



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



COMPETITIVE SOLICITATION

THE CITY OF KANSAS CITY, MISSOURI

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

FOR

TRAVEL SERVICES AND SOLUTIONS

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP NO. EV2048

PROPOSALS DUE: 12/16/14 BY 2:00 P.M. (CT)

PROCUREMENT SERVICES DIVISION

Keely Golden, CPPB

Senior Buyer

(816) 513-0812

keely.golden@kcmo.org

REQUEST FOR PROPOSALS NO. EV2048

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SECTION I

REQUEST FOR PROPOSALS NO. EV2048

U.S. COMMUNITIES OVERVIEW

1. MASTER AGREEMENT

City of Kansas City, Missouri (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Travel Services and Solutions (herein "Products and Services").

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

2. OBJECTIVES

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

3. U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

National Sponsors

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

Advisory Board

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

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

Current U.S. Communities Advisory Board Members

Auburn University, AL	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Chicago, IL	Los Angeles County, CA
City of Houston, TX	Maricopa County, AZ
City of Kansas City, MO	Miami-Dade County, FL
City of Los Angeles, CA	Nassau BOCES, NY
City of San Antonio, TX	North Carolina State University, NC
City of Seattle, WA	Orange County, NY
Cobb County, GA	Port of Portland, OR
Denver Public Schools, CO	Prince William County Schools, VA
Emory University, GA	Salem-Keizer School District, OR
Fairfax County, VA	San Diego Unified School District, CA
Fresno Unified School District, CA	State of Iowa, IA
Great Valley School District, PA	The School District of Collier County, FL

Participating Public Agencies

Today more than 66,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.5 Billion Dollars in products and services annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

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

City of Kansas City, Missouri 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 VI.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, City of Kansas City, Missouri 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 2013 purchased more than \$146 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

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

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

Marketplace

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

Multiple Awards

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

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

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 II

REQUEST FOR PROPOSALS NO. EV2048

INSTRUCTIONS AND CONDITIONS

1. PURPOSE

The City of Kansas City, Missouri (“City”) invites you to submit a proposal for Travel Services and Solutions as listed in the Scope of Requirements of this Request for Proposal.

2. DUE DATE FOR PROPOSALS

Proposers shall submit Proposals to the **City Contact Person** listed in Section 3 by 2:00 p.m. (CT) on December 16, 2014 (12/16/14).

3. CITY CONTACT PERSONS

(a) General, Technical or Submittal Questions and Proposal Submissions

Proposers shall submit their Proposal and any general, technical or submittal questions or issues about any aspect of this RFP to the following City Contact person:

Keely Golden, CPPB
Senior Buyer
Procurement Services Division
City Hall, 1st Floor, Room 102 W
414 E. 12th Street, Kansas City, Missouri 64106
Office: (816) 513-0812
Fax: (816) 513-1156
E-mail: keely.golden@kcmo.org

4. DEFINITION OF “REQUEST FOR PROPOSALS” AND “PROPOSAL”

- (a)** This Request for Proposals (“RFP” or “solicitation”) is an invitation by the City for Proposers to submit an offer, which may be subject to subsequent discussions and negotiations by the City and the Proposer. It is not a request for a competitive bid.
- (b)** “Proposal” means any document, submittal, interview, presentation, discussion, negotiation, and everything and anything provided in response to this RFP regardless whether the submission is an oral or written submission.
- (c)** By submitting a proposal to the City, Proposer agrees that the Proposer does not obtain any right in or expectation to a contract with the City or a vested interest or a property right in a contract with the City regardless of the amount of time, effort and expense expended by Proposer in attempting to obtain a written executed contract with the City that complies with Section 432.070, RSMo, the City Charter and City ordinances.

5. ESTIMATED SCHEDULE

11/04/14	RFP Issued
11/12/14 at 1:00 PM	Pre-proposal Conference
11/19/14 at 12:00 Noon	Deadline for questions
12/16/14 at 2:00 PM	Due Date for Proposals
TBD	Notification of shortlisted firms
TBD	Interviews if deemed necessary
TBD	Selection/Negotiation
TBD	Ordinance Introduction if necessary
TBD	Council approval if necessary
TBD	Contract start date
TBD	Estimated Project completion date

The listed dates in the “Estimated Schedule” are tentative. The City reserves the right to change or extend any and all dates including the due date for proposals for any reason at any time including after the due date for proposals.

6. RFP DOCUMENTS

This RFP consists of the following documents:

- (a) This RFP
- (b) Scope of Services
- (c) Standard City Contract

7. EXAMINATION OF ALL RFP DOCUMENTS AND REQUIREMENTS

- (a) Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all RFP requirements prior to submitting a proposal to ensure that Proposer’s Proposal meets the intent of this RFP.
- (b) Before submitting a Proposal to the City, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain any and all conditions and requirements that affect the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from Proposer’s obligation to comply, in every detail, with all provisions and requirements of the RFP.
- (c) By submitting a Proposal to the City, Proposer certifies that Proposer has provided the City with written notice of all ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other document. By executing a Contract with the City, Proposer certifies that Proposer communicated to City all ambiguities, conflicts, errors or discrepancies that it has discovered in the RFP, the Proposed Contract, Scope of Services and any other document and that

written resolution thereof by the City as embodied in the final Contract is acceptable to Proposer.

8. **QUESTIONS AND CLARIFICATIONS ABOUT THIS RFP**

(a) Question Deadline

- (1) Proposers may submit written questions, request clarifications or provide notice to the appropriate City Contact person listed in Section 3 of any ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other solicitation document at any time until 12:00 PM, November 19, 2014.
- (2) The City will answer all inquiries by any Proposer in writing. If any inquiry results in a change in the RFP, the City will issue an Addendum and the Addendum will be posted on the City's website. It is the responsibility of Proposers to check the City's website for addenda. <http://www.kcmo.org>

(b) Questions - Post Deadline

If a Proposer discovers any ambiguities, conflicts, mistakes, errors or discrepancies **after the deadline for questions and clarifications or after the proposal due date**, Proposer shall immediately submit the ambiguity, conflict, mistake, error or discrepancy to the appropriate City Contact person listed in Section 3. The City, in its sole discretion, shall determine the appropriate response to any issue raised by any Proposer.

9. **SUBMISSION OF PROPOSALS**

All proposal documents must be submitted in the exact order as listed in the City RFP.

- (a) Where. Proposers shall submit their Proposals to the appropriate **City Contact Person** listed in Section 3. Proposers shall address their Proposal to the City Contact Person and shall state on the outside of the sealed Proposal envelope the following information: the RFP No. and Title, Due Date and Time, and Name of the Proposer's Business/Firm.
- (b) No. of Copies.
 - Proposers shall submit one (1) signed original General Proposal, two (2) copies of their General Proposal, and ten (10) flash drives with one (1) copy of their General Proposal on each flash drive in Microsoft Word/Excel format.
 - Proposers shall also submit one (1) signed original Cost Proposal, two (2) copies of their Cost Proposal, and ten (10) flash drives with one (1) copy of their Cost Proposal on each flash drive in Microsoft Excel format.
 - The General Proposal and the Cost Proposal may be submitted in the same box for mailing purposes, but the Cost Proposal must be sealed in a separate envelope.
- (c) Format. **In order to assure uniformity of the Proposals and to facilitate the evaluation process, all Proposals shall be organized and their parts labeled with tabs, as shown in Section 10.**

Each Proposal shall be presented in 12-point font, such as Times New Roman or Arial, on 8-1/2" x 11" paper, double sided. As part of the City's green initiatives, Proposers shall limit all excess paper, division tabs, folders, etc., so the Proposals are as eco-friendly as possible.

- (d) Additional Materials. The Proposal may also contain any narrative, charts, tables, diagrams or other materials in addition to those called for herein; to the extent such additions are useful for clarity or completeness of the Proposal. Attachments should clearly indicate on each page the paragraph in the Proposal to which they pertain.

10. **CONTENT OF PROPOSAL**

10.1 Proposal Part 1 – Cover Letter

The Proposer will provide a cover letter describing a brief history of the Proposer and its organization. The letter will indicate the principal or officer of the Proposer organization who will be the District'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 products and services on behalf of Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter transmitting the proposal. An unsigned proposal or one signed by an individual unauthorized to bind the Proposer may be rejected.

The Proposer will also state if its proposal is for the City of Kansas City, Missouri only (Local Proposal) or a national proposal in addition to stating the categories in which it is proposing (Reference Section III, Paragraph 1, General Definition of Products and/or Services).

10.2 Proposal Part II – 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.

10.3 Proposal Part III – Business/Firm Profile and Legal Structure

- Legal Name, address, phone, fax, e-mail, Federal ID#, and website address.
- Date the business/firm was established under the current name.
- List all services provided by the business/firm.
- Number of total employees nationally and internationally, number of total employees in Kansas City, Missouri and number of employees in Greater Kansas City Area.
- Type of ownership, or legal structure of business/firm.
- Has the business/firm ever failed to complete work for which a contract was issued? If yes, explain the circumstances.
- Are there any civil or criminal actions pending against the business/firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?
- Provide a brief history of the business/firm's contractual litigation, arbitration, and mediation cases for the last five (5) years that are material and relevant to this contract.

- Has the business/firm ever been disqualified from working for the City or any other public entity? If yes, explain the circumstances.
- Provide firm's Dun and Bradstreet and an audited financial statement from your firm and any parent company for the last two years of operation.

10.4 Proposal Part IV – Experience

- Include a list of the five (5) most relevant or comparable contracts completed by your business/firm during the past five (5) years. For each listed contract, provide a narrative that includes:
 - a. the assigned project personnel
 - b. scope of services provided
 - c. dollar amount of the contract
 - d. contractual performance standards versus your actual performance
 - e. the contracting entity's contact person, e-mail address, cell phone number, and telephone number
 - f. summary of how your business/firm delivered services
 - g. pricing and contractual compensation terms
- Provide three (3) client references for similar projects completed by your business/firm during the past five (5) years. (See Attachment No. 3 – References)
- Provide a copy of your most recent relevant ongoing public contract.
- Provide a list of all public contracts entered into for the last three (3) years. Include the dollar amounts, summary of scope of services, contract terms, Public Owner's contact person, e-mail address, cell phone number and telephone number.

10.5 Proposal Part V – Local Personnel

- Please provide your staff capacity for meeting the City's requirements.
- Identify the Key Employees who are likely to be assigned to this contract if your proposal is selected. [NOTE: Key Employee(s) must be committed to the contract duration, and may not be removed or substituted without the City's prior written consent.]
- For each of the Key Employee(s), provide a resume and/or summary with at least the following background information:
 - a. Description of relevant experience.
 - b. Years of employment with the business/firm.
 - c. City and State of residence.
 - d. State time commitment on other accounts.
 - e. Applicable professional registrations, education, certifications, and credentials.
- Please comment on the ability of your business/firm to sustain the loss of Key Employee(s).
- Provide a staffing plan for the contract including the locations of the positions.
- Provide an organizational chart for the assigned staff.
- Provide a plan to address vacations, sicknesses and absences.

10.6 Proposal Part VI – Response to Scope Requirements

Proposer shall provide a detailed response to all items in Section III, Scope Requirements.

10.7 Proposal Part VII – Supplier Information

- Supplier Qualifications Section: Proposer must include a narrative of its understanding and acceptance of the Supplier Commitments outlined in Section VI. (Ref. pages 44-48)
- Completed and signed Supplier Worksheet for National Program Consideration (Ref. page 50)
- Completed Supplier Information (Ref. pages 53-56)

10.8. Proposal Part VIII - Sustainability

Include a concise summary of your company's policies, strategies, and actions that demonstrate your philosophy and commitment to sustainability. The City has adopted an overall policy supporting a greater use of "green solutions" or enhanced sustainability measures that consider environmental quality, social equity and economic vitality. In order to minimize waste, enhance efficiencies, and achieve multiple benefits and project synergies, all City projects must identify opportunities for sustainability improvements and implement those improvements when financially reasonable and operationally practical.

- Describe how your Proposal will address the established City policies referenced in this RFP specific to the project or service on which you are proposing.
- Incorporate sustainability and efficiency into the planning, design, construction, operation and maintenance of the project. Highlight each component of the project that you feel deserves consideration in this context, and demonstrate how sustainability and efficiency are integrated into the project.
- If it is not possible to comprehensively integrate significant sustainability measures, then highlight elements you feel deserve consideration in this context.

10.9 Proposal Part IX – U.S. Communities Administration Agreement, signed, unaltered

10.10 Proposal Part X – Pricing

Pricing must be submitted in a separately sealed envelope from the general proposal.

- The Proposer must submit a cost proposal fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee.
- The following information shall be submitted as part of the cost proposal:
 - (a) LODGING ACCOMMODATIONS PRICING (if applicable):

If your company is not offering lodging accommodations, state in your proposal "Lodging Accommodations, No Bid".

 - A. Proposer shall provide a narrative describing its process for offering "best rates" available for any given day and time.

- B. For any additional services, Proposer shall provide a price breakdown or fee for each service separately in Attachment No. 1-A.
- C. Proposer shall complete Attachment No. 1-D, Lodging Tab, which will be used for evaluation purposes only.

(b) AIRFARE PRICING (if applicable):

If your company is not offering airfare, state in your proposal "Airfare, No Bid".

- A. Proposer shall complete Attachment No. 1-B.
- B. Proposer shall complete Attachment No. 1-D, Airfare Tab, which will be used for evaluation purposes only.

(c) CAR RENTAL PRICING (if applicable):

If your company is not offering car rental services, state in your proposal "Car Rental, No Bid".

- A. Proposer shall complete Attachment No. 1-C.
- B. Proposer shall complete Attachment No. 1-D, Car Rental Tab, which will be used for evaluation purposes only.

- The pricing structure, discounts and fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on appropriate, relevant indices.
- **Renewal Pricing:** The City realizes that the initial term pricing may differ depending on the mechanism used by the Proposer for renewal pricing. The City is interested in obtaining the best price in the initial term of the contract as well as the best price for any renewal years. In proposing renewal pricing, you may propose no increase, a decrease, a constant percentage increase, the consumer price index or an appropriate producer price index. You may offer several alternatives. Although the City will not be required or obligated to exercise all renewal options, assume the City will exercise all renewal options for offering renewal pricing.

10.11 Proposal Part XII – Other Required Documents

Complete and submit the following documents included in this RFP:

- (a) Authorized Signature Form
- (b) Cooperative Procurement Form
- (c) Attachment No. 2 – Affidavit – Employee Eligibility Verification

11. EVALUATION CRITERIA

- (a) Any evaluation criteria or weighting of criteria is used by the City only as a tool to assist the City in selecting the best proposal for the City. Evaluation scores or ranks do not create any right in or expectation to a contract with the City regardless of any score or ranking given to any Proposer by the City. In other words, even if the City gives a Proposer the highest rank and highest score, the Proposer still has no expectation of a contract with the City and the City may choose to contract with any other Proposer regardless of the score or rank of the other Proposer.
- (b) The City may change criteria and criteria weights at any time including after the due date for proposals.

12. INTERVIEWS

The City, in its sole discretion, may interview none, one, some or all of the Proposers who submit proposals.

13. DISCUSSIONS AND NEGOTIATIONS

The City, in its sole discretion, may do any or all of the following:

- (a) evaluate Proposals and award a contract with or without discussions or negotiations with any or all of the Proposers;
- (b) discuss and negotiate anything and everything with any Proposer or Proposers at any time;
- (c) request additional information from any or all Proposers;
- (d) request a Proposer or Proposers to submit a new Proposal;
- (e) request one or more best and final offers from any or all Proposers;
- (f) accept any Proposal in whole or in part;
- (g) require a Proposer to make modifications to their initial Proposals;
- (h) make a partial award to any or all Proposers;
- (i) make a multiple award to any or all of Proposers;
- (j) terminate this RFP, and reissue an amended RFP.

14. PROPOSAL MUST REMAIN FIRM IRREVOCABLE OFFER TO CITY FOR 120 DAYS

- (a) By submitting a proposal to the City, Proposer agrees that Proposer's Proposal shall constitute a firm irrevocable offer to the City that Proposer shall not withdraw or modify without the City's approval for one hundred, twenty (120) days after the proposal due date. Proposer agrees that even if the City negotiates or makes a counter offer to Proposer on Proposer's original Proposal or any subsequent Proposal submitted by Proposer to the City, Proposer hereby grants to the City, in the City's sole discretion, the unconditional right for the City to accept Proposer's original Proposal and the City's negotiation or counter offer shall not be deemed to be a counter offer.

- (b) After one hundred, twenty (120) days, the City can accept any proposal or subsequent proposals from any Proposer with the consent of the Proposer at any time and regardless of the length of time that has passed from the proposal due date.

15. SELECTION

The City will select the proposal that in the City's sole judgment the City determines to be the best Proposal. Section 432.070, RSMo requires the City to have a written executed contract signed by both parties prior to anyone performing services or providing any goods, supplies, materials or equipment to the City. The written executed contract must also comply with the City Charter and City Ordinances. This means that a proposer does not have a contract with the City until a written contract is *executed*. A contract is *executed* when all of the following have occurred: (1) the City Council authorizes the execution of a contract with the Proposer (if City Council approval is requested by City staff or is required by City Ordinance); (2) persons with actual authority to bind both the City and the Proposer execute the contract; (3) the contract is approved by the Law Department; (4) the City issues a purchase order to the Contractor with the Director of Finance's certification of availability of funds for the contract; and (5) any other required step. A Proposer does not have a contract with the City until all the steps are completed. If the City does not complete all required steps, there is no contract between the City and the Proposer and the City has absolutely no contractual or financial obligation to any Proposer regardless of the amount of time, effort and money spent by the Proposer responding to the RFP and attempting to negotiate and obtain a contract with the City.

16. REJECTION OF PROPOSALS

The City reserves the unconditional right to reject any or all proposals received in response to this RFP at any time prior to the City executing a contract that meets the requirements of Section 432.070, RSMo, the City Charter and all applicable City Ordinances.

17. WAIVER OF ORDINANCES, REGULATIONS AND RFP REQUIREMENTS

- (a) The City, at any time, may waive any requirements imposed in this RFP or by any City regulation.
- (b) The City, may waive any requirement imposed by the City's Code of Ordinances when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Proposers for this RFP and it is in the best interest of the City to grant the waiver.

18. LATE PROPOSALS

The City, in its sole discretion, may consider proposals received by the City after the proposal due date if: (1) the proposal is sent via the U.S. Postal Service, common carrier or contract carrier, by a delivery method that guarantees the proposal will be delivered to the City prior to the proposal due date; or (2) if the proposal is submitted by mail, common carrier or contract carrier it is determined by the City that the late receipt was due to the U.S. Postal Service, common carrier or contract carrier; or (3) the proposal is timely delivered to the City, but the proposal is at a different City location than that specified in this RFP; or (4) the City extends the due date after the deadline for a

force majeure event that could potentially affect any or all Proposers meeting the deadline; or (5) the City has not opened any of the proposals; or (6) it is in the best interest of the City to accept the proposal.

19. CHANGES IN THE RFP

- (a) After this RFP is issued, the City, in its sole discretion, may change everything or anything contained in this RFP at any time including after the Proposal due date. If the change is prior to the proposal due date, the City reserves the right, when considered necessary or appropriate, to modify this RFP.
- (b) If the City shall amend the RFP after the proposal due date, the City may, in its sole discretion, solicit new proposals in an amended RFP from anyone or everyone regardless whether a person submitted a proposal in response to the original RFP.

20. CHANGES IN EXECUTED CONTRACT AND ADDITIONAL WORK

- (a) After the City executes a contract in accordance with the requirements of Section 432.070, RSMo, the City Charter and City Ordinances, the City may, in its sole discretion, amend the contract to change anything or everything associated with the contract as long as such change is in the interest of the City and as long as the Contractor agrees to the change.
- (b) The City, in its sole discretion, may award additional contracts for related work or subsequent Project phases to the selected Contractor.
- (c) The City, in its sole discretion, may extend the term of the contract with the selected Contractor notwithstanding the expiration of the initial term or any subsequent term or all options to renew, until the City has a new contract in place with either Proposer or another provider or until the City terminates the Contract.

21. PROPOSER SOLELY RESPONSIBLE FOR ALL COSTS

Regardless of the amount of time, effort, cost and expense incurred by a Proposer in Proposer's attempt to win this City contract, Proposer agrees that Proposer shall be solely responsible and liable for any and all costs incurred by Proposer. The City shall have no liability or responsibility for any of Proposer's costs or expenses.

22. OWNERSHIP OF PROPOSALS

By submitting its Proposal, Proposer hereby agrees that Proposer's Proposal and any supplementary material submitted by the Proposer shall become property of the City.

23. DISCLOSURE OF PROPRIETARY INFORMATION

- (a) A Proposer may attempt to restrict the disclosure of scientific and technological innovations in which the Proposer has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the Proposal by:

1. marking each page of each such document prominently in at least 16 point font with the words "Proprietary Information";
 2. printing each page of each such document on a different color paper than the paper on which the remainder of the Proposal is printed; and
 3. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with the name and address of the Proposer.
- (b) After either a contract is executed pursuant to the RFP, or all submittals are rejected, if access to documents marked "Proprietary Information", as provided above, is requested under the Missouri Sunshine Law, the City will notify the Proposer of the request, and it shall be the burden of the Proposer to establish that such documents are exempt from disclosure under the law.
- (c) If the Proposer elects to challenge a formal request for such information made to the City and if the Proposer is unsuccessful in keeping such information closed, the Proposer shall pay for any and all costs, attorney fees and fines that are a result of Proposer's attempt to keep the information closed.
- (d) Notwithstanding the foregoing, in response to a formal request for information, the City reserves the right to release any documents if the City determines that such information is a public record pursuant to the Missouri Sunshine Law. The City shall have no liability to any Proposer or anyone else for releasing any Proprietary Information of a Proposer even if the City is negligent in releasing or disclosing any Proprietary Information of any Proposer.

24. CLOSED RECORDS

All Proposals including interviews, presentations and documents, and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Law until a contract is executed or until all Proposals are rejected by the City. If the City amends this RFP, Proposals submitted in response to the original RFP may remain closed records until a contract is executed or all proposals submitted in response to the amended RFP are rejected. Proposals shall remain closed records even if the City mistakenly informs all Proposers that it is rejecting any and all Proposals prior to amending the RFP as long as the City intends to amend the RFP and resolicit Proposals.

25. AFFIRMATIVE ACTION

It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age. The City's Affirmative Action ordinance requires that any person or entity who employs fifty (50) or more persons and is awarded a contract from the City totaling more than \$300,000.00 must:

- (a) Execute and submit an affidavit, in a form prescribed by the City, warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the contract.

- (b) Submit, in print or electronic format, a copy of the Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

If you have any questions regarding the City's Affirmative Action requirements, please contact HRD at (816) 513-1836 or visit the City's website. www.kcmo.org

26. TAX CLEARANCE FOR CITY

Prior to the City making the first payment under any contract or contract renewal term, Contractor must provide a tax clearance letter from the City's Commissioner of Revenue dated not more than ninety (90) days from the date of submission. Proposers may obtain this tax clearance letter from the City's Revenue Division at (816) 513-1135 or (816) 513-1089. <http://www.kcmo.org>

27. INDEMNIFICATION

The City's standard contract requires that the Contractor shall indemnify, defend and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of the City, its agencies, officials, officers, or employees. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. **Contractor has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Proposal.**

28. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES

(a) Buy American Preference

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When proposals offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the proposal that uses manufactured goods or commodities that are manufactured or produced in the United States.

(b) Buy Missouri Preference

It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Proposer's responsibility to claim these preferences.

29. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's Certificate of Good Standing from the Missouri Secretary of State's website. <http://www.sos.mo.gov>

30. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's valid business license. Proposers may obtain this business license from the City's Revenue Division/Business License section at (816) 513-1135 or visit the City's website. <http://www.kcmo.org>

31. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a Proposal, Proposer affirms that Proposer and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Proposal to be rejected.

32. EMPLOYEE ELIGIBILITY VERIFICATION

If this contract exceeds five thousand dollars (\$5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that Supplier does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Supplier shall attach to the affidavit documentation sufficient to establish Supplier's enrollment and participation in

an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY. The affidavit is found under Section IV – Attachments and Exhibits.

33. RENEWAL OPTION

- (a) The period of performance under the contract is for three (3) years with a contractual right on the part of the City to extend this price for an additional two (2) one-year periods.
- (b) The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.
- (c) The option year prices will be determined by the Buyer by negotiation with the Supplier. **(Note: YEARLY INCREASES ARE NOT AUTOMATIC. THE SUPPLIER MUST PROVIDE WRITTEN PROOF THAT THE REQUESTED INCREASE IS WARRANTED.)**

34. MBE/WBE PARTICIPATION

If it is feasible for a Proposer to subcontract any of the work or supplies necessary to perform this contract, the City encourages Proposers to solicit certified MBEs and WBEs for the necessary work or supplies.

35. PRE-PROPOSAL CONFERENCE

(a)	When:	The City will hold a Pre-Proposal Conference. It will be on November 12, 2014 (11/12/14) at 1 p.m.
(b)	Where:	Procurement Services Division City of Kansas City, Missouri 1st Floor, Conference Room, City Hall 414 East 12 th Street Kansas City, MO 64106



For persons with disabilities needing reasonable accommodations, please contact Robert Rives at 816-513-2532. If you need to use the Relay Service, please dial 711.

SECTION III
REQUEST FOR PROPOSALS NO. EV2048

SCOPE OF SERVICES

1. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

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

CATEGORY A – **Lodging Accommodations** – A complete offering of individual or group lodging accommodations ranging from short term, overnight stays to extended stays as well as accommodations for events of varying sizes and needs and any additional lodging accommodations offered by Proposer.

CATEGORY B – **Airline Travel** – A complete range of airline travel options offered by Proposer, both domestically (U.S.) and internationally.

CATEGORY C – **Car Rental** – A complete offering of rental cars, including but not limited to, the rental of cars, light duty pick-up trucks, sport utility vehicles, mini-vans, passenger vans, cargo vans, cargo box trucks and any other vehicles offered by Proposer.

CATEGORY D – **Related Travel Service Solutions** – Any related travel service solutions such as rail, bus, seafaring carriers, charter options and any other travel services offered by Proposer.

2. ACCESS TO TRAVEL SERVICES

Proposer shall offer a variety of methods to access and purchase services, including but not limited to, the following:

- (a) Proposer shall offer a booking tool directly from the U.S. Communities website at www.uscommunities.org for self-service travel reservations, including the issuance and delivery of tickets (if applicable).
 - A. Describe your company's booking tool in detail and explain how it will be beneficial to Participating Public Agencies.
 - B. Detail your notification system to Participating Public Agencies for system wide updates.
 - C. Provide your company's Security plan, including a backup strategy, to ensure that continuous operations are in place, as well as ensuring that both the traveler's

personal information and Participating Public Agency information is protected from cyber-attacks, hackers, phishing, and similar intrusions.

D. Proposer's back-office technology framework and architecture shall be capable of collecting all data from reservation and ticketing records. Proposer shall also have the capability to capture data for reports when the booking tool is not operating.

E. Describe any training offered for use of this booking tool.

- (b) Proposer should describe its ability to customize a booking tool for a Participating Public Agency.
- (c) In conjunction with the booking tool, describe the ability for a Participating Public Agency to access rates through one or more travel agencies.
- (d) Describe how a Participating Public Agency can access rates when going directly to hotel, airline, and rental car websites.
- (e) Describe how a Participating Public Agency can access rates and purchase by phone using Proposer's customer service representatives or hotel, airline and rental car customer service representatives.
- (f) Describe any additional methodologies a Participating Public Agency can use to access rates.

3. **EMERGENCY SERVICES**

- (a) Proposer shall offer a 24-hour number available to travelers to perform emergency itinerary changes and emergency services outside regular business hours.
- (b) Proposer shall describe, in the event of emergencies (i.e., Presidential-declared disasters, forest fires, evacuations, floods, hurricanes, etc.), how it shall maintain operations necessary to support Participating Public Agencies. This includes facilitating alternative methods of transportation and relocation of personnel for lodging.

4. **QUALITY OF TRAVEL SERVICES**

Proposer shall describe its procedures and automated capability to monitor continuously the quality of travel services to ensure delivery of those services at the lowest logical fares or costs.

5. **LICENSES**

The Proposer and/or partner companies shall secure, maintain and pay for any federal, state and local licenses required to provide Travel Services and Solutions.

6. **METHODS OF PAYMENT**

- (a) Proposer shall accept all major credit cards and shall not assess any additional fees or charges when accepting these cards for payment.
- (b) Proposer shall describe its ability to accept Participating Public Agency-sponsored travel charge cards and purchase orders as well as any other forms of payment accepted.
- (c) For lodging accommodations, Property shall only post charges on cards at the conclusion of the stay unless authorized by the Participating Public Agency at time of reservation.

7. **LODGING ACCOMMODATIONS**

- (a) The Proposer shall provide lodging reservation services as needed for Participating Public Agency travel, events and meetings.
- (b) Proposer shall describe its full range of capabilities to offer lodging accommodations for overnight and long term stays as well as accommodations for events and meetings of varying sizes and needs.
- (c) These services shall include initiating and confirming reservations and confirming the rate at which the reservation is made.
- (d) The Proposer shall provide a listing of hotel brands offered.
- (e) **Use of GSA Rates:** Participating Public Agencies, wherever possible, adhere to the General Services Administration (GSA) per diem rates for lodging. Where available and warranted, the Proposer shall recommend lodging that falls within the GSA rates for the geographic area in which Participating Public Agency travelers are staying. Proposer shall describe how it can meet this need.
- (f) **National Quality Ranking System:** The Proposer shall offer a national ranking system for lodging quality and shall describe the ranking system used and its benefits to Participating Public Agencies, whether it is AAA Diamond rated, Forbes star rated or other national ranking system.
- (g) The Proposer shall offer lodging at properties which offer non-smoking rooms.
- (h) The Proposer shall offer a variety of room and brand availability to choose from at the proposed rates.
- (i) Properties must accept a Participating Public Agency's personnel who possess valid government identification and are at least 18 years of age.
- (j) All properties must comply with the Federal Emergency Management Agency (FEMA) U.S. Fire Administration (USFA) Fire-Safe Hotel List.
- (k) Properties must be ADA compliant and must provide a list of ADA accessibility features.

- (l) **Centralized Billing for a Local Property:** Proposer shall describe how a Participating Public Agency may establish a procedure to open an account for the purpose of direct billing with a property, including the invoicing process and payment options available.

8. **AIRLINE TRAVEL**

- (a) The Proposer shall describe its full range of capabilities to offer airline travel services both domestically and internationally.
- (b) The Proposer shall provide the Participating Public Agency with advance seat assignment and advance boarding passes on all airlines for which it can offer these services.
- (c) The Proposer shall make adjustments for any change(s) in schedules. Tickets and billings shall be modified or reissued to reflect these changes.
- (d) The Proposers shall make a timely effort to notify travelers of airport closings, cancelled or delayed flights.
- (e) The Proposer shall provide assistance in arranging airline transportation and provide written or electronic confirmation when possible and feasible.
- (f) The Proposer shall make available the discounted fares on all non-stop, direct and connecting flights.
- (g) There shall be no more than three (3) connections or stops on flights to or from cities outside North America.
- (h) Layovers shall not delay a Participating Public Agency's arrival at a domestic destination by more than two (2) hours.
- (i) Fares shall be from the inventory of all coach fares.
- (j) No ground transportation segments shall be allowed. All segments shall have scheduled air service offered by the Proposer or partner airline(s).
- (k) The Proposer may not place routing restrictions on published connections. Discounted fares shall be available on all normal routings and through all hubs of the Proposer's or partner airline(s) published availability.
- (l) Fares must be treated the same as published fares for any re-accommodations.
- (m) Proposer or partner airline(s) shall offer complimentary flight insurance (minimum \$100,000.00).
- (n) The Proposer or partner airline(s) must certify compliance with the Federal Aviation Administration meeting the standards of the Federal Aviation Regulations (FARs) pertaining to commercial airlines (Part 121). http://www.faa.gov/about/initiatives/atos/air_carrier/.

- (o) **Fuel Surcharge:** Any fuel surcharges may be imposed under the following conditions: The fuel surcharge may not be higher than that imposed commercially; the surcharge has been in place commercially for a minimum of 14 consecutive days; and the fuel surcharge will be removed from the contract fares when it is no longer imposed commercially.
- (p) The Proposer or partner airline(s) must have the ability for the Participating Public Agency to apply unused funds toward another airline ticket.

9. **RENTAL CAR**

- (a) Proposer shall describe its offering of Rental Cars per Paragraph 1 of the Scope of Services.
- (b) Proposer or partner rental car company(ies) shall be established national rental car companies with branch locations (owned and franchised) nationwide.
- (c) All franchised locations for a rental car company shall operate under one corporate name. Proposer or partner rental car company(ies) must have the capacity to bind all owned and franchised locations to the terms and conditions of this Request for Proposal.
- (d) Proposer shall describe its capabilities to offer direct billing to Participating Public Agencies.
- (e) Proposer shall describe its capabilities to offer branch locations at the largest 50 U.S. commercial airline airports.
 - A. If branch locations are off of airport grounds, Proposer or partner rental car company(ies) must have a shuttle bus which runs to and from the airport and branch location at frequent regularly scheduled intervals. Proposer shall state how frequent these intervals are for Participating Public Agencies.
 - B. Branch locations must remain open at the major airports at least one (1) hour after the last flight of the day has arrived at the airport. Shuttle buses must run when branches are open.
- (f) Since final selection of car rental companies (if more than one is offered) and car sizes are determined by the Participating Public Agency, the reservations must be made at the most cost-effective rate which conforms to the Participating Public Agency's request.
- (g) **Unlimited Mileage:** Unlimited mileage shall apply to all vehicle rentals per rental transaction regardless of rental city, rental length or rental vehicle class.
- (h) **Vehicle Pick-Up and Delivery:** Proposer shall state if it offers rental car pick-up and delivery services with minimal notice from Participating Public Agency. There shall be no additional charges for this service.
- (i) **Cancellation:** Proposer shall waive all cancellation fees on all vehicle classes regardless of rental locations.

- (j) **Young Driver:** Proposer shall accept all drivers 21 years or older with valid driver's license on official business at no additional charges.
- (k) **Fuel Level:** All vehicles shall be full of fuel at the time of pick-up or delivery. Vehicles with less than a full tank of fuel will not be accepted.
- (l) **Environmental Sustainability:** When available, Proposer shall provide Participating Public Agencies with a selection of hybrid and fuel efficient vehicles at no additional charges.
- (m) **Roadside Assistance:** Proposer shall provide travelers with 24-hour roadside assistance services at no additional charge to the travelers.

10. **INTERNATIONAL TRAVEL**

If Proposer offers international travel, Proposer shall comply with the following:

- (a) Provide advice and arrange for reservations and ticketing for international travel.
- (b) Advise traveler of all documentation required for entry and stay for specific destination, if any.
- (c) Provide, upon request, travelers with advice on necessary health requirements, including types of inoculations and vaccinations either required or suggested for foreign travel.
- (d) Provide, upon request, information and advice on conditions at the various foreign destinations, including climate conditions, types of clothing that are appropriate or essential, national and religious holidays, location of American embassies and consulates, special or hazardous security conditions.
- (e) Provide, when requested, technical advice on foreign currency exchange rates and transactions, securing auto insurance in conjunction with foreign car rentals, excess baggage requirements and fees.
- (f) Provide assistance, without fee, with passport and visa applications for foreign travel when requested.

11. **REPORTING**

- (a) Proposer shall be able to provide monthly reports to show sales and rental history. Proposer shall describe any reporting functions available. Reports should be in Microsoft Excel format, unless otherwise requested, and include date and location of hotel stay, air travel and/or car rental, the Participating Public Agency, the traveler and costs associated with the travel.
- (b) Proposer shall also describe its capability to provide ad hoc management reports as requested, from time to time from Participating Public Agencies.

12. **TAXES**

Where a Participating Public Agency is not exempt from sales taxes, Proposer shall add the sales taxes on the billing invoice as a separate entry. Proposer shall work with Participating Public Agency to determine tax exemption status up front.

SECTION IV
REQUEST FOR PROPOSALS NO. EV2048
SPECIAL INSTRUCTIONS AND CONDITIONS

AUTHORIZED SIGNATURE FORM

By submission of the RFP, the undersigned certifies that:

- It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
- It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- The prices contained in this Proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
- It has the full authority of the Offeror to execute the Proposal and to execute any resulting contract awarded as the result of, or on the basis of, the Proposal;
- Proposer will not withdraw the Proposal for ninety (90) days.
- By the below signature, I hereby certify that I have both the legal authority from my business/firm and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.

Authorized Representative: _____

Signature: _____

Title: _____

Business/Firm Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

E-mail Address for Purchase Orders: _____

Date: _____

NO PROPOSAL RESPONSE FORM

If you choose not to submit a proposal, please complete and return only this form, on or before the due date. Thank you for taking this opportunity to help us update and improve our solicitation process.

Senior Buyer: Keely Golden Telephone: (816) 513-0812 Return by Fax: (816) 513-1156

Due Date: 12/16/14

Number: EV2048

Description: TRAVEL SERVICES AND SOLUTIONS

Please check the appropriate response(s). We respectfully submit "No Response" for the following reason(s):

- 1. We cannot provide a service to meet the required specifications.
- 2. The closing date does not allow adequate time to prepare a response.
- 3. We have chosen not to do business with the City.
- 4. Other (comment below or provide your response on your business/firm letterhead).

Business/Firm Name: _____ Supplier No.: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____ Telephone No.: _____

STANDARD CITY CONTRACT

MASTER CONTRACT FOR SERVICES - THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV2048

TITLE/DESCRIPTION: TRAVEL SERVICES AND SOLUTIONS

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and _____ ("CONTRACTOR").

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated _____ that is attached hereto and incorporated into this Contract;
- (c) CITY's RFP No. _____ that is incorporated into this Contract by reference;
- (d) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) Initial Term. The initial term of this Contract shall begin on _____, ____ and shall end on _____, _____. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to four (4) additional one (1) year terms.
- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Compensation. CONTRACTOR shall timely provide all services at the pricing set forth in this CONTRACT. CITY shall have no financial obligation under this CONTRACT until CITY enters payment information and confirms the order of a particular service.

Sec. 4. Representations and Warranties of Contractor. CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

Sec. 5. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 6. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 7. Termination for Convenience. CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 8. Default and Remedies.

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this Contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

Sec. 9. Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 10. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 11. Records.

- (a) For purposes of this Section:
 - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
 - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- (b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.
- (c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 12. Affirmative Action. If this Contract exceeds \$300,000.00 and CONTRACTOR employs fifty (50) or more people, CONTRACTOR shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and

any additions or amendments thereto; in executing any Contract subject to said provisions, CONTRACTOR warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of City's Code. CONTRACTOR shall:

- (a) Submit, in print or electronic format, a copy of CONTRACTOR's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, CONTRACTOR does not possess a current certification of compliance, CONTRACTOR shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, CONTRACTOR shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

CITY has the right to take action as directed by CITY'S Human Relations Department to enforce this provision. If CONTRACTOR fails, refuses or neglects to comply with the provisions of Chapter 38 of CITY's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further contracts funded by CITY for a period of one (1) year. This is a material term of this Contract.

Sec. 13. Tax Compliance. If the CITY's payments to CONTRACTOR exceed \$150,000.01 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 14. Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 15. Service of Process. In addition to the methods of service allowed by the State of Missouri, CONTRACTOR hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon CONTRACTOR's actual receipt of process or upon the CITY's receipt of the return thereof by the United States Postal Service as refused or undeliverable. CONTRACTOR must promptly notify the CITY, in writing, of each and every change of address to which

service of process can be made. Service by the CITY to the last known address shall be sufficient. CONTRACTOR will have thirty (30) calendar days after service hereunder is complete in which to respond.

Sec. 16. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY: City of Kansas City, Missouri
 Procurement Services Division
 414 East 12th Street, 1st Floor, Room 102 W
 Kansas City, Missouri 64106
 Attention: Cedric Rowan, Manager, C.P.M, Manager
 Telephone: (816) 513-1592
 Facsimile: (816) 513-1156

With copies to: William Geary, Esq.
 City Attorney
 Law Department of Kansas City, Missouri
 414 East 12th Street, 28th Floor
 Kansas City, Missouri 64106
 Telephone: (816) 513-3118

If to the CONTRACTOR: (INSERT Name and Complete Address)

Sec. 17. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 18. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract.

Sec. 19. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.dhs.gov>

verify.uscis.gov/enroll/StartPage.aspx?JS=YES. For those CONTRACTORS enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

CONTRACTOR

I hereby certify that I have the authority to execute this document on behalf of CONTRACTOR.

Contractor: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: _____

Title: _____

Date: _____

SECTION V
REQUEST FOR PROPOSALS NO. EV2048
ATTACHMENTS

ATTACHMENT NO. I
PRICING/COST PROPOSAL

1. PRICING STRUCTURE

Pricing is required to be firm and fixed pricing. Do not submit travel and living expenses or cost of bonds separately in cost proposal. These expenses must be included as part of the overall spend for the categories listed below.

Reference Section I, Item 10.10 Proposal Part X – Pricing

Pricing must be submitted in a separately sealed envelope from the general proposal.

- The Proposer must submit a cost proposal fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee.
- The following information shall be submitted as part of the cost proposal:
 - (a) LODGING ACCOMMODATIONS PRICING *(if applicable): see attached MS excel spreadsheet*
 - (b) AIRFARE PRICING *(if applicable): see attached MS excel spreadsheet*
 - (c) CAR RENTAL PRICING *(if applicable): see attached MS excel spreadsheet*

2. RENEWAL OPTIONS

2.1 OPTION ONE

_____ YES _____ NO

Are the prices to remain firm and fixed pricing?

_____ YES _____ NO

2.2 OPTION TWO

_____ YES _____ NO

Are the prices to remain firm and fixed pricing?

_____ YES _____ NO

I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

Affiant's signature

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission expires:

ATTACHMENT NO. 3

REFERENCES

PROPOSER REFERENCES FROM CLIENTS

Proposers are required to provide three (3) client references, including contact information, for similar projects that the Proposer has completed within the past five (5) years. It is preferred that all client references be a government sector client.

The Proposer is required to have each client reference complete the question section of this Reference form and return as part of its Proposal.

The Proposer is required to include the three (3) references in the Proposal submitted to the City.

CITY OF KCMO REFERENCE CHECK

GENERAL INFORMATION

Name of Proposer	
Subcontractor/Third Party	
Product or Service Reviewed	

REFERENCE CHECK INFORMATION

Business/Firm Name	
Business/Firm Address	
Contact Name	
Title	
Telephone Number	
Fax Number	
E-mail Address	

To submit a reference, please respond to the following questions:

1. What services did the Business/Firm provide for you?
2. Were the services performed satisfactorily?
3. Were the invoices detailed and accurate?

If the invoicing was not accurate, explain how easy or difficult it was to reconcile or have the invoicing updated.

4. Were there any staffing disputes? If so, explain how easy or difficult it was to have staff replaced.
5. Was the account service satisfactory?
6. What was included in the account service?
7. Were you happy with the cost of your services?
8. Are you still using this Business/Firm for these services?
9. Do you plan to continue this relationship?
10. Additional Comments:

Name of Client Contact (Print)

Signature and Date

SECTION VI
REQUEST FOR PROPOSALS NO. EV2048
U.S. COMMUNITIES INFORMATION

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

U.S. Communities Administration Agreement Information

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

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

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

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

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
YES____ NO____
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?
YES____ NO____
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 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)

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

NAM	Program Manager (PM) briefing - Coordinate with NAM	Five Weeks
	Initial remote WebEx training for all sales - Coordinate with	Three Weeks
	Establish 90-day face-to-face training plan/strategy session for all sales –with NAM & PM	Two Weeks
	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	

SUPPLIER INFORMATION

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

Company

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

Example:

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

2. Provide the number and address and locations of offices and/or support centers (if applicable);
3. Annual sales for 2011, 2012 and 2013 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2011, 2012, AND 2013			
Segment	2011 Sales	2012 Sales	2013 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.
5. Describe your company's experience in working with public agency customers. Include a list with contact information of your company's ten largest public agency customers that have utilized the Products and Services proposed.

Distribution

1. If applicable, describe your company's ability to do business with partner organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Marketing

1. Outline your company's plan for marketing the Products and 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.
5. Please submit the resume of the below personnel:
 - a. The person your company proposes to serve as the National Accounts Manager;
 - b. Each person that will be dedicated full time to U.S. Communities account management; and
 - c. Key executive personnel that will be supporting the program.

Products, Services and Solutions

1. Provide a description of the Products and Services to be provided by the major product category set forth in Section III, Scope Requirements of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. State procedures for cancelling reservations.
3. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.

4. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for Travel Services and Solutions.

Quality

1. Describe your company's quality control processes.
2. Describe your problem escalation process for both routine and emergency situations.
3. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?
4. Describe and provide any product or service warranties (if applicable).

Administration

1. Describe your company's system for keeping track of spend by Participating Public Agency under the Master Agreement.
2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
3. 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.
4. Describe your company's implementation and success with existing multi-state cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information.
5. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
6. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

National Staffing Plan

1. A staffing plan is required which describes the Offeror's proposed staff distribution to implement and manage this contract throughout the term of the contract. At a minimum, this plan should include the following:

- a. Identify the key personnel who will lead and support the implementation period of the contract outlined in Section VI, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation;
- b. Identify the key personnel who are to be engaged in this contract throughout the term of the contract and their relationship to the contracting organization;
- c. Provide a chart that shows 1) the time commitment of each professional staff member that will be devoted to the contract, 2) each member's role in maintaining and growing the contract; and 3) a timeline of each member's involvement throughout the contract.

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.

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 even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of _____ (the "Products and Services");

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

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

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

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

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

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

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

ARTICLE I

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

ARTICLE II

TERM OF AGREEMENT

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

ARTICLE III

REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities' Representations and Covenants.

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

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

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

(a) Corporate Commitment.

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

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

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

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

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

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

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

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

(b) **Pricing Commitment.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using 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. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, 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 three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

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. Supplier shall solely be responsible for the cost of the audit up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000.

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

(City of Kansas City, MO 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

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.

STATE NOTICE ADDENDUM

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

Nationwide:

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

Other states:

State of Oregon, State of Hawaii, State of Washington

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

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

State: HI (116 records)

Account Type: K-12 (14 records)

Mālama Honua Public Charter School
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 (4 records)

BOARD OF WATER SUPPLY
MAUI COUNTY COUNCIL
Kauai County Council
Honolulu Fire Department

Account Type: Non-Profit (67 records)

Lanai Community Health Center
Maui High Band Booster Club
Naalehu Assembly of God
University of the Nations
outrigger canoe club
One Kalakaua
Native Hawaiian Hospitality Association
St. Theresa School

Hawaii Peace and Justice
Kauai Youth Basketball Association
NA HALE O MAUI
LEEWARD HABITAT FOR HUMANITY
WAIANAE COMMUNITY OUTREACH
NA LEI ALOHA FOUNDATION
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
BUILDING INDUSTRY ASSOCIATION OF HAWAII
UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
LANAKILA REHABILITATION CENTER INC.
POLYNESIAN CULTURAL CENTER
CTR FOR CULTURAL AND TECH INTERCHNG
BETW EAST AND WEST
BISHOP MUSEUM
ALCOHOLIC REHABILITATION SVS OF HI INC
DBA HINA MAUKA
ASSOCIATION OF OWNERS OF KUKUI PLAZA
MAUI ECONOMIC DEVELOPMENT BOARD
NETWORK ENTERPRISES, INC.
HONOLULU HABITAT FOR HUMANITY
ALOHACARE
ORI ANUENUE HALE, INC.
IUPAT, DISTRICT COUNCIL 50
GOODWILL INDUSTRIES OF HAWAII, INC.
HAROLD K.L. CASTLE FOUNDATION
MAUI ECONOMIC OPPORTUNITY, INC.
EAH, INC.
PARTNERS IN DEVELOPMENT FOUNDATION
HABITAT FOR HUMANITY MAUI
W. M. KECK OBSERVATORY
HAWAII EMPLOYERS COUNCIL
HAWAII STATE FCU
MAUI COUNTY FCU
PUNAHOU SCHOOL
YMCA OF HONOLULU

EASTER SEALS HAWAII
 AMERICAN LUNG ASSOCIATION
 Hawaii Area Committee
 READ TO ME INTERNATIONAL FOUNDATION
 MAUI FAMILY YMCA
 WAILUKU FEDERAL CREDIT UNION
 ST. THERESA CHURCH
 HALE MAHAOLU
 West Maui Community Federal Credit Union
 Hawaii Island Humane Society
 Kama'aina Care Inc
 Tutu and Me Traveling Preschool
 First United Methodist Church
 AOA Royal Capitol Plaza
 Kumpang Lanai
 Child and Family Service
 MARINE SURF WAIKIKI, INC.
 Hawaii Health Connector
 Hawaii Carpenters Market Recovery Program
 Fund
 Puu Heleakala Community Association
 Saint Louis School
 Kailua Racquet Club, Ltd.
 Homewise Inc.
 Hawaii Baptist Academy
 prod test kindly ignore HI - DP
 Kroc Center Hawaii

Account Type: College and University (7 records)

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

Account Type: Other (5 records)

Hawaii Information Consortium
 Leeward Community Church

E Malama In Keiki O Lanai
 Angels at Play Preschool & Kindergarten
 Queen Emma Gardens AOA

Account Type: City (1 record)

COUNTY OF MAUI

Account Type: Community College (2 records)

Honolulu Community College
 COLLEGE OF THE MARSHALL ISLANDS

Account Type: State Agency (11 records)

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

Account Type: Consolidated City/County (2 records)

CITY AND COUNTY OF HONOLULU
 Lanai Youth Center

Account Type: Federal (2 records)

US Navy
 Defense Information System Agency

State: OR (1,152 records)

Account Type: K-12 (209 records)

VALLEY CATHOLIC SCHL
 CROOK COUNTY SCHOOL DISTRICT
 CORBETT SCHL DIST #39
 Bethel School District #52

St. Therese Parish/School
Portland YouthBuilders
Wallowa County ESD
Fern Ridge School District 28J
Knova Learning
New Horizon Christian School
MOLALLA RIVER ACADEMY
HIGH DESERT EDUCATION SERVICE DISTRICT
SOUTHWEST CHARTER SCHOOL
WHITEAKER MONTESSORI SCHOOL
CASCADES ACADEMY OF CENTRAL OREGON
NEAH-KAH-NIE DISTRICT NO.56
INTER MOUNTAIN ESD
STANFIELD SCHOOL DISTRICT
LA GRANDE SCHOOL DISTRICT
CASCADE SCHOOL DISTRICT
DUFUR SCHOOL DISTRICT NO.29
hillsboro school district
GASTON SCHOOL DISTRICT 511J
BEAVERTON SCHOOL DISTRICT
COUNTY OF YAMHILL SCHOOL DISTRICT 29
WILLAMINA SCHOOL DISTRICT
MCMINNVILLE SCHOOL DISTRICT NO.40
Sheridan School District 48J
THE CATLIN GABEL SCHOOL
NORTH WASCO CTY SCHOOL DISTRICT 21 -
CHENOWITH
CENTRAL CATHOLIC HIGH SCHOOL
CANYONVILLE CHRISTIAN ACADEMY
GEN CONF OF SDA CHURCH WESTERN OR
PORTLAND ADVENTIST ACADEMY
OUR LADY OF THE LAKE SCHOOL
NYSSA SCHOOL DISTRICT NO. 26
ARLINGTON SCHOOL DISTRICT NO. 3
LIVINGSTONE ADVENTIST ACADEMY
Santiam Canyon SD 129J
WEST HILLS COMMUNITY CHURCH
BANKS SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR
ESD
HARNEY EDUCATION SERVICE DISTRICT

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

NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
VERNONIA SCHOOL DISTRICT 47J
SOUTH COAST EDUCATION SERVICE DISTRICT
COOS BAY SCHOOL DISTRICT NO.9
COOS BAY SCHOOL DISTRICT
NORTH BEND SCHOOL DISTRICT 13
COQUILLE SCHOOL DISTRICT 8
MYRTLE POINT SCHOOL DISTRICT NO.41
BANDON SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
REDMOND SCHOOL DISTRICT
DESCHUTES COUNTY SD NO.6 - SISTERS SD
DOUGLAS EDUCATION SERVICE DISTRICT
ROSEBURG PUBLIC SCHOOLS
GLIDE SCHOOL DISTRICT NO.12
SOUTH UMPQUA SCHOOL DISTRICT #19
YONCALLA SCHOOL DISTRICT NO.32
ELKTON SCHOOL DISTRICT NO.34
DOUGLAS COUNTY SCHOOL DISTRICT 116
HOOD RIVER COUNTY SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NO.4
CENTRAL POINT SCHOOL DISTRICT NO. 6
JACKSON CO SCHOOL DIST NO.9
ROGUE RIVER SCHOOL DISTRICT NO.35
MEDFORD SCHOOL DISTRICT 549C
CULVER SCHOOL DISTRICT NO.
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
GRANTS PASS SCHOOL DISTRICT 7
LOST RIVER JR/SR HIGH SCHOOL
KLAMATH FALLS CITY SCHOOLS
LANE COUNTY SCHOOL DISTRICT 4J
SPRINGFIELD SCHOOL DISTRICT NO.19
CRESWELL SCHOOL DISTRICT
SOUTH LANE SCHOOL DISTRICT 45J3
LANE COUNTY SCHOOL DISTRICT 69
SIUSLAW SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
LINN CO. SCHOOL DIST. 95C - SCIO SD
ONTARIO MIDDLE SCHOOL
GERVAIS SCHOOL DIST. #1

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

Stayton Christian School
 Willamette Christian School
 Westside Christian High School
 CS LEWIS ACADEMY
 Portland America School
 Forest Hills Lutheran School
 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
 Madeleine School
 South Columbia Family School
 Union School District
 Helix School District
 Corvallis School District 509J
 Falls City School District #57
 Portland Christian Schools
 Deer Creek Elementary School
 Yamhill Carlton School District
 HARRISBURG SCHL DIST
 CENTRAL CURRY SCHL DIST#1
 BNAI BRITH CAMP
 OREGON FOOD BANK
 ABIQUA SCHL
 Imbler School District #11
 monument school
 St. Paul School District
 St Paul Parish School
 EagleRidge High School
 Northwest Academy
 L'Etoiile French Immersion School
 Marist Catholic High School
 Elgin school dist.
 PLEASANT HILL SCH DIST #1
 Ukiah School District 80R
 North Powder Charter School

French American School
 Mastery Learning Institute
 North Lake School District 14
 Early College High School

Account Type: County (44 records)

GILLIAM COUNTY OREGON
 HOUSING AUTHORITY OF CLACKAMAS COUNTY
 UMATILLA COUNTY, OREGON
 MULTNOMAH LAW LIBRARY
 clackamas county
 CLATSOP COUNTY
 COLUMBIA COUNTY, OREGON
 coos county
 CROOK COUNTY ROAD DEPARTMENT
 CURRY COUNTY OREGON
 DESCHUTES COUNTY
 GILLIAM COUNTY
 GRANT COUNTY, OREGON
 HARNEY COUNTY SHERIFFS OFFICE
 HOOD RIVER COUNTY
 jackson county
 josephine county
 klamath county
 LANE COUNTY
 LINN COUNTY
 MARION COUNTY , SALEM, OREGON
 MULTNOMAH COUNTY
 SHERMAN COUNTY
 WASCO COUNTY
 YAMHILL COUNTY
 WALLOWA COUNTY
 ASSOCIATION OF OREGON COUNTIES
 NAMI LANE COUNTY
 BENTON COUNTY
 DOUGLAS COUNTY
 JEFFERSON COUNTY
 LAKE COUNTY
 LINCOLN COUNTY
 POLK COUNTY
 UNION COUNTY

WASHINGTON COUNTY
MORROW COUNTY
NORCOR Juvenile Detention
Tillamook County Estuary
Job Council
BAKER CNTY GOVT
TILLAMOOK CNTY
Wheeler County
Clackamas County Juvenile Dept

Account Type: Non-Profit (521 records)

Tamarack Aquatic Center
Seven Feathers Casino
Long Tom Watershed Council
San Martin Deporres Catholic Church
Portland Parks Foundation
Mt Emily Safe Center
Salem First Presbyterian Church
Rolling Hills Baptist Church
Baker Elks
Gates Community Church of Christ
PIP Corps LLC
Turtle Ridge Wildlife Center
Grande Ronde Model Watershed Foundation
Western Environmental Law Center
Mercy Flights, Inc.
HHoly Trinity Greek Orthodox Cathedral
MECOP Inc.
Beaverton Christians Church
Oregon Humanities
St. Pius X School
Community Connection of Northeast Oregon,
Inc.
Living Opportunities, Inc.
Coos Art Museum
OETC
Blanchet House of Hospitality
Merchants Exchange of Portland, Oregon
Coalition for a Livable Future
Central Oregon Visitors Association
Sorooptimist International of Gold Beach, OR

Real Life Christian Church
Delphian School
AVON
EPUD-Emerald People's Utility District
Human Solutions, Inc.
The Wallace Medical Concern
Boys & Girls Club of Salem, Marion & Polk
Counties
The Ross Ragland Theater and Cultural Center
Cascade Health Solutions
Umpqua Community Health Center
ALZHEIMERS NETWORK OF OREGON
NATIONAL WILD TURKEY FEDERATION
TILLAMOOK ESTUARIES PARTNERSHIP
LIFEWORKS NW
COLLEGE HOUSING NORTHWEST
PARALYZED VETERANS OF AMERICA
Independent Development Enterprise Alliance
MID-WILLAMETTE VALLEY COMMUNITY
ACTION AGENCY, INC
HALFWAY HOUSE SERVICES, INC.
REDMOND PROFICIENCY ACADEMY
OHSU FOUNDATION
SHELTERCARE
PRINGLE CREEK SUSTAINABLE LIVING CENTER
PACIFIC INSTITUTES FOR RESEARCH
Mental Health for Children, Inc.
The Dreaming Zebra Foundation
LAUREL HILL CENTER
THE OREGON COMMUNITY FOUNDATION
OCHIN
WE CARE OREGON
SE WORKS
ENTERPRISE FOR EMPLOYMENT AND
EDUCATION
OMNIMEDIX INSTITUTE
PORTLAND BUSINESS ALLIANCE
GATEWAY TO COLLEGE NATIONAL NETWORK
FOUNDATIONS FOR A BETTER OREGON
GOAL ONE COALITION
ATHENA LIBRARY FRIENDS ASSOCIATION
Coastal Family Health Center

CENTER FOR COMMUNITY CHANGE
STAND FOR CHILDREN
ST. VINCENT DEPAUL OF LANE COUNTY
EAST SIDE FOURSQUARE CHURCH
CORVALLIS MOUNTAIN RESCUE UNIT
InventSuccess
SHERIDAN JAPANESE SCHOOL FOUNDATION
The Blosser Center for Dyslexia Resources
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
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
EDUCATION NORTHWEST
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
MEALS ON WHEELS PEOPLE, 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
QUADRIPLEGICS 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 RESOUCES 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
Housing Development Center
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

Childswork Learning Center
New Artists Performing Arts Productions, Inc.
Relief Nursery
Viking Sal Senior Center
Boys and Girls Club of the rogue valley
DrupalCon Inc., DBA Drupal Association
Albany Partnership for Housing and
Community Development
Hermiston Christian Center & School
Dress for Success Oregon
Beaverton Rock Creek Foursquare Church
St Paul Catholic Church
St Mary's Catholic School and Parish
Polk Soil and Water Conservation District
Street Ministry
La Grande Church of the Nazarene
Spruce Villa, Inc.
House of Prayer for All Nations
Sacred Heart Catholic Church
African American Health Coaliton, Inc.
Happy Canyon Company
Village Home Education Resource Center
Monet's Children's Circle
Cascade Housing Association
Dayspring Fellowship
Northwest Habitat Institute
Winding Waters Medical Clinic
First Baptist Church
The Nature Conservancy, Willamette Valley
Field Office
Portland Community Reinvestment Initiatives,
Inc.
GeerCrest Farm & Historical Society
College United Methodist Church
NEDCO
Salem Evangelical Church
Daystar Education, Inc.
Oregon Social Learning Center
Pain Society of Oregon
environmental law alliance worldwide
Community in Action
Safe Harbors

FIRST CHRISTIAN CHURCH
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
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
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
Guide Dogs For The Blind
Children Center At Trinity
Aldersgate Camps and Retreats
St. Katherine's Catholic Church
The Alliance NW of the Christian & Missionary
Alliance
Bags of Love
Grand View Baptist Church
Green Electronics Council
Scottish Rite
Western Wood Products Association
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
Oregon Satsang Society, Inc., A chartered
Affiliate of ECKANKAR , ECKA
First Baptist Church of Enterprise
The Canby Center
Instituto de Cultura y Arte In Xochitl In Cuicatl
Oregon Nikkei Endowment
Eastern Oregon Alcoholism Foundation
Grantmakers for Education
The Spiral Gallery
The ALS Association Oregon and SW
Washington Chapter
Children's Relief Nursery
Home Builders
World of Speed
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
Rolling Hills Community Church
Sandy Seventh-day Adventist Church
Muddy Creek Charter School
A FAMILY FOR EVERY CHILD
1000 FRIENDS OF OREGON
NONPROFIT ASSOCIATION OF OREGON
FAMILY CARE INC
Clean Slate Canine Rescue & Rehabilitation
St. Martins Episcopal church
Food for Lane County
columbia gorge discovery center and museum
NAMI of Washington County
The Dalles Art Association
Temple Beth Israel
YMCA of Marion and Polk Counties

Fund For Christian Charity
Deer Meadow Assisted Living
Umpqua Basin Water Association
300 Main Inc
Southwestern Oregon Public Defender
Services, Inc.
Albertina Kerr Centers
Dufur Christian Church
St. Matthew Catholic School
Serendipity Center Inc
Northwest Family Services
Network Charter School
Ride Connecton
Parenting Now!
USO Northwest
Norkenzie Christian Church
Center for Family Development
West Salem Foursquare Church
Mount Pisgah Arboretum
Lower Columbia Estuary Partnership
Oasis Shelter Home
Nehalem Bay House
p:ear
Health Share of Oregon
St. Peter Catholic Church
Mid Willamette Valley Community Action
A Hope For Autism Foundation
Breast Friends
SEPTL Southeast Portland Tool Library
National Christian Community Foundation
Willamette Valley Babe Ruth
Center For Continuous Improvement
Trillium Sprigs
Youth Dynamics
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
THREE RIVERS CASINO
Yamhill Community Care Organization
Portland Japanese Garden
The Madeleine Parish
The Tucker-Maxon Oral School
Southwest Neighborhoods, Inc
Wallowa Valley Center For Wellness
KIDS INTERVENTION AND DIAGNOSTIC CENTER
Portland Yacht Club
League of Women Voters
Portland Oregon Visitors Association
Southern Oregon Project Hope
Our United Villages
Samaritan Health Services Inc.
Kilchis House
Calvary Assembly of God
Grace Lutheran School
Western Mennonite School
OEA CHOICE TRUST
American Tinnitus Association
Unitus Community Credit Union
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT
DISTRICT OF OREGON
THE MILL CASINO

Account Type: College and University (30 records)

Oregon State University
Treasure Valley Community College
Unviersity of Oregon
OREGON UNIVERSITY SYSTEM
WESTERN STATES CHIROPRACTIC COLLEGE
GEORGE FOX UNIVERSITY
LEWIS AND CLARK COLLEGE
PACIFIC UNIVERSITY
REED COLLEGE
WILLAMETTE UNIVERSITY
LINFIELD COLLEGE
MULTNOMAH BIBLE COLLEGE

NORTHWEST CHRISTIAN COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
BLUE MOUNTAIN COMMUNITY COLLEGE
PORTLAND STATE UNIV.
CLACKAMAS COMMUNITY COLLEGE
MARYLHURST UNIVERSITY
OREGON HEALTH AND SCIENCE UNIVERSITY
BIRTHINGWAY COLLEGE OF MIDWIFERY
pacific u
UNIVERSITY OF OREGON
CONCORDIA UNIV
Marylhurst University
Corban College
Oregon Center For Advanced T
Portland Actors Conservatory
University Of Oregon Athletics Department
Beta Omega Alumnae
Oregon Institute of Technology

Account Type: Other (51 records)

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

Kartini Clinic
Clatskanie People's Utility District
Ricoh USA
Heartfelt Obstetrics & Gynecology
Coquille Economic Development Corporation
Cintas
CITY/COUNTY INSURANCE SERVICE
COMMUNITY CYCLING CENTER
Shangri La
Portland Impact
Eagle Fern Camp
NORTHWEST VINTAGE CAR AND MOTORCYCLE
KLAMATH FAMILY HEAD START
RIVER CITY DANCERS
Oregon Permit Technical Association
KEIZER EAGLES AERIE 3895
Pgma/Cathie Bourne
Astra
Beit Hallel
Sunrise Water
Burns Paiute Tribe
Oregon Public Broadcasting
La Grande Family Practice
SELCO Community Credit Union
Sphere MD
Confederated Tribes of Warm Springs
Halsey-Shedd Fire District
First Presbyterian Church of La Grande
A&I Benefit Plan Administrators, Inc.
crescent grove cemetery
EOU - NEOAHEC

Account Type: City Special District (20 records)

Molalla Rural Fire Protection District
MONMOUTH - INDEPENDENCE NETWORK
MALIN COMMUNITY PARK AND RECREATION
DISTRICT
TILLAMOOK PEOPLES UTILITY DISTRICT
GLADSTONE POLICE DEPARTMENT
GOLD BEACH POLICE DEPARTMENT
THE NEWPORT PARK AND RECREATION
CENTER

RIVERGROVE WATER DISTRICT
WEST VALLEY HOUSING AUTHORITY
TUALATIN VALLEY FIRE & RESCUE
GASTON RURAL FIRE DEPARTMENT
CITY COUNTY INSURANCE SERVICES
METRO
OAK LODGE SANITARY DISTRICT
SOUTH FORK WATER BOARD
SUNSET EMPIRE PARK AND RECREATION
SPRINGFIELD UTILITY BOARD
Tillamook Urban Renewal Agency
Netarts Water District
Boardman Rural Fire Protection District

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

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

WEST MULTNOMAH SOIL AND WATER
CONSERVATION DISTRICT
SALEM AREA MASS TRANSIT DISTRICT
Banks Fire District #13
KLAMATH COUNTY 9-1-1
GLENDALE RURAL FIRE DISTRICT
COLUMBIA 911 COMMUNICATIONS DISTRICT
NW POWER POOL
Lowell Rural Fire Protection District
TriMet Transit
Estacada Rural Fire District
Keizer Fire District
State Accident Insurance Fund Corporation
Bend Metro Park & Recreation District
Port of Hood River
La Pine Park & Recreation District
Siuslaw Public Library District
Columbia River Fire & Rescue
Fern Ridge Library District
Seal Rock Water District
Rockwood Water P.U.D.
Tillamook Fire District
Tillamook County Transportation Dist
Central Lincoln People's Utility District
Jefferson Park and Recreation

Account Type: City (138 records)

City of Monmouth / Public Works
McMinnville Police Department
Brookings Fire / Rescue
City of Veneta
CITY OF DAMASCUS
Hermiston Fire & Emergency Svcs
CEDAR MILL COMMUNITY LIBRARY
CITY OF LAKE OSWEGO
EUGENE WATER & ELECTRIC BOARD
LEAGUE OF OREGON CITIES
CITY OF SANDY
CITY OF ASTORIA OREGON
CITY OF BEAVERTON
CITY OF BOARDMAN

CITY OF CANBY
CITY OF CANYONVILLE
CITY OF CENTRAL POINT POLICE DEPARTMENT
CITY OF CLATSKANIE
CITY OF CONDON
CITY OF COOS BAY
CITY OF CORVALLIS
CITY OF CRESWELL
CITY OF ECHO
CITY OF ESTACADA
CITY OF EUGENE
CITY OF FAIRVIEW
CITY OF GEARHART
CITY OF GOLD HILL
CITY OF GRANTS PASS
CITY OF GRESHAM
CITY OF HILLSBORO
CITY OF HOOD RIVER
CITY OF JOHN DAY
CITY OF KLAMATH FALLS
CITY OF LA GRANDE
CITY OF MALIN
CITY OF MCMINNVILLE
CITY OF HALSEY
CITY OF MEDFORD
CITY OF MILL CITY
CITY OF MILWAUKIE
CITY OF MORO
CITY OF MOSIER
CITY OF NEWBERG
CITY OF OREGON CITY
CITY OF PILOT ROCK
CITY OF POWERS
RAINIER POLICE DEPARTMENT
CITY OF REEDSPORT
CITY OF RIDDLE
CITY OF SCAPPOOSE
CITY OF SEASIDE
CITY OF SILVERTON
CITY OF STAYTON
City of Troutdale

CITY OF TUALATIN, OREGON
CITY OF WARRENTON
CITY OF WEST LINN/PARKS
CITY OF WOODBURN
CITY OF TIGARD, OREGON
CITY OF AUMSVILLE
CITY OF PORT ORFORD
CITY OF EAGLE POINT
CITY OF WOOD VILLAGE
St. Helens, City of
CITY OF WINSTON
CITY OF COBURG
CITY OF NORTH PLAINS
CITY OF GERVAIS
CITY OF YACHATS
FLORENCE AREA CHAMBER OF COMMERCE
PORTLAND DEVELOPMENT COMMISSION
CITY OF CANNON BEACH OR
CITY OF ST. PAUL
CITY OF ADAIR VILLAGE
CITY OF WILSONVILLE
HOUSING AUTHORITY OF THE CITY OF SALEM
CITY OF HAPPY VALLEY
CITY OF SHADY COVE
CITY OF LAKESIDE
CITY OF MILLERSBURG
CITY OF GATES
KEIZER POLICE DEPARTMENT
CITY OF DUNDEE
CITY OF AURORA
THE CITY OF NEWPORT
CITY OF ALBANY
CITY OF ASHLAND
CITY OF LEBANON
CITY OF PORTLAND
CITY OF SALEM
CITY OF SPRINGFIELD
CITY OF BURNS
CITY OF COTTAGE GROVE
CITY OF DALLAS
CITY OF FALLS CITY

CITY OF PHOENIX
CITY OF PRAIRIE CITY
CITY OF REDMOND
CITY OF SHERWOOD
City of junction city
City of Florence
City of Dayton
City of Monmouth
City of Philomath
City of Sheridan
Seaside Public Library
City of Yoncalla
La Grande Police Department
Cove City Hall
Woodburn City Of
NW PORTLAND INDIAN HEALTH BOARD
Portland Patrol Services
City Of Bend
City Of Coquille
City Of Molalla
ROCKWOOD WATER PEOPLE'S UTILITY
DISTRICT
City of St. Helens
City of North Powder
City of Cornelius, OR
Toledo Police Department
City of Independence
City of Baker City
McMinnville Water & Light
CITY OF SWEETHOME
CITY OF THE DALLES
CLACKAMAS FIRE DIST#1
DESCHUTES PUBLIC LIBRARY
City of Ontario
City of Corvallis Parks and Recreation
North Lincoln Fire & Rescue #1
City of Harrisburg
Gladstone Public Library
CITY OF LINCOLN CITY
City of Milton-Freewater
City of Forest Grove

City Government
City of Mt. Angel

Account Type: County Special District (29 records)

Netarts-Oceanside RFPD
UIUC
Rogue River Fire District
Aurora Rural 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
North Douglas County Fire & EMS
Crooked River Ranch Rural Fire Protection District
PARROTT CREEK CHILD & FAM
South Lane County Fire And Rescue

Account Type: Community College (15 records)

CENTRAL OREGON COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE

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

Account Type: State Agency (36 records)

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

DEPARTMENT OF ADMINISTRATIVE SERVICES
Oregon Tradeswomen
Oregon Convention Center
OREGON SCHL BRDS ASSOCIAT
OREGON DEPARTMENT OF HUMAN SERVICES
CARE OREGON
Central Oregon Home Health and Hos
Oregon Health Care Quality Cor
Opta Oregon Permit Technician
BIENESTAR, INC.
State of Oregon - Department of
Administrative Services
Aging and People with Disabilities
Procurement Services/DAS
STATE OF OREGON

Account Type: Consolidated City/County (2 records)

City of Carlton
City of Pendleton Convention Center

Account Type: Federal (6 records)

US FISH AND WILDLIFE SERVICE
Bonneville Power Administration
Oregon Army National Guard
USDA Forest Service
Yellowhawk Tribal Health Center
ANGELL JOB CORPS

Account Type: Housing Authority (6 records)

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

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.

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.