



REQUEST FOR PROPOSAL

ISSUE DATE: July 17, 2018

RFP #: R-BB-19002

TITLE: FACILITIES MANAGEMENT PRODUCTS AND SOLUTIONS

Sealed proposals must be received and time stamped in **prior to 2:00 PM, August 23rd, 2018**. Offerors are responsible for ensuring that the Purchasing Office receives their proposal submission by the deadline indicated. The time a proposal is received shall be determined by the time stamped by the time clock in the Purchasing Office. **Proposals received after the stated due date and time shall not be considered.**

All questions/requests for information must be submitted in writing, addressed to: Prince William County Schools Purchasing Office, ATTN: RFP No. R-BB-19002, 14715 Bristow Road, Manassas, VA 20112 and to be assured consideration, must be received prior to **4:30 PM, August 7th, 2018**. Questions may be submitted by fax to (703) 791-8610, or email to Brian Burtner, Buyer (burtneba@pwcs.edu). After reviewing any questions/requests submitted, the PWCS Purchasing Office will issue an addendum to respond to items it deems necessary. Changes to this RFP will be made only by written addendum issued by the PWCS Purchasing Office.

**PROPOSALS MAILED SHALL BE SENT
DIRECTLY TO:**

Prince William County Public Schools
Attn: Purchasing Office
Financial Services/Purchasing Room #1500
RFP #R-BB-19002
P.O. Box 389
Manassas, VA 20108

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

Prince William County Public Schools
Attn: Purchasing Office
RFP #R-BB-19002
14715 Bristow Road
Manassas, VA 20112
Attn: Financial Services/Purchasing Room #1500

Addendum No. ____ Date: _____ Addendum No. ____ Date: _____ Addendum No. ____ Date: _____

Information the offerors deems proprietary is to be included in the proposal in the separate section of the proposal identified and included in (TAB 7) of the proposal response. See Proposal Submission Requirements, Section 7.10, in this RFP for additional information.

Proprietary Information Enclosed: ____ YES ____ NO

All proposed exceptions to this RFP, and any proposed changes to the contract documents or terms and conditions, are to be included in (TAB 8) of the proposal response. See Proposal Submission Requirements Section 7.12 in this RFP for additional information.

Proposed Exceptions to the RFP: ____ YES ____ NO

REQUEST FOR PROPOSALS TITLE PAGE - TWO

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

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

STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER

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

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

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

THIS PROPOSAL IS SUBMITTED BY:

Full Legal Name of Offeror: _____

Mailing Address: _____

Phone: (____) _____

Email Address: _____

Tax Identification (FIN/SSN#): _____

Typed/Printed Name: _____

Date: _____

Remittance Address (If Different): _____

Fax: (____) _____

Contact Person: _____

Signature: _____

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

INCLUDE PAGES 1 and 2 OF THIS RFP AS THE FIRST 2 PAGES OF YOUR PROPOSAL RESPONSE



U.S. COMMUNITIES®
GOVERNMENT PURCHASING ALLIANCE



COMPETITIVE SOLICITATION

BY PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

FOR

FACILITIES MANAGEMENT PRODUCTS AND SOLUTIONS

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP #R-BB-19002

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1. U.S. COMMUNITIES OVERVIEW

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) helps Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines 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 are available for use by the respective Lead Public Agency and, also, by other Participating Public Agencies.

National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (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 solicitations, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

Auburn University, AL	Great Valley School District, PA
Beaverton School District, OR	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Charlotte, NC	Los Angeles County, CA
City of Chicago, IL	Maricopa County, AZ
City of El Paso, TX	Miami-Dade County, FL
City of Houston, TX	North Carolina State University, NC
City of Kansas City, MO	Onondaga County, NY
City of Los Angeles, CA	Port of Portland, OR
City of Ocean City, NJ	Prince William County Schools, VA
City of Seattle, WA	San Diego Unified School District, CA
Cobb County, GA	State of Iowa, IA
Denver Public Schools, CO	State of Louisiana, LA
Emory University, GA	The Ohio State University, OH
Fairfax County, VA	The School District of Collier County
Fresno Unified School District, CA	

Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$2.5 Billion Dollars in products and services annually. Each month more than 500 new users register to participate. The continuing rapid growth of public agency participation is fueled by the Program's proven track record of providing unparalleled value to public agencies.

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

Prince William County Public Schools, VA is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached in Exhibit A- U.S. Communities Information.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$250 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Prince William County Public Schools, VA 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. The Advisory Board in 2017 purchased more than \$168 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,
- Over 90 State and Regional Sponsors,
- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training and a host of marketing and sales management tools to effectively increase sales through U.S. Communities.

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.

Prince William County Public Schools, VA 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 District 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) whose response(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.

Format of Proposals

Respondents should provide their response in a single document that includes page numbers so evaluators can easily reference sections of the response. Information should be organized in the same way as the RFP is structured, meaning each question in the RFP should be shown directly followed by the proposer's response.

2. **PURPOSE:**

The Purpose and Intent of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to establish a cooperative contract through competitive negotiations for the acquisition of Facilities Management Products and Solutions. Prince William County Public Schools (herein referred to as PWCS of "Lead Public Agency"), on behalf of itself and all states, local governments, school districts, higher education institutions, other government agencies and nonprofit organizations in the United States of America (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Facilities Management Products and Solutions (herein "Products and Services") in accordance with the statement of needs, terms and conditions stated herein.

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

3. **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.

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

Brian Burtner, CPPB, VCO, Buyer, 703-791-8736, burtneba@pwcs.edu

5. **STATEMENT OF NEEDS**

Offerors are to propose the broadest possible scope of Facilities Management Products and Solutions they offer. The intent of the solicitation is to provide Participating Public Agencies with products and solutions to meet their various needs. Therefore, the Offerors should have demonstrated experience in providing the products and solutions as defined in this RFP. The scope of products and solutions consists of, but is not limited to, the following:

5.1. **General Definition of Products and Solutions**

5.1.1. **Uniforms-**

- 5.1.1.1. Rental of all shirts, pants, outerwear, footwear, food service uniforms, healthcare uniforms, industrial uniforms, cleanroom uniforms, high visibility clothing and flame/acid resistant clothing.
- 5.1.1.2. Direct Purchase of all shirts, pants, outerwear, footwear, food service uniforms, healthcare uniforms, industrial uniforms, cleanroom uniforms, high visibility clothing and flame/acid resistant clothing.

- 5.1.1.3. Lease of all shirts, pants, outerwear, footwear, food service uniforms, healthcare uniforms, industrial uniforms, cleanroom uniforms, high visibility clothing and flame/acid resistant clothing.
- 5.1.2. **Mat, Mop and Cleaning Cloth Services-** including rental, purchase or lease of walk-off mats, logo mats, anti-fatigue mats, wet area mats, wet mop heads, dry mop heads, microfiber mop heads, shop towels, and microfiber cloths.
- 5.1.3. **Restroom Supplies and Replenishment Services-** including installation and regularly scheduled maintenance of dispensers, paper products and chemicals and related services.
- 5.1.4. **Deep Cleaning-** including tile, carpet and coil cleaning.
- 5.1.5. **First Aid and Safety-** including first aid and safety supplies.
- 5.1.6. **AEDs-** including installation of, training on and ongoing service of AEDs.
- 5.1.7. **Fire Protection-** including inspection and monitoring of fire alarms, fire extinguishers, sprinkler systems, clean agent suppression systems, kitchen hood fire suppression systems and emergency/exit lighting.
- 5.1.8. **All Related Products, Services and Solutions –** any related products, services or solutions offered by the proposer.
- 5.2. Offerors are highly encouraged to include in their proposal a description of any significant task not listed in the Scope of Services which they know to be necessary under the proposed contract.
- 5.3. PWCS may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon. The change must be approved by the Supervisor of Purchasing and a Contract Modification issued by the Purchasing Office to change the contract.

6. **PROPOSED SCHEDULE OF IMPLEMENTATION**

<u>Date</u>	<u>Schedule of Items</u>
July 17 th , 2018	Issue Request for Proposals
August 7 th , 2018	Questions/Inquiries Must Be Submitted By 4:00 PM
August 23 rd , 2018	Proposals Due Prior to 2:00 PM
September 12 th , 2018	Discussions with Selected Offerors
September 19 th , 2018	Award Recommendation
November 1, 2018	Award of Contract

7. **PROPOSAL SUBMISSION REQUIREMENTS**

- 7.1. One **(1) complete original proposal** (hardcopy, marked as **“Original”**).
- 7.2. **Two (2) copies** of the complete proposal (**PDF format**) on a **thumb drive**.
- 7.3. **Two (2) “REDACTED COPY” (PDF format) on a thumb drive** that reflects the removal of all proprietary items. Said PDF document shall be **clearly marked as “REDACTED COPY.”**
- 7.4. **One (1) hard copy** that reflects the **removal of all proprietary items**. Said copy shall be **clearly marked as “REDACTED COPY.”**

- 7.5. If there is no proprietary information in the proposal, Offeror must check on page one of the coversheets and the submission of "REDACTED COPIES" is not required.
- 7.6. Submit proposals in sealed envelopes or sealed boxes, and label as indicated below. Offerors are responsible for having their proposal stamped by Purchasing Office staff before the deadline for receipt of proposals. PWCS will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, PWCS will notify the Offerors of the deficiency and request that the appropriate number of copies be delivered by the end of the next two business days. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for PWCS to reject such proposals. Electronic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.

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

From: _____

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

- 7.7. Proposals having any erasures or corrections must be initialed by the offeror in ink.
- 7.8. PWCS will not be responsible for any expense incurred by any offeror in preparing and submitting a proposal.
- 7.9. Use of Information and Documents

PWCS and its officials, employees and agents will copy and use the response of the Offeror and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a contract. Proposals shall be the property of PWCS. Following award PWCS may be required to allow inspection and copying of documents, and may also use the offeror's documents in connection with any resulting contracts with that offeror. The offeror is responsible for obtaining any necessary authorizations for all such use of the documents and information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or information for which the offeror has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned offeror agrees to indemnify, defend and hold PWCS, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the offeror's response.

7.10. Submission of Proprietary Information

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

proposal to proprietary or trade secret information (TAB 7); however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.

7.11. Mandatory Provisions

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

7.12. Submission of Proposed Exceptions

PWCS proposed contract documents and this Request for Proposals contain terms and conditions PWCS favors and intends to use for the resultant contract. **If the Offeror wishes PWCS to consider any changes to these documents, such changes must be submitted as part of the Offeror's proposal.** Any contractor receiving a contract award shall be required to execute a contract in substantial compliance with PWCS standard contract and will be required to furnish all other required contract documents including tax identification or social security number within ten (10) days after receipt of notification that the contract is ready for signature; otherwise, PWCS may award the contract to another Offeror. See Section 6.15, Format and Content of Proposal, for specific instructions regarding the submission and identification of proposed exceptions.

7.13. Format and Content of Proposal

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

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

7.13.2.1. Title Sheet (TAB 1)

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

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

7.13.2.2. Project Methodology/Approach (TAB 2)

Offeror shall respond to the Statement of Needs (Section 4). The Offeror shall provide a written narrative describing the ability to meet the minimum requirements set forth herein. Sufficient detail shall be provided to demonstrate the Offeror's understanding, ability and/or willingness to satisfy all specified requirements. Offeror shall provide a detailed description and explanation of products and services offered in response to each requirement listed in the Statement of Needs, Section 4. Information regarding innovative breakthroughs and any one-of-a-kind programs offered related to Facilities Management Products and Solutions is encouraged.

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

7.13.2.3. Experience of the Offeror and the Project Team (TAB 3)

The Offeror shall indicate the expertise and experience of the firm relative to the statement of needs and specific requirements contained in this RFP.

7.13.2.4. References (TAB 4)

The Offeror shall complete the Contractor Data Sheet (**Attachment C**), to include a minimum of three (3) organizations for whom the Offeror has provided these products of the same or greater scope within the past three (3) years and can attest to the Offeror's qualifications and ability to perform the services described in the Statement of Needs. Include the date(s) when product was provided, the business name, address, and name, telephone number, fax number and e-mail address of the contract administrator.

7.13.2.5. Proposed Costs (TAB 5)

The Offeror shall complete the required spreadsheets shown in Attachment A.

7.13.2.6. Proprietary Information (TAB 6)

Any such information must be submitted under this tab. See Section 7.10 for additional information.

7.13.2.7. Exceptions (TAB 7)

Any exceptions being taken to the RFP must be listed under this tab. See Section 7.12 for additional information.

7.13.2.8. U.S. Communities Worksheet for National Consideration (TAB 8)

Worksheet should be completed and signed.

7.13.2.9. U.S. Communities Supplier Information (TAB 9)

Answers to all questions listed in the Supplier Information section of Attachment G should be provided.

7.13.2.10. U.S. Communities Administration Agreement- signed, unaltered (TAB 10)

7.13.2.11. Other Information (TAB 11)

Provide an example of the end user agreement or service agreement you would require a Participating Public Agency to execute.

7.13.2.12. Attachments (TAB 12)

- 7.13.2.12.1 Attachment B – Completed Contractor Data Sheet
- 7.13.2.12.2 Attachment C – Completed Vendor Information Form
- 7.13.2.12.3 Attachment D – Certificate of Compliance
- 7.13.2.12.4 Attachment E – Non-disclosure Agreement
- 7.13.2.12.5 Attachment F – Sample Contract Form

- 7.14. Oral Presentations/Product Demonstrations: Offerors who submit a proposal in response to this RFP and are ranked among the top, may be required to give an oral presentation of their proposal to PWCS. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Contract Administrator will schedule the time and location of these presentations. Oral presentations/product demonstrations are an option of PWCS and may or may not be conducted.
- 7.15. Withdrawal of Proposals: No proposal can be withdrawn after it is filed unless the Offeror makes a request in writing to the PWCS Supervisor of Purchasing prior to the time set for the opening of proposals or unless PWCS fails to award or issue a notice of intent to award the contract within ninety (120) days after the date fixed for opening proposals.

8. CRITERIA FOR PROPOSAL EVALUATION

<u>Evaluation Criteria</u>	<u>Assigned Weight</u>
8.1. Favorable References	5%
8.2. Proposed Approach/Methodology/Products and Services	30%
8.3. Supplier Information/Qualifications/Ability to Perform	40%
8.4. Proposed Costs	25%

9. METHOD OF AWARD

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

10. CONTRACT TERM & RENEWAL

- 10.1. The initial term of this contract shall be five years from **the date of award to October 31, 2023**, with the option to renew for two (2) additional two-year periods, two-years at a time, upon mutual written consent of the parties to the contract.
- 10.2. The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.
- 10.3. For future contract renewal periods, price increases shall not exceed the percentage increase/decrease in the **Consumer Price Index, Table 1 (<http://stats.bls.gov/news.release/cpi.t01.htm>)**, **Urban Consumers (CPI-U), U. S. City Average, All Items, Unadjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics**. The base price to which any adjustments will be made shall be the prices in effect during the contract period prior to the proposed contract period.
- 10.3.1. At the time of the contract renewal, if costs to Prince William County Schools (PWCS) are restricted by the current percentage increase/decrease of the CPI-U for the latest twelve months,

any unusual circumstances that could not have been foreseen by Contractor occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, the Contractor may request adjustments to the costs to PWCS beyond the current CPI-U cap to reflect the circumstances. *The circumstances must be beyond the control of the Contractor and fully documented.*

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

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

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

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

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

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

11. **SPECIAL TERMS AND CONDITIONS:**

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

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

11.3. **Extra Charges Not Allowed:**

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

11.4. **Failure to Deliver:** Failure to comply with the terms and conditions of this solicitation or to deliver goods and/or services identified in the solicitation and resulting contract at the firm fixed prices quoted will be considered in default of the contract award. Should the Contractor be found in default of the contract, any excess cost which may result from default actions shall be at the expense of the Contractor. The Contractor shall, in this instance, be responsible for any and all costs incurred by PWCS to procure such products elsewhere.

11.5. **General Insurance Requirements:**

11.5.1. The Contractor shall provide to the Supervisor of Purchasing a Certificate of Insurance indicating the coverage below prior to the start of any work under the contract and agrees to maintain such insurance until the completion of the contract. The minimum insurance coverage shall be:

- 11.5.2. Workers Compensation - Virginia Statutory Workers Compensation coverage including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000;
- 11.5.3. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability and, where applicable to the project (as determined by PWCS), Products and Independent Contractors. The general aggregate limit shall apply to this project.
- 11.5.4. The Prince William county School Board should be named as additional insured on the Contractor's commercial general liability insurance policies and any excess liability or umbrella excess policies (if applicable). A thirty (30) day notice of cancellation or non-renewal in writing shall be furnished by the Contractor's insurance carrier(s) or insurance agent(s) to PWCS Purchasing Agent. The insurance certificate shall state contract number and title.
- 11.5.5. Automobile Liability \$1,000,000
- 11.6. Method of Ordering: Prince William County Schools (PWCS) may use three (3) different methods of placing orders from the final contract: Delivery Orders (DO's), Purchase Orders (PC's and PD's), and approved PWCS procurement card (encouraged).
 - 11.6.1. Procurement Card orders and payments may be made by the use of a Prince William County Schools "Procurement" and/or "Single Use" Card. The Procurement and/or Single Use Card is currently a Master Card. Contractors are encouraged to accept this method of order and payment.
 - 11.6.2. Contractors willing to accept PWCS procurement cards should check the box on the Pricing Schedule (Reference Page 25).
- 11.7. 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), the District 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), the District 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 District and be disposed of in accordance with District policy. The District, 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 the District deems necessary, Contractor shall permit District, 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 the District 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.

11.8. 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.

11.9. UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

GENERAL TERMS AND CONDITIONS
(Revised 6/11/14)

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

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

AUTHORITY

1. The Supervisor of Purchasing has been delegated authority for issuance of invitations to bid, request for proposals, modifications, purchase orders and awards approved by and for PWCS. In the discharge of these responsibilities, the Supervisor of Purchasing may be assisted by delegating to Buyers and other Purchasing Office staff. Unless specifically delegated by the Supervisor of Purchasing, no other PWCS officer or employee is authorized to enter into purchase negotiations, change orders, contracts, or in any way obligate PWCS for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void, and PWCS shall not be bound thereby.

CONDITIONS OF BIDDING/OFFERING

2. **OPEN PRICING RECORDS:** The classification of line item prices and/or bid prices as proprietary information or trade secrets is not acceptable. All bid prices will be read aloud at the public bid opening and posted on the PWCS Purchasing website. Any bidder who designates bid prices as proprietary information or trade secrets will be given 48 hours to withdraw this designation. If it is not withdrawn, their bid will be rejected. See § 2.2-4301.3.b.3 of the Virginia Public Procurement Act.
3. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, PWCS will publicly post such notice on the Purchasing Web site, <http://purchasing.departments.pwcs.edu/> for a minimum of 10 calendar days except in emergencies.
4. **CLARIFICATION OF TERMS:** If any prospective Bidder/Officer has questions about the specifications or other solicitation documents, the prospective Bidder/Officer shall contact the Buyer whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by a written addendum issued by the Purchasing Office.
5. **DEBARMENT STATUS:** By submitting their bid/proposal, the Bidder/Officer certifies that he/she is not currently debarred by the Commonwealth of Virginia or PWCS from submitting bids/proposals on contracts for the type of goods and/or services covered by this solicitation, nor is the Bidder/Officer an agent of any person or entity that is currently so debarred.
6. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price times the number of units will govern. Erasures and changes in bids must be initialed by the bidder. Carelessness in quoting prices, omitting portions of the work from the calculations, or in preparation of the bid otherwise will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot otherwise be corrected except as provided in paragraph 16 below, and the bidder will be required to perform if his or her bid is accepted.
7. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bid/proposal, Bidders/Officers certify that their bid/proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder/Officer, supplier, manufacturer or subcontractor in connection with their

bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

8. **INCLEMENT WEATHER:** Due to inclement weather conditions, PWCS may elect to close schools and administration offices. The following is an explanation of the policy:

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

CODE RED: All PWCS schools are closed. Administration offices are closed.

- 8.1 In the event of a delay school opening, all times shall remain as stated in the Invitation for Bid/Request for Proposal.
- 8.2 In the event that PWCS closes on a CODE GREEN, any optional/mandatory pre-bid/proposal conference and all bid/proposal openings will be held as scheduled.
- 8.3 In the event that PWCS closes on a CODE RED, any optional/mandatory pre-bid proposal conference and all bid/proposal openings will be held on the next business day the PWCS experiences a normal opening, a delayed opening, or a school closing on a CODE GREEN, at the time previously scheduled. No exceptions will be made in this matter.
9. **LATE BIDS/PROPOSALS:** To be considered for selection, bids/proposals must be received by the PWCS Purchasing Office by the designated date and hour. The official time used in the receipt of bids/proposals is that time on the automatic time stamp machine in the Purchasing Office. Bids/proposals received in the Purchasing Office after the date and hour designated are non-responsive, automatically disqualified and will not be considered. PWCS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-school mail system or delivery by any other means. It is the sole responsibility of the Bidder/Officer to ensure that his/her bid/proposal reaches the Purchasing Office by the designated date and hour.
10. **MANDATORY USE OF PWCS FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official PWCS form provided for that purpose may be cause for rejection of the bid/proposal. Return of this complete solicitation document is required. Modification of or additions to the General and/or Special Terms and Conditions of this solicitation may be cause for rejection of the bid/proposal; however, the Supervisor of Purchasing reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a bid/proposal as non-responsive. As a precondition to its acceptance, PWCS may, in its sole discretion, request that the Bidder/Officer withdraw or modify non-responsive portions of a bid/proposal, which do not affect quality, quantity, price or delivery schedule.

11. OFFICIAL NOT TO BENEFIT:

- 11.1 Each Bidder/Offeree certifies by signing a bid/proposal that to the best of his/her knowledge no PWCS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid/proposal or as soon thereafter, as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, recession of the contract, or recovery of the cost of the financial benefit from the contractor, recipient, or both.
- 11.2 Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received in connection with the bid/proposal or contract and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, PWCS, as a prerequisite to payment pursuant to the Contractor, or at any time may require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- 11.3 In the event the Bidder/Offeree has knowledge of benefits as outlined above, this information should be submitted with the bid/proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract the Bidder/Offeree shall address the disclosure of such facts to: Supervisor of Purchasing, Prince William County Public Schools, P.O. Box 389, Manassas, VA 20108. The Invitation For Bid/Request for Proposal number shall be referenced in the disclosure.
12. **PRECEDENCE OF TERMS:** PWCS intends for the Contract Documents to be consistent and they shall be interpreted to be consistent if possible. If the Contract Documents conflict, however, the controlling provision will be the one which appears highest in the following list:
- The Notice of Award or Purchase Order/Contract (highest precedence),
 - Addenda,
 - Specifications and drawings,
 - The signed bid/proposal submitted by the Contractor,
 - Invitation for Bid/Request for Proposal,
 - Any Special Terms and Conditions,
 - These General Terms and Conditions (lowest precedence).
13. **QUALIFICATIONS OF BIDDERS/OFFERORS:** PWCS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeree to perform the work/furnish the item(s) and the Bidder/Offeree shall furnish to PWCS all such information and data for this purpose as may be requested. PWCS reserves the right to inspect Bidder's/Offeree's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeree's capabilities. PWCS further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder/Offeree fails to satisfy PWCS that such Bidder/Offeree is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.
14. **TIE BID:** If all bids are for the same total amount or unit price (including authorized discounts and delivery times), the PWCS Supervisor of Purchasing shall award the contract to the tie bidder providing goods produced in Virginia or goods, services or construction provided by Virginia persons, firms or corporations. If there are more than one such tie bid, then the PWCS Supervisor of Purchasing may, in his or her sole discretion, readvertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible Virginia bidders. If there are no responsive and responsible Virginia bidders, then the PWCS

Supervisor of Purchasing may, in his or her sole discretion, readvertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible bidders. The decision of PWCS to make award to one or more such bidders shall be final.

15. **VENDOR REGISTRATION:** All vendors desiring to provide goods and/or services to PWCS shall register on-line at <http://purchasing.departments.pwcs.edu/>. Failure to register will result in the bid/proposal being non-responsive unless good cause is shown for the failure to register.
16. **WITHDRAWAL OF BIDS OR PROPOSALS:** A bid/proposal may be amended and/or withdrawn by a bidder or offeror if the request is received in writing before the due date and hour. The request must be signed by a person authorized to represent the vendor or firm that submitted the bid/proposal. Submission of a subsequent bid/proposal, unless specifically identified as an additional bid, shall constitute the withdrawal of any prior one submitted by the same bidder or offeror on the same Invitation for Bid/Request for Proposal.

Withdrawal of bids/proposals after opening is governed by Code of Virginia § 2.2-4330. The bidder/offeror shall give notice in writing of his/her claim of right to withdraw his/her bid/proposal within two business days after the conclusion of the bid opening or receipt of proposals procedure, and shall submit original work papers with such notice.

SPECIFICATIONS

17. **QUESTIONS CONCERNING SPECIFICATIONS:** Any information relative to interpretation of specifications and drawings shall be requested of PWCS in writing, in ample time before the opening of bids. No inquiries if received by PWCS on or after the fifth day before the date set for the opening of bids will be given any consideration. Any material interpretation of a specification, as determined by PWCS, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than 4:30 p.m. local time on the third day before the date set for receipt of bids. Oral answers will not be authoritative.
18. **TESTING AND INSPECTION:** PWCS reserves the right to conduct any test or inspection it may deem advisable to ensure products/services conform to the specification.
19. **USE OF BRAND NAMES:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders/Offerees to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which PWCS in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, color and suitability for the purpose intended, shall be accepted. The Bidder/Offeree is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable PWCS to determine if the product offered meets the requirements of the solicitation. **ONLY THE INFORMATION FURNISHED WITH THE BID/PROPOSAL WILL BE CONSIDERED IN THE EVALUATION. FAILURE TO FURNISH ADEQUATE DATA FOR EVALUATION PURPOSES MAY RESULT IN DECLARING A BID/PROPOSAL NON-RESPONSIVE.** Unless the Bidder/Offeree clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

CONTRACT PROVISIONS

20. **ANTI-DISCRIMINATION:** By submitting their bid/proposal, the Bidder/Offeree certifies to PWCS that he/she will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as

well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and the Code of Virginia §2.2-4311. In every contract over \$10,000 the provisions in 20.1 and 20.2 below apply:

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

- 20.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 20.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 20.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- 20.4 The Contractor will include the provisions of 20.1, 20.2 and 20.3 above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
21. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to PWCS all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by PWCS under said contract.
22. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act, and any litigation with respect thereto shall be brought in the courts of Prince William County, Virginia, except to the extent that Federal Court is appropriate. The Contractor shall comply with applicable federal, state and local laws and regulations, and be legally authorized to do business in the Commonwealth of Virginia.
23. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of PWCS.
24. **CHANGES TO THE CONTRACT:** PWCS may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as services to be performed, the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give PWCS a credit for any resulting savings. Additionally, an increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
25. **CONTRACT DOCUMENTS/PURCHASE ORDERS:** The Contract entered into by the parties shall consist of the Invitation For Bid/Request for Proposal, the signed bid/proposal submitted by the Contractor, the Notice of Award or Purchase Order/Contract, these General Terms and Conditions and any Special Terms and Conditions, and the listed specifications and drawings, if any, including all modifications thereof, all of which shall be referred to

collectively as the Contract Documents. All time limits stated in the Contract Documents are of the essence of the Contract unless stated otherwise. Orders against contracts will be placed with the Contractor on a Purchase Order or Procurement Card.

26. **COOPERATIVE PURCHASING:** PWCS may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or Invitation for Bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.
 - 26.1 It is the Contractors responsibility to notify the public body(s) of the availability of the contract.
 - 26.2 Each public body has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
 - 26.3 PWCS shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.
27. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees as follows:
 - 27.1 Provide a drug-free workplace for the Contractor's employees.
 - 27.2 Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - 27.3 State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
 - 27.4 Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
28. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to PWCS before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

29. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bid/proposal, Bidders/Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
30. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless PWCS, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against PWCS in consequence of the granting of a contract or which may otherwise result therefrom, if the act was caused through negligence, error, omission, or reckless or intentional misconduct (or, in the case of intellectual property rights, by any act done without proper permission) of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against PWCS in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend PWCS as herein provided.
31. **MODIFICATION OF CONTRACT:** PWCS may, upon mutual agreement with the Contractor, issue written modifications to the scope of work/specifications of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$50,000 or 25%, whichever is greater, without the advance written approval of the Prince William County School Board. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the Supervisor of Purchasing:
- The written modification shall stipulate the mutually-agreed price for the specific addition to or deletion from the scope of work/specifications which shall be added to or deducted from the contract amount.
- The written modification shall stipulate the number of unit quantities added to or deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.
- The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as PWCS may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by PWCS and the Contractor.
32. **NON-DISCRIMINATION OF CONTRACTORS:** Any potential Bidder/Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations are also protected from discrimination on the basis of religious character as provided below.
- 32.1 Faith-based organizations may enter into contracts with PWCS on the same basis as any other nongovernmental source may do so without impairing the religious character of such organization and without diminishing the religious freedom of the beneficiaries of assistance provided under such contracts.
- 32.2 PWCS shall not impose conditions on contracts that restrict the religious character of the faith-based organization, except that money paid to the faith-based organization by or on behalf of PWCS will not be spent for religious worship, instruction, or proselytizing.
- 32.3 Any faith-based organization awarded a contract by PWCS shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by PWCS.
- 32.4 Faith-based organizations retain the right to employ persons of a particular religion to perform work connected with the carrying on by such organization of its activities.
- 32.5 If an award of contract is made to a faith-based organization, and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, PWCS shall offer the individual, within a reasonable period of time after the date of objection, access to equivalent goods, services, or disbursement from an alternative provider.
- 32.6 Any faith-based organization that is awarded a contract to provide goods, services, or disbursements to individuals shall also provide to such individuals a notice in bold face type that states: "Neither the public body's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider."
33. **PRICE REDUCTION:** If at any time after the date of the bid/proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify PWCS of such reduction by letter. **FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT FOR CAUSE.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by PWCS.
34. **SMALL AND MINORITY BUSINESS ENTERPRISES:** It is PWCS intent to undertake every effort to increase opportunity for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Contractor agrees to use their best effort to carry out this intent and ensure that Small and

Minority Businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representation by subcontractors regarding their status as small and/or minority business enterprises in lieu of an independent investigation.

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

35.1 If, through any cause, the Contractor fails to fulfill in a timely and proper manner their obligations under the contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the contract, PWCS shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall at the option of PWCS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

35.2 Notwithstanding the above, the Contractor shall not be relieved of liability to PWCS for damages sustained by PWCS by virtue of any breach of contract by the Contractor. PWCS may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to PWCS from the Contractor is determined.

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

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

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

37.2 Any Bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening/receipt of all bids, but prior to award, except in the event that PWCS decides not to accept any of the bids and to re-solicit. Otherwise, bid records shall be open to public inspection only after award of the contract.

37.3 Bids and proposal records shall be open to the public only after award.

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

37.5 Trade secrets or proprietary information submitted by any bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application shall not be subject to public disclosure under the Virginia Freedom of Information Act if the bidder, offeror, or Contractor invokes the protection of Code of Virginia section 2.2-4342 F, in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected, and states the reasons why protection is necessary.

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

DELIVERY/PAYMENT PROVISIONS

38. **POINT OF DESTINATION:** All materials shipped to PWCS must be shipped FOB DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

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

40. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by Section 1261 of Title 15 of the United States Code (U.S.C.), then the Bidder/Offeror, by submitting his/her bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Bidder/Offeror does not violate any of the prohibitions of Title 15 of the U.S.C. or Section 1263.

41. **MATERIAL SAFETY DATA SHEETS:** Material and Safety Data Sheets shall be provided in English, and if available, Spanish within two (2) business days upon request for each chemical and/or compound offered. Failure on the part of the Contractor to submit such data sheets may be cause for declaring the Contractor in default.

42. **PAYMENT TERMS:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.

43. PAYMENT TO SUBCONTRACTORS:

43.1 A Contractor awarded a contract under this solicitation is hereby obligated to:

43.1.1 Pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from PWCS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

43.1.2 Notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.

43.2 Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from PWCS except for amounts withheld as stated in the paragraph above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. This obligation to pay interest is not an obligation of PWCS, and no contract modification will be made for the purpose of providing reimbursement of the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

43.3 The provisions of 44.1 through 44.3 apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of PWCS or any participating jurisdiction.

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

45. **TRANSPORTATION AND PACKAGING:** By submitting their bids/proposals, all bidders/offers certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

BIDDER/CONTRACTOR REMEDIES

46. **ACCEPTANCE OF BIDS/OFFERS BINDING 90 DAYS:** Unless otherwise specified in the IFB or RFP, all formal bids/offers submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties. Additionally, PWCS may purchase additional quantities at the original firm fixed delivered unit prices for (90) ninety days after date of award.

47. **AWARD OR REJECTION OF BIDS/OFFERS:** The Supervisor of Purchasing shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of PWCS to accept it. Awards made in response to an RFP will be made to the highest qualified offeror whose proposal is determined in writing to be the most advantageous to PWCS taking into consideration the evaluation factors set forth in the RFP. The Supervisor of Purchasing reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of PWCS. Award may be made to as many bidders/ offerors as deemed necessary to fulfill the anticipated requirements of PWCS. The Supervisor of Purchasing also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to PWCS on debt or contract or is a defaulter on surety to PWCS or whether the bidder's PWC taxes or assessments are delinquent; and
- k. Such other information as may be secured by PWCS Supervisor of Purchasing having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the PWCS Supervisor of Purchasing shall so notify that bidder and shall have recorded the reasons in the contract file.

48. **CONTRACTUAL DISPUTES:** Any dispute concerning a question of act including claims for money or other relief as a result of a contract with PWCS which is not disposed of by agreement shall be declared by the Supervisor of Purchasing, who shall reduce a decision to writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. The decision of the Supervisor of Purchasing shall be final and conclusive unless the Contractor appeals within ten (10) days of receipt of the written decision. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, as a condition precedent to consideration of the claim, the Contractor must give written notice of the intention to file such a claim at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment.

49. **DELIVERY/SERVICE FAILURES:** Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by PWCS, or failure to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by PWCS, shall constitute grounds for PWCS to "Cover" by purchasing in the open market articles or services of comparable grade or quality to replace the services or articles rejected or not delivered. On all such purchases, the Contractor shall reimburse PWCS, within a reasonable time specified by PWCS, for any expense incurred in excess of contract prices, or, in PWCS's sole discretion, PWCS shall deduct the cost of Cover from any amounts due to Contractor. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, PWCS reserves the right to use or consume articles delivered or services performed which are

substandard in quality, subject to an adjustment in price to be determined by PWCS.

50. **EXHAUSTION OF ADMINISTRATIVE REMEDIES:** No potential Bidder/Offeree or Contractor shall institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and until all statutory requirements have been met.
51. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder may protest the award or decision to award a contract by submitting a protest in writing to the Bid Protest Officer no later than ten (10) calendar days after public notice of the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten (10) calendar days after posting or publication of the notice of such contract. The written protest shall include the basis for the protest and the relief sought. The Bid Protest Officer shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for the action taken. Any offeror may protest the award or decision to award a contract by submitting a protest in writing to PWCS, or an official designated by PWCS, no later than ten (10) calendar days after the award or the announcement of the decision to award, whichever occurs first.
- 51.1 If prior to award it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Supervisor of Purchasing shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by PWCS. Where the award has been made and performance has begun, the Supervisor of Purchasing may declare the contract void upon a finding that this action is in the best interest of PWCS. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- 51.2 Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.
- 51.3 An award need not be delayed for the period allowed a Bidder/Offeree to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.
52. **RESPONSIBILITY FOR SUPPLIES TENDERED:** Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, PWCS may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

PROPOSED PRICING

Offerors shall submit proposed costs for all the products being offered that they are capable of providing. All proposed costs shall be in the form of discount from list/catalog price.

Prices should be based on the estimated quantity stated on page 6 of the RFP. Requirements not resulting in an order in the quantities described as “estimated,” shall not constitute the basis for an equitable price adjustment.

Proposers should complete all sheets in the Pricing Attachment workbook. These include:

1. Market Basket- Rental: This is NOT a core list. This information is to be used for evaluation purposes only. Prices proposed here should reflect the discount offered in the Discount by Category sheet.
2. Market Basket- Purchase: This is NOT a core list. This information is to be used for evaluation purposes only. Prices proposed here should reflect the discount offered in the Discount by Category sheet.
3. Market Basket- Safety: This is NOT a core list. This information is to be used for evaluation purposes only. Prices proposed here should reflect the discount offered in the Discount by Category sheet.
4. Discount by Category: Note, additional categories may be added as needed. Proposers should, also, indicate any other incentives/discounts they offer to Participating Public Agencies.
5. Additional Charges: Proposers should list any additional charges that will be applied to Participating Public Agencies.
6. Proposer will accept PWCS Procurement Card for payment: Yes _____, No _____.

REP #R-BB-19002 - FACILITIES MAINTENANCE SOLUTIONS
NATIONAL MARKET BASKET

THIS MARKET BASKET IS A GENERAL REPRESENTATION OF A CROSS SECTION OF UNIFORMS RENTED NATIONWIDE. THIS IS NOT A CORE LIST. PRICING SUBMITTED ON THIS SHEET SHOULD MATCH THE DISCOUNTS OFFERED IN THE DISCOUNT BY CATEGORY. DO NOT INCLUDE ANY ADDITIONAL CHARGES IN THESE PRICES.

Item Number	Make	Supplier Item Number	UOM	Description	Proposed Price/Equipment Details					Description of Quoted Item (if different)
					Discount (Percentage from Discount by Category)	Price for Weekly Lease (no cleaning)	Price for Weekly Rental (with cleaning)	Loss/Replacement Charge (EA)	Make/Model of Quoted Item (if different)	
1	Cintas	935	EA	COMFORT WORK SHIRTS 65/35 POLY COTTON						
2	Cintas	273	EA	HIGH IMAGE WORK SHIRT 65/35 POLY/COTTON						
3	Cintas	65273	EA	HIGH IMAGE WOMENS WORK SHIRT 65/35 POLY/COTTON						
4	Cintas	945	EA	COMFORT WORK PANTS 65/35 POLY/COTTON						
5	Cintas	865	EA	PLEATED COMFORT WORK PANTS 65/35 POLY/COTTON						
6	Cintas	270	EA	COMFORT WORK CARGO PANTS 65/35 POLY/COTTON						
7	Cintas	370	EA	COMFORT WORK CARGO SHORTS 65/35 POLY/COTTON						
8	Cintas	205	EA	WOMENS COMFORT WORK SHIRT W/ POCKET 65/35 POLY/COTTON						
9	Cintas	330	EA	COTTON WORK SHIRT 100% COTTON						
10	Cintas	340	EA	COTTON WORK PANTS 100%						
11	Cintas	394	EA	JEAN PANT 100% COTTON						
12	GriefWorks	82670	EA	Chef Coat 65/35 POLY/COTTON						
13	GriefWorks	71125	EA	ELASTIC WAIST CHEF PANTS W/ DRAWSTRING 65/35 POLY/COTTON						
14	Cintas	833	EA	FOOD PROCESSING SHIRT White/Blue (no pockets, grippers) 65/35 POLY/COTTON						
15	Cintas	374	EA	EXECUTIVE DRESS SHIRTS 57/43 POLY/COTTON						
16	Cintas	275	EA	HIGH IMAGE PERFORMANCE POLO SHIRT 100% MICROFIBER POLY						
17	Cintas	66275	EA	WOMENS HIGH IMAGE PERFORMANCE POLO SHIRT 100% MICROFIBER POLY						
18	Cintas	390	EA	WOMENS FIT COMFORT WORK PANT 65/35 POLY/COTTON (SLIM FIT)						
19	Cintas	395	EA	WOMENS FIT COMFORT WORK PANT 65/35 POLY/COTTON						
20	Cintas	259	EA	PRO-KNIT POLO SHIRTS MOISTURE WICKING 100% POLY						
21	Cintas	268	EA	PRO-KNIT T-SHIRTS 100% POLY						
22	Cintas	970	EA	UNED SERVICE JACKET 65/35 POLY/COTTON						
23	Cintas	366	EA	HIGH IMAGE JACKET 65/35 POLY/COTTON						
24	Cintas	912	EA	Coverall 7.5oz 65/35 POLY/COTTON						
25	Cintas	925	EA	White Lab Coat 80/20 POLY/COTTON						
26	Cintas	82497	EA	White Polyester Butcher Coat 100% POLY						
27	Carhartt	384	EA	CARHARTT SHIRT 100% COTTON						
28	Carhartt	381	EA	CARHARTT 5 POCKET JEANS 100% COTTON						
29	Carhartt	382	EA	CARHARTT CARPENTER JEANS 100% COTTON						
30	Carhartt	383	EA	CARHARTT WORK PANTS 100% COTTON						
31	CARHART	280	EA	FLAME RESISTANT JEAN						
32	CARHART	290	EA	FLAME RESISTANT CARPENTER JEAN						
33	Carhartt	294	EA	FLAME RESISTANT WORK SHIRT						
34	Carhartt	371	EA	FLAME RESISTANT WORK PANT						
35	CARHART	391	EA	FLAME RESISTANT COVERALL						
36	Happy Chef	8841	EA	FOOD SERVICE, POLO SHIRT S-XL						
37	Happy Chef	517	EA	FOOD SERVICE, CHEF COAT, XS-XL						
38	Happy Chef	67627	EA	FOOD SERVICE, V-NECK APRON, ONE SIZE						
39	Happy Chef	317	EA	FOOD SERVICE, FEMALE CHEF COAT, XS-XL						
40	Happy Chef	48480	EA	FOOD SERVICE, CHEF HAT, STUDENT BERET						
41	Happy Chef	100446	EA	FOOD SERVICE, SKULL CAP, FLAT TOP						
42	Cintas	10196	EA	3x5 Traffic Mat						
43	Cintas	1801	EA	2X3 SPRING STEP						
44	Cintas	1802	EA	3X5 SPRING STEP						
45	Cintas	84302	EA	3X5 SAFETY MAT						
46	Cintas	84301	EA	3X5 LOGO MAT						
47	Cintas	6913	EA	24OZ SYNTH WET MOP						
48	Cintas	9582	EA	PULSE MOP						
49	Cintas	9581	EA	DUAL CHAMBER MOP BUCKET						
50	Cintas	7116	EA	12" MICROFIBER MOP HEAD						
51	Cintas	7001	EA	36" MICROFIBER MOP						
52	Cintas	7245	EA	MICROFIBER MOP HANDLE						
53	Cintas	9314	EA	HEAVY DUTY SOAP SCRUB SERVICE - 1000 ml						
54	Cintas	9313	EA	MOISTURIZING SOAP REFILL - 1000 ml						
55	Cintas	9332	EA	ANTIBACTERIAL GEL SOAP SERVICE - 1000 ml						

RFP #R-BB-19002- FACILITIES MAINTENANCE SOLUTIONS
NATIONAL MARKET BASKET

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Nationwide Usage				Proposed Price/Equipment Details			
Item Number	Make	Supplier Item Number	UOM	Description	Discount (Percentage from Discount by Category)	Purchase Price	Make/Model of Quoted Item (if different)
1	Cintas	935	EA	COMFORT WORK SHIRTS 65/35 POLY COTTON			
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50	Cintas	7116	EA	12" MICROFIBER MOP HEAD			
51	Cintas	7001	EA	36" MICROFIBER MOP			
52	Cintas	7245	EA	MICROFIBER MOP HANDLE			
53	Cintas	9314	EA	HEAVY DUTY SOAP SCRUB SERVICE - 1000 ml			
54	Cintas	9313	EA	MOISTURIZING SOAP REFILL - 1000 ml			
55	Cintas	9332	EA	ANTIBACTERIAL GEL SOAP SERVICE - 1000 ml			

**RFP #R-BB-19002 - FACILITIES MAINTENANCE SOLUTIONS
NATIONAL MARKET BASKET**

THIS MARKET BASKET IS A GENERAL REPRESENTATION OF A CROSS SECTION OF SAFETY PRODUCTS PURCHASED NATIONWIDE. **THIS IS NOT A CORE LIST. PRICING SUBMITTED ON THIS SHEET SHOULD MATCH THE DISCOUNTS OFFERED IN THE DISCOUNT BY CATEGORY. DO NOT INCLUDE ANY ADDITIONAL CHARGES IN THESE PRICES.**

Annual Nationwide Usage					Proposed Price/Equipment Details				
Item Number	Make	Supplier Item Number	Description	UOM	Quantity per UOM	Discount (Percentage from Discount by Category)	Unit Price	Make/Model of Quoted Item (if different)	Description of Quoted Item (if different)
1	CINTAS	280020	LENS/SCREEN PADS 100/BX	EA	100				
2	CINTAS	163050	BURN RELIEF PACKET/ 6 PK	BAG	6 packets				
3	CINTAS	1030300	WOUNDSEAL POUR PACK (2)	EA	2				
4	CINTAS	119260	ALLERGY RELIEF TABLET MED	BOX	2/10cnt blister paks				
5	CINTAS	121220	ALEVE SMALL	BAG	5 packs				
6	CINTAS	573772	DAYQUIL SEVERE SMALL	BAG	5 packets				
7	CINTAS	79191	MUCINEX SMALL	BAG	3 packets				
8	CINTAS	111929	IBUPROFEN TABS SMALL	BOX	20 packets				
9	CINTAS	112039	COLD RELIEF MAX/STR MED	BOX	40 packets				
10	CINTAS	12221	LIQUID BANDAGE SMALL	BAG	5 pipettes				
11	CINTAS	111989	IBUPROFEN TABS MEDIUM	BOX	50 packets				
12	CINTAS	111999	IBUPROFEN TABS LRG	BOX	125 packets				
13	CINTAS	150110	TWEEZERS, METAL IND/3PK	PAC	3 tweezers				
14	CINTAS	51030	HAND SANITIZER SMALL	BAG	10 packets				
15	CINTAS	130479	EYEWASH, 1/2OZ MEDIUM	BOX	5 bottles				
16	CINTAS	122249	GLUCOSE, SMALL	PAC	2 packs				
17	CINTAS	102435	LIPAD SMALL	BAG	10 packets				
18	CINTAS	102640	BIOFREEZE MUSCLE RLF SM	BAG	5 packets				
19	CINTAS	119250	ANTI-DIARRHEAL CAPLETS SM	BOX	12 caplets				
20	CINTAS	43729	X-LONG BANDAGE MEDIUM	BOX	25 bandages				
21	CINTAS	164010	COOL&SOOTHE 6/BOX	BOX	6 packets				
22	CINTAS	111529	PAIN AWAY X-STRENGTH SM	BAG	25 packets				
23	CINTAS	43658	WATERPROOF CLEAR STRIPS	BOX	30 bandages				
24	CINTAS	44269	ELASTIC STRIP MEDIUM	BOX	50 bandages				
25	CINTAS	111180	ASPIRIN ORG ST 50CT	BOX	25 packets				
26	CINTAS	130000	THERA TEARS, SMALL	PAC	4 vials				
27	CINTAS	100019	TRIPLE ANTIBIOTIC OINT MD	BOX	20 packets				
28	CINTAS	112029	COLD RELIEF MAX/STR SM	BAG	25 packets				
29	CINTAS	44429	LARGE PATCH 2"X3", MED	BOX	15 bandages				

RFP #R-BB-19002 - FACILITIES MAINTENANCE SOLUTIONS
DISCOUNT BY PRODUCT CATEGORY

PROPOSERS SHOULD INPUT A DISCOUNT RATE FOR EACH CATEGORY THEY PROVIDE BELOW. ADDITIONAL CATEGORIES MAY BE ADDED AS NEEDED.

Category Number	Category	Discount (% from published/book rate)	Verifiable Published Price List ID	Comments
1	Uniform Rental			
2	Uniform Leasing			
3	Uniform Purchase			
4	Shoe Purchase			
5	Mat/Mop Rental			
6	Mat/Mop Leasing			
7	Mat/Mop Purchase			
8	Restroom Supplies			
9	Restroom Services			
10	Deep Cleaning Services			
11	First Aid/Safety Supplies			
12	AEDs			
13	Fire Protection Services			
14	Promotional Products			
15	Miscellaneous			
16	Other			

Additional Discounts Offered	
1	Volume Discount
2	Ecommerce Rebate
3	Sole Vendor Discount
4	Other

RFP #R-BB-19002 - FACILITIES MAINTENANCE SOLUTIONS
ADDITIONAL CHARGES

PROPOSERS SHOULD IDENTIFY ALL ADDITIONAL CHARGES THAT WILL BE ADDED TO THOSE RATES INDICATED ON DISCOUNT BY PRODUCT CATEGORY. PLEASE USE THE COMMENTS SECTION TO BE AS SPECIFIC AS POSSIBLE ABOUT WHERE ADDITIONAL CHARGES WILL APPLY. FOR CHARGES THAT DO NOT APPLY TO PROPOSER, PLEASE ENTER "N/A". ADDITIONAL CHARGES MAY BE LISTED IF NECESSARY.

Potential Additional Charges	Comments
Truck Charge	
Set-up Charge to Move Truck	
Floor Change Charge per Floor	
Furniture Moving Charge per Hour	
Spotting Price per Hour	
Mileage Charge	
Minimum Stop Charge	
Cancellation Charge	
Gum Removal	
Wax or Sealant Removal	
Embroidery Charge	
Other	

Solicitation # R-BB-19002

CONTRACTOR DATA SHEET

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

1.	Customer Name: _____	Contact Name: _____	Contact Title: _____
Address: _____ _____ _____			Phone No. _____
<u>E-mail:</u> _____			Fax No. _____

2.	Customer Name: _____	Contact Name: _____	Contact Title: _____
Address: _____ _____ _____			Phone No. _____
<u>E-mail:</u> _____			Fax No. _____

3.	Customer Name: _____	Contact Name: _____	Contact Title: _____
Address: _____ _____ _____			Phone No. _____
<u>E-mail:</u> _____			Fax No. _____

**PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
Purchasing Office**

VENDOR INFORMATION FORM

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

Ordering/Purchase Order Submission:

Legal Business Name: _____

D/B/A: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Email: _____

Tax ID#: _____

Remittance: Check box if same as above ☐

Legal Business Name: _____

Address: _____

City, State, Zip: _____

Contact Information:

Name: _____

Title: _____

Phone: _____ Fax: _____

E-mail Address: _____

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

- **Register on-line, click on "Vendor Registration"**
- **Obtain a W-9 form and instructions**



Prince William County

PUBLIC SCHOOLS

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®

CERTIFICATE OF COMPLIANCE

Code of Virginia §22.1-296.1

As a condition of contract award, Contractor/Vendor providing contracted services requiring direct contact with students on school property during regular school hours or school-sponsored activities/programs shall execute this document certifying that neither the Contractor nor any employee of the Contractor has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child or a barrier crime as defined and regulated under VA statutes 19.2-392.02 and 63.2-1719 through 1725 as applicable.

This certification shall be binding upon the Contractor and their employees providing services throughout the term of the contract or purchase order, including any extensions or renewals.

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

Company Name

R-BB-19002

Solicitation #

Company Address

Company Phone Number

Print Name of Authorized Representative

Authorized Representative Title

Authorized Representative Signature

Date

NON-DISCLOSURE AGREEMENT

Prince William County Public Schools

THIS AGREEMENT, made and entered into as of this _____ day of _____, _____ by and between _____, having its principal office at _____, hereinafter "Company" and Prince William County Public Schools (PWCS), having its principal office at Prince William County, The Commonwealth of Virginia, hereinafter "PWCS", establishes the terms and conditions under which the parties agree to exchange or disclose certain information, some of which may be confidential and proprietary and subject to the restrictions on use and disclosure that are expressed in this Agreement.

WHEREAS, the parties contemplate furnishing to or acquiring from each other data, services, or goods with the potential that the parties may do business together, and

WHEREAS, certain confidential and proprietary technical, financial, business, employee, student or other information, including but not limited to reports, plans, documents, drawings, machines, writings samples, tools, models, software, materials, and know-how may be disclosed between the parties orally or in writing.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Maintenance and Limited Disclosure of Confidential Information

- A. PWCS has developed certain information, some of which it considers to be confidential and proprietary information not publicly announced or disclosed, that relates to a _____. PWCS agrees to make a limited disclosure of this information to company solely for the purpose of providing a _____.
- B. The parties hereby agree that all Information (written, oral or otherwise) is presumed to be confidential unless it is clearly marked otherwise.
- C. The parties hereby agree that all Confidential Information disclosed under this Agreement, unless written consent is otherwise granted by the disclosing party, shall continue to be maintained in confidence until returned or destroyed and shall be used solely in connection with the obligations undertaken in this Agreement.
- D. The parties hereby agree that the obligations imposed upon either party herein shall not apply to Confidential Information which:
 - 1. is or becomes publicly known through no wrongful act of the receiving party; or
 - 2. was in the public domain at the time it was disclosed to the receiving party; or
 - 3. was known to the receiving party at the time it was disclosed; or
 - 4. is or was rightfully received from another without any breach of this Agreement; or
 - 5. is independently developed by the receiving party; or
 - 6. is approved for release by prior written authorization of the discloser; or
 - 7. is required by operation of law to be disclosed.

The party seeking to establish such an exception has the burden of proving it with written documentation.

2. Security

- A. Access to all Confidential Information shall be restricted to those employees and persons in the receiving party's immediate organization (excluding parent corporations, subsidiaries, etc.) having a need to know to perform services specifically requested by one party or the other to fulfill the purpose of this Agreement. Such employees or persons shall be notified of the proprietary nature of such Confidential Information, and the receiving party shall use the same degree of care as it employs with its own Confidential Information, but in all events shall use at least a reasonable degree of care.
- B. Reasonable care to protect the Confidential Information shall include security at receiver's facilities, limiting access to a need to know basis, employee confidentiality agreements, with no expiration date, employee identification and education as to the need for security and confidentiality, direct instruction by the supervisors of the employees receiving the information not to re-disclose the information, and all other steps necessary to meet a standard of reasonable care.

3. Limitation of Rights

- A. Nothing contained in this Agreement shall be construed as granting any license of rights to any intellectual property, including, but not limited to, patents, trademarks, copyrights, mask works in semiconductor chips or other proprietary information.
- B. No furnishing of Confidential Information and no obligation hereunder shall obligate either party to enter into any further Agreement or negotiation with the other, or to refrain from entering into an agreement or negotiation with any other party which does not breach any of its obligations under this Agreement.

4. Termination

All copies, regardless of the medium, evidencing any and all disclosed Confidential Information shall be promptly returned by the receiving party to the disclosing party upon written request by the disclosing party. The receiving party shall certify in writing that it has returned (or destroyed as in the case of fixation in computer storage mediums) all copies of the Information in its possession.

5. Continuation of Confidential Obligations

The obligations of Paragraphs 1-4, except as otherwise provided in Paragraph 1.D, shall remain in effect and bind or inure to the benefit of the heirs, successors, assignees, and legal representatives of each party to this Agreement after expiration or termination of this Agreement.

6. Disputes and Arbitration

The parties agree that any disputes or questions arising under this Agreement, including the construction and application of this Agreement, shall be settled in a court of law with proper jurisdiction being Prince William County, the Commonwealth of Virginia.

7. General

- A. This Agreement constitutes the entire agreement between the parties, superseding any and all prior or contemporaneous oral or written representations, communications, understandings or agreements with regard to the subject matter hereof.
- B. Any and all modifications or amendments to the Agreement must be in writing and signed by both parties.

- C. Each party acknowledges that this Agreement is a valid and legally binding obligation that has been executed by an authorized representative.
- D. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Virginia.
- E. A copy of this Agreement transmitted via facsimile, bearing the signature of one or both parties shall be deemed to be of the same legal force and effect as an original of the Agreement bearing such signature(s) as originally written by such one or both parties.

8. Third Party Beneficiaries

The data subjects (as defined in Virginia Code § 2.2-3801) about whom information is disclosed under this Agreement are intended by the parties to be third party beneficiaries of this Agreement.

COMPANY

Name: _____

Title: _____

Signature: _____

Date: _____



Prince William County
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CONTRACT

CONTRACT NUMBER:

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

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

1. **SCOPE OF CONTRACT:** Contractor shall provide all necessary parts, labor, tools, materials, equipment and resources as may be required for _____ in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
 - 2.1. This signed Contract document.
 - 2.2. PWCS Request for Proposals (list all addendums)
 - 2.3. Contractor's proposal response dated _____.
 - 2.4. Certificate of Compliance – RFP Document Attachment E
3. **CONTRACT TERM AND RENEWAL:**
 - 3.1. The initial term of this contract shall be from the date of award to _____, 20XX, with the option to renew for four additional one-year periods, one year at a time, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
 - 3.2. For future contract renewal periods, price increases shall not exceed the percentage increase/decrease in the Consumer Price Index, Table 1 (<http://stats.bls.gov/news.release/cpi.t0.htm>), Urban Consumers (CPI-U), U. S. City Average, All Items, Unadjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract period prior to the proposed contract period.
 - 3.2.1 At the time of the contract renewal, if costs to Prince William County Schools (PWCS) are restricted by the current percentage increase/decrease of the CPI-U for the latest twelve months, any unusual circumstances that could not have been foreseen by Contractor occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, the Contractor may request adjustments to the costs to PWCS beyond the

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

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

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

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

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

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

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

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

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

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

5. **TIME OF PERFORMANCE:**

6. **PRICING:**

7. **PAYMENT TERMS:**

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

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

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

CONTRACTOR:

Authorized Signature

Type Name

Title

Date

PURCHASING AGENCY:

Authorized Signature

Jim Totty, CPPO, C.P.M.

Type Name

Supervisor of Purchasing

Title

Date

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 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 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,

online marketing 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 Supplier's best overall pricing and value to eligible agencies, (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 on a national, regional or local level 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 that is accessible from Supplier's homepage or main menu navigation 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.

U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached below) and submit with the supplier's proposal without exception or alteration. Failure to do so shall result in disqualification.

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

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

- A. Will pricing for all Products/Services offered 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 products and services to any Participating Public Agency in all 50 states?
YES _____ *NO _____
(*If no, identify the states where you do not have the ability to provide products and services to Participating Public Agencies.)
- 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 _____
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)
- D. Check which applies for your company sales last year in the United States:
_____ Sales between \$0 and \$25,000,000
_____ Sales between \$25,000,001 and \$50,000,000
_____ Sales between \$50,000,001 and \$100,000,000
_____ Sales greater than \$100,000,001
- E. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?
YES _____ NO _____
- F. Does your company maintain records of your Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES _____ NO _____
- G. Will your company commit to the following implementation schedule?
YES _____ NO _____
- H. Will the U.S. Communities 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		One Week
Initial Kick Off Call to discuss expectations		
Set Contract Launch Date & Outline Kick Off Plan		
Establish initial contact people & roles/responsibilities		
Supplier Log-In Credentials established		
Set Agency Webinar Dates		
2. Executed Legal Documents		One Week
U.S. Communities Admin Agreement		
Lead Public Agency agreement signed		
3. Program Contact Requirements		One Week
Supplier contacts communicated to U.S. Communities Staff		
Dedicated email		
Dedicated toll free number		
4. Second Conference Call		Two Weeks
Establish Sales Training Webinar Dates		
Complete Supplier Set Up Form		
Complete User Account and User ID Form		
Identify Dates for Senior Management Meeting		
Review Contract Commitments		
5. Marketing Kick Off Call		Two Weeks
Overview of Marketing Requirements		
Establish Timeline for Marketing Deliverables		
Set Weekly Marketing Call		
Discuss Agency Webinar Slides & Set Timeframe for Deliverables		
6. Initial NAM & Staff Training Meetings		Three Weeks
Discuss expectations, roles & responsibilities		
Introduce and review web-based tools		
Review process & expectations of Lead Referral contact with NAM & identified LRC		
7. Senior Management Meeting		Four Weeks
Implementation Process Progress Report		
U.S. Communities & Vendor Organizational Overview		
Supplier Manager to review & further discuss commitments		
8. Review Top Joint Target Opportunities		Five Weeks
Top 10 Local Contracts		
Review top U.S. Communities PPA's		
9. Web Development		
Initiate E-Commerce Conversation		Two Weeks
Product Upload to U.S. Communities site		Five Weeks
10. Sales Training & Roll Out		
Program Manager briefing - Coordinate with NAM		Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM		Three Weeks
Initiate contact with Advisory Board (AB) members		Six Weeks
Determine PM & Local Metro teams strategy sessions		Six Weeks
11. Marketing – see marketing deliverables checklist as reviewed with marketing contact		Eight Weeks
12. Agency Webinars		Post Launch

SUPPLIER INFORMATION

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

National Commitments

1. Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy and Sales) shown in Exhibit A- U.S. Communities Information, Supplier Qualifications.

Company Overview

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

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	San Francisco	CA
10	Atlanta	GA
12	Boise	ID
6	Lexington	KY
5	New Orleans	LA
3	Philadelphia	PA
	Etc.	Etc.
Total: 366		

2. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.
3. Explain how your company will educate its sales force about the Master Agreement.
4. Provide the company annual sales for 2015, 2016 and 2017 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2015, 2016, AND 2017			
Segment	2015 Sales	2016 Sales	2017 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. For the **proposed products and services included in the scope of your response**, provide annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2015, 2016, AND 2017			
Segment	2015 Sales	2016 Sales	2017 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

6. Provide a list of your company's ten largest public agency customers, including contact information.
7. Please list any existing regional and/or national cooperative purchasing programs. Provide the entity's name(s), contract scope, contract term (including contract options) and annual volume by year for each of the last three years.

Order Processing and Distribution

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.
2. In what formats do you accept orders (telephone, ecommerce, etc.)?
3. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

4. Please provide a sample invoice that shows how a customer can see extra charges that are assessed to their account.
5. What system do you use to track garments as they are picked up and returned to a customer location?
6. What is your return rate (rate of successfully returning the correct garments to the correct users)?
7. Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.
8. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
9. Describe how your company proposes to distribute the products and services nationwide.
10. Provide the number, size and location of your company's distribution facilities, warehouses, support centers and retail network (if applicable).
11. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.
12. Describe your company's ecommerce capabilities:
 - a. Include details about your company's ability to create punch out sites and accept orders electronically.
 - b. Provide detail on your company's ability to integrate with a public agency's ERP/purchasing system (Oracle, SAP, Jaggaer, etc.). Please include some details about the resources you have in place to support these integrations.
13. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
 - a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), etc.
 - b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Marketing and Sales

1. Provide a detailed outline of your company's sales and marketing plan for marketing your offering to eligible agencies nationwide.

2. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?
3. Please describe your sales goals if awarded the Master Agreement, including targeted dollar volume by year:

\$ _____.00 in year one
 \$ _____.00 in year two
 \$ _____.00 in year three

National Staffing Plan

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in Exhibit A- U.S. Communities Information, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.
2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

<u>Role</u>	<u>Description of Role</u>	<u>Person Responsible and Title</u>	<u>Time Commitment (%)</u>
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.		
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.		
Lead Referral Manager	Responsible for distributing leads generated through the USC website.		
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.		
IT Lead	Responsible for building USC landing page for supplier.		
Reporting Lead	Responsible for providing monthly reports to USC.		

3. Provide an organizational chart of your company.
4. Submit a bio for each of the below personnel:
 - a. The person your company proposes to serve as the National Accounts Manager;
 - b. Each person that will have primary responsibility for 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 how your offering meets the requirements set forth in Section 4 of the RFP. The primary objective is for each Supplier to provide its complete offering so that Participating Public Agencies may purchase a range of products and services as appropriate for their needs.
2. Please describe any training and educational programs you offer. This may include the ability to provide on-site or online training and educational seminars or technical knowledge.
3. Please provide any consulting services included in your offering. Examples include inventory solutions, emergency preparedness programs and design services.
4. For uniform rental programs, how do you ensure each employee receives their specific uniforms each time they are laundered?
5. Do you inspect rental garments for quality each time they are laundered? What is the criteria used to decide if an item needs to be repaired or replaced?
6. How does an employee know what size garment to order? Can you provide fit samples? If yes, what is the cost? How do you manage size exchanges?
7. Can you embroider uniforms? If yes, please specify cost and lead time.
8. With what frequency do you pick up uniforms for rental uniform programs? How quickly are the clean uniforms returned?
9. How do you handle lost garments? What is the replacement cost?
10. How do you dispose of old uniforms?
11. Do you allow for temporary suspension of uniform rentals if an employee is on vacation or leave?
12. What is the set up process when a new employee is added to an existing rental program? What is the process for removing an employee indefinitely?

13. Are you able to provide at no charge lockers, soiled hampers, rolling racks, and storage bins?

Environmental

1. Provide a brief description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.
2. Describe your company's process for defining, verifying, and labeling green/sustainable products and services in your offering. Explain how you help public agencies navigate toward the green products in your offering through website filters, keyword searches, displaying eco-logos, etc.
3. Please indicate if you have any products in your offering that have any third-party environmental certifications, such as:
 - a. Biodegradable Products Institute (e.g., compostable bags, food service ware, etc.)
 - b. Consortium for Energy Efficiency (lamps)
 - c. Cradle to Cradle (e.g., building materials, construction adhesives, paint)
 - d. Design Lights Consortium (e.g., LED lighting equipment)
 - e. ENERGY STAR (e.g., appliances, HVAC and lighting equipment)
 - f. Green Seal (e.g., cleaners, hand soap, janitorial paper products, paint)
 - g. Master Painters Institute (MPI) Green Performance Standard (paints and coatings)
 - h. NEMA Premium Efficiency (e.g., motors, ballasts)
 - i. Scientific Certification Systems (SCS) FloorScore (e.g., carpet, flooring, flooring adhesives, underlayment, etc.)
 - j. Scientific Certification Systems (SCS) Indoor Advantage (building materials, furniture, etc.)
 - k. UL GREENGUARD (adhesives, flooring, insulation, sealants, etc.);
 - l. UL EcoLogo (cleaners, deodorizers, hand soaps and sanitizers, floor polish and strippers, etc.)
 - m. USDA Biobased (lubricants, building materials, etc.)
 - n. US EPA Safer Choice (cleaners, hand soaps, deicers, floor maintenance chemicals)
 - o. WaterSense (water efficient fixtures, toilets, etc.)
4. Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, paint, chemicals, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.
5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Financial Statements

1. Submit your latest Dun & Bradstreet report.

2. Please include an audited income statement and balance sheet from the most recent reporting period.

Additional Information

Please use this opportunity to describe any other offerings your organization can provide that you feel will give additional value and benefit to Participating Public Agencies.

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 in an administrative capacity 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 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 indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under 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 ordinance, 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 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 the Lead Public Agency, 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), and the Association of School Business Officials (ASBO) (collectively, the "Founding Co-Sponsors") and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

(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, with scheduling assistance from Supplier, conduct training sessions and 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 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, online marketing 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 Supplier's best overall pricing and value to eligible agencies, (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 on a national, regional or local level 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 that is accessible from Supplier's homepage or main menu navigation 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. 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. 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. 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.

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.

5.4 **Online Reporting.** Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) U.S. Communities Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.6 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 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.

6.3 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
	9711 Washingtonian Blvd. Suite 100

Gaithersburg, MD 20878-7381
Attn: Program Manager Administration

Supplier:

Attn: U.S. Communities Program Manager

6.4 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.

6.5 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.

6.6 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.

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

6.8 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.

6.9 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: Kevin Juhring

Title: President

Supplier:

By _____

Name: _____

Title: _____

EXHIBIT A

MASTER AGREEMENT

(To Be Attached)

EXHIBIT 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	178	69518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1525.50
956000222	178	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2015	3	1	1603.84
956000735	178	69496481	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1625.05
956000735	178	69374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	45090.79
066002010	178	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A ST	GROTON	CT	06340	20	2015	3	1	318.00
066001854	178	328NA0001051	GROTON CITY OF	Administration	123 A ST	GROTON	CT	06340	20	2015	3	1	212.00

SALES REPORT DATA FORMAT				
Column Name	Required	Data Type	Length	Example
TIN	Optional	Text	9	956000735
Supplier ID	Yes	Number	3	111
Account No.	Yes	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
State	Yes	Text	2	CA
Zip	Yes	Text	5	90071
Agency Type	Yes	Number	2	30
Year	Yes	Number	4	2010
Qtr	Yes	Number	1	4
Month	Yes	Number	2	12
Amount	Yes	Number	variable	45090.79

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 Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "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 process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies 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 any intergovernmental cooperative act, if 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 the Participating Public Agency will make timely payments to the Contract 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 Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective 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](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

All 50 states in the United States of America:

Alabama	Kentucky	North Carolina
Alaska	Louisiana	North Dakota
Arizona	Maine	Ohio
Arkansas	Maryland	Oklahoma
California	Massachusetts	Oregon
Colorado	Michigan	Pennsylvania
Connecticut	Minnesota	Rhode Island
Delaware	Mississippi	South Carolina
Florida	Missouri	South Dakota
Georgia	Montana	Tennessee
Hawaii	Nebraska	Texas
Idaho	Nevada	Utah
Illinois	New Hampshire	Vermont
Indiana	New Jersey	Virginia
Iowa	New Mexico	Washington
Kansas	New York	West Virginia
		Wisconsin
		Wyoming

Agency Name	State		
Malama Honua Public Charter School	HI	Islands Hospice Inc	HI
ST JOHN THE BAPTIST	HI	St. Theresa School	HI
Waimanalo Elementary and Intermediate School	HI	Hawaii Peace and Justice	HI
Kailua High School	HI	Kauai Youth Basketball Association	HI
PACIFIC BUDDHIST ACADEMY	HI	NA HALE O MAUI	HI
HAWAII TECHNOLOGY ACADEMY	HI	LEEWARD HABITAT FOR HUMANITY	HI
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI	WAIANAE COMMUNITY OUTREACH	HI
MARYKNOLL SCHOOL	HI	NA LEI ALOHA FOUNDATION	HI
ISLAND SCHOOL	HI	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	HI
STATE OF HAWAII, DEPT. OF EDUCATION	HI	BUILDING INDUSTRY ASSOCIATION OF HAWAII	HI
KE KULA O S. M. KAMAKAU	HI	UNIVERSITY OF HAWAII FEDERAL CREDIT UNION	HI
KAMEHAMEHA SCHOOLS	HI	LANAKILA REHABILITATION CENTER INC.	HI
HANAHAU'OLI SCHOOL	HI	POLYNESIAN CULTURAL CENTER	HI
KIHEI CHARTER SCHOOL	HI	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	HI
EMMANUAL LUTHERAN SCHOOL	HI	BISHOP MUSEUM	HI
KONA PACIFIC PUBLIC CHARTER SCHOOL	HI	ALOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	HI
School Lunch Program	HI	ASSOSIATION OF OWNERS OF KUKUI PLAZA	HI
Ewa Makai Middle School	HI	MAUI ECONOMIC DEVELOPMENT BOARD	HI
Variety School of Hawaii	HI	NETWORK ENTERPRISES, INC.	HI
Our Savior Lutheran School	HI	HONOLULU HABITAT FOR HUMANITY	HI
Maui Police Department	HI	ALOHACARE	HI
BOARD OF WATER SUPPLY	HI	ORI ANUENUE HALE, INC.	HI
MAUI COUNTY COUNCIL	HI	IUPAT, DISTRICT COUNCIL 50	HI
Kauai County Council	HI	GOODWILL INDUSTRIES OF HAWAII, INC.	HI
Honolulu Fire Department	HI	HAROLD K.L. CASTLE FOUNDATION	HI
COUNTY OF MAUI	HI	MAUI ECONOMIC OPPORTUNITY, INC.	HI
DEPARTMENT OF EDUCATION	HI	EAH, INC.	HI
Lanai Community Health Center	HI	PARTNERS IN DEVELOPMENT FOUNDATION	HI
Maui High Band Booster Club	HI	HABITAT FOR HUMANITY MAUI	HI
Big Brothers Big Sisters	HI	W. M. KECK OBSERVATORY	HI
Tri-Isle Resource Conservation and Development District	HI	HAWAII EMPLOYERS COUNCIL	HI
Manoa Heritage Center	HI	HAWAII STATE FCU	HI
Olanur	HI	MAUI COUNTY FCU	HI
Kumulani Chapel	HI	PUNAHOU SCHOOL	HI
Chamber of Commerce Hawaii	HI	YMCA OF HONOLULU	HI
Naalehu Assembly of God	HI	EASTER SEALS HAWAII	HI
outrigger canoe club	HI		
One Kalakaua	HI		
Native Hawaiian Hospitality Association	HI		

AMERICAN LUNG ASSOCIATION	HI	RESEARCH CORPORATION OF THE	
Pohaha I Ka Lanii	HI	UNIVERSITY OF HAWAII	HI
Hawaii Area Committee	HI	BRIGHAM YOUNG UNIVERSITY -	
Tri-Isle RC&D	HI	HAWAII	HI
Lanai Federal Credit Union	HI	Kauai Community College	HI
Hawaii Bicycling League	HI	University Clinical Research and	
Aloha United Way	HI	Association	HI
Kipuka o Ke Ola	HI	Hawaii Medical College	HI
READ TO ME INTERNATIONAL		CHAMINADE UNIVERSITY OF	
FOUNDATION	HI	HONOLULU	HI
MAUI FAMILY YMCA	HI	ROMAN CATHOLIC CHURCH IN THE	
WAILUKU FEDERAL CREDIT UNION	HI	STATE OF HAWAII	HI
ST. THERESA CHURCH	HI	Hawaii Information Consortium	HI
HALE MAHAOLU	HI	Leeward Community Church	HI
West Maui Community Federal Credit		E Malama In Keiki O Lanai	HI
Union	HI	Keawala'i Congregational Church	HI
Hawaii Island Humane Society	HI	Lanai Community Hospital	HI
Western Pacific Fisheries Council	HI	Angels at Play Preschool &	
Kama'aina Care Inc	HI	Kindergarten	HI
International Archaeological Research		Queen Emma Gardens AOA	HI
Institute, Inc.	HI	FAMILY SUPPORT SERVICES OF WEST	
Community Empowerment Resources	HI	HAWAII	HI
Tutu and Me Traveling Preschool	HI	Tetrahedron Sourcing	HI
First United Methodist Church	HI	Honolulu Community College	HI
United Chinese Society	HI	COLLEGE OF THE MARSHALL ISLANDS	HI
Haggai Institue	HI	DOT Airports Division Hilo	
St. Francis Healthcare System	HI	International Airport	HI
AOAO Royal Capitol Plaza	HI	Judiciary - State of Hawaii	HI
Kumpang Lanai	HI	ADMIN. SERVICES OFFICE	HI
Child and Family Service	HI	SOH- JUDICIARY CONTRACTS AND	
MARINE SURF WAIKIKI, INC.	HI	PURCH	HI
Hawaii Health Connector	HI	STATE DEPARTMENT OF DEFENSE	HI
Hawaii Carpenters Market Recovery		HAWAII CHILD SUPPORT	
Program Fund	HI	ENFORCEMENT AGENCY	HI
Maui Aids Foundation Inc	HI	HAWAII HEALTH SYSTEMS	
Pukalani Baptist Church	HI	CORPORATION	HI
Puu Heleakala Community Association	HI	HAWAII AGRICULTURE RESEARCH	
Saint Louis School	HI	CENTER	HI
Kailua Racquet Club, Ltd.	HI	STATE OF HAWAII	HI
Homewise Inc.	HI	Third Judicial Circuit - State of Hawaii	HI
Hawaii Baptist Academy	HI	State of Hawaii Department of	
Kroc Center Hawaii	HI	Transportation	HI
Kupu	HI	Office of the Governor	HI
University of the Nations	HI	State of Hawaii-Department of Health-	
ARGOSY UNIVERSITY	HI	Disability & Communication Access	HI
HAWAII PACIFIC UNIVERSITY	HI	State of Hawaii Department of Human	
UNIVERSITY OF HAWAII AT MANOA	HI	Services	HI

CITY AND COUNTY OF HONOLULU	HI	Hawi	HI
Lanai Youth Center	HI	Hickam AFB	HI
Silver Dolphin Bistro	HI	Hilo	HI
Commander, Navy Region Hawaii	HI	Holualoa	HI
US Navy	HI	Honaunau	HI
Defense Information System Agency	HI	Honokaa	HI
84th Engineer Battalion	HI	Honolulu	HI
Department of Veterans Affairs	HI	Honomu	HI
Third Judicial Circuit - State of Hawaii	HI	Hoolehua	HI
State of Hawaii Department of		Kaaawa	HI
Transportation	HI	Kahuku	HI
Office of the Governor	HI	Kahului	HI
State of Hawaii-Department of Health-		Kailua	HI
Disability & Communication Access	HI	Kailua Kona	HI
State of Hawaii Department of Human		Kalaheo	HI
Services	HI	Kalaupapa	HI
CITY AND COUNTY OF HONOLULU	HI	Kamuela	HI
Lanai Youth Center	HI	Kaneohe	HI
Silver Dolphin Bistro	HI	Kapaa	HI
Commander, Navy Region Hawaii	HI	Kapaau	HI
US Navy	HI	Kapolei	HI
Defense Information System Agency	HI	Kaumakani	HI
84th Engineer Battalion	HI	Kaunakakai	HI
Department of Veterans Affairs	HI	Kawela Bay	HI
Hawaii County	HI	Keaau	HI
Honolulu County	HI	Kealahou	HI
Kauai County	HI	Kealia	HI
Maui County	HI	Keauhou	HI
Kalawao County	HI	Kekaha	HI
Aiea	HI	Kihei	HI
Anahola	HI	Kilauea	HI
Barbers Point N A S	HI	Koloa	HI
Camp H M Smith	HI	Kualapuu	HI
Captain Cook	HI	Kula	HI
Eleele	HI	Kunia	HI
Ewa Beach	HI	Kurtistown	HI
Fort Shafter	HI	Lahaina	HI
Haiku	HI	Laie	HI
Hakalau	HI	Lanai City	HI
Haleiwa	HI	Laupahoehoe	HI
Hana	HI	Lawai	HI
Hanalei	HI	Lihue	HI
Hanamaulu	HI	M C B H Kaneohe Bay	HI
Hanapepe	HI	Makawao	HI
Hauula	HI	Makaweli	HI
Hawaii National Park	HI	Maunaloa	HI
Hawaiian Ocean View	HI	Mililani	HI

Mountain View	HI	Windward Community College	HI
Naalehu	HI	Canby School District No 86	OR
Ninole	HI	Central School District 13J (Polk County, Oregon)	OR
Ocean View	HI	Milton-Freewater Unified School District No 7	OR
Ookala	HI	Scappoose Adventist School	OR
Paaauhau	HI	COLUMBIA CHRISTIAN SCHOOL	OR
Paauiilo	HI	Ontario School District 8C	OR
Pahala	HI	Trillium Charter School	OR
Pahoa	HI	Echo School District	OR
Paia	HI	Warrenton Hammond School	OR
Papaaloa	HI	Phoenix-Talent Schools	OR
Papaikou	HI	Immanuel Lutheran School	OR
Pearl City	HI	The Emerson School	OR
Pearl Harbor	HI	Columbia Academy	OR
Pepeekeo	HI	VALLEY CATHOLIC SCHL	OR
Princeville	HI	CROOK COUNTY SCHOOL DISTRICT	OR
Pukalani	HI	CORBETT SCHL DIST #39	OR
Puunene	HI	Trinity Lutheran Church and School	OR
Schofield Barracks	HI	Bethel School District #52	OR
Tripler Army Medical Center	HI	OREGON CITY PUBLIC SCHL	OR
Volvano	HI	Ppmc Education Committee	OR
Wahiawa	HI	Stayton Christian School	OR
Waialua	HI	South Columbia Family School	OR
Waianae	HI	Sunrise Preschool	OR
Waikoloa	HI	St. Therese Parish/School	OR
Wailuku	HI	PINE-EAGLE SCHOOL DISTRICT 061	OR
Waimanalo	HI	Portland YouthBuilders	OR
Waimea	HI	Wallowa County ESD	OR
Waipahu	HI	Fern Ridge School District 28J	OR
Wake Island	HI	Knova Learning	OR
Wheeler Army Airfield	HI	Jackson County School District No. 5	OR
Brigham Young University - Hawaii	HI	New Horizon Christian School	OR
Chaminade University of Honolulu	HI	MOLALLA RIVER ACADEMY	OR
Hawaii Business College	HI	HIGH DESERT EDUCATION SERVICE DISTRICT	OR
Hawaii Pacific University	HI	St. Luke Catholic School	OR
Hawaii Technology Institute	HI	SOUTHWEST CHARTER SCHOOL	OR
Heald College - Honolulu	HI	WHITEAKER MONTESSORI SCHOOL	OR
Remington College - Honolulu Campus	HI	CASCADES ACADEMY OF CENTRAL OREGON	OR
University of Phoenix - Hawaii Campus	HI	NEAH-KAH-NIE DISTRICT NO.56	OR
Hawaii Community College	HI	INTER MOUNTAIN ESD	OR
Honolulu Community College	HI	STANFIELD SCHOOL DISTRICT	OR
Kapiolani Community College	HI	LA GRANDE SCHOOL DISTRICT	OR
Kauai Community College	HI	CASCADE SCHOOL DISTRICT	OR
Leeward Community College	HI		
Maui Community College	HI		
University of Hawaii at Hilo	HI		
University of Hawaii at Manoa	HI		

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

ROSEBURG PUBLIC SCHOOLS	OR	CROSSROADS CHRISTIAN SCHOOL	OR
GLIDE SCHOOL DISTRICT NO.12	OR	ST. ANTHONY SCHOOL	OR
SOUTH UMPQUA SCHOOL DISTRICT #19	OR	Pedee School	OR
YONCALLA SCHOOL DISTRICT NO.32	OR	HERITAGE CHRISTIAN SCHOOL	OR
ELKTON SCHOOL DISTRICT NO.34	OR	BEND-LA PINE SCHOOL DISTRICT	OR
DOUGLAS COUNTY SCHOOL DISTRICT 116	OR	GLENDALE SCHOOL DISTRICT	OR
HOOD RIVER COUNTY SCHOOL DISTRICT	OR	LINCOLN COUNTY SCHOOL DISTRICT	OR
PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR	PORTLAND PUBLIC SCHOOLS	OR
CENTRAL POINT SCHOOL DISTRICT NO. 6	OR	REYNOLDS SCHOOL DISTRICT	OR
JACKSON CO SCHOOL DIST NO.9	OR	CENTENNIAL SCHOOL DISTRICT	OR
ROGUE RIVER SCHOOL DISTRICT NO.35	OR	NOBEL LEARNING COMMUNITIES	OR
MEDFORD SCHOOL DISTRICT 549C	OR	St. Stephen's Academy	OR
CULVER SCHOOL DISTRICT NO.	OR	McMinnville Adventist Christian School	OR
JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR	MARCOLA SCHL DIST	OR
GRANTS PASS SCHOOL DISTRICT 7	OR	Salem-Keizer 24J	OR
LOST RIVER JR/SR HIGH SCHOOL	OR	McKay High School	OR
KLAMATH FALLS CITY SCHOOLS	OR	Pine Eagle Charter School	OR
LANE COUNTY SCHOOL DISTRICT 4J	OR	Bend-La Pine Schools	OR
SPRINGFIELD SCHOOL DISTRICT NO.19	OR	Waldo Middle School	OR
CRESWELL SCHOOL DISTRICT	OR	OAKLAND SCHOOL DISTRICT 001	OR
SOUTH LANE SCHOOL DISTRICT 45J3	OR	hermiston school district	OR
LANE COUNTY SCHOOL DISTRICT 69	OR	Clear Creek Middle School	OR
SIUSLAW SCHOOL DISTRICT	OR	Marist High School	OR
SWEET HOME SCHOOL DISTRICT NO.55	OR	Victory Academy	OR
LINN CO. SCHOOL DIST. 95C - SCIO SD	OR	Vale School District No. 84	OR
ONTARIO MIDDLE SCHOOL	OR	St. Mary School	OR
GERVAIS SCHOOL DIST. #1	OR	Junction City High School	OR
NORTH SANTIAM SCHOOL DISTRICT 29J	OR	Three Rivers School District	OR
JEFFERSON SCHOOL DISTRICT	OR	Fern Ridge School District	OR
SALEM-KEIZER PUBLIC SCHOOLS	OR	JESUIT HIGH SCHL EXEC OFC	OR
MT. ANGEL SCHOOL DISTRICT NO.91	OR	LASALLE HIGH SCHOOL	OR
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	OR	Southwest Christian School	OR
MORROW COUNTY SCHOOL DISTRICT	OR	Willamette Christian School	OR
MULTNOMAH EDUCATION SERVICE DISTRICT	OR	Westside Christian High School	OR
GRESHAM-BARLOW SCHOOL DISTRICT	OR	CS LEWIS ACADEMY	OR
DALLAS SCHOOL DISTRICT NO. 2	OR	Portland America School	OR
CENTRAL SCHOOL DISTRICT 13J	OR	Forest Hills Lutheran School	OR
St. Mary Catholic School	OR	Mosier Community School	OR
		Koreducators Lep High	OR
		Warrenton Hammond School District	OR
		Sutherlin School District	OR
		Malheur Elementary School District	OR
		Ontario School District	OR
		Parkrose School District 3	OR
		Riverdale School District 51J	OR
		Tillamook School District	OR
		Madeleine School	OR

Union School District	OR	MCKENZIE SCHOOL DISTRICT 068	OR
Helix School District	OR	L'Etoile French Immersion School	OR
Riddle School District	OR	LA GRANDE SCHOOL DISTRICT 001	OR
Helix School Dist #1 R	OR	FOSSIL SCHOOL DISTRICT 21J	OR
Prospect School District	OR	Marist Catholic High School	OR
Ashbrook Independent School	OR	Springfield Public Schools	OR
Molalla River School District	OR	Elgin school dist.	OR
Corvallis School District 509J	OR	French American International School	OR
Falls City School District #57	OR	PLEASANT HILL SCH DIST #1	OR
Portland Christian Schools	OR	Ukiah School District 80R	OR
LUCKIAMUTE VALLEY CHARTER SCHOOLS	OR	Lake Oswego Montessori School	OR
Insight School of Oregon Painted Hills	OR	North Powder Charter School	OR
Deer Creek Elementary School	OR	Siletz Valley School	OR
Yamhill Carlton School District	OR	WINSTON-DILLARD SCHOOL DISTRICT 116	OR
COLTON SCHL DIST 53	OR	ALLIANCE CHARTER ACADEMY	OR
ASHLAND PUBLIC SCHLS	OR	French American School	OR
HARRISBURG SCHL DIST	OR	Mastery Learning Institute	OR
CENTRAL CURRY SCHL DIST#1	OR	North Lake School District 14	OR
BNAI BRITH CAMP	OR	Early College High School	OR
OREGON FOOD BANK	OR	Klamath County Fire District No. 1	OR
HOSANNA CHRISTIAN SCHL	OR	Washington County Consolidated Communications Agency	OR
ABIQUA SCHL	OR	GILLIAM COUNTY OREGON	OR
Auxiliary services	OR	UMATILLA COUNTY, OREGON	OR
Salem keizar school district	OR	LANE ELECTRIC COOPERATIVE	OR
Scio High School	OR	DOUGLAS ELECTRIC COOPERATIVE, INC.	OR
Athena Weston School District 29RJ	OR	MULTNOMAH LAW LIBRARY	OR
NW REGIONAL ESD-HILLSBORO	OR	clackamas county	OR
Butte Falls School District	OR	CLATSOP COUNTY	OR
Bend International School	OR	COLUMBIA COUNTY, OREGON	OR
Imbler School District #11	OR	coos county	OR
monument school	OR	CROOK COUNTY ROAD DEPARTMENT	OR
PENDLETON SCHOOL DISTRICT #16R	OR	CURRY COUNTY OREGON	OR
Ohara Catholic School	OR	DESCHUTES COUNTY	OR
MARCOLA SCHOOL DISTRICT 079J	OR	GILLIAM COUNTY	OR
LINN-BENTON-LINCOLN ESD	OR	GRANT COUNTY, OREGON	OR
Reynolds High School	OR	HARNEY COUNTY SHERIFFS OFFICE	OR
St. Paul School District	OR	HOOD RIVER COUNTY	OR
Sabin-Schellenberg Technical Center	OR	jackson county	OR
St Paul Parish School	OR	josephine county	OR
Joseph School District	OR	klamath county	OR
EagleRidge High School	OR	LANE COUNTY	OR
Grant Community School	OR	LINN COUNTY	OR
Oak Hill School	OR	MARION COUNTY , SALEM, OREGON	OR
Hope chinese charter	OR	MULTNOMAH COUNTY	OR
Northwest Academy	OR		
Sunny Wolf Charter School	OR		

SHERMAN COUNTY	OR	MSB	OR
WASCO COUNTY	OR	Church of Christ	OR
YAMHILL COUNTY	OR	GWPMS	OR
WALLOWA COUNTY	OR	Operation Christmas	OR
ASSOCIATION OF OREGON COUNTIES	OR	Dove Medical	OR
NAMI LANE COUNTY	OR	Literary Expectations dba Moore	
BENTON COUNTY	OR	Academy	OR
DOUGLAS COUNTY	OR	Love Thy Neighbor services	OR
JEFFERSON COUNTY	OR	Tamarack Aquatic Center	OR
LAKE COUNTY	OR	Seven Feathers Casino	OR
LINCOLN COUNTY	OR	Direction Service, Inc.	OR
POLK COUNTY	OR	Oliver P Lent PTA	OR
UNION COUNTY	OR	Kairos	OR
WASHINGTON COUNTY	OR	Willamette Valley Rehab Center	OR
MORROW COUNTY	OR	St Paul Baptist Church	OR
Mckenzie Personnel Services	OR	Long Tom Watershed Council	OR
Washington County Facilities & Park Services	OR	San Martin Deporres Catholic Church	OR
Multnomah County Department of Community Justice	OR	Portland Parks Foundation	OR
NORCOR Juvenile Detention	OR	Sweet Home United Methodist Church	OR
Tillamook County Estuary	OR	Math Learning Center, The	OR
Job Council	OR	Maranatha Church	OR
BAKER CNTY GOVT	OR	Cedar Hills Baptist Church	OR
TILLAMOOK CNTY	OR	Good Samaritan Ministries	OR
CLACKAMS COUNTY COMMUNITY CORRECTIONS	OR	New Hope Christain College	OR
Multnomah County Dept of County Assets	OR	Unitarian Universalist Church in Eugene	OR
Wheeler County	OR	Emmanuel Bible Church	OR
Clackamas County Service District # 1/Tri-City Service District	OR	Portland Community Media	OR
Resource Connections of Oregon	OR	La Pine Chamber of Commerce	OR
Lane County Sheriff's Office	OR	Stone Creek Christian Church	OR
Clatsop County Sheriff's Office	OR	Rogue Valley Youth Football	OR
Harney County Community Corrections	OR	Bend Elks Lodge 1371	OR
Grant County Economic Developement	OR	Friendly House, Inc.	OR
Baker County	OR	Klamath Siskiyou Wildlands Center	OR
Josephine County Public Works	OR	Grace Christian Fellowship	OR
Clackamas County Juvenile Dept	OR	Reliance eHealth Collaborative	OR
Columbia Basin Care Facility	OR	Wild Rogue Youth Foundation, Inc.	OR
Clackamas County Disaster Management	OR	Grants Pass Seventh-day Adventist Church	OR
City of Seaside Police Department	OR	Corvallis Waldorf School	OR
Best Care Treatment Center	OR	Farmworkers Housing Development Corporation	OR
Boys & Girls Clubs of Emerald Valley	OR	World Forestry Center	OR
		Adapt	OR
		Kid Time	OR
		Oregon Farm Bureau	OR
		Mt Emily Safe Center	OR

Salem First Presbyterian Church	OR	Real Life Christian Church	OR
Rolling Hills Baptist Church	OR	Milwaukie-Portland Lodge No.142	
Baker Elks	OR	Benevolent and Protective Order of Elk	OR
Gates Community Church of Christ	OR	Mainstage Theatre Company	OR
PIP Corps LLC	OR	Dayton Christian Church	OR
Turtle Ridge Wildlife Center	OR	Delphian School	OR
Grande Ronde Model Watershed		AVON	OR
Foundation	OR	EPUD-Emerald People's Utility District	OR
Western Environmental Law Center	OR	Human Solutions, Inc.	OR
Oregon District 7 Little League	OR	The Wallace Medical Concern	OR
Mercy Flights, Inc.	OR	Boys & Girls Club of Salem, Marion & Polk Counties	OR
Metropolitan Contractor Improvement Partnership	OR	The Ross Ragland Theater and Cultural Center	OR
The Christian Church of Hillsboro		Girl Scouts of Oregon and SW Washington, Inc.	OR
Oregonb	OR	Cedar Sinai Park-Robison Jewish Healthcare	OR
Congregation Neveh Shalom	OR	Cascade Health Solutions	OR
My Fathers House	OR	Umpqua Community Health Center	OR
Step Forward Activities Inc	OR	ALZHEIMERS NETWORK OF OREGON	OR
HHoly Trinity Greek Orthodox Cathedral	OR	NATIONAL WILD TURKEY FEDERATION	OR
MECOP Inc.	OR	TILLAMOOK ESTUARIES PARTNERSHIP	OR
Workforce Northwest Inc	OR	LIFEWORKS NW	OR
Lane Arts Council	OR	Independent Development Enterprise Alliance	OR
Building Healthy Family	OR	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	OR
Integral Youth Services	OR	HALFWAY HOUSE SERVICES, INC.	OR
Children Center At Trinity	OR	REDMOND PROFICIENCY ACADEMY	OR
OUR SAVIOR'S LUTHERAN CHURCH	OR	OHSU FOUNDATION	OR
Beaverton Christians Church	OR	SHELTERCARE	OR
Oregon Humanities	OR	PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR
St. Pius X School	OR	PACIFIC INSTITUTES FOR RESEARCH	OR
Community Connection of Northeast Oregon, Inc.	OR	Mental Health for Children, Inc.	OR
St Mark Presbyterian Church	OR	The Dreaming Zebra Foundation	OR
Living Opportunities, Inc.	OR	LAUREL HILL CENTER	OR
Coos Art Museum	OR	THE OREGON COMMUNITY FOUNDATION	OR
OETC	OR	OCHIN	OR
Blanchet House of Hospitality	OR	WE CARE OREGON	OR
Garten Services Inc	OR	SE WORKS	OR
Incite Incorporated	OR	ENTERPRISE FOR EMPLOYMENT AND EDUCATION	OR
Merchants Exchange of Portland, Oregon	OR	OMNIMEDIX INSTITUTE	OR
Coalition for a Livable Future	OR	PORTLAND BUSINESS ALLIANCE	OR
West Salem United Methodist	OR		
Rogue River Watershed Council	OR		
Central Oregon Visitors Association	OR		
Soroptimist International of Gold Beach, OR	OR		

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

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

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

UNITED WAY OF THE COLUMBIA		Albany Partnership for Housing and	
WILLAMETTE	OR	Community Development	OR
EUGENE BALLET COMPANY	OR	SEED OF FAITH MINISTRIES	OR
EAST WEST MINISTRIES		Hermiston Christian Center & School	OR
INTERNATIONAL	OR	SALEM FREE CLINICS	OR
SISKIYOU INITIATIVE	OR	Dress for Success Oregon	OR
EDUCATIONAL POLICY IMPROVEMENT		Beaverton Rock Creek Foursquare	
CENTER	OR	Church	OR
North Pacific District of Foursquare		St Paul Catholic Church	OR
Churches	OR	St Mary's Catholic School and Parish	OR
CATHOLIC CHARITIES	OR	Polk Soil and Water Conservation	
FIRST CHURCH OF THE NAZARENE	OR	District	OR
WESTSIDE BAPTIST CHURCH	OR	Street Ministry	OR
Housing Development Center	OR	La Grande Church of the Nazarene	OR
Hoodview Christian Church	OR	Spruce Villa, Inc.	OR
Child Evangelism Fellowship	OR	OREGON SCHOOL BOARDS	
Little Promises Children's Program	OR	ASSOCIATION	OR
UNION GOSPEL MISSION	OR	House of Prayer for All Nations	OR
GRACE BAPTIST CHURCH	OR	Sacred Heart Catholic Church	OR
COMMUNITY ACTION ORGANIZATION	OR	African American Health Coaliton, Inc.	OR
OUTSIDE IN	OR	Happy Canyon Company	OR
MAKING MEMORIES BREAST CANCER		Village Home Education Resource	
FOUNDATION, INC.	OR	Center	OR
ELAW	OR	Monet's Children's Circle	OR
COMMUNITY HEALTH CENTER, INC	OR	Cascade Housing Association	OR
Greater Portland INC	OR	Dayspring Fellowship	OR
Eugene Builders Exchange	OR	Northwest Habitat Institute	OR
Boys & Girls Club of Corvallis	OR	Winding Waters Medical Clinic	OR
Southeast Uplift Neighborhood		Sacred Heart-St Louis Parish	OR
Coalition	OR	First Baptist Church	OR
First United Presbyterian Church	OR	The Nature Conservancy, Willamette	
PDX Wildlife	OR	Valley Field Office	OR
Friends of the Opera House	OR	Serenity Lane Health Services	OR
Jackson-Josephine 4-C Council	OR	Portland Community Reinvestment	
North Coast Family Fellowship	OR	Initiatives, Inc.	OR
P E C I	OR	Christians As Family Adovates	OR
Childswork Learning Center	OR	GeerCrest Farm & Historical Society	OR
Portland Schools Alliance	OR	College United Methodist Church	OR
New Artists Performing Arts		The Collins Foundation	OR
Productions, Inc.	OR	Prince of Peace Lutheran Church &	
Relief Nursery	OR	School	OR
St. Mary's Episcopal Church	OR	NEDCO	OR
Viking Sal Senior Center	OR	Salem Evangelical Church	OR
Boys and Girls Club of the rogue valley	OR	Wild Lilac Child Development	
Lincoln City Chamber of Commerce	OR	Community	OR
DrupalCon Inc., DBA Drupal		Daystar Education, Inc.	OR
Association	OR	Oregon Social Learning Center	OR

Pain Society of Oregon	OR	Old Mill Center for Children and Families	OR
environmental law alliance worldwide	OR	Sunny Oaks Inc	OR
Eugene Country Club	OR	Hospice Center Bend La Pine	OR
Community in Action	OR	Westside Foursquare Church	OR
Willamette Valley Baptist Church	OR	Relief Nursery Inc	OR
Curry County Habitat for Humanity	OR	Morning Star Community Church	OR
Northwood Christian Church	OR	MULTNOMAH DEFENDERS INC	OR
Tuality Healthcare	OR	Providence Health System	OR
Safe Harbors	OR	Holy Trinity Catholic Church	OR
FIRST CHRISTIAN CHURCH	OR	Holy Redeemer Catholic Church	OR
Pacific Classical Ballet	OR	Alliance Bible Church	OR
Depaul Industries	OR	CARE OREGON	OR
African American Health Coalition	OR	Mid Columbia Childrens Council	OR
Jesus Prayer Book	OR	HUMANE SOCIETY OF REDMOND	OR
Coalition Of Community Health	OR	Our Redeemer Lutheran Church	OR
River Network	OR	Kbps Public Radio	OR
CCI Enterprises Inc	OR	Skyball Salem Keizer Youth Bas	OR
Oregon Nurses Association	OR	Open Technology Center	OR
GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE	OR	Grace Chapel	OR
Mount Angel Abbey	OR	CHILDREN'S MUSEUM 2ND	OR
YMCA OF ASHLAND	OR	Solid Rock	OR
YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION SERVICES	OR	West Chehalem Friends Church	OR
Multnomah Law Library	OR	Guide Dogs For The Blind	OR
Friends Of Tryon Creek State P	OR	Aldersgate Camps and Retreats	OR
Ontrack Inc.	OR	St. Katherine's Catholic Church	OR
Calvin Presbyterian Church	OR	The Alliance NW of the Christian & Missionary Alliance	OR
HOLT INTL CHILD	OR	Bags of Love	OR
St John The Baptist Catholic	OR	Grand View Baptist Church	OR
Portland Foursquare Church	OR	Green Electronics Council	OR
Portland Christian Center	OR	Scottish Rite	OR
Church Extension Plan	OR	Western Wood Products Association	OR
Occu Afghanistan Relief Effort	OR	Grace Baptist Church of St. Helens, Lil	
EUGENE FAMILY YMCA	OR	Learners Preschool	OR
Christ The King Parish and School	OR	THE NEXT DOOR	OR
Newberg Christian Church	OR	NATIONAL PSORIASIS FOUNDATION	OR
First United Methodist Church	OR	NEW BEGINNINGS CHRISTIAN CENTER	OR
Zion Lutheran Church	OR	HIGHLAND UNITED CHURCH OF CHRIST	OR
Southwest Bible Church	OR	OREGON REPERTORY SINGERS	OR
Community Works Inc	OR	HIGHLAND HAVEN	OR
Masonic Lodge Pearl 66	OR	FAIR SHARE RESEARCH AND EDUCATION FUND	OR
Molalla Nazarene Church	OR	Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR ,	
Transition Projects, Inc	OR	ECKA	OR
St Michaels Episcopal Church	OR	First Baptist Church of Enterprise	OR
Saint Johns Catholich Church	OR		
Community Learning Center	OR		

The Canby Center	OR	Sandy Seventh-day Adventist Church	OR
REDMOND FIRE & RESCUE	OR	Muddy Creek Charter School	OR
Instituto de Cultura y Arte In Xochitl In Cuicatl	OR	A FAMILY FOR EVERY CHILD	OR
McKenzie Personnel Systems	OR	PORT OF CASCADE LOCKS	OR
OSLC COMMUNITY PROGRAMS OCP	OR	1000 FRIENDS OF OREGON	OR
Oregon Nikkei Endowment	OR	OREGON PEDIATRIC SOCIETY	OR
Grace Community Church	OR	NONPROFIT ASSOCIATION OF OREGON	OR
Eastern Oregon Alcoholism Foundation	OR	LUKE DORF INC	OR
Grantmakers for Education	OR	FAMILY CARE INC	OR
The Spiral Gallery	OR	MEDICAL TEAMS INTL	OR
The ALS Association Oregon and SW Washington Chapter	OR	Clean Slate Canine Rescue & Rehabilitation	OR
Children's Relief Nursery	OR	St. Martins Episcopal church	OR
Home Builders	OR	Tower Theatre Foundation, Inc	OR
New Life Baptist Church	OR	Food for Lane County	OR
Feral Cat Awareness Team	OR	Clatsop Behavioral Healthcare	OR
Florence United Methodist Church	OR	West Coast Hunters Convention	OR
World of Speed	OR	columbia gorge discovery center and museum	OR
SW Community Health Center	OR	NAMI of Washington County	OR
Energy Trust of Oregon	OR	American Legion Aloha Post 104	OR
St. Vincent de Paul Church	OR	The Dalles Art Association	OR
Fr. Bernard Youth Center	OR	Temple Beth Israel	OR
Oregon Psychoanalytic Center	OR	Willamette Leadership Academy/Pioneer Youth Corps Of Oregon	OR
Store to Door	OR	Rose Haven	OR
Oregon Translational Research and Development Insitute	OR	Dallas Church	OR
Depaul Industries	OR	OREGON STATE UNIVERSITY BOOKSTORE INC	OR
OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH ALBANY OREGON	OR	NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY	OR
SELCO Community Credit Union	OR	FAIRFIELD BAPTIST CHURCH	OR
Prairie Baptist Church	OR	Sexual Assault Support Services	OR
North Coast Christian Church	OR	Neskowin Valley School	OR
Union County Economic Development Corp.	OR	RON WILSON CENTER FOR EFFECTIVE LIVING INC	OR
Camelto Theatre Company	OR	St. Joseph Shelter	OR
Camp Fire Columbia	OR	The Inn Home for Boys, Inc.9138	OR
TAKE III OUTREACH	OR	MCKENZIEWATERSHED COUNCIL	OR
Rolling Hills Community Church	OR	Opportunity Connections	OR
Eugene Swim and Tennis Club	OR	MENNONITE HOME OF ALBANY INC	OR
Summa Institute	OR	Oregon Technical Assistance Corporation	OR
Amani Center	OR	Oregon And Southern Idaho Laborers Employers Training School	OR
Billy Webb Elks lodge #1050	OR	New Life Fellowship Church of God	OR
Silverton Senior Center	OR		
First Evangelical Presbyterian Church of Oregon City	OR		
Joyful Servant Lutheran Church	OR		

Gladstone Senior Center	OR	The Church of Christ of Latter Day	
Education Travel & Culture, Inc.	OR	Saints	OR
Rural Development Initiatives	OR	Cascade Height Public Charter School	
Jason Lee Manor/UMRC	OR	PTA	OR
Jesus Pursuit Church	OR	G.O.B.H.I	OR
YMCA of Marion and Polk Counties	OR	Association of Oregon Corrections	
Urban Gleaners	OR	EMployees, Inc.	OR
PacificSource Health	OR	A Jesus Church Family	OR
Faith Christian Fellowship	OR	300 Main Inc	OR
Brookings Elks Lodge	OR	Southwestern Oregon Public Defender	
Tualatin Lacrosse Club	OR	Services, Inc.	OR
Tillamook Seventh Day Adventist		Albertina Kerr Centers	OR
Church	OR	Dufur Christian Church	OR
Oregon Jewish Community Foundation	OR	St. Matthew Catholic School	OR
East River Fellowship	OR	Serendipity Center Inc	OR
Holy Family Academy	OR	Yellowhawk Tribal Health	OR
FIRST BAPTIST CHURCH OF EUGENE	OR	CASA of Marion County	OR
PORTLAND METRO RESIDENTIAL		Oregoinans for Food & Shelter	OR
SERVICES	OR	Westside Church of Christ Inc	OR
Peace Lutheran Church	OR	Northwest Family Services	OR
Living Word Christian Center	OR	Network Charter School	OR
Housing Authority of Douglas County	OR	Ride Connecton	OR
Vietnamese Christian Community		Parenting Now!	OR
Church	OR	Christian Church of Woodburn	OR
Forest Park Conservancy	OR	Verde	OR
Friends for Animals	OR	Native American Youth and Family	
Family Building Blocks	OR	Center Early College Academy	OR
Greenleaf Industries	OR	USO Northwest	OR
Ananda Center at Laurelwood	OR	Norkenzie Christian Church	OR
Goodwill Industries of Lane and South		Little Flower Development Center	OR
Coast	OR	TLO Farms	OR
RB Pamplin Corportaion	OR	Evergreen Wings and Waves	OR
Agia Sophia Academy	OR	Ascension Episcopal Parish	OR
Friends of Driftwood Library	OR	Center for Family Development	OR
Consumers Power Inc.	OR	West Salem Foursquare Church	OR
A. C. Gilbert's Discovery Village	OR	Good Samaritan Ministry	OR
First Lutheran Church of Astoria	OR	Grace Lutheran Church of Molalla	OR
Fund For Christian Charity	OR	Trinity Lutheran	OR
Deer Meadow Assisted Living	OR	HOPE LUTHERAN CHURCH	OR
Oregon Laborers-Employer		Mount Pisgah Arboretum	OR
Administrative Fund, LLC	OR	Redeemer Lutheran Church	OR
Umpqua Basin Water Association	OR	Disjecta Contemporary Art Center	OR
Alpha Lambda House Corporation	OR	Korean Central Covenant Church of	
St John Fisher Catholic Church		Eugene	OR
Portland Oregon	OR	Yankton Baptist Church	OR
Eugene Creative Care	OR	BioGift Anatomical	OR
VFW POST 4248	OR	Lower Columbia Estuary Partnership	OR

Fur Footed Rescue, Inc.	OR	DOUGLAS FOREST PROTECTIVE	OR
Mt Hood Hospice	OR	Echo Theater Company	OR
Opportunity Foundation of central Oregon	OR	Corvallis Caring Place	OR
Constructing Hope	OR	Oregon Lyme Disease Network	OR
Sprinkfield Elks #2145	OR	Ecotrust	OR
Abuse Recovery Ministry & Services	OR	SPECIAL MOBILITY SERVICES	OR
Oasis Shelter Home	OR	Bethlehem Christian Pre-School	OR
ST HENRYS CHURCH	OR	Historical Outreach Foundation	OR
Nehalem Bay House	OR	Teras Interventions and Counseling Inc	OR
UNITED METHODIST CHURCH	OR	Brooklyn Primary PTO	OR
p:ear	OR	Mountain View Academy	OR
Health Share of Oregon	OR	Salem Area Chamber of Commerce	OR
St. Peter Catholic Church	OR	First Congregational Chrch	OR
Mid Willamette Valley Community Action	OR	OREGON STATE FAIR	OR
A Hope For Autism Foundation	OR	Tri-County Chamber of Commerce Inc	OR
NW Sport Fishing	OR	Ronald McDonald House Charities of Oregon & Southwest Washington	OR
Breast Friends	OR	Center for Human Development	OR
ScienceWorks Museum	OR	God's Storehouse Pantry	OR
Willamette Neighborhood Housing Services	OR	Clackamas River Trout Unlimited	OR
South Salem High Music Boosters	OR	SafeHaven Humane Society	OR
SEPTL Southeast Portland Tool Library	OR	Rainier Assembly of God	OR
Kids Unllimited Academy	OR	Tilikum Center for Retreats and Outdoor Ministries	OR
Cappella Romana	OR	Washington Park Transportation Management Association	OR
National Christian Community Foundation	OR	Travel Lane County	OR
Legal Aid Services of Oregon LITC	OR	Hinson Baptist Church	OR
The Sunriver Owners Association	OR	Alvord Taylor	OR
Willamette Valley Babe Ruth Center For Continuous Improvement	OR	EUGENE CHRISTIAN FELLOWSHIP	OR
Northwest Center for Alternatives to Pesticides	OR	Bridges to Change	OR
Junction City/Harrisburg/Monroe Habitat for Humanity	OR	Risen Records	OR
The Followers of Christ Church of Oregon City	OR	DePaul Treatment Centers, Inc.	OR
SEIU Local 49	OR	Ministerio International Casa	OR
Emerald Media Group	OR	New Paradise Worship Center	OR
West Hills Christian School	OR	Mission Increase Foundation	OR
Trillium Sprigs	OR	Curry Public Transit Inc	OR
Smith Memorial Presbyterian Church	OR	THREE RIVERS CASINO	OR
Western Arts Alliance	OR	Brookings Harbor Christian School	OR
Youth Dynamics	OR	Local 290	OR
Ashland Art Center	OR	Hope Church of The Assemblies of God Albany Oregon	OR
Apostolic Church of Jesus Christ	OR	Sherwood Community Friends Church	OR
		Bethesda Lutheran Church	OR
		Legacy Mt. Hood Medical Center	OR
		Adelante Mujeres	OR
		Yamhill Community Care Organization	OR

Trinity United Methodist Church	OR	American Tinnitus Association	OR
Portland Japanese Garden	OR	Oregon Coast Aquarium, Inc.	OR
Ike Box Cafe	OR	HOPE POINT CHURCH	OR
The Madeleine Parish	OR	Unitus Community Credit Union	OR
The Tucker-Maxon Oral School	OR	St John the Baptist Greek Orthodox Church	OR
Southwest Neighborhoods, Inc	OR	Parkinson's Resources of Oregon	OR
Wallowa Valley Center For Wellness	OR	Oregon Independent Automobile Dealers Association	OR
KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR	COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON	OR
Joy Church Eugene	OR	St. Elizabeth Ann Seton Church	OR
Portland Yacht Club	OR	St Andrews Presbyterian	OR
League of Women Voters	OR	Oregon Rural Electric Cooperative Association	OR
Oregon & Southern Idaho District Council of Laborers'	OR	THE MILL CASINO	OR
Portland Police Sunshine Division	OR	Gateway Prebyterian Church	OR
Curry Health Network	OR	Oregon Jewish Museum and Center for Holocaust Education	OR
United Way of Lane County	OR	Northwest Opening	OR
The Lighthouse School	OR	Oregon State University	OR
Olive Plaza	OR	Treasure Valley Community College	OR
Rogue Valley Humane Society	OR	Institute of Technology	OR
Willamette Carpenters Training Center, Inc	OR	Unviersity of Oregon	OR
Great Portland Bible College Possible	OR	OREGON UNIVERSITY SYSTEM	OR
Unithed Way	OR	University of Western States	OR
Community Energy Project	OR	GEORGE FOX UNIVERSITY	OR
Bridgeport Community Chapel	OR	LEWIS AND CLARK COLLEGE	OR
Oswego Lake Country Club	OR	PACIFIC UNIVERSITY	OR
Urban League of Portland	OR	REED COLLEGE	OR
La Grande Foursquare Church	OR	WILLAMETTE UNIVERSITY	OR
Portland Oregon Visitors Association	OR	LINFIELD COLLEGE	OR
Barter Union International	OR	MULTNOMAH BIBLE COLLEGE	OR
Southern Oregon Project Hope	OR	NORTHWEST CHRISTIAN COLLEGE	OR
Our United Villages	OR	NATIONAL COLLEGE OF NATURAL MEDICINE	OR
Sunset Presbyterian Church	OR	BLUE MOUNTAIN COMMUNITY COLLEGE	OR
Youth M.O.V.E. Oregon	OR	PORTLAND STATE UNIV.	OR
Samaritan Health Services Inc.	OR	CLACKAMAS COMMUNITY COLLEGE	OR
St. Mary's Church	OR	MARYLHURST UNIVERSITY	OR
Santiam Assembly of God	OR	OREGON HEALTH AND SCIENCE UNIVERSITY	OR
CASCADES WEST FINANCIAL SERVICES IN	OR	BIRTHINGWAY COLLEGE OF MIDWIFERY	OR
Kilchis House	OR	pacific u	OR
Calvary Assembly of God	OR	UNIVERSITY OF OREGON	OR
Lake Grove Presbyterian Church	OR	CONCORDIA UNIV	OR
Grace Lutheran School	OR		
Western Mennonite School	OR		
OEA CHOICE TRUST	OR		

Marylhurst University	OR	Elderhealth and Living	OR
Corban College	OR	OREGON CORRECTIONS ENTERPRISES	OR
NORTH MARION SCHL DIST	OR	OREGON STATE HOSPITAL	OR
University of Oregon - Purchasing and Contracting Services	OR	OFFICE OF PUBLIC DEFENSE SERVICES	OR
Oregon Center For Advanced T	OR	Clatskanie People's Utility District	OR
UNIVERSITY OF PORTLAND	OR	PIONEER COMMUNITY DEVELOPMENT	OR
OSU Deschutes County Extension Service	OR	MARION COUNTY HEALTH DEPT	OR
Portland Actors Conservatory	OR	Ricoh USA	OR
University Of Oregon Athletics Department	OR	Heartfelt Obstetrics & Gynecology	OR
Ecola Bible School	OR	Coquille Economic Development Corporation	OR
Tokyo Int'l University of America, Inc	OR	CITY/COUNTY INSURANCE SERVICE	OR
WARNERPACIFIC COLG	OR	COMMUNITY CYCLING CENTER	OR
Beta Omega Alumnae	OR	Shangri La	OR
Oregon Institute of Technology	OR	Portland Impact	OR
SOUTHERN OREGON UNIVERSITY	OR	Eagle Fern Camp	OR
EASTERN OREGON UNIVERSITY	OR	KLAMATH FAMILY HEAD START	OR
Wilco Farmers	OR	RIVER CITY DANCERS	OR
Harvest Church	OR	Oregon Permit Technical Association	OR
Society of American Foresters	OR	KEIZER EAGLES AERIE 3895	OR
Clackamas River Water Providers	OR	Pgma/Cathie Bourne	OR
eickhoff dev co inc	OR	Sunrise Water	OR
Cornerstone Association Inc	OR	Burns Paiute Tribe	OR
The Klamath Tribe	OR	Oregon Public Broadcasting	OR
advocate care	OR	La Grande Family Practice	OR
Cannon Beach Fire	OR	Linn Benton Lincoln Educational Services District	OR
Life Flight Network LLC	OR	SHERMAN COUNTY SCHOOL DISTRICT	OR
OREGON DEPT OF FISH & WILDLIFE-SAUVIE	OR	Ricoh USA	OR
PENTAGON FEDERAL CREDIT UNION	OR	Sphere MD	OR
SAIF CORPORATION	OR	BIENESTAR, INC.	OR
GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR	MEDFORD WATER COMMISSION	OR
USAGENCIES CREDIT UNION	OR	Solutins Yes	OR
PACIFIC CASCADE FEDERAL CREDIT UNION	OR	sunrise water authority	OR
LOCAL GOVERNMENT PERSONNEL INSTITUTE	OR	Mountain Valley Therapy	OR
GRANTS PASS MANAGEMENT SERVICES, DBA	OR	EAsern Oregon Trade and Event Center	OR
SPIRIT WIRELESS	OR	Waste-Pro	OR
Kartini Clinic	OR	QUEEN OF PEACE SCHOOL	OR
Astra	OR	Columbia River Inter-tribal Fish Commission	OR
Beit Hallel	OR	NPKA	OR
Cvalco	OR	IBEW280	OR
		Confederated Tribes of Warm Springs	OR
		Point West Credit Union	OR
		Oregon State Credit Union	OR
		PIONEER TELEPHONE COOPERATIVE	OR

Halsey-Shedd Fire District	OR	Rainbow Water District	OR
Northwest Power and Conservation Council	OR	Illinois Valley Fire District	OR
Oregon Funeral Directors Association	OR	Clatskanie RFPD	OR
Nez Perce Tribe	OR	PORT OF TILLAMOOK BAY	OR
Obsidian Urgent Care, P.C.	OR	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	OR
First Presbyterian Church of La Grande	OR	METROPOLITAN EXPOSITION-RECREATION COMMISSION	OR
CONFLUENCE ENVIRONMENTAL CENTE	OR	REGIONAL AUTOMATED INFORMATION NETWORK	OR
A&I Benefit Plan Administrators, Inc.	OR	OAK LODGE WATER DISTRICT	OR
K Churchill Estates	OR	THE PORT OF PORTLAND	OR
CSC HEAD START	OR	WILLAMALANE PARK AND RECREATION DISTRICT	OR
NORTHWEST VINTAGE CAR AND MOTORCYCLE	OR	TUALATIN VALLEY WATER DISTRICT	OR
crescent grove cemetery	OR	UNION SOIL & WATER CONSERVATION DISTRICT	OR
IONE HIGH SCHOOL	OR	LANE EDUCATION SERVICE DISTRICT	OR
Port of Toledo	OR	TUALATIN HILLS PARK AND RECREATION DISTRICT	OR
Roseburg Police Department	OR	PORT OF SIUSLAW	OR
Molalla Rural Fire Protection District	OR	CHEHALEM PARK AND RECREATION DISTRICT	OR
MONMOUTH - INDEPENDENCE NETWORK	OR	PORT OF ST HELENS	OR
EUGENE WATER & ELECTRIC BOARD	OR	LANE TRANSIT DISTRICT	OR
MALIN COMMUNITY PARK AND RECREATION DISTRICT	OR	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR
TILLAMOOK PEOPLES UTILITY DISTRICT	OR	HOODLAND FIRE DISTRICT NO.74	OR
GLADSTONE POLICE DEPARTMENT	OR	MID COLUMBIA COUNCIL OF GOVERNMENTS	OR
GOLD BEACH POLICE DEPARTMENT	OR	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT	OR
THE NEWPORT PARK AND RECREATION CENTER	OR	SALEM AREA MASS TRANSIT DISTRICT	OR
RIVERGROVE WATER DISTRICT	OR	Banks Fire District #13	OR
TUALATIN VALLEY FIRE & RESCUE	OR	KLAMATH COUNTY 9-1-1	OR
GASTON RURAL FIRE DEPARTMENT	OR	GLENDALE RURAL FIRE DISTRICT	OR
CITY COUNTY INSURANCE SERVICES	OR	COLUMBIA 911 COMMUNICATIONS DISTRICT	OR
SOUTH SUBURBAN SANITARY DISTRICT	OR	CLACKAMAS RIVER WATER	OR
SOUTH FORK WATER BOARD	OR	NW POWER POOL	OR
SUNSET EMPIRE PARK AND RECREATION	OR	Lowell Rural Fire Protection District	OR
SPRINGFIELD UTILITY BOARD	OR	TriMet Transit	OR
Tillamook Urban Renewal Agency	OR	Estacada Rural Fire District	OR
Netarts Water District	OR	Keizer Fire District	OR
OAK LODGE SANITARY DISTRICT	OR	State Accident Insurance Fund Corporation	OR
Boardman Rural Fire Protection District	OR	Bend Metro Park & Recreation District	OR
Tualatin Soil and Water Conservation District	OR		
Silverton Fire District	OR		
Lewis and Clark Rural Fire Protection District	OR		

Port of Hood River	OR	CITY OF CRESWELL	OR
La Pine Park & Recreation District	OR	CITY OF ECHO	OR
Brookings- Harbor School District 17c	OR	CITY OF ESTACADA	OR
Siuslaw Public Library District	OR	CITY OF EUGENE	OR
Tri-County Metropolitan		CITY OF FAIRVIEW	OR
Transportation District of Oregon		CITY OF GEARHART	OR
("TriMet")	OR	CITY OF GOLD HILL	OR
Columbia River Fire & Rescue	OR	CITY OF GRANTS PASS	OR
Fern Ridge Library District	OR	CITY OF GRESHAM	OR
Bend Park and Recreation District	OR	CITY OF HILLSBORO	OR
Port of Garibaldi	OR	CITY OF HOOD RIVER	OR
Seal Rock Water District	OR	CITY OF JOHN DAY	OR
Rockwood Water P.U.D.	OR	CITY OF KLAMATH FALLS	OR
Gollux	OR	CITY OF LA GRANDE	OR
Tillamook Fire District	OR	CITY OF MALIN	OR
Tillamook County Transportation Dist	OR	CITY OF MCMINNVILLE	OR
Central Lincoln People's Utility District	OR	CITY OF HALSEY	OR
Jefferson Park and Recreation	OR	CITY OF MEDFORD	OR
tvwd	OR	CITY OF MILL CITY	OR
City of Monmouth / Public Works	OR	CITY OF MILWAUKIE	OR
McMinnville Police Department	OR	CITY OF MORO	OR
Long Creek School District	OR	CITY OF MOSIER	OR
City of Salem Fire Department	OR	CITY OF NEWBERG	OR
City of Sublimity	OR	CITY OF OREGON CITY	OR
City of Central Point Parks and		CITY OF PILOT ROCK	OR
Recreation	OR	CITY OF POWERS	OR
Gearhart Fire Department	OR	RAINIER POLICE DEPARTMENT	OR
Woodburn City Of	OR	CITY OF REEDSPORT	OR
Brookings Fire / Rescue	OR	CITY OF RIDDLE	OR
City of Veneta	OR	CITY OF SCAPPOOSE	OR
CITY OF DAMASCUS	OR	CITY OF SEASIDE	OR
Hermiston Fire & Emergency Svcs	OR	CITY OF SILVERTON	OR
CEDAR MILL COMMUNITY LIBRARY	OR	CITY OF STAYTON	OR
CITY OF LAKE OSWEGO	OR	City of Troutdale	OR
LEAGUE OF OREGON CITIES	OR	CITY OF TUALATIN, OREGON	OR
CITY OF SANDY	OR	CITY OF WARRENTON	OR
CITY OF ASTORIA OREGON	OR	CITY OF WEST LINN/PARKS	OR
CITY OF BEAVERTON	OR	CITY OF WOODBURN	OR
CITY OF BOARDMAN	OR	CITY OF TIGARD, OREGON	OR
CITY OF CANBY	OR	CITY OF AUMSVILLE	OR
CITY OF CANYONVILLE	OR	CITY OF PORT ORFORD	OR
CITY OF CENTRAL POINT POLICE		CITY OF EAGLE POINT	OR
DEPARTMENT	OR	CITY OF WOOD VILLAGE	OR
CITY OF CLATSKANIE	OR	St. Helens, City of	OR
CITY OF CONDON	OR	CITY OF WINSTON	OR
CITY OF COOS BAY	OR	CITY OF COBURG	OR
CITY OF CORVALLIS	OR	CITY OF NORTH PLAINS	OR

CITY OF GERVAIS	OR	La Grande Police Department	OR
CITY OF YACHATS	OR	City of Joseph	OR
FLORENCE AREA CHAMBER OF COMMERCE	OR	Cove City Hall	OR
PORTLAND DEVELOPMENT COMMISSION	OR	NW PORTLAND INDIAN HEALTH BOARD	OR
CITY OF CANNON BEACH OR	OR	Portland Patrol Services	OR
CITY OF ST. PAUL	OR	City Of Bend	OR
CITY OF ADAIR VILLAGE	OR	City Of Coquille	OR
CITY OF WILSONVILLE	OR	City Of Molalla	OR
CITY OF HAPPY VALLEY	OR	ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT	OR
CITY OF SHADY COVE	OR	City of St. Helens	OR
CITY OF LAKESIDE	OR	City of North Powder	OR
CITY OF MILLERSBURG	OR	City of Eugene	OR
CITY OF GATES	OR	City of Cornelius, OR	OR
KEIZER POLICE DEPARTMENT	OR	Toledo Police Department	OR
CITY OF DUNDEE	OR	Springfield Public Library	OR
Pendleton Police Department	OR	City of Independence	OR
CITY OF AURORA	OR	City of Cascade Locks	OR
THE CITY OF NEWPORT	OR	City of Columbia City	OR
CITY OF ALBANY	OR	City of Baker City	OR
CITY OF ASHLAND	OR	McMinnville Water & Light	OR
CITY OF LEBANON	OR	City of Pendleton Parks & Recreation	OR
CITY OF PORTLAND	OR	CITY OF HEPPNER	OR
CITY OF SALEM	OR	CITY OF HERMISTON	OR
CITY OF SPRINGFIELD	OR	CITY OF SWEETHOME	OR
METRO	OR	CITY OF THE DALLES	OR
CITY OF BURNS	OR	CLACKAMAS FIRE DIST#1	OR
CITY OF COTTAGE GROVE	OR	DESCHUTES PUBLIC LIBRARY	OR
CITY OF DALLAS	OR	STAYTON FIRE DISTRICT	OR
CITY OF FALLS CITY	OR	Lake County Chamber of Commerce Inc	OR
CITY OF PHOENIX	OR	City of Talent	OR
CITY OF PRAIRIE CITY	OR	City of Ontario	OR
CITY OF REDMOND	OR	City of Corvallis Parks and Recreation	OR
CITY OF SHERWOOD	OR	North Lincoln Fire & Rescue #1	OR
City of junction city	OR	Gresham Police Department	OR
City of Florence	OR	City of Harrisburg	OR
Columbia Gorge Community	OR	Gladstone Public Library	OR
West Linn Police Department	OR	West Linn Police	OR
City of Dayton	OR	City of Portland Parks Bureau	OR
City of Carlton	OR	City of Astoria Parks Dept.	OR
City of Pendleton Convention Center	OR	Seaside Fire & Rescue	OR
City of Monmouth	OR	Florence Police Department	OR
City of Philomath	OR	City Of North Bend	OR
City of Sheridan	OR	City of Union	OR
Seaside Public Library	OR	City of Nehalem	OR
City of Yoncalla	OR	City of Richland	OR

CITY OF LINCOLN CITY	OR	Benton Soil & Water Conservation	
City of Donald	OR	District	OR
City of Milton-Freewater	OR	DESCHUTES PUBLIC LIBRARY SYSTEM	OR
CITY OF MADRAS	OR	CLEAN WATER SERVICES	OR
CITY OF SCIO	OR	North Douglas County Fire & EMS	OR
City of Forest Grove	OR	Crooked River Ranch Rural Fire	
City Govrnment	OR	Protection District	OR
City of Mt. Angel	OR	PARROTT CREEK CHILD & FAM	OR
Albany Police Department	OR	South Lane County Fire And Rescue	OR
Tualatin Police Department	OR	Mill City RFPD	OR
City of Sodaville	OR	Lake Chinook Fire & Rescue	OR
Canby Utility	OR	Clackamas County Water Environment	
Umatilla Electric Cooperative	OR	Services	OR
WATER ENVIRONMENT SERVICES	OR	Amity Fire District	OR
Polk County Fire District No.1	OR	CENTRAL OREGON COMMUNITY	
Clatsop Care Health District-Clatsop		COLLEGE	OR
Retirement Village	OR	UMPQUA COMMUNITY COLLEGE	OR
Netarts-Oceanside RFPD	OR	LANE COMMUNITY COLLEGE	OR
UIUC	OR	MT. HOOD COMMUNITY COLLEGE	OR
Rogue River Fire District	OR	LINN-BENTON COMMUNITY COLLEGE	OR
Aurora Rural Fire District	OR	SOUTHWESTERN OREGON	
Tillamook County Emergency		COMMUNITY COLLEGE	OR
Communications District	OR	PORTLAND COMMUNITY COLLEGE	OR
Southern Coos Hospital	OR	CHEMEKETA COMMUNITY COLLEGE	OR
Oregon Cascades West Council of		ROGUE COMMUNITY COLLEGE	OR
Governments	OR	COLUMBIA GORGE COMMUNITY	
MULTONAH COUNTY DRAINAGE		COLLEGE	OR
DISTRICT #1	OR	TILLAMOOK BAY COMMUNITY	
PORT OF BANDON	OR	COLLEGE	OR
OR INT'L PORT OF COOS BAY	OR	KLAMATH COMMUNITY COLLEGE	
MID-COLUMBIA CENTER FOR LIVING	OR	DISTRICT	OR
DESCHUTES COUNTY RFPD NO.2	OR	Oregon Coast Community College	OR
YOUNGS RIVER LEWIS AND CLARK		Clatsop Community College	OR
WATER DISTRICT	OR	North Portland Bible College	OR
PACIFIC STATES MARINE FISHERIES		OREGON COMMUNITY COLLEGE	
COMMISSION	OR	ASSOCIATION	OR
CENTRAL OREGON IRRIGATION		Umpqua Valley Public Defender	OR
DISTRICT	OR	Teacher Standards and Pracitices	
MARION COUNTY FIRE DISTRCT #1	OR	Commission	OR
COLUMBIA RIVER PUD	OR	Salem Keizer School District Purchasing	OR
SANDY FIRE DISTRICT NO. 72	OR	Kdrv Channel 12	OR
BAY AREA HOSPITAL DISTRICT	OR	Opta Oregon Permit Technician	OR
NEAH KAH NIE WATER DISTRICT	OR	Oregon Forest Resources Institute	OR
PORT OF UMPQUA	OR	Office of the Ong Term Care	
EAST MULTNOMAH SOIL AND WATER		Ombudsman	OR
CONSERVANCY	OR	Oregon State Lottery	OR
		OREGON TOURISM COMMISSION	OR

OREGON STATE POLICE	OR	Oregon State Board of Architect	
OFFICE OF THE STATE TREASURER	OR	Examiners	OR
OREGON DEPT. OF EDUCATION	OR	Oregon Board of Chiropractic	
SEIU LOCAL 503, OPEU	OR	Examiners	OR
OREGON DEPARTMENT OF FORESTRY	OR	City of Astoria Fire Department	OR
OREGON STATE DEPT OF		Columbia Gorge ESD	OR
CORRECTIONS	OR	Nehalem Bay Wastewater	OR
OFFICE OF MEDICAL ASSISTANCE		Association of Oregon Community	
PROGRAMS	OR	Mental Health Programs	OR
OREGON OFFICE OF ENERGY	OR	Klamath County Association of	
OREGON STATE BOARD OF NURSING	OR	Realtors	OR
BOARD OF MEDICAL EXAMINERS	OR	VA	OR
OREGON LOTTERY	OR	US FISH AND WILDLIFE SERVICE	OR
OREGON BOARD OF ARCHITECTS	OR	Bonneville Power Administration	OR
SANTIAM CANYON COMMUNICATION		Bureau Of Land Management	OR
CENTER	OR	Oregon Army National Guard	OR
OREGON DEPT OF TRANSPORTATION	OR	Linn County Sheriff Office	OR
OREGON TRAVEL INFORMATION		USDA Forest Service	OR
COUNCIL	OR	123d Fighter Squadron	OR
OREGON DEPARTMENT OF		Yellowhawk Tribal Health Center	OR
EDUCATION	OR	ANGELL JOB CORPS	OR
OREGON DEPT. OF CORRECTIONS	OR	Coquille Indian Housing Authority	OR
DEPARTMENT OF ADMINISTRATIVE		COLLEGE HOUSING NORTHWEST	OR
SERVICES	OR	HOUSING AUTHORITY OF CLACKAMAS	
Oregon Board of Massage Therapists	OR	COUNTY	OR
Oregon Forest Industries Council	OR	HOUSING AUTHORITY OF PORTLAND	OR
Oregon Tradeswomen	OR	WEST VALLEY HOUSING AUTHORITY	OR
Oregon Convention Center	OR	HOUSING AUTHORITY AND	
OREGON SCHL BRDS ASSOCIAT	OR	COMMUNITY SERVICES AGENCY	OR
Central Oregon Home Health and Hos	OR	NORTH BEND CITY- COOS/URRY	
Oregon Health Care Quality Cor	OR	HOUSING AUTHORITY	OR
OREGON DEPARTMENT OF HUMAN		MARION COUNTY HOUSING	
SERVICES	OR	AUTHORITY	OR
Oregon Air National Guard	OR	HOUSING AUTHORITY OF THE CITY OF	
Training & Employment	OR	SALEM	OR
State of Oregon - Department of		Housing Authority of Yamhill County	OR
Administrative Services	OR	The Housing Authority of the County	
Aging and People with Disabilities	OR	of Umatilla	OR
Department of Administrative Services	OR	homeforward	OR
Oregon State Treasury	OR	LifeSource	OR
Oregon State Fair Council	OR	Access Inc	OR
Oregon DEQ	OR	WOMENSPACE INC	OR
Procurement Services/DAS	OR	McKenzie River Trust	OR
STATE OF OREGON	OR	WINTERSPRING CENTER	OR
OREGON JUDICIAL DEPARTMENT	OR	PNW. For Puerto Rico Relief	OR
		Justin Parret	OR