submit questions in the Schedule of Events will be answered in writing per the Schedule of Events. Answers to questions from any Proposer will be provided to all Proposer.

All communications regarding this proposal shall only be through the City's buyer listed above. No communication is to be directed to any other City personnel.

B.7. ADDENDA:

In the event it becomes necessary to revise, change, modify or cancel this Proposal or to provide additional information, addenda will be issued and made available on BidNet®. It is the responsibility of the proposer/ contractor to confirm that they have acquired all addenda related to this solicitation and they have reviewed/ complied with the requirements therein.

B.8. SUBMISSION OF PROPOSALS:

Submit three (3) original (duly marked) hardcopies and ten (10) electronic (CD or USB flash drives) copies of the Technical proposal, and three (3) original (duly marked) and ten (10) electronic (CD or USB flash drives) copies of the Cost proposal to the following address in either an enclosed envelope or a sealed box and labeled with the Proposal number and name. Proposals must be received and time stamped in the Purchasing Division Office no later than date and time listed in the Schedule of Events. Individual Proposals will not be read in public or available for public inspection until after an award determination has been made. No proposals should be submitted in plastic sleeves or spiral binders. They may be submitted in 3 ring binders.

City & County of Denver Purchasing Division
201 W. Colfax Ave.
Dept. 304, 11th Floor
Denver, CO 80202

The City requests that whenever possible proposals be duplex printed on paper containing 30% post-consumer content in observance with the Greenprint Denver action plan.

Your proposal shall consist of the following:

Cover Sheet

Technical proposal as required in Section B6, **TECHNICAL PROPOSAL INSTRUCTIONS.**

Cost proposal as required in Section B8, **COST PROPOSAL INSTRUCTIONS.**

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

TECHNICAL PROPOSAL INSTRUCTIONS:

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

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

Tab 1 – COVER LETTER: The Proposer will complete the City Proposal Cover Sheet. Additionally, Proposer will provide a cover letter describing a brief history of the Proposer and organization. The letter will indicate the principal or officer of the Proposer organization who will be the City’s primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of services and solutions on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of the RFP must sign the cover letter transmitting the proposal.

Tab 2 – EXECUTIVE SUMMARY: The Proposer will provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the Proposal.

Tab 3 – PROPOSER PROFILE: The Proposer must provide a profile of its organization and all other companies who will be providing services through a dealer, distribution or subcontractor arrangement with the Proposer. At a minimum, the Proposer will provide the following information.

- a. Name of firm submitting the proposal
- b. Main office address
- c. If a corporation, when and where incorporated
- d. List any dba’s
- e. Number of years in business
- f. Total number of employees
- g. If joint venture or prime/subcontractor relationship, articulate how the relationship would work and describe how Proposer would ensure City issues purchase orders and receives invoices from one company.

Tab 4 – TECHNICAL QUALIFICATIONS:

- a. The Proposer shall respond to each Submittal item in Section C9: Scope of Work and Technical Requirements.
- b. LOCAL STAFFING PLAN: The Proposer will provide the name, qualifications, experience, and proposed responsibilities for the personnel it proposes as Key Personnel for the City for work under the contract. This shall include the assigned Proposer representative, all trainers, project manager and team, and all installers.

Tab 5 – REFERENCES:

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

Tab 6 – SUPPLIER INFORMATION:

- a. Supplier Qualifications, Section G.1: Proposer must include a narrative of its understanding and acceptance of the Supplier Commitments.
- b. Completed and signed Supplier Worksheet for National Program Consideration, Section G.3
- c. Supplier Information, Section G.5

Tab 7 – ADDITIONAL REQUIRED FORMS AND SIGNED ADDENDA:

1. Provide completed Greenprint Denver Proposer Sustainability found in Section F.
2. Provided completed Proposer Information found in Section F.
3. Submit initialed and/or signed Addenda (if applicable)

Tab 8 – FINANCIAL STATEMENTS:

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

Tab 9 – U.S. COMMUNITIES ADMINISTRATION AGREEMENT, signed unaltered

COST PROPOSAL INSTRUCTIONS:

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

Proposal submission shall consist of three (3) original hardcopies and ten (10) electronic (CD or USB flash drives) copies of the cost proposal. The Proposer must include a notarized statement that the CD or USB flash drive version is a true copy of the printed version.

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

A. PRICING INFORMATION

All instructions for pricing are set forth in Section D.

B. SUBMITTAL

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

Tab 1 – Attachment 1 Pricing.

Tab 2 – Detail any additional pricing incentives or rebates that may be available to Participating Public Agencies.

Tab 3 – Provide pricing for any related products, services and solutions offered.

B.9. ACCEPTANCE PERIOD:

Proposals in response to this RFP shall indicate that they are valid for a period no less than 180 days from the closing date.

B.10. TECHNICAL REQUIREMENTS/STATEMENT OF WORK:

Section C of this RFP contains the proposed Statement of Work and/or Technical Requirements. This document shall form the basis of a Contractual Agreement covering the subject matter of this RFP. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on Proposer's letterhead and accompany proposal. Any exceptions to this documentation will be taken into consideration when evaluating proposals submitted. The City reserves the right to reject any or all of your proposed modifications. The City welcomes cost saving proposals which still satisfy all technical and business objectives.

B.11. RFP CONDITIONS AND PROVISIONS:

This proposal must be signed by a duly authorized official of the proposing company. The completed and signed proposal (together with all required attachments) must be returned to the Department of General Services on or before the time and date of the deadline shown on page two. ***This proposal MUST be returned in a sealed envelope.***

All participating Proposer, by their signature hereunder, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. Any alteration, erasure or interlineation by the Proposer in this proposal shall constitute cause for rejection by the Manager of General Services. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on Proposer's letterhead and accompany proposal. Should the City omit anything from this RFP which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the Proposer shall secure written instructions from the Manager of General Services at least forty-eight (48) hours prior to the time and date shown in page one.

Typographical errors in entering quotations on proposal may result in loss of award of this proposal.

All Proposers are required to complete all information requested in this proposal. Failure to do so may result in the disqualification of proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its judgment it deems it to be in the best interest of the City to do so.

Unit price for each item shall be shown and shall be for the unit of measurement indicated. In case of error in extension of prices, the unit price will govern.

The Manager of General Services reserves the right to waive any technical or formal errors or omissions and to reject any and all proposal(s), or to award contract for the items hereon, either in part or whole, if he deems it to be in the best interests of the City to do so.

The successful Proposer shall be in complete compliance with all of the specifications, terms and conditions of this proposal as outlined above. The City shall have the right to inspect the facilities and equipment of the successful Proposer to insure such compliance.

The City shall not be liable for any costs incurred by Proposer in the preparation of proposals or for any work performed in connection therein.

B.12. GRATUITIES AND KICKBACKS:

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee (within six months of termination from City employment), or for any employee or former employee (within six months of termination from City employment) to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Proposer or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any City and County of Denver employee, the proposal shall be disqualified and shall not be reinstated.

B.13. NON-COLLUSIVE PROPOSER CERTIFICATION:

By the submission of this proposal, the Proposer certifies that:

- A. The proposal has been arrived at by the Proposer independently and has been submitted without collusion with any other Proposer.

- B. The contents of the proposal have not been communicated by the Proposer, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Proposer or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the proposal.
- C. No Proposer shall submit more than one proposal for this purchase. It shall be the responsibility of each Proposer to obtain the prior written permission of the Director of Purchasing before proposal opening in every situation in which the Proposer, due to corporate association or other affiliation, may be found to be impermissibly associated with another Proposer. Failure to observe this requirement could result in all such affiliated proposals being rejected.

B.14. LATE PROPOSALS:

Proposals received in the Purchasing Department after the date and time prescribed shall not be considered for contract award and shall be returned to the Proposer unopened. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other delivery method employed by the Proposer.

B.15. EVALUATION AND AWARDS:

Award(s) will be made to one or more Proposers with the best overall proposal. The evaluation committee members will consist of members of the U.S. Communities Advisory Board (including but not limited to Denver) and other Participating Public Agencies.

The criteria to be used for the proposal evaluation include but are not limited to:

- (a) Technical Evaluation
- (b) Pricing

No weighting or relative importance of criteria is intended or implied by this list.

The City may request oral presentations as part of the evaluation process. Additionally, the City reserves the right to conduct negotiations with one or more Proposers.

Any award as a result of this proposal shall be contingent upon the execution of an appropriate contract. Section E of this proposal contains our proposed terms and conditions. These terms and conditions shall form the basis of a Contract covering the subject matter of this proposal. If there is contention(s) with the Terms and Conditions, a brief explanation and alternative language, if any, should be included in your response to Section E. Any exceptions to the Terms and Conditions will be taken into consideration when evaluating proposals submitted. The City reserves the right to reject any or all of your proposed modifications.

B.16. GREENPRINT DENVER POLICY AND GUIDANCE:

The City & County of Denver, through its Greenprint Denver action plan, is committed to protecting the environment, and the health of the public and its employees. In accordance with

this policy, City agencies are directed to procure cost-competitive products and services that minimize resource consumption and negative impacts on the environment and human health.

In requesting proposals for the City, when specifically required in the evaluation criteria, expects all responsive proposers to demonstrate commitment to and experience in environmental sustainability and public health protection practices applicable to their line of services. The City during its evaluation processes will actively assess the quality and value of all proposals.

Proposers, when applicable, are to follow standards and recommendations of the United States Environmental Protection Agency EPP program, the Green Seal organization, and standards and practices specified by the U.S. Green Building Council, including the Leadership in Energy and Environmental Design (LEED) program.

Environmentally Preferable Purchasing (EPP) Guidance and Prohibitions:

The City defines Environmentally Preferable products and services as having a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. The City's EPP evaluation may extend to raw materials acquisition, energy consumption in manufacturing and transport, packaging, recyclability, waste disposal, and many other factors.

B.17. PROPOSER PERFORMANCE MANAGEMENT:

The Purchasing Department may administer a Proposer performance management program as part this proposal and resulting contract. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to the purchased goods and services.

Propose as part of your response specific performance measures that may be used to develop a Proposer performance management report card. Also provide any other data, criterion or methods that would be effective in measuring Proposer performance over the life of this contract.

B.18. DISCLOSURE OF CONTENTS OF PROPOSALS:

All proposals become a matter of public record and shall be regarded as Public Records, with the exception of those specific elements in each proposal which are designated by the proposer as Business or Trade Secrets and plainly marked "Trade Secrets", "Confidential", "Proprietary", or "Trade Secret". Items so marked shall not be disclosed unless disclosure is otherwise required under the Open Records Act. If such items are requested under the Open Records Act, the City will use reasonable efforts to notify the proposer, and it will be the responsibility of the proposer to seek a court order protecting the records, and to defend, indemnify, and hold harmless the City from any claim or action related to the City's non-disclosure of such information.

B.19. DISADVANTAGED, MINORITY AND WOMEN OWNED BUSINESS PARTICIPATION:

The City and County of Denver is committed to equal employment opportunity and encourages the participation of local, small, disadvantaged and minority and women owned firms in the solicitation process including prime/subcontractor relationships, joint ventures and/or strategic alliance partnerships.

B.20. PROOF OF REGISTRATION WITH THE COLORADO SECRETARY OF STATE:

Successful Proposers that are corporations or limited liability companies will be required to furnish a Certificate of Good Standing from the Colorado Secretary of State's Office, as proof that they are properly registered to do business in the State of Colorado, prior to finalization of award and contracting.

For further information, please visit:

<http://www.sos.state.co.us/pubs/business/businessHome.html>

SECTION C: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

C.1 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

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

- C.1.a. **Active, Passive and/or Hybrid Global Positioning Satellite Tracking:** The complete range of active, passive and/or hybrid global positioning satellite tracking products, services and solutions offered by Supplier.
- C.1.b. **Radio Frequency (RF) Tracking:** The complete range of radio frequency tracking products, services and solutions offered by Supplier.
- C.1.c. **Video and/or Voice Tracking/Verification/Message Reporting:** The complete range of video and/or voice tracking/verification/message reporting products, services and solutions offered by Supplier.
- C.1.d. **Alcohol Monitoring:** The complete range of alcohol monitoring products, services and solutions offered by Supplier.
- C.1.e. **Continuous Alcohol Monitoring:** The complete range of continuous alcohol monitoring products, services and solutions offered by Supplier.
- C.1.f. **Continuous Alcohol Monitoring/Radio Frequency (RF) Tracking:** The complete range of alcohol monitoring/radio frequency (RF) tracking products, services and solutions offered by Supplier.
- C.1.g. **Related Products, Services and Solutions:** Additional related products, services or solutions available from the Supplier, such as but not limited to, day reporting center for adult offenders, field service electronic monitoring program, victim alert device, etc.

C.2 GENERAL SCOPE

The Proposer must provide the required equipment and services for the categories for which it receives award.

The Categories are:

- Active, Passive, and/or Hybrid Global Positioning Satellite Tracking
- Radio Frequency/RF
- Video and/or Voice Tracking/Verification

- Alcohol Monitoring
- Continuous Alcohol Monitoring (Trans-dermal)
- Continuous Alcohol Monitoring (Trans-dermal)/Radio Frequency (RF) Tracking

C.2.a. MONITORING SERVICES PROVIDED BY PROPOSER

1. The Proposer's place of business and monitoring center services facilities used for this program shall be located within the United States of America. The Contractor's primary monitoring center shall be capable of uninterrupted operation 24/7/365. This shall include all systems, hardware and software, communications and building support services such as electrical power.
2. The Proposer's monitoring center shall be monitored twenty four (24) hours a day, seven (7) days a week, including holidays to ensure that any interruption in service is detected and resolved.
3. Each monitoring center shall have ventilation and temperature control adequate to meet hardware specifications for the operating environment and to ensure proper functions of the monitoring center hardware.
4. The Proposer shall perform complete support of all interface hardware and software equipment (within the monitoring center) necessary to ensure provision of the service for the duration of the contract.
5. The Proposer shall maintain professional highly trained and qualified staff to monitor and operate the monitoring center equipment.
6. The Proposer shall provide the City a dedicated toll free contact number, accessible and staffed twenty (24) hours a day, seven (7) days a week for the purpose of reporting problems that might be experienced.
7. In the event any component of the Proposer's service becomes inoperable, the Proposer shall immediately notify the Contract Manager or designee by telephone and email, but no later than thirty (30) minutes after discovery of service failure.
8. The Contractor's monitoring center shall provide an initial response to pre-determined alarm notifications to troubleshoot and resolve the notifications per established protocols as agreed to by both the City and the Contractor. The Contractor's monitoring center shall be responsible for contacting the City's designated officer via text, message, email and/or phone. The means or mode of contact shall be at the City's discretion. These services shall be provided twenty four (24) hours per day, seven (7) days per week.
9. As required by the City's designee, the Contractor shall provide a dedicated toll-free telephone number to be supplied to the City's supervised offenders which shall be utilized to contact the monitoring center for alarm notification resolution.

10. The Contractor shall provide immediate notification via telephone, cellular telephone, text message, and/or email 24 hours a day, seven days a week to designated City staff when an alarm notification is generated. The contractor's monitoring service shall include the capability to administer a phone call by a live staff person in the monitoring center in response to designated priority alarm notifications.
11. The Contractor shall be able to receive a verifiable confirmation via a telephone call from the monitoring center to the designated City staff to confirm that all immediate alarm notifications were received/acknowledged by City staff. The Contractor shall be responsible to maintain a call tree to be utilized when contacting City staff to report alarm notifications pursuant to established protocols.
12. The monitoring center shall have redundant inbound and outbound communication services, provided by distinct carriers and/or methods, such that the failure of the primary service or method shall not adversely affect the secondary (backup) service or method.
13. The Contractor shall have the ability to write files to a server at the Contractor's site and shall allow the City to retrieve the files on a daily basis through a secure File Transfer Protocol (FTP) or other secure transmission method. The files will need to include the following information:
 1. **File 1 – Alarm File**
 - The key file the Contractor uses to distinguish each alarm.
 - The type of alarm as defined by the City.
 - The Identification number of the offender.
 - Date and time of the alarm.
 - Length of the alarm (until resolution).
 2. **File 2 – Comment File**
 - The key field the Contractor uses to distinguish each alarm.
 - Comments relating to the alarm.
 - Date and time of updates to the comments.
 3. **File 3 – Alarm Cleared**
 - The key field that the Contractor uses to distinguish each alarm.
 - Date and time the alarm was cleared.
 4. **File 4 – Points Reviewed**
 - The ID number of the offender.
 - The USERID of the officer reviewing the points
 - Date the points were reviewed.
 - Dates of the points reviewed by the officer.

C.2.b. EQUIPMENT TO BE PROVIDED BY CONTRACTOR

Contractor shall furnish all equipment required to perform services outlined herein and to make the proposed system fully operational, which shall include but not limited to: transmitters, base stations, receivers, tracking devices, recorders, bracelets, telephones and landline cords, batteries, power cords, clips, straps, tools, reference materials, etc.

1. All equipment provided by the Proposer shall remain the property of the Proposer and shall be in good repair, remanufactured and within specifications of new equipment. All equipment supplied must be latest design and model equipment unless specifically requested by the City.
2. For those offenders for whom monitoring is requested who reside in areas that have technical and/or geographical limitations, the Proposer shall provide either alternate technology or installation of a phone line at the residence at no extra charge to the City or the offender. If there is an identified limitation to the equipment functioning in a specific area, Proposer shall provide equipment that will allow the same function at the same price as equipment originally requested.
3. The equipment provided shall be of a technology currently in use by the manufacturer, proposer, or both and must be identified by brand and model number in the Proposer's proposal.
4. The Proposer shall only provide equipment that has been properly registered and certified under the Federal Communication Commission Rules and Regulations, as applicable. The Proposer shall submit the applicable FCC ID numbers for all proposed equipment.
5. The equipment provided shall not be available as an open market item if this could compromise the security of the system.
6. Replacement equipment initially provided by the Proposer shall be new, or if not new, refurbished to perform in a like-new manner and shall be maintained by the Proposer in "like new" condition. Repairs and/or replacements shall be provided within the timeframe specified in this RFP.
7. The Proposer is responsible, at no additional cost to the City except as provided in the RFP and resulting contract, for the maintenance, repair or replacement of all equipment or software provided under the contract. The Proposer is responsible for all costs for shipping, shipping materials and delivering equipment to, from, or between any City offices located within Colorado.
8. In the event that any of the equipment or software provided under the contract fails to function properly, or is lost, stolen or damaged, the Proposer(s), at no additional cost to the City, shall deliver a replacement component or components to the designated City office within 48-72 hours of notification by City. City and its client departments will make all reasonable efforts to deter the theft, loss or damage to the Proposer's equipment. The Proposer shall replace lost, stolen, or damaged equipment.

9. When the City activates equipment that has been in shelf stock, the Proposer shall deliver to the designated district office a replacement component or components within 24 hours of notification by City.
10. The Proposer must provide, at no additional cost to the City, all necessary tools and as many needed per officer or district office to install, adjust, and remove the Proposer-provided equipment. City will notify the Proposer on the number needed.
11. All equipment proposed and provided shall equal or exceed the latest industry standards unless specifically requested by the City. During the life of the contract, and with the prior approval of City, the Proposer shall upgrade equipment as significant improvements become available. These upgrades shall be provided at no extra charge/additional costs to City.
12. At no additional charge, the Proposer shall furnish for each system in operation one (1) spare unit for every five (5) units, with a minimum of one (1) unit for shelf stock, per department. In addition, the Proposer shall furnish one (1) unit for each department for response.
13. The equipment provided shall be Federal Communication's Commission (FCC) currently registered and approved.

C.2.c. PROPOSER REPRESENTATIVE

The Proposer shall provide City a minimum of a single account representative who will serve as a liaison for all aspects of contract performance. All aspects shall include but not be limited to, reporting, equipment inventory, training, contract transition and the install program. The representative shall be familiar with the City's policies, goals and services. The representative shall be knowledgeable in the area of Community Corrections, i.e. parole, probation, etc. The representative shall be proficient in, and have a working knowledge of all functional areas and services. City would prefer a team approach, consisting of an account representative, inventory management representative and a training representative. City shall not provide any office space or storage space.

C.2.d. OFFENDER MONITORING SYSTEM TECHNICAL SPECIFICATIONS

Proposer shall provide with its response illustration(s) and explanations of how the proposed solution meets the specifications/requirements:

1. The offender monitoring system provided shall be Web based with server(s) located at the Proposer's site(s). A Web based application via a Terminal Server connection is not an acceptable solution to City.
2. The Proposer shall create a secure (using Secure Socket Layer SSL) password-protected monitoring database which can be accessed by City at time of contract award. User registration shall be provided online.

3. The system must have the capability of differentiating between groups of offenders (i.e., Pre-Trial, Parole, Probation, Lifetime Sex Offender and other designated groups) and displaying this information to City. City shall provide offender categories after contract award.
4. The system must have the capability of differentiating between priority of EM violations with user adjustable defaults and levels.
5. The system must be capable of recording and storing the offenders name and information related to the nature and type of all events/alerts/violations and alarms generated for the offender, including a date and time stamp of the event. (Archive)
6. The system must have the capability of storing offender alert information in the database (i.e., vicious dog on premises, assault history, weapons history, etc.) and to display a related alert code on the main offender detail screen.
7. The Proposer's web based system shall have the capacity for City Requirements under this contract, with capacity to expand as the needs of the City change. The Proposer's system shall provide unlimited transactions and access to designated City personnel without degradation of performance, speed or quality.
8. Proposers shall configure the server software and hardware so that it will immediately hang up and re-set itself in less than five (5) seconds in response to a false call.
9. The database shall permit **unlimited simultaneous users** without significant degradation of service performance. Agency-designated users shall be able to search and perform sorts by any field, including but not limited to mapping, and to tailor certain monitoring parameters for each offender as necessary.
10. The system shall allow use of a numeric offender identification number designated by the City. This unique identification number shall be used to identify each offender within the Proposer's system. In addition, the software shall require, at a minimum, the following mandatory fields for initial offender enrollment:
 - Name
 - City Identification number
 - Physical address
 - Serial number of equipment
 - Time zone
 - Assigned officer
 - Multiple phone numbers
 - Offender photograph
 - Supervision level
 - Special alerts (such as safety concerns, etc.)
11. The fields in the database shall be columns and the column headings and types of data to be entered can be, but are not limited to, the following:

- Agency/Department
- Division
- District
- County
- Case type
- Number of monitoring system units and types
- Date of installation/activation/deactivation
- Cost per unit
- Total monthly charges
- Invoice number and date
- Billing/Account number

12. The database shall be able to produce reports as required by the City.
13. The database shall be kept current with updates made each time a service is added, terminated, or changed. Once the database is established, invoices will not be paid unless the service is listed in the database.
14. The Proposer's system shall allow authorized City staff to make service additions, deletions, and changes online. The Proposer shall keep the database current, making updates no later than the end of the next business day following any service addition/deletion/change by City.
15. No record in the database shall be deleted earlier than (a) the date that is three (3) years following final payment from the City under the contract; or (b) the date specified by law, whichever is later. The system shall provide that all data be recorded with a historical transaction record and stored/archived for retrieval/backup in a database. City personnel shall be able to access all stored/archived data in a reasonable time. All current and historical data files shall be retained for a period of **seven (7) years** by the Proposer. Data shall be in a non-proprietary format.
16. The Proposer shall maintain an error rate for call failure not to exceed one percent (1%) annually, and upon request by City shall provide data to demonstrate that this requirement is being met.

C.2.e. OFFENDER MONITORING SYSTEM OPERATION

1. The monitoring equipment shall function reliably despite the nearby operation of household electrical equipment or the existence of nearby strong, but not uncommon, electrical fields generated by such sources as power transmission lines, power transformers and commercial radio towers. If a device is worn by the offender, or if a receiver is installed in the offender's home, it shall function reliably in any building and offer a continuous signal and must work with any type of phone line.
2. The removal of strap by a deliberate action, accidental action or any action that otherwise compromises the integrity of the strap shall immediately generate an alarm that is immediately transmitted to the Proposer's Monitoring Center. The strap shall have a dual

tamper capability. The transmitter shall notify the receiver of any tampering.

3. The System shall escalate the violation notifications to designated supervisory personnel as specified by City.
4. Equipment shall initiate the sending and receiving of signals through standard telephone lines across the City and County at no cost to the City or offender. Proposer shall ensure that the system allows communication only with authorized receiver/transmitter devices.

C.2.f. INVENTORY MANAGEMENT

1. The system must have the capability of tracking units and equipment that have been returned to the Proposer due to malfunction, and provide reports concerning problems found.
2. The Proposer's system shall provide a report of accurate inventory of all equipment and accessories charged to the City. The inventory database shall include item name, serial number, offender name (or "shelf stock" if not in use) and total items on inventory. This system shall have the capability to track inventory by Department.
3. The Proposer shall provide a dedicated representative to perform the following:
 - Update the inventory database on initial installation of monitoring equipment.
 - Update the inventory database for shelf stock at the time of initial installation of monitoring equipment
 - Reconcile the initial inventory five (5) business days after each City implementation.
 - All discrepancies shall be resolved by the Proposer within five (5) business days and approved by City.
 - After initial inventory reconciliation, the Proposer shall reconcile the inventory by department on a monthly basis no later than the 7th of each month. City reserves the right to change the number of reconciliations per year and requirement date.
4. Person(s) responsible for providing this service shall have a minimum of five (5) years of experience inventory management.

C.2.g. MAINTENANCE AND SUPPORT

1. The Proposer shall utilize a dedicated support team to provide maintenance and support on a 24 x 7 basis.

2. The Proposer shall provide a toll-free number for maintenance and support.
3. In the event any component of the Proposer's service becomes inoperable, the Proposer shall immediately notify the City Contract Manager or designee by telephone, but no later than thirty minutes after the discovery of the service failure.
4. Proposer's proposal must contain a tier showing response time by severity of problem (identify response by telephone or email.) The Proposer must adhere to the response times contained in its accepted proposal.
5. The Proposer shall fully describe its proposed 24 x 7 maintenance and support for this contract. The Proposer shall clearly identify City's role in all aspects of maintenance and support. The Proposer's proposal shall include, but is not limited to, the following list of items.

C.2.h. CONTRACT TRANSITION

1. Proposer shall provide a dedicated contract transition person who will be responsible for making the transition from the system under the current contract to the new system as defined in the implementation plan. This transition shall include:
 1. Coordination with the existing Proposer on the date and time of the change over to the new system.
 2. Initial data entry or migration of identification and curfew information for all offenders being monitored at the time of the transition.
2. Proposer shall provide resume(s) for the personnel proposed for the contract transition with their proposal.
3. Proposer shall provide a transition plan for all field equipment with their proposal.
4. Proposer is required to demonstrate that their consultant(s) or employee(s) shall have the skills necessary to meet the objectives of this project by listing skills, industry certifications, general educational background, and knowledge set based on prior experience.

C.2.i. PROJECT MANAGEMENT FOR TRANSITION

1. The Proposer shall align their project management approach with the project's inherent complexity so the desired results can be achieved. The Proposer shall provide project management in accordance with its accepted proposal. Project management controls shall be proposed that are consistent with minimizing the project's risks and inefficiencies which would negatively impact the RFP's objectives. Management of scope, time, and risk are critical to effectively achieving the expected outcomes of cost, schedule, deliverables, and quality. Both City and the Proposer shall be responsible for working in a cooperative manner to meet the targeted timelines defined in the implementation plan.

City and the Proposer shall mutually agree upon any changes to the schedule. City reserves the right to conduct any test/inspection it may deem advisable to ensure installation/services, as appropriate, conform to specifications. Any tasks which are the primary responsibility of City shall be clearly defined and identified.

2. City shall approve the selection and/or replacement of the Proposer's Project Manager. The Proposer shall provide their Project Manager's résumé for City to review, including the qualifications of the proposed Project Manager, and explain why this is a good match. The Proposer's proposed Project Manager shall have a minimum five (5) years of experience in a Project Manager role in implementing similar projects. A Project Management Professional (PMP), as defined by the Project Management Institute or equivalent organization, is preferred. City is responsible for assigning the City Project Manager.

C.2.j. LITIGATION – RELATED TESTIMONY

1. If requested as a part of litigation, the Proposer shall be required to provide expert testimony regarding its monitoring equipment and system specifications, as well as the accuracy and reliability of the reports/results. The Proposer shall make available qualified personnel to provide expert testimony as requested or subpoenaed.
2. The Proposer shall ensure that its personnel responds timely and/or appears as stipulated in the request and/or subpoenas.
3. The Proposer shall supply in format and number requested by City a record of offender movements during specified time frames for investigative or judicial purposes. The format shall include, but not be limited to, CD's, screen shots, supporting narrative, etc.
4. All costs for Litigation Related Testimony shall be included in the prices offered.

C.2.k. ADVERTISING/PROMOTIONS

The Proposer shall not issue news releases, advertisements or news articles, or any other information of any kind related to its contract with the City, including but not limited to statistical data, offender information or programs, without prior written approval from the City.

C.2.l. PROVISION OF DATABASE AT CONTRACT END

If requested by the City, upon the expiration date of the Contract resulting from this RFP (or termination by any other method), the Proposer shall provide the most up-to-date copy of the system's database, including all historical data, the data dictionary, file layouts, code tables, code values, data relationships, keys, and indices, etc., in a format to be determined by the Contract Manager. In addition, the Proposer shall provide a read-only licenses for the City's use for a period of seven years. If any data stored is in a proprietary format, Proposer shall provide a means for translating it to a standard in the public domain.

C.3 ACTIVE, PASSIVE AND/OR HYBRID GLOBAL POSITIONING SATELLITE TRACKING (GPS) CATEGORY

C.3.a. REQUIREMENTS FOR ONE-PIECE GPS TRACKING SYSTEM

1. Device must be waterproof up to 15 feet, durable, shock-resistant, washable and must comply with FCC regulations.
2. The unit must have tamper detection utilizing electronic and/or fiber optic mechanisms. Once the unit detects a strap tamper violation, it must send a unique tamper signal to the central host system to alert staff of a violation.
3. Device straps should be replaceable in the field, and require minimal training for City staff.
4. The unit must include motion detection.
5. City staff shall be able to communicate with the offender through a minimum of one way communication. The contractor's software must provide City staff the ability to send messages on command.
6. The unit must provide a feature for the offender to acknowledge the one way communication.
7. The unit must be configurable to collect location data in Active, Hybrid, and Passive modes without making any adjustments to the unit hardware.
8. The unit must be capable of being attached to the offender so that efforts to tamper with or remove the transmitter are obvious to visual inspection.
9. The transmitter must emit a signal at a frequency which is not commercially interruptible at least once every 30 seconds.
10. The unit must have batteries which are easily charged by offender or must plug into standard residential power sources. Charging system must be lightweight and accommodate 110V power supplies. Charging system must include indication whether the GPS tracking unit is charging or has a full charge. Charging system shall allow for a secure connection to the bracelet without undue risk to the offender.
11. The unit must not unduly restrict the offender's day to day activities.
12. At a minimum, the unit must detect, record, and alert City staff for the following events: low battery, battery charging, lost GPS coverage, zone violation, curfew violation, communication loss, equipment tamper and no motion.
13. Transmitter straps must be adjustable to fit any size offender. Straps of multiple sizes are encouraged.

C.3.b. REQUIREMENTS FOR TWO-PIECE GPS TRACKING SYSTEM

1. The unit must have batteries which are easily charged by offender or must plug into standard residential power sources. Charging system must be lightweight and accommodate 110V power supplies. Charging system must include indication whether the GPS tracking unit is charging or has a full charge.
2. The offender must be able to remove the GPS tracking unit while at home. During these times, the unit must maintain continual monitoring of the offender, verifying the offender's proximity (150 feet maximum) to the tracking unit.
3. The transmitter device must be shock resistant, water and moisture proof, and function reliably under normal atmosphere and human environment conditions. Device must also conform to all FCC regulations.
4. The transmitter's signal range must be no greater than 300 feet under normal household conditions with a typical range of 75-150 feet.
5. The unit should have the ability to switch from GPS tracking to Radio Frequency (RF) monitoring if the offender is in a known location. The use of additional equipment such as a base station is permitted to accomplish this.
6. The transmitter must emit a signal at a frequency above 900 MHz at least once every 30 seconds.
7. The transmitter signal content must identify the offender, the transmitter battery status, and tamper/removal status.
8. The GPS tracking unit must report proximity violations (tracking unit not receiving transmitter signal) to the department.
9. The transmitter must recognize the unauthorized severing of the strap.
10. The transmitter must have dual tamper detection utilizing electronic and fiber optic tamper mechanisms.
11. Once the transmitter detects a strap tamper violation it must send a unique tamper signal to the monitoring unit.
12. The transmitter signal must be encrypted to discourage duplication.
13. The transmitter must be capable of being attached to the offender so that efforts to tamper with or remove the transmitter are obvious to visual inspection.
14. Transmitter straps must be adjustable to fit any size offender. Straps of multiple sizes are

encouraged.

15. The transmitter must be shock resistant and function reliably under normal atmospheric and environmental conditions; it must not pose a safety hazard or unduly restrict the activities of the offender.
16. The transmitter must have adequate internal power without need for recharging by the offender.
17. The transmitter must emit a low power signal 3-5 days prior to battery depletion, to indicate that the transmitter should be replaced.
18. The contractor must provide replacement transmitters.
19. Transmitters must be easily replaced in the field.

C.3.c. ACCESSORIES

All accessories, including replacement batteries, straps, waist packs, carrying bags, clips, and other related supplies necessary for proper operation shall be provided by the Proposer at no additional cost to the City, throughout the term of the contract. Install and deactivation tools/equipment shall be provided to the City at no additional cost throughout the term of the contract.

C.4 RADIO FREQUENCY/RF CATEGORY

C.4.a. TRANSMITTER

The Proposer shall propose a transmitter, which shall be comfortably worn on the ankle or wrist of the participant and shall meet the following requirements:

1. The device must be small, lightweight and not pose a health hazard nor unduly restrict the activities of the participant; and of a size to be worn under normal slacks.
2. The device must be capable of being securely attached to the participant's ankle or wrist and report any and all efforts to tamper with or remove the device.
3. Transmitter straps must be adjustable to fit any size offender. Straps of multiple sizes are encouraged.
4. The device must be shock resistant, water and moisture proof, and function reliably under normal atmosphere and human environment conditions. Device must also conform to all FCC regulations.
5. The device shall contain a radio transmitter whose coded radio signal shall be unique to the individual to whom it is attached so as to enable positive confirmation of the

presence/absence of the participant within an adjustable range of 0 to a minimum of 100 feet of the receiver.

6. The transmitter shall emit a coded radio signal at least once every minute on a continuous basis during the operating life of the battery.
7. The transmitter shall be battery powered and designed for a minimum continuous operating battery life of a minimum of six months.
8. The contractor shall provide written instructions and all necessary equipment for a trained person to initialize, reset and remove the participant's transmitter as needed.

C.4.b. RECEIVER

The Proposer shall propose a receiver to be located in the participant's home (conforming to FCC standards and regulations), which shall continuously monitor the participant's transmitter and meets the following requirements:

1. The receiver shall be powered by 110-volt A.C. power with internal auto-recharging battery capable of supplying back up power for a period of 12-24 hours. The electrical wire connecting to A.C. power shall be UL approved, and of sufficient length to adequately connect to the household AC power.
2. The receiver shall be capable of full communications to the Proposer's central computer system by connection to the participant's telephone company wall outlet using a standard RJ-11-C modular telephone connector.
3. The participant's receiver shall accept and process radio signals only from the unique signal of that same participant's transmitter.
4. The receiver shall detect attempts to simulate or duplicate the participant's transmitter radio signal by a foreign device and immediately report detection of such an occurrence to the central computer.
5. The receiver shall contain an internal clock and sufficient memory to continue and store with a time stamp of all events and activities per day that may occur for at least the next 5 days, in the event the communications link with the Proposer's central computer system is disrupted. The receiver shall be capable of operating without AC power for a minimum 12-24 hours and events can be stored for up to a minimum of 10 days.
6. The receiver shall detect, and store with time stamp the following events, at a minimum, and promptly communicate them to the central computer:
 - Arrival of transmitter within the range of the receiver;

- Departure of transmitter out of range of the receiver after a preset programmable time interval;
 - Tampering and/or removal of the transmitter from the participant;
 - An attempt to simulate or duplicate the radio signal by a device other than participant's own transmitter;;
 - Loss and/or restoration of the home's commercial power;
 - Loss and/or restoration of the communication service (the disconnection event may be sent as soon as the communications service is restored);
 - Low battery condition of transmitter and/or receiver;
 - Tampering of receiver.
7. The receiver shall be capable of seizing a telephone line when not in use. It shall not seize a line in use, but instead shall deliver a courtesy signal as a yield warning to any person using the line. It shall then seize the line after the person hangs up.
 8. The receiver shall not pose a health or safety hazard to the participant or other family members and shall function reliably under normal household environmental and atmospheric conditions.
 9. Electrical surge protectors shall be built-in or provided for connecting power and communication lines.
 10. The receiver shall be capable of being installed and made operational by an officer following the written instructions provided by the contractor.

C.4.c. **MONITORING SERVICES**

The Proposer shall provide a central monitoring service center. The monitoring service center shall have the capability of conducting surveillance activities on an around-the-clock basis, without interruption. The surveillance activities shall minimally include the following: continuously monitoring the presence or absence of a program participant detecting early leaves or late returns; detecting attempts to tamper or actual tampering with the home monitoring equipment; attempts to duplicate the RF transmission of the home monitoring units; disruption of AC power; receiver shut downs; continuous busy signals; attempts to use recorded speech; spurious RF transmission; no telephone answer; and low receiver and/or transmission battery function. The monitoring service must be capable of monitoring multiple curfews scheduled at the same time. In this regard, the curfew monitoring function shall have unlimited flexibility for the establishing of curfew scheduled and monitoring same.

The Proposer's monitoring service center shall be responsible for receiving program participant enrollment information from the City. The contractor shall be responsible for enrolling program participants and for changing curfew schedules based upon notification by the City via e-mail or fax (as determined by City) using the contractor's toll-free telephone number to the central monitoring service center or via remote terminal through dedicated line or internet access. The Proposer shall be responsible for removing program participants from the monitoring system upon a notification from City. The date of removal and removal reason will be established by the City. The Proposer shall utilize enrollment and client status change forms developed in conjunction with City.

The monitoring service center shall respond to all reports of monitoring violations by telephoning (as determined by City) the program participant. The purpose of this telephone call is to determine the nature of the reported event and to confirm that the program participant is at his or her approved residence. The Proposer must explain the procedure to be used to confirm the participant's presence, or lack thereof, in these situations.

C.4.d. CENTRAL COMPUTER MONITORING SYSTEM

The Proposer's central monitoring service center must include a central computer system, compatible software and all the needed equipment that is capable of complete supervision of the electronic monitoring program with complete redundancy as defined below. This includes receiving and initiating communications to/from the participant's home and to communicate with both the participant and his home monitoring equipment. The system redundancy shall meet the following requirements:

1. The central computer system with all associated equipment and services shall be located in a secure, environmentally controlled access facility and provide 24 hour, seven day per week monitoring.
2. The central computer system shall have the ability to perform monitoring with an unlimited number of different curfew periods per day and on a customized schedule for each participant.
3. The central computer system shall be capable of retaining personal information for each participant. The Proposer shall also provide a means to enter, modify or delete any of this information by the system operators as requested by designated City officials or staff.
4. The computer system shall be able to process changes, report printing and other functions without disrupting the monitoring process. It shall have an interconnect capability for all equipment for remote printing to the City central communications unit as required.
5. The contractor shall provide an uninterruptable power supply (UPS) for an instantaneous backup power source to prevent the loss of information and data in event of short-term commercial power losses.

6. The contractor shall provide for an automatic backup of data on magnetic media for any commercial power loss. This backup procedure shall also be performed at least on a daily basis to prevent data loss due to a system failure and be retained for at least one (1) year.
7. The contractor shall provide a complete identical backup computer system redundancy in the event of a system malfunction, which cannot be corrected within a reasonable period of time. Specify complete addresses of both primary and redundant systems.
8. The contractor shall have the ability to provide access to the central computer system by remote PC computer terminals. Access by City shall be made by the Proposer's toll free telephone lines and/or optional alternate communications service.
9. The contractor shall provide a redundancy for its telephone carrier and be capable of immediately switching to an alternate in the event that the primary service is interrupted.

C.4.e. CENTRAL COMPUTER MONITORING SYSTEM SOFTWARE

The central computer at the contractor's central monitoring service center must include a compatible software program with the capability to report on the entire electronic monitoring program. The software program shall be user friendly.

The electronic monitoring software shall be accessible via remote terminal at the City through dedicated line or internet access.

C.4.f. ACCESSORIES

All accessories, including replacement batteries, straps, waist packs, carrying bags, clips and other related supplies necessary for proper operation shall be provided by the Proposer at no additional cost to the City, throughout the term of the contract. Install and deactivation tools/equipment shall be provided to the City at no additional cost throughout the term of the contract.

C.4.g. MAINTENANCE AND REPAIR

The contractor shall maintain the equipment and spares in good condition and arrange for the repair or replacement of the equipment within 2 business days.

C.4.h. REPORTING

The monitoring service center shall provide the designated personnel with daily reports about all monitored activities. This report, summarizing all participants' adherence to established curfews, will be faxed or accessible via remote terminal at the designated City Area Offices through dedicated line or internet access (as determined by City) by 4 am every day.

The monitoring service center shall provide City with daily reports of cases added and removed during the preceding business day. These reports will be faxed or accessible via remote terminal at the City through dedicated line or through internet access (as determined by City) by 4 am every day.

The monitoring service center shall have an alert device and arrangement to notify the City of offender's unauthorized absences/late arrivals plus equipment malfunctions and other appropriate functions, within 30 minutes from the initial occurrence, via fax or remote terminal through dedicated line or internet access (as determined by City), to the City.

Alerts for tampers, zone violations or curfew violations shall be transmitted to the designated staff by alphanumeric pager, fax machine, text message, email, phone, or remote terminal through dedicated line or internet access (as determined by City). The method of notification will be determined by the City for each participant, caseload, or agency. Participants shall also be notified of alerts, at the discretion of the designated staff.

In response to reports of monitoring violations by program participants, the contractor must prepare a written assessment based upon information received through the contractor's confirmation procedure and provide it immediately to the City via fax or remote terminal through dedicated line or internet access (as determined by City).

The contractor's management information system shall be capable of generating standard reports. The contractor may be required to provide custom reports and statistical analysis. Standard reports include number of clients, number of incidents (equipment reports, violations, equipment malfunctions, etc.), client histories, curfew schedule, and assigned City staff. Examples of custom reports that may be required are number of days a client is monitored, etc. Proposer's must include examples of all reports that they are capable of generating as part of their proposed package. City must be notified 24-hours in advance of any anticipated interruption in service.

C.5 VOICE TRACKING AND VOICE VERIFICATION AND MESSAGE REPORTING SYSTEM CATEGORY

C.5.a. REQUIREMENTS

1. The system shall work by comparing an offender's voice during a verification call to a "voiceprint," or digitized representation of the offender's voice obtained during enrollment.
2. The system shall allow total voice enrollment, including voiceprint, in less than five minutes.
3. The system must have the ability to identify the offender's presence at prescribed locations.
4. City staff must be able to listen to recordings of voice verification calls over the Internet.

5. The system must have the ability to place outbound calls and receive inbound calls.
6. Call schedules and alert notification options must be customizable on a case-by-case basis.
7. The system must have the ability to individually set the number of acceptable failures before an alert is generated.
8. The system must have such hardware and software security features as necessary to be tamper resistant.
9. If the system requires City to manage outbound calling schedules, it must allow access only by authorized personnel with remote access via the Internet and/or via toll-free dial-in.
10. If the system makes outbound calls to offender locations, the system must be able to set the range of minutes between retry calls (after busy signal or no answer) and the maximum number of attempts to verify within a verification call.
11. The system must be able to allow City staff to view and print summary and analytical reports as needed to alert supervising Officers and/or City staff.
12. The system must be able to record and print the name of the offender and the date and time of the violation.
13. The system must demonstrate a high degree of accuracy. The method of validation and percentage of accuracy must be explained and quantified.

C.5.b. MESSAGE/DAY REPORTING SYSTEM

The Proposer's system shall meet the following requirements:

1. Shall have call in for questions/responses.
2. Shall have call in format flexibility to include multiple question format based on City needs.
3. Shall have the ability to call in from predetermined/designated locations.
4. Shall have the ability to notify City personnel of any change or violation through email, pager or text messaging.
5. Shall allow instant audible voice verification replay sessions via the internet.

C.6 VIDEO AND/OR VOICE BREATH ALCOHOL MONITORING

C.6.a. REQUIREMENTS

The Proposer's system shall meet the following requirements:

1. Shall identify the offender's presence at certain prescribed locations.
2. Shall work by comparing an offender's voice to a voiceprint, or digitized representation of the offender's voice.
3. Shall allow instant audible voice verification replay sessions via internet.
4. Shall allow placement of outbound calls and/or receiving of inbound calls.
5. Shall have call schedules and alert notification options that are variable by offender case.
6. Shall individually set the number of acceptable failures before an alert is generated.
7. Shall allow alert notifications through email, text messaging or pager.
8. Shall have such hardware and software security features as necessary to be tamper resistant.
9. Shall allow online access to offender compliance history.
10. Shall individually set the range of minutes between retry calls after busy signal or a no answer and the maximum number of attempts to verify within a verification call.
11. Shall allow a probation officer or other designee to view and print summary reports as needed.
12. Shall allow recording and printing the name of offenders and date and time of violation.
13. Shall demonstrate high degree of accuracy. Method of validation and percentage of accuracy must be explained and quantified as part of the technical proposal.
14. The unit must be directly connected to the offender's home phone line, or through an optional Cellular Receiver, to report events and alerts to the contractor's central monitoring computer.
15. The unit must measure Breath Alcohol Content (BrAC) by using a detection technology.
16. The unit must measure BrAC by collecting deep lung samples.
17. As the concentration of alcohol in a deep lung sample is directly proportionate to alcohol concentration in the blood, the unit must be capable of measuring Blood Alcohol Content (BAC) from 0.010 at a minimum.
18. The unit must have a battery operated backup.

19. The battery must power the unit for a minimum of 12 hours and retain an ability to continue prescheduled tests.
20. The unit must be easily installed by City staff.
21. The unit must use a secure process that prevents enrollment except by authorized individuals.
22. The unit must connect to the telephone network with a standard RJ11-C jack. A telephone cord and modular plug must be provided with the unit at no additional cost to the City.
23. External power and phone cords for the unit must be field replaceable.
24. The unit will be capable of storing messages in a nonvolatile memory in the event of phone loss.
25. The unit will be able to continue to administer breath tests in the absence of phone service.
26. The unit will not require offenders to push buttons, or otherwise interact with the unit, in order for the testing process to begin or results of the test to be reported.
27. The contractor's central monitoring computer system will be capable of determining whether the offender took the test and then generate alerts based on the test results.
28. The unit must measure the presence of alcohol only. The Device must not respond to natural gas or acetone.
29. The unit will be compatible with the contractor's Radio Frequency monitoring solution. The unit will also have the capability to be used as a stand-alone solution.
30. The unit will use verification to correctly identify the offender.
31. The unit will allow tests to be administered in a variety of methods:
 - a. Random, computer generated as specified by the City. Allowing for an unlimited number of test periods and tests.
 - b. At City designated locations or in the offender's home by authorized City staff. After the test, within 30 seconds the BrAC level should be displayed on the City operated hand held device.
 - c. "On-demand" by the City.

32. The unit will utilize mechanisms that detect attempts by the offender to defeat the unit by supplying a breath sample other than their own. The “erroneous” sample might be from a mechanical apparatus or accomplice.
33. The unit will have tamper technology that is accurate and non-intrusive.
34. The unit will include tamper detection features including phone, case, and power alerts to ensure accuracy of the data generated by the unit.
35. The unit will utilize proximity sensors to detect when the unit is removed from the face of the offender.
36. The contractor must have monitoring software that is accessible through the internet and must provide a description of its capabilities.

C.7 CONTINUOUS ALCOHOL MONITORING

C.7.a. TRANSDERMAL

1. The System shall provide 24-hour monitoring of alcohol concentration through the skin.
2. The unit shall be attached to the detainee’s ankle using secure straps and alarms that detect any attempt to tamper with the device.
3. The transmitter must automatically measure and record the offender’s transdermal alcohol level on a regular basis, regardless of the offender’s location.
4. The transmitter must take an alcohol sample a minimum of once every 30 minutes or as determined by City.
5. The transmitter must comply with FCC regulations and be highly durable, shock-resistant, and water resistant to allow for activities such as bathing.
6. When a low-battery event occurs, the system must generate a low-battery alert that gives City staff five days to replace the battery before it becomes exhausted.
7. The transmitter straps and battery must be replaceable in the field, and require minimal training for City staff.
8. The transmitter must be able to distinguish between ingested alcohol and environmental alcohol.
9. The transmitter should have multiple tamper detection technologies such as water submersion, skin conductivity, temperature, proximity to the leg, infrared debris buildup

detection, motion detection and strap tamper detection.

10. At a minimum, the transmitter must detect, record, and alert City staff for the following: low battery, unit must be returned for recalibration, alcohol event, equipment tamper, no motion and curfew violation (if paired with an optional receiver).
11. The transmitter must be able to pair to a receiver to report monitoring data to the contractor's central monitoring computer system.
12. The transmitter must emit a signal to the receiver at least once every 30 seconds continually, during the operating life of the transmitter's battery.
13. RF signals from the transmitter to the receiver should have a range of up to 150 feet.
14. RF signals from the transmitter to the receiver should be on a noncommercial frequency.
15. Proposer shall allow the unit to be paired with Radio Frequency (RF) as determined needed by the City. The RF service should be available in land line and cell variants.

C.8 STANDARDIZED REPORTS

The Proposer's system shall provide standardized reports for all functional areas covered by the Proposer's contract. In addition, report parameters are subject to change by City during contract performance, and other reports may be required as requested by City.

Please provide a list and description of all of the standard reports.

C.9 SUBMITTALS/QUESTIONS:

C.9.a. GENERAL

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

- Active, Passive and/or Hybrid Global Positioning Satellite Tracking (GPS)

Category).

- Radio Frequency/RF
 - Video and/or Voice Tracking/Verification
 - Alcohol Monitoring
 - Continuous Alcohol Monitoring
4. Provide Proposer's specifications and capabilities for the following, including transmitter and home unit specifications, as applicable:
- One-Piece GPS Tracking System
 - Two-Piece GPS Tracking System
 - Active GPS Portable Tracking
 - Passive GPS Tracking
 - Radio Frequency Tracking
 - Voice Tracking and Voice Verification and Message Reporting System
 - Video and/or Voice Breath Alcohol Monitoring
 - Continuous Alcohol Monitoring
5. Architecture. The Proposer shall describe how their architecture aligns with the principles and best practices. The City encourages Web-based solutions that are designed using either a 3/N-tier or Service-Oriented Architecture (SOA) approach. Proposer shall identify any elements of their design that appropriately would not meet these constraints and explain why this is so.
6. The Proposer shall provide a diagram (or diagrams) with corresponding narrative that describes how their proposed technical solution is:
- Adaptable
 - Available
 - Extensible
 - Interoperable
 - Manageable
 - Redundant
 - Resilient
 - Scalable
 - Securable
7. Describe any additional features offered by your company for Participant Monitoring System Operation which are not specified in Section C.2.e.
8. Please describe your company's security protocol, including but not limited to, the following:
- General security
 - Data protection assurance

- Drug and alcohol policies for Monitoring Center
- Facility access
- User access authentication and authorization
- System software controls
- Logging and reporting
- Records retention
- Audit trail

9. Describe Proposer's proposed 24 x 7 maintenance and support for this contract. Please identify the City's role in all aspects of maintenance and support.

10. Provide a Statement of Work (SOW) for project management deliverables for potential transition. Include a narrative description of the work required to achieve the City's requirements as described in this RFP. Narrative should include, but not be limited to, the following:

- Overview:** project background, purpose/objectives, anticipated benefits, software or technology products proposed, business processes impacted, and customers/end users impacted.
- Detailed Scope:** requirements, deliverables included in scope, deliverables not included in scope, etc.
- Schedule:** all milestones and major project deliverables and the planned completion date for each item.
- Risk Watch List:** identify, analyze/evaluate, monitor and respond to the project risks as appropriate.
- Organization Chart:** include defined roles and staffing plan.
- Implementation Strategy and Implementation/Rollout Plan:** explain Proposer's strategies for implementation/rollout.

11. Discuss the Proposer's degree of accuracy and how it validates Voice Tracking and Voice Verification. Include it accuracy percentage.

12. Describe the acceptable operating environment and any limitations imposed on the system due to external electrical or radio fields.

C.9.b. **TECHNOLOGY/EQUIPMENT**

General

1. Describe and provide any product and service warranties which are not already specified in Section C of this RFP.
2. Describe your policy for testing and re-certifying equipment.
3. Provide instructions on how participants clean equipment and how the City should clean and sanitize equipment between participants.
4. Please provide a list and description of all of the standard reports available to the City and Participating Public Agencies. Additionally, what are Proposer's capabilities to provide customized reports?
5. What is your strategy for refreshing technology at no additional cost as technology improves?
6. Describe the various access levels in your computer system? Do you offer read only access?
7. Describe the battery replacement procedures for the technologies offered.
8. Describe the motion detection system used in the bracelets. (C.3.a)
9. List charging time frames for all technologies offered.
10. Describe any equipment you can offer for field workers to verify the location of Participants.
11. Please provide a list of cell providers used for the various equipment in Denver.
12. Discuss any ability for crime correlation in the software system you offer?
13. Discuss how your proposed solution utilizes mobile (iPad/Tablet) device access? If so, please describe the application and the security utilized.
14. Detail your proposed solutions ability to accommodate Trunk Lines?
15. Discuss your solutions' ability to cover multiple RF transmitters in group situations, such as, jails, motels, treatment facilities, shelters, dorms, etc.? Does this unit have a cell capability? Please detail this capability and include any limitations or benefits that have been identified using the cell phone option.
16. Does the system offer the ability to set and dispatch reminder calls? If so, please describe the types of calls offered and the entry requirements. Detail how this proposed solution has been used successfully.
17. Does the online system proposed offer the ability to track payment information and case

files on an individual participant basis?

18. Does the online system provide for payment processing services such as credit card processing? Is it PCI compliant? Please discuss the process and the security incorporated in it? Also the City may just want the ability to use the system as a payment tracking system – discuss this usability and the benefits/liabilities involved in it.
19. Please describe the Lease/Rental/Ownership relationships proposed in the service plans being offered. Detail the benefits/liabilities of each plan for the consideration of the City and other Participating Public Agencies.
20. Describe any mapping functions available on Proposer's proposed equipment solution. How accurate or detailed is this function? Also detail how this function may be incorporated in the reporting being proposed.

C.9.c. ALCOHOL MONITORING

1. Describe in detail the proposed monitoring software as it relates to the capabilities for Breath Alcohol Monitoring.
2. Describe the process for validating an alcohol event.
3. Describe the process for determining a tamper with the equipment.
4. Describe the BAC range offered in the alcohol monitoring equipment (C.3.a.17). Detail how this range may be enhanced or any barriers that may affect this equipment's operation. Include in that description how this is reported to the end user.
5. What is the standard trans-dermal testing interval that is optimal for the proposed equipment? How does that change when alcohol is detected? Discuss the warnings that are generated and reports that may also be generated.
6. Are the receivers for the trans-dermal alcohol monitoring available in phone line and cell varieties? Please detail the availability of the receivers and how they function with either or both options listed.

C.9.d. GPS

1. In addition to the GPS System Specifications listed in paragraph C.2.c., describe your solution to this requirement and any additional components your product offers as they relate to the GPS requirement.
2. Describe the communication options your solution offers as related in section C.3.a 5.

Of this RFP.

3. Describe the process for notification for participants of exclusion zones both known and unknown (C.3.a.15). Detail any levels of notification being offered, their benefits and when they would be set-off.
4. Does the GPS equipment have the ability to switch to Radio Frequency mode in known locations, i.e. residence/place of employment? Please discuss this ability and how it may be used.
5. Describe the GPS service plans offered in detail and how they meet the requirements of this RFP.
6. Discuss how your solution uses batteries, identifying the types of batteries used and when a transmitter battery is low and sends a notification, how long before the battery dies?
7. Explain the parameters that are used in setting up GPS exclusion/inclusion zones. Shapes, sizes, etc.
8. Are there different levels in sounds volumes available on the GPS units? If so, how are those levels set? May these levels be affected remotely, if so how?
9. In the event of GPS blocking, how does the system generate an alert? What parameters are viewed by your solution as being "GPS blocking?"
10. What types of GPS solutions are available in your equipment? Does your proposed solution have any training available for the end user to use? How is this training accessed? Are there any restrictions regarding this training? Is there any training available for the participant to use that discusses the barriers? Is this training available in Spanish or other languages?
11. Does your solution offer a secondary bracelet/device that may be used by a victim? Please detail this option and how it may be used?

C.9.e. RADIO FREQUENCY (RF)

1. Describe the phone technologies/companies that the RF units are compatible with. Include detailing phone technologies/companies that the RF units are not compatible?
2. What is the receiver battery life in C.4.b.1? Discuss the batteries used and how they are changed.
3. When a transmitter battery is low and sends a notification, how long before the battery dies?

4. Detail how events are stored on the RF receiver unit while it is operating on battery power? (C.4.b.5) Discuss what is affected by a low battery power.

C.9.f. PROGRAM/POLICY

1. Proposer's training program:
 - Describe Proposer's training program that is included as a part of proposal pricing;
 - Describe any additional training available along with proposed costs.
2. Describe your solution's quality assurance program and any performance assurances it includes. Discuss any certifications (i.e. ISO 9001:2008) that you may hold.
3. Describe your solution's problem escalation process as it relates to the requested product lines of this RFP. Detail the role of the City in this process and the successful proposer.
4. How are the City's complaints measured and categorized? What processes are in place to know that a problem has been resolved?
5. Describe your company's investment in technology and service programs for the present and the future and how Participating Public Agencies may benefit.
6. Describe the capacity of your company to keep the product and service offerings current and ensure that latest products, services, standards and technology for (Participant Monitoring Products, Services and Solutions) as well as any cost savings ideas you may have as they relate to these services and products.
7. Describe how Proposer's pricing structure may be created and the factors that are taken under consideration for such a structure.
8. Describe how a participant's pricing structure could be developed. This pricing structure is to be for the City to consider as it creates the structure for its participants?
9. How do you handle multiple accounts/agencies from the same entity? For example these services may be used by the courts, the police department or human services. Each of these departments is responsible for their budget so the invoice needs to reference that specific entity while going to a centralized AP. What happens when the wrong account is credited for a specific payment?

SECTION D: PRICING

D.1 PRICING INFORMATION:

All pricing information shall be included in your Cost Proposal. The Cost Proposal should address all requirements set forth in Section C as well as any other items pertinent to your proposal pricing such as additional discounts for increased quantities, prompt payment, etc. The requirements have been developed to allow the City to uniformly evaluate prices submitted for the work. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein.

Any omissions in this proposal shall be identified by each Proposer and incorporated into its proposal including any omissions for software, hardware, support etc. which is necessary to the success of the project and must be identified as a separate line item with pricing and included as part of this proposal. The City will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. The City reserves the right to purchase part or the entire proposal.

D.2 CHANGES:

The City will not consider change orders or amendments unless it is deemed a change in the original scope of the project. All items not itemized in the Cost Proposal which are instrumental to completing the project will be at the cost of the Proposer to supply at no additional charge to the City.

D.3 PRICING INSTRUCTIONS:

All prices quoted shall be firm and fixed, all inclusive of labor, materials, transportation, general and administrative overhead, training, maintenance and profit. Pricing shall be in the format contained in the RFP. Alternative approaches for the pricing of the requested products and services may be provided; however, such alternate approaches shall be described separately and must be in addition to the format below. Do not include cost or price figures anywhere except in the Cost Proposal.

Enter prices according to Attachment 1 and submit as part of your Cost Proposal.

ATTACHMENT 1 COST PROPOSAL

All prices offered in the cost proposal shall be a firm, fixed price, all inclusive of labor, materials, transportation, general and administrative overhead, training, maintenance and profit.

All pricing shall be in usage day format, in the following order for Pricing Items 1, 2, and 3 below:

- a. **Active, Passive and/or Hybrid Global Positioning Satellite Tracking:** The complete range of active, passive and/or hybrid global positioning satellite tracking products, services and solutions offered by Supplier. Include all service reporting levels offered.
- b. **Radio Frequency (RF) Tracking:** The complete range of radio frequency tracking products, services and solutions offered by Supplier.
- c. **Video and/or Voice Tracking/Verification/Message Reporting:** The complete range of video and/or voice tracking/verification/message reporting products, services and solutions offered by Supplier.
- d. **Alcohol Monitoring:** The complete range of alcohol monitoring products, services and solutions offered by Supplier.
- e. **Continuous Alcohol Monitoring:** The complete range of continuous alcohol monitoring products, services and solutions offered by Supplier.
- f. **Continuous Alcohol Monitoring/Radio Frequency (RF) Tracking:** The complete range of alcohol monitoring/radio frequency (RF) tracking products, services and solutions offered by Supplier.
- g. **Related Products, Services and Solutions:** Additional related products, services or solutions available from the Supplier, such as but not limited to, day reporting center for adult offenders, field service electronic monitoring program, victim alert device, etc.

1. INSERT ALL PRICING STRUCTURES AND SERVICE LEVELS OFFERED FOR CONSIDERATION.

This pricing structure is to assume all entry and installation is conducted by City personnel. Include all pricing options and service plans to be considered in the evaluation of the RFP. Pricing should be Usage Day cost for equipment and all incidentals and accessories required to provide service for that piece of equipment.

2. COST PROPOSAL FOR ALL THE ABOVE CATEGORIES INCLUDING MONITORING AND INSTALLATION/DEACTIVATION

This pricing structure is to assume all entry and installation is conducted by Vendor personnel. Include all pricing options and service plans to be considered in the evaluation of the RFP. Pricing should be Usage Day cost for equipment and all incidentals and accessories required to provide service for that piece of equipment.

3. TIERED NATIONAL PRICING

Proposer is to propose pricing using volume your applicable (quantity) thresholds for all items in 1 and 2 above. Denver pricing shall correspond with the discount structure proposed nationally. **Failure to have pricing correspond may be cause for rejection of your offer.**

SECTION E: SAMPLE CONTRACT

This section shall include your response to our proposed terms and conditions included in this Section E and shall form the basis for the preparation of a Contractual Agreement covering the subject matter of this RFP.

You shall respond in your proposal either that all terms and conditions are acceptable or that some are acceptable and some are not. Underline or highlight those words, phrases, sentences, paragraphs, etc. that are not satisfactory and note any exceptions by referencing the appropriate article number, a brief explanation and alternative language, if any, and submit same on a separate typewritten sheet. Any exceptions will be taken into consideration when evaluating your proposal. City reserves the right to accept, negotiate or reject any exceptions.

ADDITIONALLY, THE FOLLOWING TERMS AND CONDITIONS ARE RECOMMENDED TO BE ADDED TO THE FINAL AWARDED CONTRACT.

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into, effective as of the date set forth on the City’s signature page (**“Effective Date”**), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and _____, a _____, with a principal place of business as _____ (“Contractor”) and collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the City desires the Contractor to perform offender monitoring services for various City agencies; and

WHEREAS, the Contractor has the present capacity and is experienced and qualified to provide such services.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the Parties agree as follows:

1. WORK TO BE PERFORMED:

A. Services: The Contractor shall diligently and professionally, under the general direction of the _____ (“City Representative”), perform

offender monitoring and related services, all as more particularly described in **Exhibit A**, the **Scope of Work** (“Work”), incorporated herein by this reference and made a part of this Agreement as if set forth in full herein. The order of preference shall be that the terms of this Agreement shall control and take precedence over **Exhibit A** and **Exhibit B** (schedule and rates), as hereinafter defined. **Exhibit A** shall control and take precedence over **Exhibit B**. The Contractor shall faithfully perform the work required under this Agreement in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement. Any professional services specified under this Agreement which requires the employment of licensed or registered personnel shall be performed by licensed or registered personnel.

B. Oversight: The Contractor shall conduct the work under the general direction of and in coordination with the City Representative, or other designated City officials and make every reasonable effort to fully coordinate all services with any City agency or any person or firm under contract with the City doing work which affects the Contractor’s work. All records, data, specifications and documentation prepared by the Contractor under this Agreement, when delivered to and accepted by the City Representative, shall become the property of the City. The Contractor agrees to allow the City to review any of the procedures used by it in doing the work under this Agreement and to make available for inspection all notes and other documents used in performing the work.

C. Conflict of Interest: The Contractor shall provide the services under this Agreement with the highest ethical standards. In the event that the Contractor determines to provide similar services to other parties not previously disclosed to the City, the Contractor shall first notify the City Representative of the proposed undertaking. In the event that the proposed undertaking creates a conflict of interest or a potential for conflict of interest, as may be determined in the sole discretion of the City Representative, the City may terminate this Agreement immediately. The Contractor shall notify the City Representative immediately upon becoming aware of any circumstances that create a conflict of interest or potential for conflict of interest. In the event that during the term of this agreement, circumstances arise to create a conflict of

interest or a potential for conflict of interest, the City may terminate this Agreement immediately.

2. TERM: The term of the Agreement is from _____ until _____, or until the Maximum Contract Amount specified in sub-section 3.A. below is expended and all of the Services specified in **Exhibit A** has been satisfactorily performed, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate amendment to this Agreement ("**Term**"). Subject to the City Representative's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the City Representative. The City may elect, in its sole and absolute discretion, to extend the Term for up to two (2) additional one (1) year periods. Any extension of the Term shall be in writing and shall be executed in the same manner as this Agreement.

3. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor for the performance of the work set out in **Exhibit A** shall in no event exceed the sum of **XXXXXXX (\$00,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement.

B. Payments: Monthly payments shall be made to the Contractor in accordance with the progress of the work as set out in **Exhibit A** and the schedule and rates specified on **Exhibit B**, attached hereto and incorporated herein by this reference. Monthly invoices submitted by the Contractor to the City Representative must fully document services rendered and hours spent providing the specified services, and any other authorized and actually incurred expenses, and must be approved by the City Representative in writing in order to be eligible for compensation under this Agreement. All invoicing and payments are subject to the City's Prompt Payment Ordinance, §§ 20-107 through 20-118, D.R.M.C.

C. Subject to Appropriation; No Multiple Year Obligation: It is understood and agreed that any payment obligation of the City hereunder, whether

direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

D. Amendment: The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement for any further phase of work by the Contractor other than the work described in **Exhibit A**, and that any further phase of work performed by Contractor beyond that specifically described or without an amendment to this Agreement is performed at Contractor's risk and without authorization under this Agreement.

4. TERMINATION:

A. Termination for Convenience of the City: The City Representative, upon giving twenty (20) calendar days written notice (unless a longer period is given), may terminate this Agreement, in whole or part, when it is in the best interest of the City as determined by the City Representative. Any unfinished portion of the work shall be faithfully and timely performed by the Contractor to the extent directed by the City Representative (in the City Representative's discretion), and compensation for all such authorized Work performed shall be paid to the Contractor in accordance with this Agreement.

B. Termination for Cause: The City and the Contractor shall each have the right to terminate this Agreement, with cause, upon written notice to the other party. A termination shall be deemed "with cause" when it is based on a material breach of the covenants or a substantial default under this Agreement which has not been corrected or resolved to the satisfaction of the non-breaching or non-defaulting party within a reasonable time specified by the non-breaching or non-defaulting party in a written notice to the breaching or defaulting party. In addition, the City shall have the right to terminate this Agreement immediately for cause if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of

bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with the Contractor's business. Nothing herein shall be construed as giving the Contractor the right to continue performing work under this Agreement beyond the time when the City Representative notifies the Contractor that the Contractor's work has become unsatisfactory to the City Representative and the City Representative is terminating the Agreement, except to the extent that the City Representative specifies certain work to be completed prior to terminating this Agreement.

B. Compensation: If this Agreement is terminated by the City for cause, the Contractor shall be compensated for all work satisfactorily completed and delivered to the City, and such compensation shall be limited to: (1) the sum of the amounts contained in invoices already submitted and approved by the City Representative and (2) the cost of any work which the City Representative authorizes in writing which the City Representative determines is needed to accomplish an orderly termination of the work. If this Agreement is terminated by the City without cause or by the Contractor with cause, the Contractor shall also be compensated for any reasonable costs the Contractor has actually incurred in performing authorized work hereunder prior to the date on which all work is terminated. Upon termination of this Agreement by the City, the Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

C. Product Delivery: If this Agreement is terminated for any reason, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Contractor is using by whatever method the City deems expedient. The Contractor shall deliver to the City all drafts or other documents the Contractor has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City. These documents and materials shall be the property of the City. Copies of work product incomplete at the time of termination shall be marked "DRAFT-INCOMPLETE".

5. RIGHTS AND REMEDIES NOT WAIVED: In no event shall any action or inaction, including any payments to the Contractor, by the Contractor constitute or be

construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor, and the City's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

6. INDEPENDENT CONTRACTOR: It is understood and agreed that the status of the Contractor shall be that of an independent contractor and an entity or person retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1.E.x. of the Charter of the City. It is not intended, nor shall it be construed, that the Contractor or the Contractor's employees, agents, or subcontractors are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever. The Contractor is responsible for the operational management, errors and omissions of the Contractor's employees, agents, and subcontractors. Without limiting the foregoing, the Contractor understands and acknowledges that the Contractor and the Contractor's employees, agents and subcontractors: a) are not entitled to workers' compensation benefits through the City; b) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City; and c) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

7. INSURANCE:

A. General Conditions: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best

Company as "A-VIII" or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies is canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. Proof of Insurance: The Contractor shall provide a copy of this Agreement to its insurance agent or broker. The Contractor may not commence services or work relating to the Agreement prior to placement of coverage. The Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. Additional Insureds: For Commercial General Liability, Professional Liability and Business Auto Liability, the Contractor and subcontractor's insurer(s) shall

name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For Commercial General Liability, Business Automobile Liability, and Workers Compensation; the Contractor's insurer shall waive subrogation rights against the City.

E. Subcontractors: All subcontractors (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. The Contractor shall include all such subcontractors and as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and maintain the required coverages. The Contractor agrees to provide proof of insurance for all such subcontractors upon request by the City.

F. Workers' Compensation/Employer's Liability Insurance: The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. The Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date the Contractor executes this Agreement.

G. Commercial General Liability: The Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each claim made, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

H. Business Automobile Liability: The Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable

to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. Technology Errors & Omissions including Cyber Liability:

Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$250,000 per occurrence and \$250,000 policy aggregate.

J. Additional Provisions:

(1) For Commercial General Liability the policy must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (iii) A severability of interests, separation of insureds or cross liability provision; and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(3) The Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At the Contractor's own expense, where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor shall procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

8. DEFENSE & INDEMNIFICATION:

A. The Contractor hereby agrees to defend, indemnify, and hold harmless the City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity

shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its sub-Contractors or subcontractors either passive or active, irrespective of fault, including the City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

B. The Contractor's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether an action has been filed in court on the Claim. The Contractor's duty to defend and indemnify the City shall arise even if the City is the only party sued and/or it is alleged that the City's negligence or willful misconduct was the sole cause of the alleged damages.

C. The Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City shall be in addition to any other legal remedies available to City and shall not be considered the City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

9. COLORADO GOVERNMENTAL IMMUNITY ACT: The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S.

10. PERMITS, LICENSES, TAXES, CHARGES AND PENALTIES: The Contractor agrees to pay promptly all taxes, excises, license fees, and permit fees of whatever nature applicable to its operations or activities under this Agreement, and to take out and keep current all required licenses or permits (federal, state, or local)

required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. The Contractor further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations and the performance of this Agreement and not to permit the same to become delinquent. The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts which the City may be required to pay under § 20-107 to § 20-115, D.R.M.C. The City is a tax exempt entity.

11. EXAMINATION OF RECORDS: The Contractor agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Contractor, involving transactions related to this Agreement.

12. ASSIGNMENT & SUBCONTRACT: Unless otherwise expressly provided in this Agreement, the Contractor covenants and agrees that the Contractor will not assign, transfer or subcontract the Contractor's rights and obligations hereunder without first obtaining the written consent of the City Representative. Any assignment or subcontract approved by the City Representative may require new or extended insurance being provided by the Contractor or the Contractor's assignee or subcontractor, as specified in the City Representative's written consent. Any attempt by the Contractor to assign, transfer or subcontract the Contractor's rights and obligations hereunder without such prior written consent of the City Representative may, at the option of said City Representative, terminate this Agreement and all rights of the Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of said City Representative.

A. Approved Subcontract. With prior written consent of the City Representative, the Contractor may subcontract portions of the Work. The Contractor is prohibited from hiring any subcontractor currently debarred by the City under section 20-77 of the Denver Revised Municipal Code. A subcontract does not create, and shall not be interpreted as creating, any contractual relationship or privity of contract between the City and any subcontractor. The acceptance or rejection of a proposed subcontractor shall not

create in that subcontractor a right to any subcontract nor shall said acceptance or rejection relieve the Contractor of its responsibilities for the Work of any subcontractor. The Contractor shall be responsible for any acts or omissions of its subcontractors, suppliers and personnel. In addition, all Work performed for the Contractor by a subcontractor or supplier shall be pursuant to an agreement between the Contractor and the subcontractor or supplier which shall contain provisions that:

1. Require the subcontractor or supplier to be bound to the Contractor by the terms of this Agreement;
2. Require all subcontracted Work to be performed in accordance with the requirements of the Agreement, and, that with respect to the Work the subcontractor or supplier performs, that the subcontractor or supplier assume toward the Contractor all the obligations and responsibilities which the Contractor assumes toward the City;
3. Preserve and protect the rights of the City with respect to the Work to be performed so that the subcontracting thereof will not prejudice those rights;
4. Require each of its subcontractors or suppliers to include in their contracts with lower tier subcontractors or suppliers these same requirements; and
5. Require each subcontractor or supplier to make copies of this Agreement available to the subcontractor's or supplier's subcontractors or suppliers. The Contractor shall make available to each proposed subcontractor or supplier, prior to the execution of the subcontract, copies of this Agreement.

B. Performance and Payment Bond. If the Contractor subcontracts any of the Work, the Contractor, at the sole discretion of the City, may be required to issue one or more performance or payment bonds in favor of the City

13. NO THIRD PARTY BENEFICIARY: The Parties understand and expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. It is the express intention of the Parties that any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

14. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be executed by the City, as required by Charter and ordinance.

15. INTEGRATION & AMENDMENTS: This Agreement, including the exhibits and attachments hereto (each of which is specifically incorporated herein), is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification hereto shall have any force or effect, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other modification shall have any force of effect unless embodied in a written amendment to this Agreement properly executed by the Parties. Any oral representation by any officer or employee of the City at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall not have any force or effect nor bind the City.

16. SEVERABILITY: The Parties agree that if any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, the validity of the remaining portions or provisions shall not be affected, if the intent of the Parties can be fulfilled.

17. CONFLICT OF INTEREST:

A. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Contractor shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

B. The Contractor shall not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Contractor represents that the Contractor has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own

interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The legislative agenda, priorities, actions, and needs of the City shall take precedence over any other obligations (contractual or otherwise, direct or indirect) of the Contractor. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after the City has given the Contractor written notice which describes the conflict.

18. NOTICES: Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance, including changes to the persons to be notified or their addresses, shall be made:

By Contractor to: _____

All notices shall be in writing and provided by either personal delivery, certified mail, return receipt requested, or overnight courier. All notices are effective upon personal delivery or upon placing in the United States mail or with the courier service.

19. DISPUTES: All disputes of whatsoever nature between the City and the Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code (“D.R.M.C.”), § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the City Representative.

20. GOVERNING LAW; COMPLIANCE WITH LAW; VENUE:

A. Governing Law: This Agreement shall be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference.

B. Compliance with Law: The Contractor shall perform or cause to be performed all services and Work under this Agreement in full compliance with all applicable laws, ordinances, codes, rules, regulations and executive orders of the United States of America, the State of Colorado, and the City and County of Denver.

C. Venue: Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

21. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of Work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

22. SMALL BUSINESS ENTERPRISES: The Contractor shall make a good faith effort to utilize qualified and available Small Business Enterprises (SBE) to the extent required by § 28-205, *et seq.*, D.R.M.C.

23. PREVAILING WAGES: Employees of the Contractor or the Contractor's subcontractors are subject to the payment of prevailing wages pursuant to § 20-76, D.R.M.C., depending upon the nature of their work. By executing this Agreement, the Contractor covenants and affirms that the Contractor is familiar with the prevailing wages provisions and is prepared to pay or cause to be paid prevailing wages required by the scope of work of the Contractor or the Contractor's subcontractors. A copy of the City's latest update to Prevailing Wage Schedules is attached hereto and incorporated herein as **Exhibit D**.

24. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 concerning the use, possession or sale of alcohol or drugs. Violation of this provision or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

25. PROPRIETARY OR CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. City Information: The Contractor acknowledges and accepts that, in performance of all Work under the terms of this Agreement, the Contractor may have access to proprietary data or confidential information that may be owned or controlled by the City, and that the disclosure of such proprietary data or confidential information may be damaging to the City or third parties. The Contractor agrees that all proprietary data or confidential information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of the Contractor's obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such proprietary data and confidential information as a reasonably prudent Contractor would to protect the Contractor's own proprietary data or confidential information. Proprietary data and confidential information shall include, but not limited to, any materials or information which is designated or marked "Proprietary" or "Confidential" by the City or its agents, provided to or made available to the Contractor by the City subject to a confidentiality agreement or notice of confidentiality, or used by the City under a licensing agreement or other authorization by the owner of the materials or information. Proprietary data and confidential information may be in hardcopy, printed, digital or electronic format.

(1) **Use of Proprietary Data or Confidential Information:** Except as expressly provided by the terms of this Agreement and subject to written permission of the City Representative, the Contractor agrees that the Contractor shall not disclose, disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the proprietary data or confidential information, or any part thereof, or any repackaged form of the proprietary data or confidential information, or any part thereof, to any other person, party or entity in any form or media for any purpose other than performing the Contractor's obligations under this Agreement. The Contractor further acknowledges that by providing this proprietary data or confidential information, the City is not granting to the Contractor any right or license to use such data or information except as provided in this Agreement.

The Contractor agrees that any ideas, concepts, knowledge, computer programs, or data processing techniques developed by the Contractor or

provided by the City in connection with this Agreement, including any proprietary data or any confidential information, shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The Contractor agrees, with respect to the proprietary data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the City Representative; (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data or information; (3) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or information or work products incorporating such data or information to the City.

(2) **Employees and Subcontractors:** The Contractor shall inform the Contractor's employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose proprietary data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

(3) **Disclaimer:** **Notwithstanding any other provision of this Agreement, the City is furnishing proprietary data and confidential information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the proprietary data or confidential information. The Contractor is hereby advised to verify the Contractor's Work performed in reliance upon the proprietary data or confidential information. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.**

B. Contractor's Information: The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of the Contractor's proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert the Contractor's claims of privilege and against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention to protect and assert the Contractor's claim of privilege against disclosure under this subsection including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

26. INTELLECTUAL PROPERTY RIGHTS: The Parties intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final forms and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such Materials to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor hereby sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity.

27. SOFTWARE PIRACY PROHIBITION: The Contractor shall perform no work under this Agreement that results in or from the acquisition, operation, maintenance, or use of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby covenants and agrees that, for the term of this Agreement and any extensions, the Contractor has in place appropriate systems and controls to prevent such violations of federal law and licensing restrictions. If the City determines that the Contractor is in violation of this provision, the City may exercise any remedy available at law or equity or under this Agreement, including immediate termination of the Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions. The indemnification provision of this Agreement shall be applicable to any such violations by the Contractor.

28. NO EMPLOYMENT OF ILLEGAL ALIENS.

A. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and as amended hereafter (the “Certification Statute”) and the Contractor is liable for any violations as provided in the Certification Statute.

B. The Contractor certifies that:

1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

2) It will participate in either the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., or the employment verification program established by the Colorado Department of Labor and Employment under § 8-17.5-102(5)(c), C.R.S. (the “Department Program”), to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Contractor also agrees and represents that:

1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

2) It shall not enter into a contract with a sub-Contractor or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program or the Department Program.

4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement.

5) If it obtains actual knowledge that a sub-Contractor or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-Contractor or subcontractor and the City within three days. The Contractor will also then terminate such sub-Contractor or subcontractor if within three days after such notice the sub-Contractor or subcontractor does not stop employing or contracting with the illegal alien, unless during such three day period the sub-Contractor or subcontractor provides information to establish that the sub-Contractor or subcontractor has not knowingly employed or contracted with an illegal alien.

6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.

D. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

29. LEGAL AUTHORITY: The Contractor assures and guarantees that the Contractor possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

The person or persons signing and executing this Agreement on behalf of the Contractor, do hereby warrant and guarantee that he/she or they have been fully

authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.

The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person(s) signing the Agreement to enter into this Agreement.

30. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

31. SURVIVAL OF CERTAIN PROVISIONS: The Parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or earlier termination of this Agreement, shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

32. INUREMENT: The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

33. TIME IS OF THE ESSENCE: The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

34. PARAGRAPH HEADINGS: The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

35. CITY EXECUTION OF AGREEMENT: This Agreement shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

36. COUNTERPARTS OF THIS AGREEMENT: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

37. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

(SIGNATURE PAGES TO FOLLOW)

SECTION F: ADDITIONAL REQUIRED INFORMATION

F.1. REFERENCE LISTING:

Proposers shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms, preferably government organizations, for which the Proposer has provided similar scope and size:

Company Name _____

Address _____

Reference _____

Telephone Number _____

Value \$ _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Value \$ _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Value \$ _____

F.2. GREENPRINT DENVER PROPOSER SUSTAINABILITY:

The City encourages Proposers to demonstrate a commitment to and experience in environmental sustainability and public health protection practices applicable to its line of products and/or services being procured in this proposal. See Section A of this proposal for the Greenprint Denver Policy and Guidance. The following are areas that may be addressed.

Explain how your products and/or service supports the City's goal of environmentally preferable purchasing.

- Manufacturing Process
- Product Content
- Transportation
- Packaging
- Performance
- End of Life
- Third Party Certification (Green Seal, Eco Logo, Design for the Environment, etc.)
- Other

F.3. PROPOSER INFORMATION:

Information	Proposer									
	Business Name _____	Tax ID # (TIN or SSN) _____								
	Business Address _____	Telephone Number _____								
	City, State Zip _____	Fax Number _____								
	Order Address (If different from above) _____	Email _____								
	City, State, Zip _____	Ordering Email (If different from above) _____								
	Remittance Name _____	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">Proposer Entity Type (check one)</div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;"><input type="checkbox"/> Individual</td> <td style="width: 50%; padding: 2px;"><input type="checkbox"/> LLP/LLC</td> </tr> <tr> <td style="padding: 2px;"><input type="checkbox"/> Partnership</td> <td style="padding: 2px;"><input type="checkbox"/> Sole Proprietor</td> </tr> <tr> <td style="padding: 2px;"><input type="checkbox"/> Corporation</td> <td style="padding: 2px;"><input type="checkbox"/> Government</td> </tr> <tr> <td style="padding: 2px;"><input type="checkbox"/> Exempt/Non-Profit</td> <td style="padding: 2px;"><input type="checkbox"/> Employee</td> </tr> </table>	<input type="checkbox"/> Individual	<input type="checkbox"/> LLP/LLC	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Corporation	<input type="checkbox"/> Government	<input type="checkbox"/> Exempt/Non-Profit	<input type="checkbox"/> Employee
	<input type="checkbox"/> Individual		<input type="checkbox"/> LLP/LLC							
	<input type="checkbox"/> Partnership		<input type="checkbox"/> Sole Proprietor							
	<input type="checkbox"/> Corporation		<input type="checkbox"/> Government							
<input type="checkbox"/> Exempt/Non-Profit	<input type="checkbox"/> Employee									
Remittance Address _____										
City, State, Zip _____										
Dun & Bradstreet Number _____										
SIC Code and/or NAICS Code _____										
Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Yes <input type="checkbox"/> No Type (check all that apply) <input type="checkbox"/> DBE Disadvantage Business Enterprise <input type="checkbox"/> MBE Minority Business Enterprise <input type="checkbox"/> WBE Women Business Enterprise <input type="checkbox"/> SBE Small Business Enterprise <input type="checkbox"/> SBEC Small Business Enterprise Concessions <input type="checkbox"/> ACDBE Airport Concession Disadvantage Business Enterprise <input type="checkbox"/> Other: _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 5px;">Certification Source</td> <td style="padding: 5px;"> </td> </tr> <tr> <td style="padding: 5px;">Certification Number</td> <td style="padding: 5px;"> </td> </tr> <tr> <td style="padding: 5px;">Certification Beginning Date</td> <td style="padding: 5px;"> </td> </tr> <tr> <td style="padding: 5px;">Certification Expiration Date</td> <td style="padding: 5px;"> </td> </tr> </table>	Certification Source		Certification Number		Certification Beginning Date		Certification Expiration Date		
Certification Source										
Certification Number										
Certification Beginning Date										
Certification Expiration Date										

SECTION G: U.S. COMMUNITIES INFORMATION

G.1 SUPPLIER QUALIFICATIONS

COMMITMENTS

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

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

(a) **Corporate Commitment.**

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

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

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

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

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

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

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms

and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

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

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

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

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

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

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

(iv) **Supplier's Options in Responding to a Third Party Procurement Solicitation.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S.

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

G.2 U.S. COMMUNITIES ADMINISTRATION AGREEMENT

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto as Section G6) 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.

G.3 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)

G.4 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	Two Weeks

sales –with NAM & PM	
Top 10 metro areas - Coordinate with NAM & PM	Four Weeks
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	

G.5 SUPPLIER INFORMATION

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

G.5.a. Company

1. Provide the 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. Provide the number and location of support/service centers which service the United States.
3. Provide your Company's 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			

4. Submit your current Federal Identification Number and latest Dun & Bradstreet report.

5. Provide a list with contact information of your company's ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided. Provide a list with contact information of five public agency customers that your company has lost in the last twelve months.
6. Identify all other companies that will be involved in the Offender Monitoring Services provided to the end user.
7. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution/service organizations that are small or MWBE businesses as defined by the Small Business Administration.

G.5.b. Marketing

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

G.5.c. Administration

1. Describe your company's capacity to employ EDI, telephone, electronic, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
2. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. 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 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 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.

G.5.d. 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.

G.5.e. Environmental

1. Provide a brief description of any company environmental initiatives, including your company's environmental strategy, your investment in being an environmentally preferable service leader, and any resources dedicated to your environmental strategy.
2. Describe your company's process for defining sustainable processes.
3. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

G.5.f. 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.

G.6 ADMINISTRATION AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

ARTICLE II

TERM OF AGREEMENT

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

ARTICLE III

REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities' Representations and Covenants.

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

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

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

(a) **Corporate Commitment.**

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

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

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

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

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

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

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

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

(b) **Pricing Commitment.**

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

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

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

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

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

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

(iv) **Supplier's Options in Responding to a Third Party Procurement Solicitation.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

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

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

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

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

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

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

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

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

standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

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

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

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

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

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

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

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

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

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S.

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

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

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

ARTICLE IV

PRICING AUDITS

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

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, “Administrative Fees”). Supplier’s annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency’s costs incurred in connection with managing the Master Agreement nationally.

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

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

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

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

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

Report Name	Follow up with U.S. Communities
5 Qtr Drop Sales Analysis	Financial & Reporting Manager
Zero States Sales Report	Program Manager

Registered Agency Without Sales Report	Program Manager
----------------------------------------	-----------------

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

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

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

ARTICLE VI

MISCELLANEOUS

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

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

6.3 Assignment.

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

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

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

U.S. Communities: U.S. Communities
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 from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

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

[Remainder of Page Intentionally Left Blank – Signatures Follow]

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

By _____

Name: _____

Title: _____

ATTACHMENT A

MASTER AGREEMENT

(Lead Public Agency Master Agreement/Contract to be attached at time of award.)

ATTACHMENT B
SALES REPORT FORMAT

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

G.7 MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

G.8 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	Hilo
Account Type: HI Counties, Cities, Colleges	Holualoa
Hawaii County	Honaunau
Honolulu County	Honokaa
Kauai County	Honolulu
Maui County	Honomu
Kalawao County	Hoolehua
Aiea	Kaaawa
Anahola	Kahuku
Barbers Point N A S	Kahului
Camp H M Smith	Kailua
Captain Cook	Kailua Kona
Eleele	Kalaheo
Ewa Beach	Kalaupapa
Fort Shafter	Kamuela
Haiku	Kaneohe
Hakalau	Kapaa
Haleiwa	Kapaau
Hana	Kapolei
Hanalei	Kaumakani
Hanamaulu	Kaunakakai
Hanapepe	Kawela Bay
Hauula	Keaau
Hawaii National Park	Kealakekua
Hawaiian Ocean View	Kealia
Hawi	Keauhou
Hickam AFB	Kekaha
	Kihei
	Kilauea

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

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
ALOHOLIC 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
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 AOAO

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
TANGIPAHOA PARISH SCHOOL SYSTEM
NEWELLTON ELEMENTARY SCHOOL
UNION PARISH SCHOOL BOARD
VERMILION PARISH SCHOOL BOARD

VERNON PARISH SCHOOL BOARD
WEST BATON ROUGE PARISH SCHOOL BOARD
WEST CARROLL PARISH SCHOOL BOARD
WINN PARISH SCHOOL BOARD
MONROE CITY SCHOOLS
ST JOSEPH THE WORKER
Parkview Baptist
ST. MARIA GORETTI CHURCH
ST MARY'S DOMINICAN HS
ST. AUGUSTINE HIGH SCHOOL
ARCHBISHOP RUMMEL HIGH SCHOOL
CATHOLIC OF POINTE COUPEE SCHOOL
Archbishop Shaw High School
E.D. WHITE CATHOLIC HIGH
CENTRAL PRIVATE SCHOOL
CENTRAL SCHOOL CORP.
EPISCOPAL HIGH SCHOOL OF BATON ROUGE
OAK FOREST ACADEMY
RIVERSIDE ACADEMY
HOLY TRINITY LUTHERAN CHURCH AND
SCHOOL
OPELOUSAS CATHOLIC SCHOOL
ST. JOHN ELEMENTARY/MIDDLE SCHOOL
LIVINGSTON PARISH PUBLIC SCHOOLS
THE DUNHAM SCHOOL
EXCELSIOR CHRISTIAN SCHOOL
STATE DEPARTMENT OF EDUCATION
GRACE LUTHERAN CHURCH AND EARLY
CHILDHOOD CENTER
ST. CLETUS SCHOOL
CLAIBORNE PARISH SCHOOL BOARD
LAFAYETTE PARISH SCHOOL SYSTEM
LORANGER HIGH SCHOOL FOOTBALL
ST. PIUS X SCHOOL
ACADEMY OF THE SACRED HEART
ST. JOAN OF ARC SCHOOL
ST. DOMINIC SCHOOL
WESTMINSTER CHRISTIAN ACADEMY
CATHOLIC HIGH SCHOOL
Monroe Educational Foundation
Parkview Elementary PTO
St. James Parish School Board
Washington Parish School System
St. Martin's Episcopal School
Terrebonne Parish School Board

Sabine Parish School Board
Cedar Creek School
Faith Lutheran High School
Advocacy for the Arts & Technology
LITTLE ANGELS SCHOOL AND DAY CARE
CADDO PARISH MAGNET HIGH SCHOOL
BOSSIER PARISH SCHOOL BOARD
RAPIDES PARISH SCHOOL BOARD
St. Edward School
LaSalle Parish School District
LSMSA
Bogalusa School Board
St. Charles Parish Public Schools
Parkview Baptist School
Ursuline Academy of New Orleans
ReNEW - Reinventing Education
Larose Lower Elementary
Bossier Parish School Board (BPSB)
Bienville Parish School Board
Andrew H. Wilson Charter School
retired now
W.S. Lafargue Elementary

Account Type: County

vermilion county
ST.CHARLES SHERIFFS OFFICE
St Landry Parish Government
Cameron Parish Sheriff Department
Calcasieu Parish Police Jury
St. James Parish Government
calcasieu county
JEFFERSON PARISH DISTRICT ATTORNEY
ASSUMPTION PARISH LIBRARY
ST. BERNARD PARISH ADULT DRUG COURT
WINN PARISH DISTRICT ATTORNEY
GRANT PARISH POLICE JURY
BIENVILLE PARISH POLICE JURY
BOSSIER PARISH ASSESSOR
BOSSIER PARISH CLERK OF CT
BOSSIER SHERIFFS DEPARTMENT
CADDO PARISH TAX ASSESSOR
CALDWELL PARISH CLERK OF COURT
CLAIBORNE PARISH POLICE JURY
DESOTO PARISH POLICE JURY

EAST BATON ROUGE PARISH CLERK OF COURT
EAST FELICIANA PARISH SHERIFF OFFICE
iberia county
JACKSON PARISH POLICE JURY
LINCOLN PARISH LIBRARY
MOREHOUSE PARISH POLICE JURY
CITY OF OPELOUSAS
ouachita county
POINTE COUPEE PARISH POLICE JURY
RAPIDES PARISH POLICE JURY
ST. CHARLES PARISH
ST JOHNS THE BAPTIST PARISH
ST. MARY PARISH GOVERNMENT
UNION PARISH HOMELAND SECURITY
WEBSTER PARISH POLICE JURY
WEST CARROLL PARISH SHERIFFS DEPT.
WEST FELICIANA COMMUNICATIONS DISTRICT
WINN PARISH POLICE JURY
CATAHOULA PARISH POLICE JURY
JEFFERSON PARISH GOVERNMENT
TENSAS PARISH POLICE JURY
ST TAMMANY FIRE DISTRICT 4
IBERVILLE PARISH COUNCIL
OUACHITA MULTI-PURPOSE COMMUNITY
ACTION PROGRAM, INC
SOUTH CENTRAL PLANNING AND
DEVELOPMENT COMMISSION
CALDWELL PARISH HOUSING AUTHORITY
FRANKLIN ECONOMIC DEVELOPMENT
FOUNDATION
RICHLAND PARISH LIBRARY
orleans county
THIRD JUDICIAL DISTRICT COURT
RAPIDES PARISH LIBRARY
Acadia Parish Police jury
BEAUREGARD PARISH POLICE JURY
Fl Parish Juvenile Detention Center
Livingston Parish Council
PARISH OF ASCENSION
Lafourche Parish Government State Of
Louisiana
JUDICIAL EXPENSE FUND
GRANT PARISH POLICE JURY GAS DEPT.
LA SALLE PARISH POLICE JURY
DESOTO PARISH EMS
DESOTO PARISH TAX ASSESSOR

caddo county
RICHLAND PARISH SHERIFF DEPARTMENT
CONCORDIA PARISH POLICE JURY
East Baton Rouge Parish Drug Court Treatment
Center
St. Tammany Parish Assessor
St. John the Baptist Parish Library
Livingston Council On Aging
St. Landry Parish Tourist Commission
PLAQUEMINES PARISH GOVERNMENT
east baton rouge county
acadia county

Account Type: Non-Profit

St. Landry Parish Community Action Agency
Zoar Baptist Church
East Baton Rouge Mortgage Finance Authority
Rebuilding Together New Orleans
st. charles united methodist church
Touro Infirmary
Acadiana CARES
Presbytery of South Louisiana - Project
Homecoming
family service of greater new orleans
The Magnolia School, Inc
Church United for Community Development
Willis Knighton Health Systems
Plaquemines Community C.A.R.E. Center
jerico road episcopal housing initiative
greater mount calvary baptist church
LA ASSOCIATION COMMUNITY ACTION
PARTNERSHIPS
BOOST FOUNDATION, INC.
NEW GENERATIONS CHURCH OF MONROE, INC
SUMMER GROVE BAPTIST ACADEMY
NALC BRANCH 136
GRACE COMMUNITY CHURCH
COMITE BAPTIST CHURCH
GULF COAST HOUSING PARTNERSHIP
COMMITTEE FOR PLAQUEMINES RECOVERY
THE FULLER CENTER FOR HOUSING OF NWLA
DESOTO PARISH LIBRARY
SEEKER SPRINGS MINISTRY CENTER
THE CELL COMMUNITY SCHOOL & RESOURCE
CENTER
ELDERCARE SUPPORT SERVICES

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

AVOYELLES PROGRESS ACTION COMMITTEE,
INC
CENLA COMMUNITY ACTION COMMITTEE, INC.
PCSS
ST. MICHAEL SPECIAL SCHOOL
MACON ECONOMIC OPPORTUNITY
LIVINGSTON PARISH CHAMBER OF COMMERCE
FIRST BAPTIST CHURCH COVINGTON
JEWISH FEDERATION OF GREATER BATON
ROUGE
COOK BAPTIST CHURCH
ST. MARY CAA, INC.
OUR LADY OF PROMPT SUCCOR CHURCH
NEW CHAPEL HILL BAPTIST CHURCH
The Arc Of Iberia
MCIO HEAD START
FRANKLIN MEDICAL CENTER
EASTER SEALS LOUISIANA
VOLUNTEERS OF AMERICA OF GREATER NEW
ORLEANS
ST. ALOYSIUS CATHOLIC SCHOOL
LOUISIANA DISTRICT ATTORNEYS ASSOCIATION
ODYSSEY HOUSE LOUISIANA, INC.
HAVEN NURSING CENTER, INC.
KING OF KINGS EVANGELICAL LUTHERAN
CHURCH
ST. JEAN VIANNEY CHURCH
Southern Financial Exchange
new home ministries
HEBRON BAPTIST CHURCH
ST THOMAS AQUINAS CATHOLIC CHURCH
GREATER OUACHITA WATER COMPANY
MT. VERNON BAPTIST CHURCH
LA ASSEMBLY OF THE CHURCH OF GOD
CENTRAL CITY EOC
ST. MARY PARISH TOURIST COMMISSION
PINE BELT MULTI-PURPOSE COMMUNITY
ACTION AGENCY
UNIVERSITY CHURCH OF CHRIST
CITY OF FAITH PRISON MINISTRIES, INC.
THE SPIRIT OF FREEDOM MINISTRIES
BONITA ROAD BAPTIST CHURCH
EVANGELINE BAPTIST CHURCH
HOPEWELL BAPTIST CHURCH
PENIEL BAPTIST CHURCH
ASSOCIATED PROFESSIONAL EDUCATORS OF

LOUISIANA
PHILADELPHIA BAPTIST CHURCH
HOSANNA LUTHERAN CHURCH
MOUNT CANAAN MISSIONARY BAPTIST
CHURCH
NEW DAUGHTERS OF ZION MISSIONARY
BAPTIST CHURCH IN
MARION BAPTIST CHURCH
VERNON COMMUNITY ACTION COUNCIL, INC.
FIRST CHURCH OF GOD IN OAK GROVE, INC.
Ouachita Baptist Church
OLIVE BRANCH BAPTIST CHURCH
FIRST APOSTOLIC CHURCH
SOLOMON TEMPLE BAPTIST CHURCH
WEST BATON ROUGE CHAMBER OF
COMMERCE
IFA CHURCH
LA ONE CALL
ST. FRANCIS DINER
SWEETWATER BAPTIST CHURCH
THE CHURCH OF THE LIVING GOD
WORKFORCE INVESTMENT BOARD SDA-83
TRAILBLAZER RESOURCE AND CONSERVATION
AREA, INC.
PRESBYTERIAN CHURCH OF RUSTON
ADVOCACY CENTER FOR THE ELDERLY AND
DISABLED, INC.
ST.MARY PARISH LIBRARY
AGAPE LOVE
THE HOUSE OF FAITH HOPE AND CHARITY
THE SALVATION ARMY
EMMANUEL BAPTIST CHURCH
BOY SCOUTS OF AMERICA
FIRST BAPTIST CHURCH
FIRST UNITED METHODIST CHURCH
ST. JOHN THE BAPTIST CATHOLIC CHURCH
FIRST BAPTIST CHURCH
ST PATRICK CHURCH
GRACE EPISCOPAL CHURCH
TRINITY LUTHERAN CHURCH
FIRST BAPTIST CHURCH
EMMANUEL BAPTIST CHURCH
ANTIOCH BAPTIST CHURCH
ST. JOHN THE BAPTIST CATHOLIC CHURCH
TRINITY BAPTIST CHURCH
Baton Rouge Soccer Association

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.	Health Care Centers In Schools
EMMANUEL MISSIONARY BAPTIST CHURCH	First United Methodist Church of Slidell
ELIZABETH BAPTIST CHURCH	HOUSE OF RUTH, INC.
LITTLE UNION BAPTIST CHURCH	Habitat for Humanity St. Tammany West
BARKSDALE UNITED METHODIST CHURCH	Volunteers of America Greater Baton Rouge, Inc.
MORING STAR BAPTIST CHURCH	New Orleans BioInnovation Center
PEACEFUL REST BAPTIST CHURCH	Our Lady of Perpetual Help Catholic Church
UNION SPRINGS MBC	St. Peter Catholic Church
UNITED WAY OF NW LOUISIANA	St. Agnes Catholic Church
WORD OF LIFE MINISTRIES	Goodwill Industries
FROM BONDAGE TO FREEDOM	Capital Area Alliance for Homeless
LANE CHAPEL CME	New Life Missionary Baptist Church
NATIONAL SAFETY COUNCIL	

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
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 ROSEPINE
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
TOWN OF JONESBORO
St John Sheriff Office
city of gretna
City Of Rayne
Homer Memorial Hospital
New Orleans Avaiation 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
TANGIPAOHA 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
Services/Child Welfare/West Jefferson
DHH/OPH Hearing, Speech & Vision
DCFS/ES Orleans Midtown
department of health & hospitals
Southeast Louisiana Hosp
State of Louisiana 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
SOUTHWEST CHARTER SCHOOL
WHITEAKER MONTESSORI SCHOOL
CASCADES ACADEMY OF CENTRAL OREGON
NEAH-KAH-NIE DISTRICT NO.56
INTER MOUNTAIN ESD
STANFIELD SCHOOL DISTRICT
LA GRANDE SCHOOL DISTRICT
CASCADE SCHOOL DISTRICT
DUFUR SCHOOL DISTRICT NO.29
hillsboro school district
GASTON SCHOOL DISTRICT 511J
BEAVERTON SCHOOL DISTRICT
COUNTY OF YAMHILL SCHOOL DISTRICT 29
WILLAMINA SCHOOL DISTRICT
MCMINNVILLE SCHOOL DISTRICT NO.40
Sheridan School District 48J
THE CATLIN GABEL SCHOOL

NORTH WASCO CTY SCHOOL DISTRICT 21 -
CHENOWITH
CENTRAL CATHOLIC HIGH SCHOOL
CANYONVILLE CHRISTIAN ACADEMY
GEN CONF OF SDA CHURCH WESTERN OR
PORTLAND ADVENTIST ACADEMY
OUR LADY OF THE LAKE SCHOOL
NYSSA SCHOOL DISTRICT NO. 26
ARLINGTON SCHOOL DISTRICT NO. 3
LIVINGSTONE ADVENTIST ACADEMY
Santiam Canyon SD 129J
WEST HILLS COMMUNITY CHURCH
BANKS SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR
ESD
HARNEY EDUCATION SERVICE DISTRICT
GREATER ALBANY PUBLIC SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
SOUTHERN OREGON EDUCATION SERVICE
DISTRICT
SILVER FALLS SCHOOL DISTRICT
St Helens School District
DAYTON SCHOOL DISTRICT NO.8
Amity School District 4-J
SCAPPOOSE SCHOOL DISTRICT 1J
REEDSPORT SCHOOL DISTRICT
FOREST GROVE SCHOOL DISTRICT
DAVID DOUGLAS SCHOOL DISTRICT
LOWELL SCHOOL DISTRICT NO.71
TIGARD-TUALATIN SCHOOL DISTRICT
SHERWOOD SCHOOL DISTRICT 88J
RAINIER SCHOOL DISTRICT
NORTH CLACKAMAS SCHOOL DISTRICT
MONROE SCHOOL DISTRICT NO.1J
CHILDPEACE MONTESSORI
HEAD START OF LANE COUNTY
HARNEY COUNTY SCHOOL DIST. NO.3
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
ARCHBISHOP FRANCIS NORBERT BLANCHET
SCHOOL
LEBANON COMMUNITY SCHOOLS NO.9
MT.SCOTT LEARNING CENTERS
SEVEN PEAKS SCHOOL
DE LA SALLE N CATHOLIC HS
MULTISENSORY LEARNING ACADEMY

MITCH CHARTER SCHOOL
REALMS CHARTER SCHOOL
BAKER SCHOOL DISTRICT 5-J
PHILOMATH SCHOOL DISTRICT
CLACKAMAS EDUCATION SERVICE DISTRICT
CANBY SCHOOL DISTRICT
OREGON TRAIL SCHOOL DISTRICT NO.46
WEST LINN WILSONVILLE SCHOOL DISTRICT
MOLALLA RIVER SCHOOL DISTRICT NO.35
ESTACADA SCHOOL DISTRICT NO.108
GLADSTONE SCHOOL DISTRICT
ASTORIA SCHOOL DISTRICT 1C
SEASIDE SCHOOL DISTRICT 10
NORTHWEST REGIONAL EDUCATION SERVICE
DISTRICT
VERNONIA SCHOOL DISTRICT 47J
SOUTH COAST EDUCATION SERVICE DISTRICT
COOS BAY SCHOOL DISTRICT NO.9
COOS BAY SCHOOL DISTRICT
NORTH BEND SCHOOL DISTRICT 13
COQUILLE SCHOOL DISTRICT 8
MYRTLE POINT SCHOOL DISTRICT NO.41
BANDON SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-
C
REDMOND SCHOOL DISTRICT
DESCHUTES COUNTY SD NO.6 - SISTERS SD
DOUGLAS EDUCATION SERVICE DISTRICT
ROSEBURG PUBLIC SCHOOLS
GLIDE SCHOOL DISTRICT NO.12
SOUTH UMPQUA SCHOOL DISTRICT #19
YONCALLA SCHOOL DISTRICT NO.32
ELKTON SCHOOL DISTRICT NO.34
DOUGLAS COUNTY SCHOOL DISTRICT 116
HOOD RIVER COUNTY SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NO.4
CENTRAL POINT SCHOOL DISTRICT NO. 6
JACKSON CO SCHOOL DIST NO.9
ROGUE RIVER SCHOOL DISTRICT NO.35
MEDFORD SCHOOL DISTRICT 549C
CULVER SCHOOL DISTRICT NO.
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
GRANTS PASS SCHOOL DISTRICT 7
LOST RIVER JR/SR HIGH SCHOOL
KLAMATH FALLS CITY SCHOOLS

LANE COUNTY SCHOOL DISTRICT 4J
SPRINGFIELD SCHOOL DISTRICT NO.19
CRESWELL SCHOOL DISTRICT
SOUTH LANE SCHOOL DISTRICT 45J3
LANE COUNTY SCHOOL DISTRICT 69
SIUSLAW SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
LINN CO. SCHOOL DIST. 95C - SCIO SD
ONTARIO MIDDLE SCHOOL
GERVAIS SCHOOL DIST. #1
NORTH SANTIAM SCHOOL DISTRICT 29J
JEFFERSON SCHOOL DISTRICT
SALEM-KEIZER PUBLIC SCHOOLS
MT. ANGEL SCHOOL DISTRICT NO.91
MARION COUNTY SCHOOL DISTRICT 103 -
WASHINGTON ES
MORROW COUNTY SCHOOL DISTRICT
MULTNOMAH EDUCATION SERVICE DISTRICT
GRESHAM-BARLOW SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO. 2
CENTRAL SCHOOL DISTRICT 13J
St. Mary Catholic School
CROSSROADS CHRISTIAN SCHOOL
ST. ANTHONY SCHOOL
HERITAGE CHRISTIAN SCHOOL
BEND-LA PINE SCHOOL DISTRICT
GLENDALE SCHOOL DISTRICT
LINCOLN COUNTY SCHOOL DISTRICT
PORTLAND PUBLIC SCHOOLS
REYNOLDS SCHOOL DISTRICT
CENTENNIAL SCHOOL DISTRICT
NOBEL LEARNING COMMUNITIES
St. Stephen's Academy
Salem-Keizer 24J
McKay High School
Pine Eagle Charter School
Junction City High School
Three Rivers School District
Pedee School
Fern Ridge School District
Ppmc Education Committee
JESUIT HIGH SCHL EXEC OFC
LASALLE HIGH SCHOOL
Southwest Christian School
Stayton Christian School

Willamette Christian School
Westside Christian High School
CS LEWIS ACADEMY
Portland America School
Forest Hills Lutheran School
Sunrise Preschool
Mosier Community School
Koreducators Lep High
Warrenton Hammond School District
Sutherlin School District
Malheur Elementary School District
Ontario School District
Parkrose School District 3
Riverdale School District 51J
Tillamook School District
Trinity Lutheran Church and School
Siletz Valley School
Madeleine School
South Columbia Family School
Corvallis School District 509J
Falls City School District #57
Portland Christian Schools
Yamhill Carlton School District
ABIQUA SCHL
Imbler School District #11
monument school
St. Paul School District
L'Etoiile French Immersion School
Marist Catholic High School
Ukiah School District 80R
North Powder Charter School
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
Umpqua Community Health Center
ALZHEIMERS NETWORK OF OREGON
NATIONAL WILD TURKEY FEDERATION
TILLAMOOK ESTUARIES PARTNERSHIP
LIFEWORCS NW
COLLEGE HOUSING NORTHWEST
PARALYZED VETERANS OF AMERICA
Independent Development Enterprise Alliance
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
HALFWAY HOUSE SERVICES, INC.
REDMOND PROFICIENCY ACADEMY
OHSU FOUNDATION
SHELTERCARE
PRINGLE CREEK SUSTAINABLE LIVING CENTER
PACIFIC INSTITUTES FOR RESEARCH
Mental Health for Children, Inc.
The Dreaming Zebra Foundation
LAUREL HILL CENTER
THE OREGON COMMUNITY FOUNDATION
OCHIN

WE CARE OREGON
SE WORKS
ENTERPRISE FOR EMPLOYMENT AND
EDUCATION
OMNIMEDIX INSTITUTE
PORTLAND BUSINESS ALLIANCE
GATEWAY TO COLLEGE NATIONAL NETWORK
FOUNDATIONS FOR A BETTER OREGON
GOAL ONE COALITION
ATHENA LIBRARY FRIENDS ASSOCIATION
Coastal Family Health Center
CENTER FOR COMMUNITY CHANGE
STAND FOR CHILDREN
ST. VINCENT DEPAUL OF LANE COUNTY
EAST SIDE FOURSQUARE CHURCH
CORVALLIS MOUNTAIN RESCUE UNIT
InventSuccess
SHERIDAN JAPANESE SCHOOL FOUNDATION
MOSAIC CHURCH
HOUSING AUTHORITY OF LINCOLN COUNTY
RENEWABLE NORTHWEST PROJECT
INTERNATIONAL SUSTAINABLE DEVELOPMENT
FOUNDATION
CONSERVATION BIOLOGY INSTITUTE
THE NATIONAL ASSOCIATION OF CREDIT
MANAGEMENT-OREGON, INC.
BLACHLY LANE ELECTRIC COOPERATIVE
MORNING STAR MISSIONARY BAPTIST
CHURCH
NORTHWEST FOOD PROCESSORS
ASSOCIATION
INDEPENDENT INSURANCE AGENTS AND
BROKERS OF OREGON
OREGON EDUCATION ASSOCIATION
HEARING AND SPEECH INSTITUTE INC
SALEM ELECTRIC
MORRISON CHILD AND FAMILY SERVICES
JUNIOR ACHIEVEMENT
CENTRAL BIBLE CHURCH
MID COLUMBIA MEDICAL CENTER-GREAT 'N
SMALL
TRILLIUM FAMILY SERVICES, INC.
YWCA SALEM
PORTLAND ART MUSEUM
SAINT JAMES CATHOLIC CHURCH
SOUTHERN OREGON HUMANE SOCIETY
VOLUNTEERS OF AMERICA OREGON
CENTRAL DOUGLAS COUNTY FAMILY YMCA
METROPOLITAN FAMILY SERVICE
OREGON MUSUEM OF SCIENCE AND INDUSTRY
FIRST UNITARIAN CHURCH
ST. ANTHONY CHURCH
Good Shepherd Medical Center
Salem Academy
ST VINCENT DE PAUL
OUTSIDE IN
UNITED CEREBRAL PALSY OF OR AND SW WA
WILLAMETTE VIEW INC.
PORTLAND HABILITATION CENTER, INC.
OREGON STATE UNIVERSITY ALUMNI
ASSOCIATION
ROSE VILLA, INC.
NORTHWEST LINE JOINT APPRENTICESHIP &
TRAINING COMMITTEE
BOYS AND GIRLS CLUBS OF PORTLAND
METROPOLITAN AREA
Oregon Research Institute
WILLAMETTE LUTHERAN HOMES, INC
LANE MEMORIAL BLOOD BANK
PORTLAND JEWISH ACADEMY
LANECO FEDERAL CREDIT UNION
GRANT PARK CHURCH
ST. MARYS OF MEDFORD, INC.
US CONFERENCE OF MENONNITE BRETHREN
CHURCHES
FAITHFUL SAVIOR MINISTRIES
OREGON CITY CHURCH OF THE NAZARENE
OREGON COAST COMMUNITY ACTION
NORTHWEST REGIONAL EDUCATIONAL
LABORATORY
COMMUNITY ACTION TEAM, INC.
EUGENE SYMPHONY ASSOCIATION, INC.
STAR OF HOPE ACTIVITY CENTER INC.
SPARC ENTERPRISES
SOUTHERN OREGON CHILD AND FAMILY
COUNCIL, INC.
SALEM ALLIANCE CHURCH
Lane Council of Governments
FORD FAMILY FOUNDATION
TRAILS CLUB
NEWBERG FRIENDS CHURCH
WOODBURN AREA CHAMBER OF COMMERCE
CONTEMPORARY CRAFTS MUSEUM AND
GALLERY

CITY BIBLE CHURCH
OREGON LIONS SIGHT & HEARING
FOUNDATION
PORTLAND WOMENS CRISIS LINE
THE SALVATION ARMY - CASCADE DIVISION
WILLAMETTE FAMILY
WHITE BIRD CLINIC
GOODWILL INDUSTRIES OF LANE AND SOUTH
COAST COUNTIES
PLANNED PARENTHOOD OF SOUTHWESTERN
OREGON
HOUSING NORTHWEST
OREGON ENVIRONMENTAL COUNCIL
LOAVES & FISHES CENTERS, INC.
FAITH CENTER
Bob Belloni Ranch, Inc.
GOOD SHEPHERD COMMUNITIES
SACRED HEART CATHOLIC DAUGHTERS
HELP NOW! ADVOCACY CENTER
TENAS ILLAHEE CHILDCARE CENTER
SUNRISE ENTERPRISES
LOOKING GLASS YOUTH AND FAMILY SERVICES
SERENITY LANE
EAST HILL CHURCH
LA GRANDE UNITED METHODIST CHURCH
COAST REHABILITATION SERVICES
Edwards Center Inc
ALVORD-TAYLOR INDEPENDENT LIVING
SERVICES
NEW HOPE COMMUNITY CHURCH
KLAMATH HOUSING AUTHORITY
QUADRIPLIGICS UNITED AGAINST
DEPENDENCY, INC.
SPONSORS, INC.
COLUMBIA COMMUNITY MENTAL HEALTH
ADDICTIONS RECOVERY CENTER, INC
METRO HOME SAFETY REPAIR PROGRAM
OREGON SUPPORTED LIVING PROGRAM
SOUTH COAST HOSPICE, INC.
ALLFOURONE/CRESTVIEW CONFERENCE CTR.
The International School
REBUILDING TOGETHER - PORTLAND INC.
PENDLETON ACADEMIES
PACIFIC FISHERY MANAGEMENT COUNCIL
DOGS FOR THE DEAF, INC.
PUBLIC DEFENDER SERVICES OF LANE COUNTY,
INC.
EMMAUS CHRISTIAN SCHOOL
DELIGHT VALLEY CHURCH OF CHRIST
SAINT CATHERINE OF SIENA CHURCH
PORT CITY DEVELOPMENT CENTER
VIRGINIA GARCIA MEMORIAL HEALTH CENTER
CENTRAL CITY CONCERN
CANBY FOURSQUARE CHURCH
EMERALD PUD
VERMONT HILLS FAMILY LIFE CENTER
BENTON HOSPICE SERVICE
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN
EDUCATION
COMMUNITY CANCER CENTER
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
CASCADIA BEHAVIORAL HEALTHCARE
WILD SALMON CENTER
BROAD BASE PROGRAMS INC.
SUNNYSIDE FOURSQUARE CHURCH
TRAINING EMPLOYMENT CONSORTIUM
RELEVANT LIFE CHURCH
211INFO
SONRISE CHURCH
LIVING WAY FELLOWSHIP
Women's Safety & Resource Center
SEXUAL ASSAULT RESOURCE CENTER
IRCO
NORTHWEST YOUTH CORPS
TILLAMOOK CNTY WOMENS CRISIS CENTER
SECURITY FIRST CHILD DEVELOPMENT CENTER
CLASSROOM LAW PROJECT
YOUTH GUIDANCE ASSOC.
PREGNANCY RESOUCCE CENTERS OF GRETER
PORTLAND
ELMIRA CHURCH OF CHRIST
JASPER MOUNTAIN
ACUMENTRA HEALTH
WORKSYSTEMS INC
COVENANT CHRISTIAN HOOD RIVER
OREGON DONOR PROGRAM
NAMI OREGON
OLIVET BAPTIST CHURCH
SILVERTON AREA COMMUNITY AID
CONFEDERATED TRIBES OF GRAND RONDE
CENTRAL OREGON COMMUNITY ACTION

AGENCY NETWORK
CATHOLIC COMMUNITY SERVICES
NEW AVENUES FOR YOUTH INC
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
DECISION SCIENCE RESEARCH INSTITUTE, INC.
WESTERN STATES CENTER
HIV ALLIANCE, INC
PARTNERSHIPS IN COMMUNITY LIVING, INC.
FANCONI ANEMIA RESEARCH FUND INC.
BLIND ENTERPRISES OF OREGON
OREGON BALLET THEATRE
SMART
All God's Children International
FARMWORKER HOUSING DEV CORP
UMPQUA COMMUNITY DEVELOPMENT CORPORATION
REGIONAL ARTS AND CULTURE COUNCIL
THE EARLY EDUCATION PROGRAM, INC.
MACDONALD CENTER
EVERGREEN AVIATION MUSEUM AND CAP.
MICHAEL KING.
SELF ENHANCEMENT INC.
FRIENDS OF THE CHILDREN
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
COMMUNITY VETERINARY CENTER
PORTLAND SCHOOLS FOUNDATION
SUSTAINABLE NORTHWEST
OREGON DEATH WITH DIGNITY
BIRCH COMMUNITY SERVICES, INC.
BAY AREA FIRST STEP, INC.
OSLC COMMUNITY PROGRAMS
EN AVANT, INC.
ASHLAND COMMUNITY HOSPITAL
NORTHWEST ENERGY EFFICIENCY ALLIANCE
BONNEVILLE ENVIRONMENTAL FOUNDATION
SUMMIT VIEW COVENANT CHURCH
SALMON-SAFE INC.
BETHEL CHURCH OF GOD
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL
SAINT ANDREW NATIVITY SCHOOL
BARLOW YOUTH FOOTBALL
SPOTLIGHT THEATRE OF PLEASANT HILL
FAMILIES FIRST OF GRANT COUNTY, INC.

TOUCHSTONE PARENT ORGANIZATION
CANCER CARE RESOURCES
CASCADIA REGION GREEN BUILDING COUNCIL
SHERMAN DEVELOPMENT LEAGUE, INC.
SCIENCEWORKS
WORD OF LIFE COMMUNITY CHURCH
SOCIAL VENTURE PARTNERS PORTLAND
OREGON PROGRESS FORUM
CENTER FOR RESEARCH TO PRACTICE
WESTERN RIVERS CONSERVANCY
UNITED WAY OF THE COLUMBIA WILLAMETTE
EUGENE BALLET COMPANY
EAST WEST MINISTRIES INTERNATIONAL
SISKIYOU INITIATIVE
EDUCATIONAL POLICY IMPROVEMENT CENTER
North Pacific District of Foursquare Churches
CATHOLIC CHARITIES
FIRST CHURCH OF THE NAZARENE
WESTSIDE BAPTIST CHURCH
Little Promises Children's Program
UNION GOSPEL MISSION
GRACE BAPTIST CHURCH
COMMUNITY ACTION ORGANIZATION
OUTSIDE IN
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
ELAW
COMMUNITY HEALTH CENTER, INC
Greater Portland INC
Boys & Girls Club of Corvallis
Southeast Uplift Neighborhood Coalition
First United Presbyterian Church
PDX Wildlife
Jackson-Josephine 4-C Council
Childsworld Learning Center
New Artists Performing Arts Productions, Inc.
Relief Nursery
Viking Sal Senior Center
Boys and Girls Club of the Rogue Valley
Albany Partnership for Housing and Community Development
Polk Soil and Water Conservation District
Street Ministry
Monet's Children's Circle
Cascade Housing Association

Northwest Habitat Institute
First Baptist Church
The Nature Conservancy, Willamette Valley
Field Office
Portland Community Reinvestment Initiatives,
Inc.
GeerCrest Farm & Historical Society
College United Methodist Church
Salem Evangelical Church
Daystar Education, Inc.
Oregon Social Learning Center
environmental law alliance worldwide
Community in Action
Safe Harbors
Pacific Classical Ballet
Depaul Industries
African American Health Coalition
Ministerio International Casa
Jesus Prayer Book
Workforce Northwest Inc
Coalition Of Community Health
New Paradise Worship Center
River Network
CCI Enterprises Inc
Oregon Nurses Association
GOODWILL INDUSTRIES OF THE COLUMBIA
WILLAMETTE
Mount Angel Abbey
YMCA OF ASHLAND
YMCA OF COLUMBIA-WILLAMETTE
ASSOCIATION SERVICES
Multnomah Law Library
Friends Of Tryon Creek State P
Ontrack Inc.
Calvin Presbyterian Church
HOLT INTL CHILD
St John The Baptist Catholic
Portland Foursquare Church
Portland Christian Center
Church Extension Plan
Occu Afghanistan Relief Effort
EUGENE FAMILY YMCA
Christ The King Parish and School
Congregation Neveh Shalom
Newberg Christian Church
First United Methodist Church
Zion Lutheran Church
Hoodview Christian Church
Southwest Bible Church
Community Works Inc
Masonic Lodge Pearl 66
Molalla Nazarene Church
Transition Projects, Inc
St Michaels Episcopal Church
Saint Johns Catholich Church
Access Inc
Step Forward Activities Inc
Lane Arts Council
Community Learning Center
Old Mill Center for Children and Families
Sunny Oaks Inc
Little Flower Development Center
Hospice Center Bend La Pine
P E C I
Westside Foursquare Church
Relief Nursery Inc
Morning Star Community Church
MULTNOMAH DEFENDERS INC
Providence Health System
Holy Trinity Catholic Church
Holy Redeemer Catholic Church
Alliance Bible Church
Mid Columbia Childrens Council
HUMANE SOCIETY OF REDMOND
Intergral Youth Services
Our Redeemer Lutheran Church
Kbps Public Radio
Skyball Salem Keizer Youth Bas
Open Technology Center
Grace Chapel
CHILDREN'S MUSEUM 2ND
Oregon District 7 Little League
Portland Schools Alliance
My Fathers House
Solid Rock
West Chehalem Friends Church
Eugene Creative Care
Guide Dogs For The Blind
Children Center At Trinity
St. Katherine's Catholic Church

Scottish Rite
THE NEXT DOOR
NATIONAL PSORIASIS FOUNDATION
NEW BEGINNINGS CHRISTIAN CENTER
HIGHLAND UNITED CHURCH OF CHRIST
OREGON REPERTORY SINGERS
HIGHLAND HAVEN
FAIR SHARE RESEARCH AND EDUCATION FUND
First Baptist Church of Enterprise
Oregon Nikkei Endowment
Eastern Oregon Alcoholism Foundation
Grantmakers for Education
The ALS Association Oregon and SW
Washington Chapter
Children's Relief Nursery
Energy Trust of Oregon
Oregon Psychoanalytic Center
Store to Door
Depaul Industries
Union County Economic Development Corp.
Camelto Theatre Company
Camp Fire Columbia
TAKE III OUTREACH
Sandy Seventh-day Adventist Church
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
Unviersity of Oregon
OREGON UNIVERSITY SYSTEM
WESTERN STATES CHIROPRACTIC COLLEGE
GEORGE FOX UNIVERSITY
LEWIS AND CLARK COLLEGE
PACIFIC UNIVERSITY
REED COLLEGE
WILLAMETTE UNIVERSITY
LINFIELD COLLEGE
MULTNOMAH BIBLE COLLEGE
NORTHWEST CHRISTIAN COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
BLUE MOUNTAIN COMMUNITY COLLEGE
PORTLAND STATE UNIV.
CLACKAMAS COMMUNITY COLLEGE
MARYLHURST UNIVERSITY
OREGON HEALTH AND SCIENCE UNIVERSITY
BIRTHINGWAY COLLEGE OF MIDWIFERY
pacific u
UNIVERSITY OF OREGON
CONCORDIA UNIV
Marylhurst University
Corban College
Oregon Center For Advanced T
Beta Omega Alumnae
Oregon Institute of Technology

Account Type: Other
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
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
CITY OF LA GRANDE
CITY OF MALIN
CITY OF MCMINNVILLE
CITY OF HALSEY
CITY OF MEDFORD
CITY OF MILL CITY
CITY OF MILWAUKIE
CITY OF MORO
CITY OF MOSIER
CITY OF NEWBERG
CITY OF OREGON CITY
CITY OF PILOT ROCK
CITY OF POWERS
RAINIER POLICE DEPARTMENT
CITY OF REEDSPORT
CITY OF RIDDLE
CITY OF SCAPPOOSE
CITY OF SEASIDE
CITY OF SILVERTON
CITY OF STAYTON
City of Troutdale
CITY OF TUALATIN, OREGON
CITY OF WARRENTON
CITY OF WEST LINN/PARKS
CITY OF WOODBURN
CITY OF TIGARD, OREGON
CITY OF AUMSVILLE
CITY OF PORT ORFORD
CITY OF EAGLE POINT
CITY OF WOOD VILLAGE
St. Helens, City of

CITY OF WINSTON
CITY OF COBURG
CITY OF NORTH PLAINS
CITY OF GERVAIS
CITY OF YACHATS
FLORENCE AREA CHAMBER OF COMMERCE
PORTLAND DEVELOPMENT COMMISSION
CITY OF CANNON BEACH OR
CITY OF ST. PAUL
CITY OF ADAIR VILLAGE
CITY OF WILSONVILLE
HOUSING AUTHORITY OF THE CITY OF SALEM
CITY OF HAPPY VALLEY
CITY OF SHADY COVE
CITY OF LAKESIDE
CITY OF MILLERSBURG
CITY OF GATES
KEIZER POLICE DEPARTMENT
CITY OF DUNDEE
CITY OF AURORA
THE CITY OF NEWPORT
CITY OF ALBANY
CITY OF ASHLAND
CITY OF LEBANON
CITY OF PORTLAND
CITY OF SALEM
CITY OF SPRINGFIELD
CITY OF BURNS
CITY OF COTTAGE GROVE
CITY OF DALLAS
CITY OF FALLS CITY
CITY OF PHOENIX
CITY OF PRAIRIE CITY
CITY OF REDMOND
CITY OF SHERWOOD
City of junction city
City of Florence
City of Dayton
City of Monmouth
City of Philomath
Seaside Public Library
City of Yoncalla
La Grande Police Department
Cove City Hall

Woodburn City Of
NW PORTLAND INDIAN HEALTH BOARD
Portland Patrol Services
City Of Bend
City Of Coquille
City Of Molalla
City Of North Bend
Columbia Gorge Community
City of St. Helens
Toledo Police Department
City of Independence
City of Baker City
CITY OF SWEETHOME
DESCHUTES PUBLIC LIBRARY
City of Ontario
North Lincoln Fire & Rescue #1
CITY OF LINCOLN CITY
City of Milton-Freewater
City of Forest Grove
City Govrnment
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
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

G.9 FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

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

In addition, Contractor agrees to the following specific provisions:

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

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

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

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

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

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

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

G.10 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.