



COBB COUNTY PURCHASING DEPARTMENT

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400 /FAX (770) 528-1154
Email: purchasing@cobbcounty.org
www.cobbcounty.org/purchasing

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the Cobb County Purchasing Department.

BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY

Any bid received later than 12:00 (noon) will not be accepted. The County accepts no responsibility for delays in the mail. Bids are to be mailed or delivered to:

COBB COUNTY PURCHASING DEPARTMENT
122 Waddell Street NE
MARIETTA, GA 30060

All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope **WILL NOT** be considered.

PLEASE CHECK bid specifications and advertisement for document requirements.

Documents/Forms listed below **MUST** be submitted when required.

Omission of these documents /forms will cause your bid/proposal to be declared **NON-RESPONSIVE**.

- **BID SUBMITTAL FORM REQUIRED**
 - ▶ Official Signature is required on this form guaranteeing the quotation.
- **CONTRACTOR AFFIDAVIT and AGREEMENT – Exhibit A REQUIRED**
 - ▶ Affidavit **MUST** be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.
- **BID BOND NOT REQUIRED**

If your firm is classified as a Disadvantaged Business Enterprise (DBE) please complete Exhibit B with bid response. A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business.

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “SEALED BID LABEL” has been enclosed to affix to your bid. This label **MUST** be affixed to the outside of the envelope or package, even if it is a “NO BID” response. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No bid will be accepted after the date and time specified.

Thank you in advance for your cooperation.

Advertisement for Request for Proposals

Cobb County will receive Sealed Proposals before **12:00 noon, September 27, 2018** in the

**Cobb County Purchasing Department
122 Waddell Street
Marietta, GA 30060**

No bids will be accepted after the 12:00 noon deadline.

**Sealed Bid # 18 – 6390
Request for Proposal
Workforce Management Systems and Related Products, Services and Solutions
Cobb County Purchasing Department**

**Pre-Proposal Meeting: September 11, 2018 @ 1:00 P.M.
Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060**

Proposals are opened at 2:00 p.m. in the Cobb County Purchasing Department, 122 Waddell Street, Marietta, GA 30060.

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the “performance of physical services” in order to be considered.

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. www.cobbcounty.org/purchasing.

Advertise: August 31
September 7, 14, 21



BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

BID/PROJECT NUMBER: 18-6390
Request for Proposal
Workforce Management Systems and Related Products, Services and Solutions
Cobb County Purchasing Department

DELIVERY DEADLINE: SEPTEMBER 27, 2018 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: September 27, 2018 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: _____

Contact name: _____

Company address: _____

E-mail address: _____

Phone number: _____ Fax number: _____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

(PLEASE PRINT/TYPE) NAME TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: _____ FAX: _____

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: _____

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **18-6390**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

SEALED BID LABEL

SEALED BID ENCLOSED

DELIVER TO:

Cobb County Purchasing
122 Waddell Street NE

Marietta, GA 30060

SEALED BID # 18-6390 DATE: September 27, 2018

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION: Request for Proposal – Workforce Management Systems
and Related Products, Services and Solutions

VENDOR: _____

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

"STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT
122 WADDELL STREET NE
MARIETTA, GA 30060

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.

Thank you for your cooperation.
Cobb County Purchasing Department

"STATEMENT OF NO BID"

Sealed Bid Number 18-6390

Request for Proposal

Workforce Management Systems and Related Products, Services and Solutions

Cobb County Purchasing Department

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 122 Waddell Street NE, Marietta, GA. 30060 -Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

I wish to be retained on the vendor list for this commodity or service: Yes_____ No _____

Please PRINT the following:

Company

Representative

You are invited to list reasons for your decision not to bid: _____



Cobb County...Expect the Best!

REQUEST FOR PROPOSAL

Sealed Bid # 18-6390

**Workforce Management Systems and Related Products, Services and Solutions
Cobb County Purchasing Department**

Bid Opening Date: September 27, 2018

Pre-Proposal Conference: September 11, 2018 @ 1:00 PM (E.S.T.)

**Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060**

**Proposals Are Received in the Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060**

Before 12:00 (Noon) By the Bid Opening Date

**Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm
122 Waddell Street NE
Marietta, GA 30060**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, ONE (1) COPY, AND TWO (2) FLASH DRIVES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.



COMPETITIVE SOLICITATION

BY COBB COUNTY, GA

FOR

**WORKFORCE MANAGEMENT SYSTEMS AND RELATED PRODUCTS,
SERVICES AND SOLUTIONS**

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP #18-6390

SECTION ONE: OVERVIEW AND INSTRUCTIONS TO BIDDERS

1. MASTER AGREEMENT

Cobb County, GA (herein “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 Workforce Management Systems and Related Products, Services and Solutions (herein “Products and Services”).

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

2. OBJECTIVES

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

3. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Suppliers are to propose the broadest possible selection of Workforce Management Systems, including Time, Attendance, Leave, Scheduling, and Payroll Solutions and any other Related Products, Services and Solutions they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, Suppliers shall have demonstrated experience in providing the Products and Services as defined in this Request for Proposal (RFP), including but not limited to:

- A. **Time, Attendance, Leave, and Scheduling:** This includes a complete workforce management system that will support a Participating Public Agency’s goal of improving productivity, controlling labor costs, and more efficiently managing employee workforce.
- B. **Payroll:** This includes a solution that will offer pay policy enforcement for enhanced management of and reporting capabilities associated with a payroll system.

- C. **Related Products, Services and Systems:** Any additional related products, services or systems offered by Supplier, including but not limited to, human resources software, payroll services software, talent management/performance/compensation/hiring, travel and expense report management, background check services, employment eligibility verification, tax filing services, garnishment processing services, cloud support services and any other related products, services and systems.

4. SCOPE OF WORK

Offeror shall provide a complete workforce management system (WMS) that will support a Participating Public Agency's goal of improving productivity, controlling labor costs, and more efficiently managing employee workforce. We are seeking a workforce management system that includes the functionality of time and attendance and clocking systems, scheduling and staffing, and a real-time labor management tool.

Should firms jointly work on the response, they are required to designate a single lead firm AND provide examples of where they have successfully installed the conjoined system to include complete descriptions of the installation, lessons learned and client contact information.

The workforce management system shall automate the tracking of time and attendance and scheduling for each employee, cost center and business unit within a Participating Public Agency. The system shall interface with other systems to provide real-time management tools to support labor management decisions. The system shall secure all employee data and provide regular back-up of information as well as identify employees through a two-entry system of personal PIN, badge swipe, internet, telephone, biometrics, etc. The systems shall be able to interface with other systems already in place at the Participating Public Agency.

The primary focus of this RFP is to award a national contract(s) to a supplier(s) that offers the most comprehensive solutions to the above outcome statement.

Proposers are encouraged to detail in their Technical Proposal any related value-added services that will benefit contracting agencies.

The workforce management system can work as an integrated system or independent modules.

1. An important component of the workforce management system is the monitoring of time and attendance. The system needs to be capable of core time and attendance calculations, provide for multiple methods of time capture that are user friendly and intuitive, and provide real-time accurate time and cost allocation capabilities for all employees that work across various cost centers and business units. In addition, it must fully address the complexities of various pay rules and transaction types.

Additionally, the time and attendance component must have the ability to track time spent on specific productive (work) activities as well as non-productive (paid time off, education, orientation, etc.) activities. It needs to allow for the creation of custom tasks to track and report on. The system needs to provide accurate calculations of wages consistent with pay rules and regulations for all categories of employees (exempt or non-exempt) and special pays.

Time calculations must combine times from all work locations and from all positions to accurately determine overtime.

Terminated employees shall be made inactive from all aspects of the software immediately upon termination. The system shall accommodate archiving of old data and hiding it from current view.

The system must provide a user friendly and intuitive process for all timekeepers to review and approve time entries and calculated totals on an “on demand” basis and to correct calculated totals at any time during the pay period.

An important element of a real-time workforce management system is notification and alerts for overtime, skill shortage, over/under staffing requirements, paid time off, late notices for shift start time, etc.

2. The workforce management system shall address scheduling and staffing needs. The core scheduling functionality shall be user friendly and intuitive. It shall provide real-time data, including recorded entry (punch) times and employee hires/transfers/terminations, as well as historical data.

Different systems may have distinct needs between the time and attendance component and the scheduling component. Therefore, scheduling must be capable of same-day multiple assignments, concurrent as well as distinct/singular assignments, multiple job codes, and accurate automated labor distributions. This real-time capability needs to accommodate employees that work across various cost centers or business units, with clear delineation of employees with different funding sources such as grants.

Critical to the workforce management system is the capability for unit-of-service based staffing decision support that enables efficient workload management, appropriate staffing levels and the ability to make evidenced-based staffing assignment decisions based on workload volume, staff skill and competency levels and other predetermined key indicators.

System functionality shall allow employees to request paid time off, swap shifts with other equally trained and competent employees, and to indicate their availability to pick up work opportunities, as well as to receive manager approval via paperless system processes.

The system must also provide for the unique requirements of roster-based scheduling such as the type found in Public Safety applications. The system must automate the complex staffing rules governed by union, HR or other policies for these departments, including rules for offering overtime shifts, and fatigue rules. The system must automate the process of contacting employees for overtime and other shift availabilities according to the priority rules of the department. System functionality must include the ability to swap shifts and apply the rules for non-paid worked shifts where applicable. Employees must be able to be assigned to specific seats on a piece of equipment, to patrols, to posts, and to special event assignments. These assignments must consider the skillset requirements of the position and assign only employees that meet those requirements. The system must provide a flexible bidding solution for permanent shift, special assignment, and PTO shifts according to different methods governed by union and HR policies.

3. The workforce management system shall have standard and customized reporting tools that are user friendly and intuitive. The reporting function needs to report key performance indicators such as overtime, paid time off, scheduled and unscheduled absences, and non-productive times. The reporting component shall provide data analytics to support goals of improving productivity, controlling labor costs, and more efficiently managing employee workforce. This analytics offering must include standard workforce management key performance indicators (KPIs), and a visualization layer that provides manager and employee dashboards that highlight KPIs outside allowable thresholds.

Reports must be available online, in print format, exportable to Excel for analysis, and downloadable for email distribution or pushed to the user via email or other notification from a scheduled process or a triggering event.

4. The workforce management system must include documented APIs that provide an integration framework with HR, Payroll, Asset Management, and other business solutions. The solution must include a standard configurable integration tool that provides for the extraction, transformation, and formatting of data required for the workforce management system and other business systems. This integration tool must include pre-built templates to integrate with common business systems, with the flexibility to modify those templates easily.

5. The solution must be offered as a Cloud SaaS solution. All capabilities of the solution must be available through the Cloud. The vendor must discuss their experience with Cloud solutions, including number of their customers in the Cloud. The vendor must provide evidence of their security certifications and practices in the Cloud environment through the provision of a due diligence statement to the procurement office under NDA. A general statement of your Cloud security practices must be included in this response.

In addition, the vendor shall offer an on-premise, permanent license model for consideration where adoption of Cloud solutions is not possible. The on-premise solution must meet all functional requirements of this bid.

Also, the proposal shall describe the process for a Public Agency who wants to shift their existing system from on-premise to a Cloud hosted offering. The cost for these services shall be clearly defined in your cost proposal.

6. The vendor shall document any additional related products, integrations, services, or partner solutions they provide as options. These options may include human resources software, payroll software, talent management, and hiring solutions. Additionally, the vendor may also provide fully supported integrations to job boards, benefits carriers, HRO, and other third-party solution providers. The availability of ancillary, pre-integrated solutions including travel and expense management, background checks, employment eligibility verification, and full online HR/Payroll knowledgebase are also desired.

5. U.S. COMMUNITIES INFORMATION

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.

Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$2.7 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.

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

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

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$75 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency 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, many participating public agencies and Cobb County, GA are committed to utilizing the Master Agreement.

Marketing Support

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

- 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.

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

6. CONTRACT TERM

- a. The contract shall be for a period of thirty-six months and shall commence on the date of award.
- b. The contract may be renewed, at the discretion of Cobb County Government and upon written agreement by the vendor, for three (3) additional periods of twelve months each. However, the duration of the contract shall not exceed six (6) years including the exercise of any options.
- c. 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.

7. PRICING

Prices shall remain fixed for the first twelve (12) months of the Master Agreement term. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial twelve (12) months. The Contractor shall supply documentation satisfactory to Cobb County, such as: documented changes to Producers Price Indexes; Consumer Price Indexes; or a manufacturer's published notification of price change(s).

Cobb County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of Cobb County. Requests for any such change must be received in writing by the Cobb County Purchasing Department at least thirty (30) days prior to the expiration of the original contract term. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturers' or distributors' level shall be reflected in a reduction of the contract price(s) to Cobb County retroactive to the effective date of the price reduction(s).

8. PROPOSAL CONTENTS

To standardize responses and simplify the review and evaluation of responses, all responses must be organized in the manner set forth below, separated in sections, and appropriately titled.

8.1 Cover Letter

The Proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

8.2 Executive Summary

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

8.3 Company Background/Profile

Provide information on company background to include the following:

- a. Legal name, address, phone number, and website address.
- b. Date business was established under current name.
- c. Size of company including the total number of employees.
- d. Type of ownership or legal structure of business
- e. Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.
- f. Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?
- g. Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.

8.4 Experience

Complete the References Form in Attachment B. For each reference provided, please include:

- a. Scope of services/contract description (including dates).
- b. Dollar value of contract.
- c. Assigned project personnel.
- d. The contracting entity's contact person, phone number, and e-mail address as reference information
- e. Type of contract used (ex. Cooperative contract, State contract, individual contract)

8.5 Product Information/Service Capability

- a. Include detailed catalogs, descriptive literature, and/or a website address that lists all services and associated items that can be provided by the Proposer under this contract.
- b. Provide detailed information on service capabilities of your offering.
- c. Complete the Statement of Work Questionnaire in Attachment A.

8.6 Cost

- a. Complete the Discount by Category in Attachment C. Rates provided shall be not-to-exceed rates or shall be tiered by spend.
- b. Complete the Sample Project Pricing in Attachment C. The pricing for the sample project shall reflect the rates provided in the Discount by Category.
- c. Volume Discounts or Rebates – Include any volume discounts or rebates available to Participating Public Agencies (such as prompt pay discounts, etc.).

8.7 Financial Statements

Proposers shall submit a recent history of financial solvency and provide the following:

- a. Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.
- b. Name and address of firm preparing the attached financial statement.
- c. State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.

9. EVALUATION CRITERIA

Proposals will be evaluated on the basis of information presented in the proposal package and on an analysis of other available information. The County may conduct such investigations or interviews as it deems necessary to assist in the evaluation of any proposal submitted and to establish to Cobb County's satisfaction the qualifications of any Proposer.

Proposals will be evaluated on the basis of the following criteria:

- a. Company Background/Profile
- b. Relevant Experience and Reference Responses
- c. Breadth of Products Offered and Service Approach
- d. Financial Stability
- e. Cost
- f. National Qualifications (including response to the U.S. Communities Information Section and inclusion of Administration Agreement, signed, unaltered)

10. BASIS OF AWARD

Proposals will be evaluated by a team of procurement professionals and the award will be made to the firm(s) whose proposal is determined to be most advantageous to US Communities and Cobb County Government.

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.

Cobb County 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 Cobb County and Participating Public Agencies as a result of this solicitation.

11. CALENDAR OF EVENTS

Event	Date
Issue RFP	Friday, August 31, 2018
Pre-Proposal Conference (non-mandatory)	Tuesday, September 11, 2018, 1:00 PM EDT
Deadline for receipt of questions via email	Tuesday, September 18, by 5:00pm EDT
Issuance of last addendum (if required)	Friday, September 21, 2018
Proposal Submission Deadline	Thursday, September 27, 2018 by 12:00 PM EDT
Finalist firms interviewed via phone	on or about October 17, 2018
Contract Effective Date	January 15, 2019

SECTION TWO: COBB COUNTY GENERAL INSTRUCTIONS FOR PROPOSERS,
TERMS AND CONDITIONS

I. Preparation of Proposals

Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk, as the proposer will be held accountable for their proposal response.

Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.

Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.

Requests for Proposals (RFP) issued by Cobb County are advertised on the Cobb County Internet site (www.cobbcounty.org/purchasing), on the Georgia Procurement Registry and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

II. Delivery

Each proposer should state time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. Explanation to Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc. must be received in writing by **5:00 PM on September 18, 2018** in order for a reply to reach all proposers before the close of the bid. Any information concerning an RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

Submit questions in writing to:
Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

The written proposal documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: www.cobbcounty.org/purchasing Receipt of addenda shall be acknowledged in the submitted proposal. It is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

IV. Submission of Proposals

Proposals shall be enclosed in a sealed package, addressed to the Cobb County Purchasing Department with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda shall be enclosed in the sealed envelopes as well. **All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope will not be accepted.**

Unsigned proposals will not be considered.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

Except as otherwise provided by law, information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified with the appropriate affidavit as required by the Georgia Open Records Act. Marking an entire proposal as proprietary will be neither accepted nor honored.

Each Proposer is required to keep the contents of their proposal confidential once it is submitted until the award to the successful Proposer is made. Releasing any information regarding the proposal to third parties or the media prior to the conclusion of the selection process will be immediate grounds for the County to reject the proposal as non-responsive.

V. Withdraw Proposal Due to Error

The proposer shall give notice in writing of his claim of right to withdraw his proposal without penalty due to an error within two (2) business days (48 hours) after the conclusion of the proposal opening. Proposals may be withdrawn from consideration if the price was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the proposal, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. The proposer's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his proposal. If a proposal is withdrawn under the authority of this provision, the lowest remaining responsive proposal shall be deemed to be low proposal. Proposal withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to

whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

VI. F.O.B. Point

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until the items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

VIII. Bid, Payment & Performance Bonds – Not Required

IX. Insurance

A. Requirement:

Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

B. Minimum Limits of Insurance:

Contractor shall maintain insurance policies with coverage and limits no less than:

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on “an occurrence” basis (“claims made” coverage is not acceptable).
- ii. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

- iii. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.
- iv. Professional Liability (Errors and Omissions) Coverage: \$1,000,000 combined single limit per occurrence is required, in the event a contractor is performing design, engineering or other professional services.
- v. Commercial Umbrella or Excess Liability Coverage: \$2,000,000 in liability excess coverage per occurrence above the contracts stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.
- vi. Builder's "All Risk" Insurance: In the event Contractor is performing construction services under the Contract, Contractor shall procure and maintain "All-Risk" Builder's insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable value" of such equipment and 100% of the value of the Contract, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lighting, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by Owner so that Owner may ensure the financial solvency of the Contractor. At the option of Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations,

claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- i. General Liability, Automobile Liability, and Umbrella/Excess Insurance
 - (a) Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as “Insured Party” or “Insured Parties”) are to be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.
 - (b) Primary Insurance Requirement. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
 - (c) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
 - (d) Separate Coverage. Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
 - (e) Defense Costs/Cross Liability. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

E. Workers' Compensation and Employers Liability Coverage

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Owner, and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for Owner.

F. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for Owner.

G. All Coverages

i. Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner, in care of the Cobb County **insert department name and address**. Owner reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

(ii) Acceptability.

The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Cobb County. All policies shall be subject to approval by Cobb County Attorney's Office as to form and content.

(iii) Failure of Insurers.

The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form

H. Verification of Coverage

Contractor shall furnish Owner with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to Owner. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by Owner before any work commences. Owner reserves the right to require complete, certified copies of all required insurance policies at any time. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage

I. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement,

including, but not limited to, naming the Insured Parties as additional insureds.

X. Award

Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations or obtain such clarifications as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

The County reserves the right to reject or accept any or all proposals for any reason and to waive technicalities, informalities and minor irregularities in the proposals received in the County's sole discretion and best interest. The County reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

Time payment discounts will be considered in arriving at net prices and in award of proposal.

It is the intent of Cobb County Government to award all contracts in a manner that promotes fair, equitable treatment of all contractors and sub-contractors without regard to race, color, creed, national origin, gender, age, or disability.

XI. County Furnished Property

The County will furnish no material, labor or facilities unless so provided in the RFP.

XII. Rejection of Proposals

Failure to observe any of the instructions or conditions in this request for proposal may constitute grounds for rejection of proposal.

XIII. Contract

Upon submitting a proposal in response to an RFP containing a Cobb County Sample Contract as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Cobb County requires that the successful proposer(s) shall enter into a contract that is substantially the same as the Sample Contract unless modified by agreement of the parties. If any exceptions are taken to any part of the Sample Contract, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the Sample Contract in its entirety. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final contract, and the County reserves the right to make changes to the Sample Contract. In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP.

Each proposal is received with the understanding that selection as the successful proposer by the County does not constitute a written contract between the successful proposer and the County, but shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal upon execution of a written contract with the County authorized by the County Board of Commissioners and signed by the Chairman. Once a contract is executed by the proper authorities for each party, the County, on its part, may order from such contractor, and except for cause beyond reasonable control, pay for, at the agreed prices, all articles specified and delivered.

XIV. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XV. Non-Collusion

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor
- (c) No attempt has been made, or will be made, by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVI. Conflict of Interest, Etc.

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and
2. That no employee of the County, nor any member thereof, not any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

The responding firm also warrants that he and his sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-consultant(s) to solicit or secure a contract agreement with Cobb County, as related to this RFP, and that he and his sub-consultant(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the responding firm or his sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the subsections above.

XVII. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding, however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XIX. Substitutions

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XX. Ineligible Proposers

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XXI. General Information

Sealed proposals, with original signatures, will be accepted by the County Purchasing Department at the time, place, and date specified. One (1) original, one (1) copy and two (2) electronic copies, on flash drives, of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has authority over project negotiation.

These proposals must be in accordance with the purposes, conditions, and instructions provided in this RFP. The Cobb County Board of Commissioners assumes no responsibility for proposals received after the submission time, whether due to mail delays or any other reason. Proposals received after the submission time will be filed unopened and considered non-responsive.

As previously stated under IV, unsigned proposals will not be considered.

Cobb County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether that proposal is selected. All work performed by the successful respondent shall be performed in compliance with the Americans With Disabilities Act.

XXII. Uniformity of Proposal

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The respondent's degree of compliance with the requirements of the RFP will be a factor in the subsequent point-based evaluation of the proposal. Proposals with major deviations or omissions may not be considered for detailed study. Proposals will become part of the contract with Cobb County should they be selected under the RFP.

XXIII. Request Additional Information

Inquiries that must be answered in regards to the Proposal procedures or technical matters must be submitted in writing via U.S. Mail or facsimile or email to:

Cobb County Purchasing
122 Waddell Street NE
Marietta, GA 30060
Fax: (770) 528-1154
Email: purchasing@cobbcounty.org

Cobb County will not orally or telephonically address any question or clarification regarding specifications or procedures. Cobb County is not bound by any oral representations, clarifications, or changes made to the written specification by County employees, unless such clarification or change is provided to the respondent in written addendum from Cobb County.

XXIV. Firm Prices

Prices quoted by proposal shall be firm and best prices. Prices quoted must be valid for a minimum of ninety (90) days from the date of bid opening.

XXV. Proposal/Presentation Costs

The cost for developing a proposal will be borne by the respondent. Cobb County is not liable for any costs incurred by the respondent in preparation and/or presentation of proposals in response to this RFP or for travel and other costs related to this RFP.

XXVI. Proposal Format

Presentation of the relevant information is at the discretion of the respondent; however, the proposal must address all items identified in Section Titled, Proposal Requirements. To assist in the evaluation of proposals resulting from the RFP, it is recommended that each proposal be written in a concise and forthright manner and that unnecessary marketing statement and materials be avoided.

XXVII. Indemnification

By submitting a Proposal, the Proposer hereby agrees to indemnify, defend and hold harmless the County, its departments, employees and the Board of Commissioners from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage, including but not limited to intellectual property claims, arising directly or indirectly from the submission of the Proposal hereunder, but only to the extent such claims are caused by the negligence, recklessness or intentionally wrongful conduct of the Proposer or its agents, employees, associates, subcontractors or others working at the direction of Proposer. This indemnification obligation survives beyond the submission date of the Proposal and the dissolution or, to the extent allowed by law, the bankruptcy of the Proposer.

XXVIII. Indemnification/Hold Harmless

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, ("Liabilities") which may arise from or be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section XXVII.

In any and all claims against an Indemnified Party or Indemnified Parties by an employee of the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section XXVII shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, or its subcontractors, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

This obligation to indemnify, defend and hold harmless the Indemnified Party and Indemnified Parties shall survive the expiration or termination of this Agreement provided that the claims are based upon or arise out of acts or omissions that occurred during the performance of this Agreement.

XXIX. Local Vendor Presence (LVP) Program – Not Applicable

XXX. Proposal Evaluation

The Evaluation process will address current requirements and consider possible future operation and maintenance needs. Both objective and subjective rationale will be involved in the decision process.

1. Evaluation Responsibility

A selection committee will coordinate the review of all proposals and will submit a recommendation to the County Manager and Board of Commissioners.

2. Presentations

During the evaluation process, the members of the selection committee may require that responding firms conduct a presentation. If required, these presentations will be

scheduled in advance and limited in time. Location of the presentations will be pre-arranged.

3. Evaluation Criteria

The County will use a specific set of criteria for the qualitative evaluation of competitive proposals. The structure of the evaluation will be to assign points to each response in a number of categories. **A non-response to a specific category will result in no points being awarded for that category.** Final rankings will be based on a combination of price (where applicable) and qualitative factors.

The evaluation by any Selection Committee will be based on the criteria listed in Section One, Paragraph 9: Evaluation Criteria.

All proposal requirements must be met, or capable of being met by the responding firm or the proposal will be disqualified as non-responsive. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all project work on schedule should submit a Proposal.

XXXI. Multi-Year Contract Provisions

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

XXXII. Termination for Convenience

The successful Proposer will be required to enter into a contract containing a provision for termination of the contract for the County's convenience. The following is a sample of the provision.

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective.

However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

XXXIII. Proposal Requirements

The respondents must demonstrate competence and experience in the area of expertise outlined in this Request for Proposal.

If required, respondents must demonstrate competence and experience in public speaking and graphic presentations for the purpose of conveying project information to large and diverse community groups. Respondents should also be able to demonstrate the ability to build consensus among public and private interest groups related to this project.

XXXIV. Cover Letter/Executive Summary

Respondents shall provide a cover letter or letter of transmittal to briefly summarize the company's interest and relevant qualifications for the project. This letter shall not exceed two (2) pages and shall be signed by an agent of the responding firm who is authorized to negotiate the details of the proposed services.

XXXV. Project Team

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

XXXVI. Special Terms and Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

XXXVII. Compliance with Georgia Security and Immigration Compliance Act
PROCEDURES & REQUIREMENTS
(Effective 09-20-2013 - Supersedes All Previous Versions)

BACKGROUND

Pursuant to the “Georgia Security and Immigration Compliance Act,” Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor and/or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b) (1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor’s name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County’s experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work.

DEFINITIONS

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Physical Performance of Services – any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99.

PROCEDURES & REQUIREMENTS

1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described below.
2. Responsive Bid Documents: Responsive bid documents MUST INCLUDE a signed, notarized affidavit from the contractor in the form attached as EXHIBIT A (CONTRACTOR AFFIDAVIT & AGREEMENT). **If the affidavit is not submitted at the time of the bid, the applicant will be disqualified.**

This Affidavit Must Be Signed, Notarized And Submitted With Any Bid Requiring The Performance Of Physical Services. If The Affidavit Is Not Submitted At The Time Of The Bid, The Bid Will Be Determined To Be Non-Responsive And Will Be Disqualified.

3. Contract Language & Contractual Requirements: Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:
 - (a) That affidavits in the form attached to these “Procedures & Requirements” be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;
 - (b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the “Immigration Compliance Certification” and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;
 - (c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
 - (d) That the contractor be responsible for obtaining and providing to the County the “Subcontractor Affidavit & Agreement” and “Immigration Compliance Certification” attached to and required under these “Procedures & Requirements” from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;
 - (e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
 - (f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to

comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

(g) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

(h) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

4. Immigration Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the “IMMIGRATION COMPLIANCE CERTIFICATION” form attached to these “Procedures & Requirements” and submit the same to the County.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed “IMMIGRATION COMPLIANCE CERTIFICATION” from each subcontractor (regardless of tier) and submit the same to the County.

FORM ATTACHMENTS:

1. CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A);
2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
3. IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

**CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)**

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS ____ DAY OF _____, 201__

Notary Public Commission Expires: _____

Effective 09-20-2013

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A-1)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201__

Notary Public Commission Expires: _____

Effective 09-20-2013

IMMIGRATION COMPLIANCE CERTIFICATION
(Required to be completed by Contractors and all Subcontractors)
(EXHIBIT A-2)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

(Project Name/Description)		

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

Signature of Officer

Printed Name/Title

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201__

Notary Public
Commission Expires: _____

Effective 09-20-2013

XXXVIII. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eeo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
 - a. DBE businesses are requested to identify such status at the time they register as a vendor.
 - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
 - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

The Plan applies only to projects which are clearly indicated by the County.

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department
Attn: Purchasing Director
122 Waddell Street
Marietta, GA 30060
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

Name of Business: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Certification Number: _____

Name of Organization Certification _____

**This information is acquired for informational purposes only and
will have no bearing on the award unless otherwise stated.**

Instructions for Completing Exhibit C
Disadvantaged Business Enterprise (DBE)
Participation Report

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP/ITB or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

***** Instructions *****

1. Contractor/Vendor is furnished the one-page ***DBE Monthly Participation Report*** with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this report for each billing period and attaches it to the invoice to then be sent to the County department/agency receiving the service or product.
3. Upon receipt of a Contractor/Vendor invoice and DBE report, the County department/agency receiving the service or product should keep a copy of the completed DBE report for their reporting process. In order to add or verify the prime contractor is registered as a DBE vendor in AMS, the County department/agency should send a copy of the DBE report to:

Cobb County Purchasing Division
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE.
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.
3. Has a personal net worth which does not exceed \$750,000.
4. The business meets the Small Business Administration's size standard for a small business. Its annual gross receipts for the three previous fiscal years cannot have exceeded \$22,410,000. Depending on the type of work the business performs, other size standards may apply.
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8 (a) program.

Cobb County Government Disadvantaged Business Enterprise
Participation
Monthly Report

Contractor/Vendor: Please keep this blank report to make copies as needed. Print or type in the report, then send the completed report to the County department/agency receiving the service or product.

County Departments: Keep a copy of this completed report and use the dollar figures to input into your quarterly DBE report to the DBE Liaison (Records Management Division). If you already have a similar reporting method of gathering the dollar figures continue to use it. Send a copy of this completed report to the Purchasing Division (Attn: DBE Report) to add or verify the prime contractor is registered as a DBE vendor.

Submitted by: _____ Month Invoiced: _____
Name of Prime Contractor/Vendor From/To:

Cobb County Project Name: _____ Bid or P.O. Number: _____

Cobb County Department or Agency receiving service or product: _____

Description of Purchased Service/Product: _____

Full Contracted Amount: \$_____ Payment amount requested at this time: \$_____

1. Are YOU, the Prime Contractor a DBE business? YES _____ NO _____
2. Are YOUR subcontractors DBE vendors? YES _____ NO _____

Please provide information below for each participating DBE subcontractor(s).

DBE Subcontractor Business Name	Type Service or Product Supplied	DBE Subcontractor Business/Contact Tel. Number	Actual Dollar Value of DBE Subcontractor Participation this Reporting Month
			\$
			\$
			\$
			\$
			\$

Submitted by: _____
Printed Name Signature of Authorized Representative

Title or position: _____

Date Completed: _____

SECTION THREE: U.S. COMMUNITIES INFORMATION

1. SUPPLIER QUALIFICATIONS

Commitments

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

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

(a) **Corporate Commitment.**

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

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

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

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

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

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

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

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

(b) **Pricing Commitment.**

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

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

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

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

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

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

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

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

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

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

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in 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;
- (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.

2. 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 may result in disqualification.

3. 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

4. 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 Section 3.

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 state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.
5. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
6. Describe how your company proposes to distribute the Workforce Management products and services nationwide.
7. Identify all other companies that will be involved the Workforce Management Systems provided to the end user.
8. Provide the number, size and location of your company's distribution facilities, warehouses, support centers and retail network (if applicable).
9. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.
10. 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 Section 3 (page 41), 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 Account 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 the products, services and systems to be provided by major product category set forth in Section One 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. Provide a description of any related products, services or systems offered by your company. Include any associated costs in the Cost Proposal.
3. 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.
4. Please provide any consulting services included in your offering. Examples include inventory solutions, emergency preparedness programs and design services.
5. Are your products able to integrate with other services, such as job board integration, Work Opportunity Tax Credit services, HR and Payroll Knowledge Base, benefits carrier integration, and telephony data collection systems? If so, please provide details on the services and integration capabilities.
6. Describe your company's customer support capabilities. Include information on whether any functions of customer support are in-house or outsourced.
7. Describe your company's ability to assist with recommendations on the development of a disaster recovery plan for Participating Public Agencies. Include any previous experience, contingency plans, alternatives and issues related to continuing system operations in the event of an extended total system outage.

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.

5. 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 individual 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;
- (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, 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	89518997	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	1603.64	
956000735	178	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1625.05	
956000735	178	89374835	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	Comment
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below
Account No.	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	Must be a valid City name
State	Yes	Text	2	CA	
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Yes	Number	2	30	See Agency Type Table Below
Year	Yes	Number	4	2010	
Qtr	Yes	Number	1	4	
Month	Yes	Number	2	12	
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas

Agency Type Table	
Agency Type ID	Agency Type Description
10	K-12
11	Community College
12	College and University
20	City
21	City Special District
22	Consolidated City/County
30	County
31	County Special District
40	Federal
41	Crown Corporations
50	Housing Authority
80	State Agency
81	Independent Special District
82	Non-Profit
84	Other

6. 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.

7. 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

All 50 states in the United States of America:

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

Public Agency Name	State	BISHOP MUSEUM	HI
84th Engineer Battalion	HI	BOARD OF WATER SUPPLY	HI
ADMIN. SERVICES OFFICE	HI	BRIGHAM YOUNG	
ALCOHOLIC		UNIVERSITY - HAWAII	HI
REHABILITATION SVS OF		BUILDING INDUSTRY	
HI INC DBA HINA MAUKA	HI	ASSOCIATION OF HAWAII	HI
Aloha United Way	HI	Chamber of Commerce Hawaii	HI
ALOHACARE	HI	CHAMINADE UNIVERSITY	
AMERICAN LUNG		OF HONOLULU	HI
ASSOCIATION	HI	Child and Family Service	HI
Angels at Play Preschool &		CITY AND COUNTY OF	
Kindergarten	HI	HONOLULU	HI
AOAO Royal Capitol Plaza	HI	COLLEGE OF THE	
ARGOSY UNIVERSITY	HI	MARSHALL ISLANDS	HI
ASSOCIATION OF OWNERS		Commander, Navy Region	
OF KUKUI PLAZA	HI	Hawaii	HI
Big Brothers Big Sisters	HI	Community Empowerment	
		Resources	HI

CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI	HAWAII PACIFIC UNIVERSITY	HI
COUNTY OF HAWAII	HI	Hawaii Peace and Justice Hawaii Psychological Association	HI
COUNTY OF MAUI	HI	HAWAII STATE FCU	HI
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	HI	HAWAII TECHNOLOGY ACADEMY	HI
DCCA	HI	Holy Nativity School	HI
Defense Information System Agency	HI	Homewise Inc.	HI
DEPARTMENT OF EDUCATION	HI	Honolulu Community College	HI
Department of Veterans Affairs	HI	Honolulu Fire Department	HI
DOT Airports Division Hilo	HI	HONOLULU HABITAT FOR HUMANITY	HI
International Airport	HI	International Archaeological Research Institute, Inc.	HI
E Malama In Keiki O Lanai	HI	Iolani School	HI
EAH, INC.	HI	ISLAND SCHOOL	HI
EASTER SEALS HAWAII	HI	Islands Hospice Inc	HI
Ewa Makai Middle School	HI	IUPAT, DISTRICT COUNCIL 50	HI
FAMILY SUPPORT SERVICES OF WEST HAWAII	HI	Judiciary - State of Hawaii	HI
First United Methodist Church	HI	Kailua High School	HI
GOODWILL INDUSTRIES OF HAWAII, INC.	HI	Kailua Racquet Club, Ltd.	HI
HABITAT FOR HUMANITY MAUI	HI	Kama'aina Care Inc	HI
Haggai Institue	HI	KAMEHAMEHA SCHOOLS	HI
HALE MAHAOLU	HI	Kauai Community College	HI
HANAHAU'OLI SCHOOL	HI	Kauai County Council	HI
HAROLD K.L. CASTLE FOUNDATION	HI	Kauai Youth Basketball Association	HI
HAWAII AGRICULTURE RESEARCH CENTER	HI	KE KULA O S. M. KAMAKAU	HI
Hawaii Area Committee	HI	Keawala'i Congregational Church	HI
Hawaii Baptist Academy	HI	KIHEI CHARTER SCHOOL	HI
Hawaii Bicycling League	HI	Kipuka o Ke Ola	HI
Hawaii Carpenters Market	HI	KONA PACIFIC PUBLIC CHARTER SCHOOL	HI
Recovery Program Fund	HI	Kroc Center Hawaii	HI
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY	HI	Kumpang Lanai	HI
hawaii commerce and consumer affairs	HI	Kumulani Chapel	HI
HAWAII EMPLOYERS COUNCIL	HI	Kupu	HI
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	HI	Lanai Community Health Center	HI
Hawaii Health Connector	HI	Lanai Community Hospital	HI
HAWAII HEALTH SYSTEMS CORPORATION	HI	Lanai Federal Credit Union	HI
Hawaii Information Consortium	HI	Lanai Youth Center	HI
Hawaii Island Humane Society	HI	LANAKILA REHABILITATION CENTER INC.	HI
Hawaii Medical College	HI		

LearningRx Honolulu West	HI	READ TO ME	
Leeward Community Church	HI	INTERNATIONAL	
LEEWARD HABITAT FOR		FOUNDATION	HI
HUMANITY	HI	RESEARCH CORPORATION	
Malama Honua Public Charter		OF THE UNIVERSITY OF	
School	HI	HAWAII	HI
Manoa Heritage Center	HI	Ricoh	HI
Marine Corps Community		ROMAN CATHOLIC	
Service	HI	CHURCH IN THE STATE OF	
MARINE SURF WAIKIKI,		HAWAII	HI
INC.	HI	Saint Louis School	HI
MARYKNOLL SCHOOL	HI	School Lunch Program	HI
Maui Aids Foundation Inc	HI	Silver Dolphin Bistro	HI
MAUI COUNTY COUNCIL	HI	SOH- JUDICIARY	
MAUI COUNTY FCU	HI	CONTRACTS AND PURCH	HI
MAUI ECONOMIC		ST JOHN THE BAPTIST	HI
DEVELOPMENT BOARD	HI	St. Francis Healthcare System	HI
MAUI ECONOMIC		St. Theresa School	HI
OPPORTUNITY, INC.	HI	STATE DEPARTMENT OF	
MAUI FAMILY YMCA	HI	DEFENSE	HI
Maui High Band Booster Club	HI	STATE OF HAWAII	HI
Maui Police Department	HI	State of Hawaii - Office of	
Montessori Community School	HI	Enterprise Technology Services	HI
Mutual Housing Association of		State of Hawaii Department of	
Hawaii	HI	Human Services	HI
NA HALE O MAUI	HI	State of Hawaii Department of	
NA LEI ALOHA		Transportation	HI
FOUNDATION	HI	State of Hawaii-Department of	
Naalehu Assembly of God	HI	Health-Disability &	
Native Hawaiian Hospitality		Communication Access	HI
Association	HI	STATE OF HAWAII, DEPT.	
NETWORK ENTERPRISES,		OF EDUCATION	HI
INC.	HI	Tetrahedron Sourcing	HI
Office of the Governor	HI	Third Judicial Circuit - State of	
Olanur	HI	Hawaii	HI
One Kalakaua	HI	Tri-Isle RC&D	HI
ORI ANUENUE HALE, INC.	HI	Tri-Isle Resource Conservation	
Our Savior Lutheran School	HI	and Development District	HI
outrigger canoe club		Tutu and Me Traveling	
PACIFIC BUDDHIST	HI	Preschool	HI
ACADEMY	HI	United Chinese Society	HI
PARTNERS IN		UNIVERSITY OF HAWAII	
DEVELOPMENT		AT MANOA	HI
FOUNDATION	HI	UNIVERSITY OF HAWAII	
Pohaha I Ka Lani		FEDERAL CREDIT UNION	HI
POLYNESIAN CULTURAL		University of the Nations	HI
CENTER	HI	US Navy	HI
Pukalani Baptist Church	HI	Variety School of Hawaii	HI
PUNAHOU SCHOOL	HI	W. M. KECK	
Puu Heleakala Community		OBSERVATORY	HI
Association	HI	WAIANAE COMMUNITY	
Queen Emma Gardens AOA	HI	OUTREACH	HI
		Waimanalo Elementary and	
		Intermediate School	HI
		West Maui Community Federal	
		Credit Union	HI

Western Pacific Fisheries Council	HI	Kaneohe	HI
YMCA OF HONOLULU	HI	Kapaa	HI
Hawaii County	HI	Kapaa	HI
Honolulu County	HI	Kapolei	HI
Kauai County	HI	Kaumakani	HI
Maui County	HI	Kaunakakai	HI
Kalawao County	HI	Kawela Bay	HI
Aiea	HI	Keaau	HI
Anahola	HI	Kealakekua	HI
Barbers Point N A S	HI	Kealia	HI
Camp H M Smith	HI	Keauhou	HI
Captain Cook	HI	Kekaha	HI
Eleele	HI	Kihei	HI
Ewa Beach	HI	Kilauea	HI
Fort Shafter	HI	Koloa	HI
Haiku	HI	Kualapuu	HI
Hakalau	HI	Kula	HI
Haleiwa	HI	Kunia	HI
Hana	HI	Kurtistown	HI
Hanalei	HI	Lahaina	HI
Hanamaulu	HI	Laie	HI
Hanapepe	HI	Lanai City	HI
Hauula	HI	Laupahoehoe	HI
Hawaii National Park	HI	Lawai	HI
Hawaiian Ocean View	HI	Lihue	HI
Hawi	HI	M C B H Kaneohe Bay	HI
Hickam AFB	HI	Makawao	HI
Hilo	HI	Makaweli	HI
Holualoa	HI	Maunaloa	HI
Honaunau	HI	Mililani	HI
Honokaa	HI	Mountain View	HI
Honolulu	HI	Naalehu	HI
Honomu	HI	Ninole	HI
Hoolehua	HI	Ocean View	HI
Kaaawa	HI	Ookala	HI
Kahuku	HI	Paaupau	HI
Kahului	HI	Paaui	HI
Kailua	HI	Pahala	HI
Kailua Kona	HI	Pahoa	HI
Kalaheo	HI	Paia	HI
Kalaupapa	HI	Papaaloa	HI
Kamuela	HI	Papaikou	HI
		Pearl City	HI

Pearl Harbor	HI	A Jesus Church Family	OR
Pepeekeo	HI	A. C. Gilbert's Discovery Village	OR
Princeville	HI	A&I Benefit Plan	
Pukalani	HI	Administrators, Inc.	OR
Puunene	HI	ABIQUA SCHL	OR
Schofield Barracks	HI	Abuse Recovery Ministry & Services	OR
Tripler Army Medical Center	HI	Access Inc	OR
Volvano	HI	ACUMENTRA HEALTH	OR
Wahiawa	HI	Adapt	OR
Waialua	HI	ADDICTIONS RECOVERY CENTER, INC	OR
Waianae	HI	Adelante Mujeres	OR
Waikoloa	HI	advocate care	OR
Wailuku	HI	African American Health Coalition, Inc.	OR
Waimanalo	HI		
Waimea	HI	Agia Sophia Academy	OR
Waipahu	HI	Aging and People with Disabilities	OR
Wake Island	HI		
Wheeler Army Airfield	HI	Albany Partnership for Housing and Community Development	OR
Brigham Young University - Hawaii	HI	Albany Police Department	OR
Chaminade University of Honolulu	HI	Albertina Kerr Centers	OR
Hawaii Business College	HI	Aldersgate Camps and Retreats	OR
Hawaii Pacific University	HI	All God's Children International	OR
Hawaii Technology Institute	HI	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	OR
Heald College - Honolulu	HI	ALLIANCE CHARTER ACADEMY	OR
Remington College - Honolulu Campus	HI	Alpha Lambda House Corporation	OR
University of Phoenix - Hawaii Campus	HI		
Hawaii Community College	HI	Alvord Taylor	OR
Honolulu Community College	HI	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	OR
Kapiolani Community College	HI	ALZHEIMERS NETWORK OF OREGON	OR
Kauai Community College	HI		
Leeward Community College	HI	Amani Center	OR
Maui Community College	HI	American Legion Aloha Post 104	OR
University of Hawaii at Hilo	HI	American Tinnitus Association	OR
University of Hawaii at Manoa	HI	Amity Fire District	OR
Windward Community College	HI	Amity School District 4-J	OR
123d Fighter Squadron	OR	Ananda Center at Laurelwood	OR
211INFO	OR	ANGELL JOB CORPS	OR
300 Main Inc	OR	Apostolic Church of Jesus Christ	OR
1000 FRIENDS OF OREGON	OR	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	OR
A FAMILY FOR EVERY CHILD	OR		
A Hope For Autism Foundation	OR	ARLINGTON SCHOOL	OR

DISTRICT NO. 3		DISTRICT	
Ascension Episcopal Parish	OR	Bend-La Pine Schools	OR
Ashbrook Independent School	OR	BENTON COUNTY	OR
Ashland Art Center	OR	BENTON HOSPICE SERVICE	OR
ASHLAND COMMUNITY HOSPITAL	OR	Benton Soil & Water Conservation District	OR
ASHLAND PUBLIC SCHLS	OR	Best Care Treatment Center	OR
Association of Oregon		Beta Omega Alumnae	OR
Community Mental Health Programs	OR	BETHEL CHURCH OF GOD	OR
Association of Oregon		Bethel School District #52	OR
Corrections EMPloyees, Inc.	OR	Bethesda Lutheran Church	OR
ASSOCIATION OF OREGON COUNTIES	OR	Bethlehem Christian Pre-School	OR
ASTORIA SCHOOL DISTRICT 1C	OR	BIENESTAR, INC.	OR
ATHENA LIBRARY		BILL HUNT	OR
FRIENDS ASSOCIATION	OR	Billy Webb Elks lodge #1050	OR
Athena Weston School District 29RJ	OR	BioGift Anatomical	OR
Aurora Rural Fire District	OR	BIRCH COMMUNITY SERVICES, INC.	OR
Auxiliary services	OR	BIRTHINGWAY COLLEGE OF MIDWIFERY	OR
AVON	OR	BLACHLY LANE ELECTRIC COOPERATIVE	OR
Bags of Love	OR	Blachly-Lane Electric Co-op	OR
Baker County	OR	Blanchet House of Hospitality	OR
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	OR	BLIND ENTERPRISES OF OREGON	OR
Baker Elks	OR	BLUE MOUNTAIN COMMUNITY COLLEGE	OR
BAKER SCHOOL DISTRICT 5-J	OR	BNAI BRITH CAMP	OR
BANDON SCHOOL DISTRICT	OR	BOARD OF MEDICAL EXAMINERS	OR
Banks Fire District #13	OR	Boardman Rural Fire Protection District	OR
BANKS SCHOOL DISTRICT	OR	Bob Belloni Ranch, Inc.	OR
BARLOW YOUTH FOOTBALL	OR	BONNEVILLE ENVIRONMENTAL FOUNDATION	OR
Barter Union International	OR	Bonneville Power Administration	OR
BAY AREA FIRST STEP, INC.	OR	Boys & Girls Club of Corvallis	OR
BAY AREA HOSPITAL DISTRICT	OR	Boys & Girls Club of Salem, Marion & Polk Counties	OR
Bay Area Labor Center	OR	Boys & Girls Clubs of Emerald Valley	OR
Beaverton Christians Church	OR	Boys and Girls Club of the rogue valley	OR
Beaverton Rock Creek	OR	BOYS AND GIRLS CLUBS OF PORTLAND	
Foursquare Church	OR	METROPOLITAN AREA	OR
BEAVERTON SCHOOL DISTRICT	OR	Breast Friends	OR
Bend Elks Lodge 1371	OR	Bridgeport Community Chapel	OR
Bend International School	OR	Bridges to Change	OR
Bend Metro Park & Recreation District	OR		
Bend Park and Recreation District	OR		
BEND-LA PINE SCHOOL	OR		

BROAD BASE PROGRAMS INC.	OR	Cedar Hills Baptist Church	OR
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	OR	CEDAR MILL COMMUNITY LIBRARY	OR
Brookings Elks Lodge	OR	Cedar Sinai Park-Robison Jewish Healthcare	OR
Brookings Fire / Rescue	OR	CENTENNIAL SCHOOL DISTRICT	OR
Brookings Harbor Christian School	OR	CENTER FOR COMMUNITY CHANGE	OR
Brookings- Harbor School District 17c	OR	Center For Continuous Improvement	OR
Brooklyn Primary PTO	OR	Center for Family Development	OR
Building Healthy Family	OR	Center for Human Development	OR
Bureau Of Land Management	OR	CENTER FOR RESEARCH TO PRACTICE	OR
Burns Paiute Tribe	OR	CENTRAL BIBLE CHURCH	OR
Butte Creek Scout Ranch	OR	CENTRAL CATHOLIC HIGH SCHOOL	OR
Butte Falls School District	OR	CENTRAL CITY CONCERN	OR
Calvary Assembly of God	OR	CENTRAL CURRY SCHL DIST#1	OR
Camelto Theatre Company	OR	CENTRAL DOUGLAS COUNTY FAMILY YMCA	OR
Camp Fire Columbia	OR	Central Lincoln People's Utility District	OR
CANBY FOURSQUARE CHURCH	OR	CENTRAL OREGON COMMUNITY COLLEGE	OR
CANBY SCHOOL DISTRICT	OR	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR
Canby School District No 86	OR	CENTRAL OREGON IRRIGATION DISTRICT	OR
Canby Utility	OR	Central Oregon Visitors Association	OR
CANCER CARE RESOURCES	OR	CENTRAL POINT SCHOOL DISTRICT NO. 6	OR
Cannon Beach Fire	OR	Central Presbyterian Church	OR
CANYONVILLE CHRISTIAN ACADEMY	OR	CENTRAL SCHOOL DISTRICT 13J	OR
Cappella Romana	OR	Central School District 13J (Polk County, Oregon)	OR
CARE OREGON	OR	CHEHALEM PARK AND RECREATION DISTRICT	OR
CASA of Marion County	OR	CHEMEKETA COMMUNITY COLLEGE	OR
cascade AIDS	OR	Child Evangelism Fellowship	OR
Cascade Health Solutions	OR	CHILDPEACE MONTESSORI	OR
Cascade Height Public Charter School PTA	OR	Children's Relief Nursery	OR
Cascade Housing Association	OR	Childswork Learning Center	OR
CASCADE SCHOOL DISTRICT	OR	Christian Church of Woodburn	OR
CASCADES ACADEMY OF CENTRAL OREGON	OR	Christians As Family Adovates	OR
CASCADES WEST	OR	Church of Christ	OR
FINANCIAL SERVICES IN CASCADIA BEHAVIORAL HEALTHCARE	OR	CITY BIBLE CHURCH	OR
CASCADIA REGION GREEN BUILDING COUNCIL	OR	CITY COUNTY INSURANCE SERVICES	OR
CATHOLIC CHARITIES	OR		
CATHOLIC COMMUNITY SERVICES	OR		
CCI Enterprises Inc	OR		

City Govrnment	OR	City of Eugene	OR
CITY OF ADAIR VILLAGE	OR	CITY OF EUGENE	OR
CITY OF ALBANY	OR	CITY OF FAIRVIEW	OR
CITY OF ASHLAND	OR	CITY OF FALLS CITY	OR
City of Astoria Fire Department	OR	City of Florence	OR
CITY OF ASTORIA OREGON	OR	City of Forest Grove	OR
City of Astoria Parks Dept.	OR	CITY OF GATES	OR
CITY OF AUMSVILLE	OR	CITY OF GEARHART	OR
CITY OF AURORA	OR	CITY OF GERVAIS	OR
City of Baker City	OR	CITY OF GOLD HILL	OR
City of Banks	OR	CITY OF GRANTS PASS	OR
CITY OF BEAVERTON	OR	CITY OF GRESHAM	OR
City Of Bend	OR	CITY OF HALSEY	OR
CITY OF BOARDMAN	OR	CITY OF HAPPY VALLEY	OR
CITY OF BURNS	OR	City of Harrisburg	OR
CITY OF CANBY	OR	CITY OF HEPPNER	OR
CITY OF CANNON BEACH	OR	CITY OF HERMISTON	OR
OR	OR	CITY OF HILLSBORO	OR
CITY OF CANYONVILLE	OR	CITY OF HOOD RIVER	OR
City of Carlton	OR	City of Independence	OR
City of Cascade Locks	OR	CITY OF JOHN DAY	OR
City of Central Point Parks and Recreation	OR	City of Joseph	OR
CITY OF CENTRAL POINT	OR	City of junction city	OR
POLICE DEPARTMENT	OR	CITY OF KLAMATH FALLS	OR
CITY OF CLATSKANIE	OR	CITY OF LA GRANDE	OR
CITY OF COBURG	OR	CITY OF LAKE OSWEGO	OR
City of Columbia City	OR	CITY OF LAKESIDE	OR
CITY OF CONDON	OR	CITY OF LEBANON	OR
CITY OF COOS BAY	OR	CITY OF LINCOLN CITY	OR
City of Cornelius, OR	OR	CITY OF MADRAS	OR
CITY OF CORVALLIS	OR	CITY OF MALIN	OR
City of Corvallis Parks and Recreation	OR	CITY OF MCMINNVILLE	OR
CITY OF COTTAGE GROVE	OR	CITY OF MEDFORD	OR
CITY OF CRESWELL	OR	CITY OF MILL CITY	OR
CITY OF DALLAS	OR	CITY OF MILLERSBURG	OR
CITY OF DAMASCUS	OR	City of Milton-Freewater	OR
City of Dayton	OR	CITY OF MILWAUKIE	OR
City of Donald	OR	City Of Molalla	OR
CITY OF DUNDEE	OR	City of Monmouth	OR
City of Durham	OR	City of Monmouth / Public Works	OR
CITY OF EAGLE POINT	OR	CITY OF MORO	OR
CITY OF ECHO	OR	CITY OF MOSIER	OR
CITY OF ESTACADA	OR		

City of Mt. Angel	OR	City of Troutdale	OR
City of Nehalem	OR	CITY OF TUALATIN, OREGON	OR
CITY OF NEWBERG	OR	City of Union	OR
CITY OF NORTH PLAINS	OR	City of Veneta	OR
City of North Powder	OR	CITY OF WARRENTON	OR
City of Ontario	OR	CITY OF WEST LINN/PARKS	OR
CITY OF OREGON CITY	OR	City of Westfir	OR
City of Pendleton Convention Center	OR	CITY OF WILSONVILLE	OR
City of Pendleton Parks & Recreation	OR	CITY OF WINSTON	OR
City of Philomath	OR	CITY OF WOOD VILLAGE	OR
CITY OF PHOENIX	OR	CITY OF WOODBURN	OR
CITY OF PILOT ROCK	OR	CITY OF YACHATS	OR
CITY OF PORT ORFORD	OR	City of Yoncalla	OR
CITY OF PORTLAND	OR	CLACKAMAS COMMUNITY COLLEGE	OR
City of Portland Parks Bureau	OR	clackamas county	OR
CITY OF POWERS	OR	Clackamas County Disaster Management	OR
CITY OF PRAIRIE CITY	OR	Clackamas County Juvenile Dept	OR
CITY OF REDMOND	OR	Clackamas County Service District # 1/Tri-City Service District	OR
CITY OF REEDSPORT	OR	Clackamas County Water Environment Services	OR
City of Richland	OR	CLACKAMAS EDUCATION SERVICE DISTRICT	OR
CITY OF RIDDLE	OR	CLACKAMAS FIRE DIST#1	OR
CITY OF SALEM	OR	Clackamas River Trout Unlimited	OR
City of Salem Fire Department	OR	CLACKAMAS RIVER WATER	OR
CITY OF SANDY	OR	Clackamas River Water Providers	OR
CITY OF SCAPPOOSE	OR	CLACKAMS COUNTY COMMUNITY	OR
CITY OF SCIO	OR	CORRECTIONS	OR
CITY OF SEASIDE	OR	CLASSROOM LAW PROJECT	OR
City of Seaside Police Department	OR	Clatskanie People's Utility District	OR
CITY OF SHADY COVE	OR	Clatskanie RFPD	OR
City of Sheridan	OR	CLATSKANIE SCHL DIST #6J	OR
CITY OF SHERWOOD	OR	Clatsop Behavioral Healthcare	OR
CITY OF SILVERTON	OR	Clatsop Care Health District- Clatsop Retirement Village	OR
City of Sodaville	OR	Clatsop Community College	OR
CITY OF SPRINGFIELD	OR	CLATSOP COUNTY	OR
City of St. Helens	OR	Clatsop County Sheriff's Office	OR
CITY OF ST. PAUL	OR	Clean Slate Canine Rescue &	OR
CITY OF STAYTON	OR		
City of Sublimity	OR		
CITY OF SWEETHOME	OR		
City of Talent	OR		
CITY OF THE DALLES	OR		
CITY OF TIGARD, OREGON	OR		

Rehabilitation		Confederated Tribes of Warm Springs	OR
CLEAN WATER SERVICES	OR	Confederation of Oregon	
Clear Creek Middle School	OR	School Administrators	OR
Coalition for a Livable Future	OR	CONFLUENCE	
COAST REHABILITATION SERVICES	OR	ENVIRONMENTAL CENTE	OR
Coastal Family Health Center	OR	CONSERVATION BIOLOGY	
COLLEGE HOUSING	OR	INSTITUTE	OR
NORTHWEST	OR	Constructing Hope Pre-	
College Possible	OR	Apprenticeship Program	OR
College United Methodist Church	OR	Consumers Power Inc.	OR
COLTON SCHL DIST 53	OR	CONTEMPORARY CRAFTS	
COLUMBIA 911		MUSEUM AND GALLERY	OR
COMMUNICATIONS		Coos Art Museum	OR
DISTRICT	OR	COOS BAY SCHOOL	
Columbia Academy	OR	DISTRICT	OR
COLUMBIA CHRISTIAN SCHOOL	OR	COOS BAY SCHOOL	
COLUMBIA COMMUNITY		DISTRICT NO.9	OR
MENTAL HEALTH	OR	coos county	OR
COLUMBIA COUNTY, OREGON	OR	Coquille Economic	
COLUMBIA GORGE		Development Corporation	OR
COMMUNITY COLLEGE	OR	Coquille Indian Housing	
columbia gorge discovery center and museum	OR	Authority	OR
Columbia Gorge ESD	OR	COQUILLE SCHOOL	
COLUMBIA PACIFIC		DISTRICT 8	OR
ECONOMIC		Corban College	OR
DEVELOPMENT DISTRICT OF OREGON	OR	CORBETT SCHL DIST #39	OR
Columbia River Fire & Rescue	OR	Corvallis Caring Place	OR
Columbia River Inter-tribal Fish Commission	OR	CORVALLIS MOUNTAIN	
COLUMBIA RIVER PUD	OR	RESCUE UNIT	OR
COMMUNITY ACTION		Corvallis School District 509J	OR
ORGANIZATION	OR	Corvallis Waldorf School	OR
COMMUNITY ACTION TEAM, INC.	OR	COUNTY OF YAMHILL	
COMMUNITY CANCER CENTER	OR	SCHOOL DISTRICT 29	OR
Community Connection of Northeast Oregon, Inc.	OR	Cove City Hall	OR
Community Energy Project	OR	COVENANT CHRISTIAN	
COMMUNITY HEALTH CENTER, INC	OR	HOOD RIVER	OR
Community in Action	OR	crescent grove cemetery	OR
Community Shelter and Assistance Corporation	OR	CRESWELL SCHOOL	
COMMUNITY	OR	DISTRICT	OR
VETERINARY CENTER	OR	CROOK COUNTY ROAD	
CONCORDIA UNIV	OR	DEPARTMENT	OR
CONFEDERATED TRIBES OF GRAND RONDE	OR	CROOK COUNTY SCHOOL	
		DISTRICT	OR
		Crooked River Ranch Rural	
		Fire Protection District	OR
		CROSSROADS CHRISTIAN	
		SCHOOL	OR
		CS LEWIS ACADEMY	OR
		CULVER SCHOOL	
		DISTRICT NO.	OR
		Curry County Habitat for	
		Humanity	OR
		CURRY COUNTY OREGON	OR
		Curry Health Network	OR
		Curry Public Transit Inc	OR

Dallas Church	OR	Eagle Point School District #9	OR
DALLAS SCHOOL			
DISTRICT NO. 2	OR	Eagle point school district #9	OR
DAVID DOUGLAS SCHOOL			
DISTRICT	OR	EagleRidge High School	OR
Dayspring Fellowship	OR	Early College High School	OR
Daystar Education, Inc.	OR	EAST HILL CHURCH	OR
Dayton Christian Church	OR	EAST MULTNOMAH SOIL	
DAYTON SCHOOL		AND WATER	
DISTRICT NO.8	OR	CONSERVANCY	OR
DE LA SALLE N CATHOLIC			
HS	OR	East River Fellowship	OR
DECISION SCIENCE		EAST SIDE FOURSQUARE	
RESEARCH INSTITUTE,	OR	CHURCH	OR
INC.		EAST WEST MINISTRIES	
Deer Creek Elementary School	OR	INTERNATIONAL	OR
Deer Meadow Assisted Living	OR	Eastern Oregon Alcoholism	
DELIGHT VALLEY	OR	Foundation	OR
CHURCH OF CHRIST	OR	EAsern Oregon Trade and	
		Event Center	OR
Delphian School	OR	EASTERN OREGON	
Department of Administrative		UNIVERSITY	OR
Services	OR	Echo School District	OR
DePaul Treatment Centers, Inc.	OR	Echo Theater Company	OR
DESCHUTES COUNTY	OR	Ecola Bible School	OR
DESCHUTES COUNTY		Ecotrust	OR
RFPD NO.2	OR	EDUCATION NORTHWEST	OR
DESCHUTES COUNTY SD		Education Travel & Culture,	
NO.6 - SISTERS SD	OR	Inc.	OR
DESCHUTES PUBLIC		EDUCATIONAL POLICY	
LIBRARY	OR	IMPROVEMENT CENTER	OR
DESCHUTES PUBLIC			
LIBRARY SYSTEM	OR	Edwards Center Inc	OR
DFHFJDG	OR	eickhoff dev co inc	OR
Dial-A-Bus	OR	ELAW	OR
Direction Service, Inc.	OR	Elderhealth and Living	OR
Disjecta Contemporary Art			
Center	OR	Elgin school dist.	OR
DOGS FOR THE DEAF, INC.	OR	ELKTON SCHOOL	
DOUGLAS COUNTY		DISTRICT NO.34	OR
DOUGLAS COUNTY	OR	ELMIRA CHURCH OF	
SCHOOL DISTRICT 116		CHRIST	OR
DOUGLAS EDUCATION	OR		
SERVICE DISTRICT		Emerald Media Group	OR
DOUGLAS ELECTRIC	OR	EMERALD PUD	OR
COOPERATIVE, INC.			
DOUGLAS FOREST	OR	Emmanuel Bible Church	OR
PROTECTIVE	OR	EMMAUS CHRISTIAN	
Dove Medical		SCHOOL	OR
Dress for Success Oregon	OR	EN AVANT, INC.	OR
DrupalCon Inc., DBA Drupal	OR	Energy Trust of Oregon	
Association	OR	ENTERPRISE FOR	
Dufur Christian Church	OR	EMPLOYMENT AND	
DUFUR SCHOOL DISTRICT		EDUCATION	OR
NO.29	OR	environmental law alliance	
		worldwide	OR
		EPUD-Emerald People""s	
		Utility District	OR
	OR	Estacada Rural Fire District	OR

ESTACADA SCHOOL		First United Methodist Church	OR
DISTRICT NO.108	OR	First United Presbyterian	
EUGENE BALLET		Church	OR
COMPANY	OR	FLORENCE AREA	
Eugene Builders Exchange	OR	CHAMBER OF COMMERCE	OR
EUGENE CHRISTIAN		Florence Police Department	OR
FELLOWSHIP	OR	Florence United Methodist	
Eugene Country Club	OR	Church	OR
Eugene Swim and Tennis Club	OR	Food for Lane County	OR
EUGENE SYMPHONY		FORD FAMILY	
ASSOCIATION, INC.	OR	FOUNDATION	OR
EUGENE WATER &		FOREST GROVE SCHOOL	
ELECTRIC BOARD	OR	DISTRICT	OR
EVERGREEN AVIATION		Forest Park Conservancy	OR
MUSEUM AND CAP.		FOSSIL SCHOOL DISTRICT	
MICHAEL KING.	OR	21J	OR
Evergreen Wings and Waves	OR	FOUNDATIONS FOR A	
FACILITIES	OR	BETTER OREGON	OR
FAIRFIELD BAPTIST		Fr. Bernard Youth Center	OR
CHURCH	OR	French American International	
FAITH CENTER	OR	School	OR
Faith Christian Fellowship	OR	French American School	OR
FAITHFUL SAVIOR		Friendly House, Inc.	OR
MINISTRIES	OR	Friends for Animals	OR
Falls City School District #57	OR	Friends of Driftwood Library	OR
FAMILIES FIRST OF GRANT		FRIENDS OF THE	
COUNTY, INC.	OR	CHILDREN	OR
Family Building Blocks	OR	Friends of the Opera House	OR
FAMILY CARE INC	OR	Full Access	OR
FANCONI ANEMIA		fund for christain charity	OR
RESEARCH FUND INC.	OR	Fund For Christian Charity	OR
FARMWORKER HOUSING		Fur Footed Rescue, Inc.	OR
DEV CORP	OR	G.O.B.H.I	OR
Farmworkers Housing		Garten Services Inc	OR
Development Corporation	OR	GASTON RURAL FIRE	
Feral Cat Awareness Team	OR	DEPARTMENT	OR
Fern Ridge Library District	OR	GASTON SCHOOL	
Fern Ridge School District 28J	OR	DISTRICT 511J	OR
First Baptist Church	OR	Gates Community Church of	
First Baptist Church of		Christ	OR
Enterprise	OR	Gateway Prebyterian Church	OR
FIRST BAPTIST CHURCH		GATEWAY TO COLLEGE	
OF EUGENE	OR	NATIONAL NETWORK	OR
FIRST CHRISTIAN CHURCH	OR	Gearhart Fire Department	OR
FIRST CHURCH OF THE		GeerCrest Farm & Historical	
NAZARENE	OR	Society	OR
First Congregational Chrch	OR	GEN CONF OF SDA	
First Evangelical Presbyterian		CHURCH WESTERN OR	OR
Church of Oregon City	OR	GEORGE FOX UNIVERSITY	OR
First Lutheran Church of		GERVAIS SCHOOL DIST. #1	OR
Astoria	OR	GILLIAM COUNTY	OR
First Presbyterian Church of La		GILLIAM COUNTY	
Grande	OR	OREGON	OR
FIRST UNITARIAN			
CHURCH	OR		

Girl Scouts of Oregon and SW Washington, Inc.	OR	Great Portland Bible	OR
GLADSTONE POLICE DEPARTMENT	OR	GREATER ALBANY PUBLIC SCHOOL DISTRICT	OR
Gladstone Public Library	OR	GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR
GLADSTONE SCHOOL DISTRICT	OR	Greater Portland INC	OR
Gladstone Senior Center	OR	Green Electronics Council	OR
GLENDALE RURAL FIRE DISTRICT	OR	Greenleaf Industries	OR
GLENDALE SCHOOL DISTRICT	OR	Gresham Police Department	OR
GLIDE SCHOOL DISTRICT NO.12	OR	GRESHAM-BARLOW SCHOOL DISTRICT	OR
GOAL ONE COALITION	OR	GWPMs	OR
God""s Storehouse Pantry	OR	HALFWAY HOUSE SERVICES, INC.	OR
GOLD BEACH POLICE DEPARTMENT	OR	Halsey-Shedd Fire District	OR
Golf Charities Foundation, Inc.	OR	Happy Canyon Company	OR
Gollux	OR	Harney County Community Corrections	OR
Good Samaritan Ministries	OR	HARNEY COUNTY SCHOOL DIST. NO.3	OR
Good Samaritan Ministry	OR	HARNEY COUNTY SHERIFFS OFFICE	OR
GOOD SHEPHERD COMMUNITIES	OR	HARNEY EDUCATION SERVICE DISTRICT	OR
Good Shepherd Medical Center	OR	HARRISBURG SCHL DIST	OR
Goodwill Industries of Lane and South Coast	OR	Harvest Church	OR
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	OR	HEAD START OF LANE COUNTY	OR
GRACE BAPTIST CHURCH	OR	Health Share of Oregon	OR
Grace Baptist Church of St. Helens, Lil Learners Preschool	OR	HEARING AND SPEECH INSTITUTE INC	OR
Grace Christian Fellowship	OR	Heartfelt Obstetrics & Gynecology	OR
Grace Community Church	OR	Helix School Dist #1 R	OR
Grace Lutheran Church of Molalla	OR	Helix School District	OR
Grace Lutheran School	OR	HELP NOW! ADVOCACY CENTER	OR
Grand View Baptist Church	OR	Hemp Shield	OR
Grande Ronde Model Watershed Foundation	OR	HERITAGE CHRISTIAN SCHOOL	OR
Grant Community School	OR	Hermiston Christian Center & School	OR
Grant County Economic Developement	OR	Hermiston Fire & Emergency Svcs	OR
GRANT COUNTY, OREGON	OR	hermiston school district	OR
GRANT PARK CHURCH	OR	HHoly Trinity Greek Orthodox Cathedral	OR
Grantmakers for Education	OR	HIGH DESERT EDUCATION SERVICE DISTRICT	OR
GRANTS PASS MANAGEMENT SERVICES, DBA	OR	hillsboro school district	OR
GRANTS PASS SCHOOL DISTRICT 7	OR	Hinson Baptist Church	OR
Grants Pass Seventh-day Adventist Church	OR	Historical Outreach Foundation	OR
		HIV ALLIANCE, INC	OR

HOLT INTL CHILD	OR	Instituto de Cultura y Arte In Xochitl In Cuicatl	OR
Holy Family Academy	OR	INTER MOUNTAIN ESD	OR
Home Builders	OR	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	OR
homeforward	OR	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OR
HOOD RIVER COUNTY	OR		
HOOD RIVER COUNTY SCHOOL DISTRICT	OR		
HOODLAND FIRE DISTRICT NO.74	OR		
Hope chinese charter	OR	InventSuccess	OR
Hope Church of The Assemblies of God Albany Oregon	OR	IONE HIGH SCHOOL	OR
HOPE LUTHERAN CHURCH	OR	IRCO JACKSON CO SCHOOL DIST NO.9	OR
HOPE POINT CHURCH	OR	jackson county	OR
HOSANNA CHRISTIAN SCHL	OR	Jackson County School District No. 5	OR
Hospice Center Bend La Pine	OR	Jackson-Josephine 4-C Council	OR
House of Prayer for All Nations	OR	Jason Lee Manor/UMRC	OR
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OR	JASPER MOUNTAIN	OR
HOUSING AUTHORITY OF CLACKAMAS COUNTY	OR	JEFFERSON COUNTY JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR
Housing Authority of Douglas County	OR	Jefferson Park and Recreation JEFFERSON SCHOOL DISTRICT	OR
HOUSING AUTHORITY OF LINCOLN COUNTY	OR	JENCO INTERNATIONAL, INC.	OR
HOUSING AUTHORITY OF PORTLAND	OR	JESUIT HIGH SCHL EXEC OFC	OR
HOUSING AUTHORITY OF THE CITY OF SALEM	OR	Jesus Pursuit Church	OR
Housing Authority of Yamhill County	OR	Joseph School District	OR
Housing Development Center	OR	josephine county	OR
HOUSING NORTHWEST	OR	Josephine County Public Works	OR
Human Solutions, Inc.	OR	Joy Church Eugene	OR
IBEW280	OR	Joyful Servant Lutheran Church	OR
Ike Box Cafe	OR	Junction City High School Junction	OR
Illinois Valley Fire District	OR	City/Harrisburg/Monroe	
Imbler School District #11	OR	Habitat for Humanity	OR
Immanuel Lutheran School	OR	JUNIOR ACHIEVEMENT	OR
Incite Incorporated	OR	Kairos	OR
Independent Development Enterprise Alliance	OR	Kartini Clinic	OR
Independent Environments Inc	OR	Kbps Public Radio	OR
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	OR	Keizer Fire District KEIZER POLICE DEPARTMENT	OR
Insight School of Oregon	OR	Kid Time	OR
Painted Hills	OR	KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR
Institute of Technology	OR		

Kids Unllimited Academy	OR	LANE COUNTY SCHOOL DISTRICT 69	OR
Kilchis House	OR	Lane County Sheriff's Office	OR
KLAMATH COMMUNITY COLLEGE DISTRICT	OR	LANE EDUCATION SERVICE DISTRICT	OR
klamath county	OR	LANE ELECTRIC COOPERATIVE	OR
KLAMATH COUNTY 9-1-1	OR	LANE MEMORIAL BLOOD BANK	OR
Klamath County Association of Realtors	OR	LANE TRANSIT DISTRICT	OR
Klamath County Fire District No. 1	OR	LANECO FEDERAL CREDIT UNION	OR
Klamath County School District	OR	LAUREL HILL CENTER	OR
KLAMATH FALLS CITY SCHOOLS	OR	LEAGUE OF OREGON CITIES	OR
KLAMATH HOUSING AUTHORITY	OR	League of Women Voters	OR
Klamath Siskiyou Wildlands Center	OR	LEBANON COMMUNITY SCHOOLS NO.9	OR
Knova Learning	OR	Legacy Mt. Hood Medical Center	OR
Korean Central Covenant Church of Eugene	OR	Legal Aid Services of Oregon	OR
L'Etoile French Immersion School	OR	LITC	OR
LA CLINICA DEL CARINO		LEWIS AND CLARK COLLEGE	OR
FAMILY HEALTH CARE CENTER	OR	Lewis and Clark Rural Fire Protection District	OR
La Grande Church of the Nazarene	OR	Life Flight Network LLC	OR
La Grande Family Practice	OR	LifeSource	OR
La Grande Foursquare Church	OR	LIFEWORKS NW	OR
La Grande Police Department	OR	Lincoln City Chamber of Commerce	OR
LA GRANDE SCHOOL DISTRICT	OR	LINCOLN COUNTY	OR
LA GRANDE SCHOOL DISTRICT 001	OR	LINCOLN COUNTY SCHOOL DISTRICT	OR
LA GRANDE UNITED METHODIST CHURCH	OR	LINFIELD COLLEGE	OR
La Pine Chamber of Commerce	OR	Linn Benton Lincoln Educational Services District	OR
La Pine Park & Recreation District	OR	LINN CO. SCHOOL DIST. 95C - SCIO SD	OR
Lake Chinook Fire & Rescue	OR	LINN COUNTY	OR
LAKE COUNTY	OR	Linn County Sheriff Office	OR
Lake County Chamber of Commerce Inc	OR	LINN-BENTON COMMUNITY COLLEGE	OR
Lake Grove Presbyterian Church	OR	LINN-BENTON-LINCOLN ESD	OR
Lake Oswego Montessori School	OR	Literary Expectations dba Moore Academy	OR
LAKE OSWEGO SCHOOL DISTRICT 7J	OR	Little Promises Children's Program	OR
LANE COMMUNITY COLLEGE	OR	Living Opportunities, Inc.	OR
Lane Council of Governments	OR	LIVING WAY FELLOWSHIP	OR
LANE COUNTY	OR	Living Word Christian Center	OR
LANE COUNTY SCHOOL DISTRICT 4J	OR	LIVINGSTONE ADVENTIST ACADEMY	OR
	OR	Local 290	OR

LOCAL GOVERNMENT		McMinnville Police	
PERSONNEL INSTITUTE	OR	Department	OR
Long Creek School District	OR	MCMINNVILLE SCHOOL	
Long Tom Watershed Council	OR	DISTRICT NO.40	OR
LOOKING GLASS YOUTH		McMinnville Water & Light	OR
AND FAMILY SERVICES	OR	MEALS ON WHEELS	
Love Thy Neighbor services	OR	PEOPLE, INC.	OR
Lowell Rural Fire Protection		MECOP Inc.	OR
District	OR	Mederi Foundation DBA	
LOWELL SCHOOL		Mederi Center for Natural	
DISTRICT NO.71	OR	Healing	OR
Lower Columbia Estuary		MEDFORD SCHOOL	
Partnership	OR	DISTRICT 549C	OR
LUCKIAMUTE VALLEY		MEDFORD WATER	
CHARTER SCHOOLS	OR	COMMISSION	OR
Lucky Paws Rescue	OR	MEDICAL TEAMS INTL	OR
LUKE DORF INC	OR	MENNONITE HOME OF	
MACDONALD CENTER	OR	ALBANY INC	OR
Mainstage Theatre Company		Mental Health for Children,	
MAKING MEMORIES	OR	Inc.	OR
BREAST CANCER		Merchants Exchange of	
FOUNDATION, INC.	OR	Portland, Oregon	OR
MALIN COMMUNITY PARK		Mercy Flights, Inc.	OR
AND RECREATION		METRO	OR
DISTRICT	OR	METRO HOME SAFETY	
Maranatha Church	OR	REPAIR PROGRAM	OR
MARCOLA SCHL DIST	OR	METROEAST COMMUNITY	
MARCOLA SCHOOL		MEDIA	OR
DISTRICT 079J	OR	Metropolitan Contractor	
MARION COUNTY , SALEM,	OR	Improvement Partnership	OR
OREGON	OR	METROPOLITAN	
MARION COUNTY FIRE		EXPOSITION-RECREATION	
DISTRCT #1	OR	COMMISSION	OR
MARION COUNTY HEALTH		METROPOLITAN FAMILY	
DEPT	OR	SERVICE	OR
MARION COUNTY		Mid Columbia Childrens	
HOUSING AUTHORITY	OR	Council	OR
MARION COUNTY SCHOOL		MID COLUMBIA COUNCIL	
DISTRICT 103 -		OF GOVERNMENTS	OR
WASHINGTON ES	OR	MID COLUMBIA MEDICAL	
Marist Catholic High School	OR	CENTER-GREAT ""N SMALL	OR
Marist High School	OR	Mid Rogue Imaging Center	OR
MARYLHURST		Mid Willamette Valley	
UNIVERSITY	OR	Community Action	OR
Mastery Learning Institute	OR	MID-COLUMBIA CENTER	
Math Learning Center, The	OR	FOR LIVING	OR
McKay High School	OR	MID-WILLAMETTE	
McKenzie Personnel Systems	OR	VALLEY COMMUNITY	
McKenzie River Trust	OR	ACTION AGENCY, INC	OR
MCKENZIE SCHOOL		Mill City RFPD	OR
DISTRICT 068	OR	Milton-Freewater Unified	
MCKENZIEWATERSHED		School District No 7	OR
COUNCIL	OR	Milwaukie-Portland Lodge	
McMinnville Adventist		No.142 Benevolent and	
Christian School	OR	Protective Order of Elk	OR
		Mission Increase Foundation	OR
		MITCH CHARTER SCHOOL	OR
		MOLALLA RIVER	OR

ACADEMY		NAMI of Washington County	OR
Molalla River School District	OR	NAMI OREGON	OR
MOLALLA RIVER SCHOOL DISTRICT NO.35	OR	National Christian Community Foundation	OR
Molalla Rural Fire Protection District	OR	NATIONAL COLLEGE OF NATURAL MEDICINE	OR
Monet's Children's Circle	OR	NATIONAL PSORIASIS FOUNDATION	OR
MONMOUTH - INDEPENDENCE NETWORK	OR	NATIONAL WILD TURKEY FEDERATION	OR
MONROE SCHOOL DISTRICT NO.1J	OR	Native American Youth and Family Center Early College Academy	OR
monument school	OR	NEAH KAH NIE WATER DISTRICT	OR
MORNING STAR MISSIONARY BAPTIST CHURCH	OR	NEAH-KAH-NIE DISTRICT NO.56	OR
MORRISON CHILD AND FAMILY SERVICES	OR	NEDCO	OR
MORROW COUNTY MORROW COUNTY SCHOOL DISTRICT	OR	Nehalem Bay House	OR
MOSAIC CHURCH	OR	Nehalem Bay Wastewater NEHALEM ELEMENTARY SCHOOL	OR
Mosier Community School	OR	NEIGHBORIMPACT	OR
Mount Angel Abbey	OR	Neskowin Valley School	OR
Mount Pisgah Arboretum	OR	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	OR
Mountain Valley Therapy	OR	Netarts Water District	OR
Mountain View Academy	OR	Netarts-Oceanside RFPD	OR
MSB	OR	Network Charter School	OR
Mt Emily Safe Center	OR	New Artists Performing Arts Productions, Inc.	OR
Mt Hood Hospice	OR	NEW AVENUES FOR YOUTH INC	OR
MT. ANGEL SCHOOL DISTRICT NO.91	OR	New Hope Christain College	OR
MT. HOOD COMMUNITY COLLEGE	OR	NEW HOPE COMMUNITY CHURCH	OR
MT.SCOTT LEARNING CENTERS	OR	New Horizon Christian School	OR
Muddy Creek Charter School	OR	New Life Baptist Church	OR
MULTISENSORY LEARNING ACADEMY	OR	New Life Fellowship Church of God	OR
MULTNOMAH BIBLE COLLEGE	OR	NEWBERG FRIENDS CHURCH	OR
MULTNOMAH COUNTY	OR	Nez Perce Tribe	OR
Multnomah County Department of Community Justice	OR	NOBEL LEARNING COMMUNITIES	OR
Multnomah County Dept of County Assets	OR	NONPROFIT ASSOCIATION OF OREGON	OR
MULTNOMAH EDUCATION SERVICE DISTRICT	OR	NORCOR Juvenile Detention	OR
MULTNOMAH LAW LIBRARY	OR	Norkenzie Christian Church	OR
MULTONAH COUNTY DRAINAGE DISTRICT #1	OR	NORTH BEND CITY-COOS/URRY HOUSING AUTHORITY	OR
MYRTLE POINT SCHOOL DISTRICT NO.41	OR	NORTH BEND SCHOOL DISTRICT 13	OR
NAMI LANE COUNTY	OR		

NORTH CLACKAMAS SCHOOL DISTRICT	OR	Oak Heights PTC	OR
North Coast Christian Church	OR	Oak Hill School	OR
North Coast Family Fellowship	OR	OAK LODGE WATER DISTRICT	OR
North Douglas County Fire & EMS	OR	OAKLAND SCHOOL DISTRICT 001	OR
North Lake School District 14	OR	Oasis Shelter Home	OR
North Lincoln Fire & Rescue #1	OR	Obsidian Urgent Care, P.C.	OR
NORTH MARION SCHL DIST	OR	Occu Afghanistan Relief Effort	OR
North Pacific District of Foursquare Churches	OR	OCHIN	OR
North Portland Bible College	OR	OEA CHOICE TRUST	OR
North Powder Charter School	OR	OETC	OR
NORTH SANTIAM SCHOOL DISTRICT 29J	OR	OFFICE OF MEDICAL ASSISTANCE PROGRAMS	OR
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	OR	OFFICE OF PUBLIC DEFENSE SERVICES	OR
NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY	OR	Office of the Ong Term Care Ombudsman	OR
Northern Wasco County PUD	OR	OFFICE OF THE STATE TREASURER	OR
Northwest Academy	OR	Ohara Catholic School	OR
Northwest Center for Alternatives to Pesticides	OR	OHSU FOUNDATION	OR
NORTHWEST CHRISTIAN COLLEGE	OR	Old Mill Center for Children and Families	OR
NORTHWEST ENERGY EFFICIENCY ALLIANCE	OR	Olive Plaza	OR
Northwest Family Services	OR	Oliver P Lent PTA	OR
NORTHWEST FOOD PROCESSORS ASSOCIATION	OR	OLIVET BAPTIST CHURCH	OR
Northwest Habitat Institute	OR	OMNIMEDIX INSTITUTE	OR
Northwest Health Foundation	OR	ONTARIO MIDDLE SCHOOL	OR
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR	Ontario School District	OR
Northwest Opening	OR	Ontario School District 8C	OR
Northwest Power and Conservation Council	OR	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	OR
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	OR	Operation Christmas	OR
NORTHWEST YOUTH CORPS	OR	Opportunity Connections	OR
Northwood Christian Church	OR	Opportunity Foundation of central Oregon	OR
NW POWER POOL	OR	OR INT""L PORT OF COOS BAY	OR
NW REGIONAL ESD- HILLSBORO	OR	Oregoinans for Food & Shelter	OR
NW Sport Fishing	OR	Oregon & Southern Idaho District Council of Laborers""	OR
NYSSA SCHOOL DISTRICT NO. 26	OR	Oregon Air National Guard	OR
		Oregon And Southern Idaho Laborers Employers Training School	OR
		Oregon Army National Guard	OR
		OREGON BALLET THEATRE	OR
		OREGON BOARD OF ARCHITECTS	OR

Oregon Board of Chiropractic Examiners	OR	Oregon Jewish Community Foundation	OR
Oregon Board of Massage Therapists	OR	Oregon Jewish Museum and Center for Holocaust Education	OR
Oregon Cascades West Council of Governments	OR	OREGON JUDICIAL DEPARTMENT	OR
OREGON CHILD DEVELOPMENT COALITION	OR	Oregon Laborers-Employer Administrative Fund, LLC	OR
Oregon Child Development Coalition (OCDC)	OR	OREGON LIONS SIGHT & HEARING FOUNDATION	OR
OREGON CITY CHURCH OF THE NAZARENE	OR	OREGON LOTTERY	OR
OREGON CITY PUBLIC SCHL	OR	Oregon Lyme Disease Network	OR
Oregon Coast Aquarium, Inc.	OR	OREGON MUSEUM OF SCIENCE AND INDUSTRY	OR
OREGON COAST COMMUNITY ACTION	OR	Oregon Nikkei Endowment	OR
OREGON CORRECTIONS ENTERPRISES	OR	OREGON OFFICE OF ENERGY	OR
OREGON DEATH WITH DIGNITY	OR	OREGON PEDIATRIC SOCIETY	OR
OREGON DEPARTMENT OF EDUCATION	OR	OREGON PROGRESS FORUM	OR
OREGON DEPARTMENT OF FORESTRY	OR	Oregon Psychoanalytic Center	OR
OREGON DEPT OF FISH & WILDLIFE-SAUVIE	OR	Oregon Public Broadcasting	OR
OREGON DEPT OF TRANSPORTATION	OR	Oregon Research Institute	OR
OREGON DEPT. OF CORRECTIONS	OR	Oregon Rural Electric Cooperative Association	OR
OREGON DEPT. OF EDUCATION	OR	Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	OR
Oregon DEQ	OR	OREGON SCHL BRDS ASSOCIAT	OR
OREGON DONOR PROGRAM	OR	OREGON SCHOOL BOARDS ASSOCIATION	OR
OREGON EDUCATION ASSOCIATION	OR	Oregon Social Learning Center	OR
Oregon Emergency Management	OR	Oregon State Board of Architect Examiners	OR
OREGON ENVIRONMENTAL COUNCIL	OR	OREGON STATE BOARD OF NURSING	OR
Oregon Farm Bureau	OR	Oregon State Credit Union	OR
OREGON FOOD BANK	OR	OREGON STATE DEPT OF CORRECTIONS	OR
Oregon Forest Industries Council	OR	OREGON STATE FAIR	OR
Oregon Forest Resources Institute	OR	Oregon State Fair Council	OR
Oregon Funeral Directors Association	OR	OREGON STATE HOSPITAL	OR
OREGON HEALTH AND SCIENCE UNIVERSITY	OR	Oregon State Lottery	OR
Oregon Humanities	OR	OREGON STATE POLICE	OR
Oregon Independent Automobile Dealers Association	OR	Oregon State Treasury	OR
Oregon Institute of Technology	OR	Oregon State University	OR
		OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR
		OREGON STATE UNIVERSITY BOOKSTORE INC	OR

OREGON SUPPORTED		PHILOMATH SCHOOL	
LIVING PROGRAM	OR	DISTRICT	OR
Oregon Technical Assistance		PHOENIX-TALENT SCHOOL	
Corporation	OR	DISTRICT NO.4	OR
OREGON TOURISM		Phoenix-Talent Schools	OR
COMMISSION	OR	Pine Eagle Charter School	OR
OREGON TRAIL SCHOOL		PINE-EAGLE SCHOOL	
DISTRICT NO.46	OR	DISTRICT 061	OR
Oregon Translational Research		PIONEER TELEPHONE	
and Development Insitute	OR	COOPERATIVE	OR
OREGON TRAVEL		PIP Corps LLC	OR
INFORMATION COUNCIL	OR	PLANNED PARENTHOOD	
OREGON UNIVERSITY		OF SOUTHWESTERN	
SYSTEM	OR	OREGON	OR
OSLC COMMUNITY		PLEASANT HILL SCH DIST	
PROGRAMS	OR	#1	OR
OSLC COMMUNITY		PNW. For Puerto Rico Relief	OR
PROGRAMS OCP	OR	Point West Credit Union	OR
OSU Deschutes County		POLK COUNTY	OR
Extension Service	OR	Polk County Fire District No.1	OR
Oswego Lake Country Club		Polk Soil and Water	
OUR LADY OF PERPETUAL		Conservation District	OR
HELP CATHOLIC CHURCH	OR	PORT CITY DEVELOPMENT	
ALBANY OREGON		CENTER	OR
OUR LADY OF THE LAKE	OR	PORT OF BANDON	OR
SCHOOL		PORT OF CASCADE LOCKS	OR
OUR SAVIOR""S	OR	Port of Garibaldi	OR
LUTHERAN CHURCH		Port of Hood River	OR
Our United Villages	OR	PORT OF SIUSLAW	OR
OUTSIDE IN		PORT OF ST HELENS	OR
PACIFIC CASCADE	OR	PORT OF TILLAMOOK BAY	OR
FEDERAL CREDIT UNION		Port of Toledo	OR
PACIFIC FISHERY	OR	PORT OF UMPQUA	OR
MANAGEMENT COUNCIL		Portland Actors Conservatory	OR
PACIFIC INSTITUTES FOR	OR	PORTLAND ADVENTIST	
RESEARCH	OR	ACADEMY	OR
PACIFIC STATES MARINE		PORTLAND ART MUSEUM	OR
FISHERIES COMMISSION	OR	PORTLAND BUSINESS	
pacific u	OR	ALLIANCE	OR
PACIFIC UNIVERSITY		Portland Christian Center	OR
PacificSource Health	OR	Portland Christian Schools	OR
Pain Society of Oregon	OR	PORTLAND COMMUNITY	
Parenting Now!	OR	COLLEGE	OR
Parkinson""s Resources of		Portland Community Media	OR
Oregon	OR	Portland Community	
Parkrose School District 3		Reinvestment Initiatives, Inc.	OR
PARTNERSHIPS IN	OR	PORTLAND	
COMMUNITY LIVING, INC.		DEVELOPMENT	
PDX Wildlife	OR	COMMISSION	OR
Peace Lutheran Church		PORTLAND HABILITATION	
PENDLETON ACADEMIES	OR	CENTER, INC.	OR
Pendleton Police Department	OR	Portland Japanese Garden	OR
PENDLETON SCHOOL			
DISTRICT #16R	OR		
PENTAGON FEDERAL			
CREDIT UNION	OR		

PORTLAND JEWISH ACADEMY	OR	REDMOND PROFICIENCY ACADEMY	OR
PORTLAND METRO RESIDENTIAL SERVICES	OR	REDMOND SCHOOL DISTRICT	OR
PORTLAND OIC	OR	REED COLLEGE	OR
Portland Oregon Visitors Association	OR	REEDSPORT SCHOOL DISTRICT	OR
Portland Parks Foundation	OR	REGIONAL ARTS AND CULTURE COUNCIL	OR
Portland Police Sunshine Division	OR	REGIONAL AUTOMATED INFORMATION NETWORK	OR
PORTLAND PUBLIC SCHOOLS	OR	RELEVANT LIFE CHURCH	OR
PORTLAND SCHOOLS FOUNDATION	OR	Reliance eHealth Collaborative	OR
PORTLAND STATE UNIV.	OR	Relief Nursery	OR
PORTLAND WOMENS CRISIS LINE	OR	RENEWABLE NORTHWEST PROJECT	OR
Portland Yacht Club	OR	Resource Connections of Oregon	OR
Portland YouthBuilders	OR	Reynolds High School	OR
Prairie Baptist Church	OR	REYNOLDS SCHOOL DISTRICT	OR
PREGNANCY RESOUC		Riddle School District	OR
CENTERS OF GRETER PORTLAND	OR	Ride Connecton	OR
Prince of Peace Lutheran Church & School	OR	Risen Records	OR
PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR	River Network	OR
Procurement Services/DAS	OR	Riverdale School District 51J	OR
PROFESSIONAL GLOBAL EXCHANGE INC.	OR	RIVERGROVE WATER DISTRICT	OR
Prospect School District	OR	Rockwood Water P.U.D.	OR
PROVIDENCE HOOD RIVER	OR	ROCKWOOD WATER PEOPLE""S UTILITY DISTRICT	OR
MEMORIAL HOSPITAL	OR	ROGUE COMMUNITY COLLEGE	OR
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	OR	ROGUE FEDERAL CREDIT UNION	OR
QUADRIPLLEGICS UNITED AGAINST DEPENDENCY, INC.	OR	Rogue River Fire District	OR
QUEEN OF PEACE SCHOOL	OR	ROGUE RIVER SCHOOL DISTRICT NO.35	OR
Rainbow Water District	OR	Rogue River Watershed Council	OR
Rainier Assembly of God	OR	Rogue Valley Humane Society	OR
RAINIER POLICE DEPARTMENT	OR	Rogue Valley Youth Football	OR
RAINIER SCHOOL DISTRICT	OR	Rolling Hills Baptist Church	OR
RB Pamplin Corportaion	OR	Rolling Hills Community Church	OR
Real Life Christian Church	OR	RON WILSON CENTER FOR EFFECTIVE LIVING INC	OR
REALMS CHARTER SCHOOL	OR	Ronald McDonald House	
REBUILDING TOGETHER - PORTLAND INC.	OR	Charities of Oregon & Southwest Washington	OR
Redeemer Lutheran Church	OR	Rose Haven	OR
REDMOND FIRE & RESCUE	OR	ROSE VILLA, INC.	OR
		ROSEBURG PUBLIC	OR

SCHOOLS		SCIENCEWORKS	OR
Rural Development Initiatives	OR	ScienceWorks Museum	OR
Sabin-Schellenberg Technical Center	OR	Scio High School	OR
Sacred Heart Catholic Church	OR	Scottish Rite	OR
SACRED HEART CATHOLIC DAUGHTERS	OR	SE WORKS	OR
Sacred Heart-St Louis Parish	OR	Seal Rock Water District	OR
Safe Harbors	OR	Seaside Fire & Rescue	OR
SafeHaven Humane Society	OR	Seaside Public Library	OR
SAIF CORPORATION	OR	SEASIDE SCHOOL DISTRICT 10	OR
SAINT ANDREW NATIVITY SCHOOL	OR	SECURITY FIRST CHILD DEVELOPMENT CENTER	OR
SAINT CATHERINE OF SIENA CHURCH	OR	SEED OF FAITH MINISTRIES	OR
SAINT JAMES CATHOLIC CHURCH	OR	SEIU Local 49	OR
Salem Academy	OR	SEIU LOCAL 503, OPEU	OR
Salem Alliance Church	OR	SELCO Community Credit Union	OR
SALEM ALLIANCE CHURCH	OR	SELF ENHANCEMENT INC.	OR
Salem Area Chamber of Commerce	OR	SEPTL Southeast Portland Tool Library	OR
SALEM AREA MASS TRANSIT DISTRICT	OR	Serendipity Center Inc	OR
SALEM ELECTRIC	OR	SERENITY LANE	OR
Salem Evangelical Church	OR	Serenity Lane Health Services	OR
Salem First Presbyterian Church	OR	Seven Feathers Casino	OR
SALEM FREE CLINICS	OR	SEVEN PEAKS SCHOOL	OR
Salem keizar school district	OR	SEXUAL ASSAULT RESOURCE CENTER	OR
Salem Keizer School District Purchasing	OR	Sexual Assault Support Services	OR
Salem-Keizer 24J	OR	Shangri La	OR
SALEM-KEIZER PUBLIC SCHOOLS	OR	Shangri-La	OR
SALMON-SAFE INC.	OR	SHELTERCARE	OR
Samaritan Health Services Inc.	OR	SHERIDAN JAPANESE SCHOOL FOUNDATION	OR
San Martin Deporres Catholic Church	OR	Sheridan School District 48J	OR
SANDY FIRE DISTRICT NO. 72	OR	SHERMAN COUNTY	OR
Sandy Seventh-day Adventist Church	OR	SHERMAN COUNTY SCHOOL DISTRICT	OR
Santiam Assembly of God	OR	SHERMAN DEVELOPMENT LEAGUE, INC.	OR
SANTIAM CANYON COMMUNICATION CENTER	OR	Sherwood Community Friends Church	OR
Santiam Canyon SD 129J	OR	SHERWOOD SCHOOL DISTRICT 88J	OR
SANTIAM CHRISTIAN SCHOOLS	OR	SILVER FALLS SCHOOL DISTRICT	OR
Scappoose Adventist School	OR	SILVERTON AREA COMMUNITY AID	OR
SCAPPOOSE SCHOOL DISTRICT 1J	OR	Silverton Fire District	OR
		Silverton Senior Center	OR

SISKIYOU INITIATIVE	OR	SPIRIT WIRELESS	OR
Siuslaw Public Library District	OR	SPONSORS, INC.	OR
SIUSLAW SCHOOL DISTRICT	OR	SPOTLIGHT THEATRE OF PLEASANT HILL	OR
Siuslaw School District - Transportation	OR	Springfield Public Library	OR
SMART	OR	Springfield Public Schools	OR
Smith Memorial Presbyterian Church	OR	SPRINGFIELD SCHOOL DISTRICT NO.19	OR
SOCIAL VENTURE PARTNERS PORTLAND	OR	SPRINGFIELD UTILITY BOARD	OR
Society of American Foresters	OR	Sprinkfield Elks #2145	OR
Solutins Yes	OR	Spruce Villa, Inc.	OR
SONRISE CHURCH	OR	St Andrews Presbyterian	OR
Soroptimist International of Gold Beach, OR	OR	St Frederic Catholic Church	OR
SOUTH COAST EDUCATION SERVICE DISTRICT	OR	St Helens School District	OR
SOUTH COAST HOSPICE, INC.	OR	ST HENRYS CHURCH	OR
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE	OR	St John Fisher Catholic Church Portland Oregon	OR
SOUTH LANE SCHOOL DISTRICT 45J3	OR	St John the Baptist Greek Orthodox Church	OR
South Salem High Music Boosters	OR	St Mark Presbyterian Church	OR
SOUTH UMPQUA SCHOOL DISTRICT #19	OR	St Mary's Catholic School and Parish	OR
Southeast Uplift Neighborhood Coalition	OR	St Paul Baptist Church	OR
Southern Coos Hospital	OR	St Paul Catholic Church	OR
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	OR	St Paul Parish School	OR
SOUTHERN OREGON EDUCATION SERVICE DISTRICT	OR	ST VINCENT DE PAUL	OR
SOUTHERN OREGON HUMANE SOCIETY	OR	ST. ANTHONY CHURCH	OR
Southern Oregon Project Hope	OR	ST. ANTHONY SCHOOL	OR
SOUTHERN OREGON UNIVERSITY	OR	St. Elizabeth Ann Seton Church	OR
SOUTHWEST CHARTER SCHOOL	OR	St. Helens, City of	OR
Southwest Christian School	OR	St. Joseph Shelter	OR
Southwest Neighborhoods, Inc	OR	St. Katherine's Catholic Church	OR
SOUTHWESTERN OREGON COMMUNITY COLLEGE	OR	St. Luke Catholic School	OR
Southwestern Oregon Public Defender Services, Inc.	OR	St. Martins Episcopal church	OR
SPARC ENTERPRISES	OR	St. Mary Catholic School	OR
SPECIAL MOBILITY SERVICES	OR	St. Mary School	OR
Sphere MD	OR	St. Mary's Church	OR
		St. Mary's Episcopal Church	OR
		ST. MARYS OF MEDFORD, INC.	OR
		St. Matthew Catholic School	OR
		St. Paul School District	OR
		St. Peter Catholic Church	OR
		St. Pius X School	OR
		St. Stephen's Academy	OR
		St. Therese Parish/School	OR

St. Vincent de Paul Church	OR	THE CATLIN GABEL	OR
ST. VINCENT DEPAUL OF	OR	SCHOOL	
LANE COUNTY	OR	The Christian Church of	OR
STAND FOR CHILDREN	OR	Hillsboro Oregonb	
STANFIELD SCHOOL	OR	The Church of Christ of Latter	OR
DISTRICT	OR	Day Saints	
STAR OF HOPE ACTIVITY	OR	THE CITY OF NEWPORT	OR
CENTER INC.	OR	The Collins Foundation	OR
State Accident Insurance Fund	OR	The Dalles Art Association	OR
Corporation	OR	The Dreaming Zebra	
STATE OF OREGON	OR	Foundation	OR
State of Oregon - Department	OR	THE EARLY EDUCATION	
of Administrative Services	OR	PROGRAM, INC.	OR
STAYTON FIRE DISTRICT	OR	The Emerson School	OR
Stone Creek Christian Church	OR	The Followers of Christ Church	
Store to Door	OR	of Oregon City	OR
Street Ministry	OR	The Housing Authority of the	
Summa Institute	OR	County of Umatilla	OR
SUMMIT VIEW COVENANT	OR	The Inn Home for Boys,	OR
CHURCH	OR	Inc.9138	
Sunny Wolf Charter School	OR	The International School	OR
SUNNYSIDE FOURSQUARE	OR	The Klamath Tribe	OR
CHURCH	OR	The Lighthouse School	OR
SUNRISE ENTERPRISES	OR	The Madeleine Parish	OR
Sunrise Water	OR	THE MILL CASINO	OR
sunrise water authority	OR	THE NATIONAL	
Sunset Presbyterian Church	OR	ASSOCIATION OF CREDIT	
	OR	MANAGEMENT-OREGON,	OR
	OR	INC.	
SUSTAINABLE	OR	The Nature Conservancy,	OR
NORTHWEST	OR	Willamette Valley Field Office	
Sutherlin School District	OR	THE NEWPORT PARK AND	OR
SW Community Health Center	OR	RECREATION CENTER	
SWEET HOME SCHOOL	OR	THE NEXT DOOR	OR
DISTRICT NO.55	OR	THE OREGON COMMUNITY	
Sweet Home United Methodist	OR	FOUNDATION	OR
Church	OR	THE PORT OF PORTLAND	OR
TAKE III OUTREACH	OR	The Ross Ragland Theater and	OR
Tamarack Aquatic Center	OR	Cultural Center	
Teacher Standards and	OR	THE SALVATION ARMY -	OR
Pracitices Commission	OR	CASCADE DIVISION	
Temple Beth Israel	OR	The Spiral Gallery	OR
TENAS ILLAHEE	OR	The Sunriver Owners	OR
CHILDCARE CENTER	OR	Association	
Teras Interventions and	OR	The Tucker-Maxon Oral School	OR
Counseling Inc	OR	The Wallace Medical Concern	OR
The Alliance NW of the	OR	THREE RIVERS CASINO	OR
Christian & Missionary	OR	Three Rivers School District	OR
Alliance	OR	TIGARD-TUALATIN	
The ALS Association Oregon	OR	SCHOOL DISTRICT	OR
and SW Washington Chapter	OR	Tilikum Center for Retreats and	
The Blosser Center for	OR	Outdoor Ministries	OR
Dyslexia Resources	OR	TILLAMOOK BAY	
The Canby Center	OR	COMMUNITY COLLEGE	OR

TILLAMOOK CNTY	OR	TUALATIN VALLEY FIRE & RESCUE	OR
TILLAMOOK CNTY			
WOMENS CRISIS CENTER	OR	Tualatin Valley Water District	OR
Tillamook County Emergency Communications District	OR	TUALATIN VALLEY WATER DISTRICT	OR
Tillamook County Transportation Dist	OR	Tuality Healthcare	OR
TILLAMOOK ESTUARIES PARTNERSHIP	OR	Turtle Ridge Wildlife Center	OR
Tillamook Fire District	OR	UIUC	OR
TILLAMOOK PEOPLES UTILITY DISTRICT	OR	Ukiah School District 80R	OR
Tillamook School District	OR	UMATILLA COUNTY, OREGON	OR
Tillamook Seventh Day Adventist Church	OR	Umatilla Electric Cooperative	OR
Tillamook Urban Renewal Agency	OR	Umpqua Basin Water Association	OR
TLO Farms	OR	UMPQUA COMMUNITY COLLEGE	OR
Tokyo Int'l University of America, Inc	OR	UMPQUA COMMUNITY DEVELOPMENT CORPORATION	OR
Toledo Police Department	OR	Umpqua Community Health Center	OR
TOUCHSTONE PARENT ORGANIZATION	OR	Umpqua Valley Public Defender	OR
Tower Theatre Foundation, Inc	OR	UNION COUNTY	OR
TRAILS CLUB	OR	Union County Economic Development Corp.	OR
Training & Employment TRAINING EMPLOYMENT CONSORTIUM	OR	UNION GOSPEL MISSION	OR
Transition Projects, Inc	OR	Union School District	OR
Travel Lane County	OR	UNION SOIL & WATER CONSERVATION DISTRICT	OR
Treasure Valley Community College	OR	Unitarian Universalist Church in Eugene	OR
Tri-County Chamber of Commerce Inc	OR	UNITED CEREBRAL PALSY OF OR AND SW WA	OR
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	OR	UNITED METHODIST CHURCH	OR
Tri-County Metropolitan Transportation District of Oregon ("TriMet")	OR	United Way of Lane County	OR
Trillium Charter School	OR	UNITED WAY OF THE COLUMBIA WILLAMETTE	OR
TRILLIUM FAMILY SERVICES, INC.	OR	Unithed Way	OR
Trillium Sprigs	OR	Unitus Community Credit Union	OR
TriMet Transit	OR	UNIVERSITY OF OREGON	OR
Trinity Lutheran	OR	University of Oregon - Purchasing and Contracting Services	OR
Trinity United Methodist Church	OR	University Of Oregon Athletics Department	OR
TUALATIN HILLS PARK AND RECREATION DISTRICT	OR	UNIVERSITY OF PORTLAND	OR
Tualatin Lacrosse Club	OR	University of Western States	OR
Tualatin Police Department	OR	Unviersity of Oregon	OR
Tualatin Soil and Water Conservation District	OR	Urban Gleaners	OR
	OR	Urban League of Portland	OR

US CONFERENCE OF MENONNITE BRETHREN CHURCHES		Convention	
US FISH AND WILDLIFE SERVICE	OR	West Hills Christian School	OR
USAGENCIES CREDIT UNION	OR	WEST HILLS COMMUNITY CHURCH	OR
USDA Forest Service	OR	West Linn Police	OR
USO Northwest	OR	West Linn Police Department	OR
Vale School District No. 84	OR	WEST LINN WILSONVILLE SCHOOL DISTRICT	OR
VALLEY CATHOLIC SCHL	OR	WEST MULTNOMAH SOIL AND WATER	
Verde	OR	CONSERVATION DISTRICT	OR
VERMONT HILLS FAMILY LIFE CENTER	OR	West Salem Foursquare Church	OR
VERNONIA SCHOOL DISTRICT 47J	OR	West Salem United Methodist	OR
Veterans Affairs	OR	WEST VALLEY HOUSING AUTHORITY	OR
VFW POST 4248	OR	Western Arts Alliance	OR
Victory Academy	OR	Western Environmental Law Center	OR
Vietnamese Christian Community Church	OR	Western Mennonite School	OR
Viking Sal Senior Center	OR	WESTERN RIVERS	
Village Home Education Resource Center	OR	CONSERVANCY	OR
Vineyard Christian Fellowship	OR	WESTERN STATES CENTER	OR
VIRGINIA GARCIA MEMORIAL HEALTH CENTER	OR	Western Wood Products Association	OR
VOLUNTEERS OF AMERICA OREGON	OR	WESTSIDE BAPTIST CHURCH	OR
Waldo Middle School	OR	Westside Church of Christ Inc	OR
WALLOWA COUNTY	OR	Wheeler County	OR
Wallowa County ESD	OR	WHITE BIRD CLINIC	OR
Wallowa Future Foundation	OR	WHITEAKER MONTESSORI SCHOOL	OR
Wallowa Valley Center For Wellness	OR	Wilco Farmers	OR
WARNERPACIFIC COLG	OR	Wild Lilac Child Development Community	OR
Warrenton Hammond School	OR	Wild Rogue Youth Foundation, Inc.	OR
WASCO COUNTY	OR	WILD SALMON CENTER	OR
WASHINGTON COUNTY	OR	WILLAMALANE PARK AND RECREATION	
Washington County Consolidated Communications Agency	OR	DISTRICT	OR
Washington County Facilities & Park Services	OR	Willamette Carpenters Training Center, Inc	OR
Washington Park	OR	WILLAMETTE EDUCATION SERVICE DISTRICT	OR
Transportation Management Association	OR	WILLAMETTE FAMILY	OR
Waste-Pro	OR	Willamette Leadership Academy/Pioneer Youth Corps Of Oregon	OR
WATER ENVIRONMENT SERVICES	OR	WILLAMETTE LUTHERAN HOMES, INC	OR
WE CARE OREGON	OR	Willamette Neighborhood Housing Services	OR
West Coast Haunters	OR	WILLAMETTE UNIVERSITY	OR
		Willamette Valley Babe Ruth	OR

Willamette Valley Baptist Church	OR	Yamhill Carlton School District	OR
Willamette Valley Rehab Center	OR	Yamhill Community Care Organization	OR
WILLAMETTE VIEW INC.	OR	YAMHILL COUNTY	OR
WILLAMINA SCHOOL DISTRICT	OR	Yankton Baptist Church	OR
Winding Waters Medical Clinic	OR	Yellowhawk Tribal Health	OR
WINSTON-DILLARD SCHOOL DISTRICT 116	OR	Yellowhawk Tribal Health Center	OR
WINTERSPRING CENTER	OR	YMCA OF ASHLAND	OR
Women's Safety & Resource Center	OR	YMCA of Marion and Polk Counties	OR
WOMENSPACE INC	OR	YONCALLA SCHOOL DISTRICT NO.32	OR
WOODBURN AREA CHAMBER OF COMMERCE	OR	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT	OR
Woodburn City Of	OR	Youth Dynamics	OR
WOODBURN SCHOOL DISTRICT 103	OR	YOUTH GUIDANCE ASSOC.	OR
WORD OF LIFE COMMUNITY CHURCH	OR	Youth M.O.V.E. Oregon	OR
WORKSYSTEMS INC	OR	YWCA SALEM	OR
World Forestry Center	OR	Zion Lutheran Church	OR
World of Speed	OR		

8. FEMA STANDARD TERMS AND CONDITIONS ADDENDUM **FOR CONTRACTS AND GRANTS**

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

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), County is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the

terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2. Pursuant to 44 CFR 13.36(i)(2), County may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:

a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);

b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);

c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);

d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);

e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

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

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

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

(1) The copyright in any work developed under a grant or contract; and

(2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

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

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

9. 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.

10. 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.

ATTACHMENT A- STATEMENT OF WORK QUESTIONNAIRE

Please complete the questionnaire for each of the sections below. This section shall be completed in addition to the general description of the solution, security, technology, etc. completed in Section Three of the RFP.

1.0 DATA COLLECTION

	Requirement	Y	N
1	Data collection terminals shall support bar code, magnetic stripe, proximity readers, and biometric capabilities such as finger scan technology.		
2	Data collection terminals shall support on-line and offline modes.		
3	In online mode, transactions shall be transmitted from the data collection terminal to the database in real time		
4	Data shall be stored at the data collection terminal until confirmation of successful transfer is received to prevent data loss. Transactions shall be available for exception reporting, on premise reporting and pay rule calculation in real time.		
5	Data at the data collection terminal shall be secure and stored in nonvolatile memory in off-line mode to prevent data loss in case of power failure.		
6	The solution shall accommodate recorded entry rounding to the nearest tenth hour, quarter hour, or actual time for start and stop as well as meals and breaks.		
7	The solution shall provide for the prevention of overlapping or redundant recorded entry of beginning and end time entries.		
8	The solution shall restrict recorded entry (punching) at the data collection terminal or web-based entry screen during unauthorized times, including early, late, early out, late out, and unscheduled days.		
9	The solution shall allow for employees to record entries at multiple locations.		
10	The solution shall provide for supervisor override of punch restrictions at the data collection terminal and online.		
11	System shall support the assignment of employees to particular data collection terminals and restrict their ability to enter transactions at other terminals (e.g. in a building other than their assigned building). This restriction shall be assigned by employee or employee group.		
12	Employee transfers to different accounts, departments, jobs, or work rules shall be validated for that employee at the point of entry.		
13	Employee self-service transactions, such as approving timecard, time off request, review schedule, review recorded entries, and review accrual balances shall be available online.		

	Requirement	Y	N
14	Employee requests for time off at the data collection terminal shall be validated against their real-time balances at the point of entry.		
15	To accommodate heavy use periods, employee self-service transactions can be restricted by terminal, terminal group, or time of day for any terminal.		
16	Data collection terminals shall be configurable to provide only services and functions that may be unique to the workforce at the terminal location.		
17	Employee self-service capabilities shall be available on a PC, kiosk, cellular device, tablet application or through standard web browsers.		
18	The solution shall provide support for a system administrator to control functional access by employees. Employees shall only be presented with those functions to which they have access, according to their role and needs.		
19	The solution shall provide the ability to view immediately the outcome of the rules processing on the time entry web based time card.		
20	The system shall provide for real time alerts to timekeeping exceptions, such as approaching overtime, minor rules violations.		
21	Employee self-service transactions, such as punching in or out, allocating labor to tasks or grants, approving timesheets, self-scheduling, and PTO requests must be available through provided mobile solution.		
22	Manager transactions, such as approving employee timesheets, reviewing exceptions, and approving leave time must be available through provided mobile solution.		
23	The system must provide for GPS and record the location at which an employee enters a transaction into the mobile solution.		
24	The system must provide for the designation of zones for mobile transactions and assign those zones to employees according to their work locations.		

2.0 PAY POLICY ENFORCEMENT AND TIME EVALUATION

	Requirement	Y	N
1	Pay rules shall be completely parameter driven and easy to set-up, change, and track without recourse to special programming or other technical skills.		
2	The system shall provide for the configuration of an unlimited number of pay rules.		

	Requirement	Y	N
3	The solution shall provide the ability to update user-defined rules and have the changes reflected immediately for time entry and processing.		
4	The solution shall provide the ability to define pay rules at the employee or group level.		
5	The solution shall provide the ability to apply rules online at the point of entry, such as activity transfers, job transfers and other changes of status that would result in a different rate or type of pay.		
6	The solution must provide the ability to manage multiple FLSA overtime periods for employee groups. For instance, hourly employees have a weekly 40 overtime FLSA period, and public safety employees have a 28-day FLSA period.		
7	The solution shall provide the ability to automatically calculate overtime and other premiums based on the employees' scheduled hours and criteria that is established within the system (e.g. rules based).		
8	The solution shall provide the ability to automatically calculate overtime and other premiums based on the employees' actual hours and criteria established within the system (e.g. rules based).		
9	The solution shall provide the ability to automatically calculate premiums based on a comparison of the employee's scheduled hours vs. the actual hours worked, and criteria established within the system (e.g. rules based)		
10	The solution shall provide the ability to calculate Shift Differential automatically based on the time of day an employee works.		
11	The solution must calculate Comp in lieu of overtime at employee or manager discretion, and maintain Comp in lieu of overtime balances for use as PTO by the employee.		
12	The solution shall support configurable pay periods for weekly, biweekly, semi-monthly and monthly periods. Multiple pay periods for different employee classes shall be seamlessly supported in a single database.		
13	The solution shall include configurable periods by shift for meal and breaks in accordance with state and federal law whether paid or non-paid.		
14	The solution shall manage holiday pay policies, including holiday pay and apply special rules for hours worked on a holiday. Eligibility rules for holiday pay (work scheduled day before and after, for example) shall be automatically enforced.		

	Requirement	Y	N
15	The solution shall provide the ability to enter both hours, days, and amounts for pay codes.		
16	The system shall provide the ability to perform multiple overtime calculations based on rules built into the system. Overtime calculations will take into account start and stop times, scheduled hours, type of duty performed.		
17	The system shall provide for retroactive pay period adjustments. Those retroactive adjustments can be paid in current pay period or special check run.		
18	The system shall allow manager edits, adds, and deletes of any previous pay period data until a predetermined cut-off time.		
19	The system shall support different pay rules for each job or department.		
20	The system shall allow for the configuration of an employee's probationary period and different leave availability based on probationary status.		

3.0 FAMILY MEDICAL LEAVE ACT

	Requirement	Y	N
1	The solution must include baseline configurations of all current FMLA and state leave policies. Such configurations must be easily modified to support our implementations of these policies.		
2	The system must be able to determine an employee's FMLA eligibility.		
3	The system must track FMLA used and FMLA available.		
4	The solution must determine eligibility for all leave policies for which an employee is eligible for a given event, for instance, FMLA and state mandated medical leave. These policies must be applied concurrently.		
5	The solution must manage both paid and unpaid time concurrently.		
6	Cascading pay code assignments for leave cases must happen automatically and include unpaid leave. For example, Sick must be drawn down to 8 hours, then Vacation drawn down to 40 hours, then unpaid		

	Requirement	Y	N
	leave applied as needed to fill the leave period.		
7	The system shall send notification to the employee about FMLA requirements.		
8	The system must support all the definitions of yearly calculations allowed by the Department of Labor.		
9	The solution must alert leave administrators when there is a potential FMLA qualifying absence, e.g. when three sick days in a row are taken by an employee.		
10	The solution must allow for an easy capture and monitoring of intermittent leave time, for example, for recurring physical therapy, and apply all paid and unpaid leave rules correctly. Intermittent leave time must be deducted from the Employee FMLA eligibility.		
11	Approved leave time, including all paid and unpaid codes, must be inserted into employee schedule and time card in real time.		

3.0 APPROVALS

	Requirement	Y	N
1	The system shall provide the ability for employees to approve their timesheets. This approval shall be available within employee self service and the data collection terminals		
2	System shall allow for user defined text to accompany employee approvals for the purpose of attestation to timecard contents.		
3	The system shall provide the ability for Managers/Supervisors to view employee timesheets that require approval (both summary and detailed level).		
4	The system shall provide the ability for Managers/Supervisors to approve the employee's leave/attendance time.		
5	The system shall provide ability to define a set of comments used to annotate manual changes and other edits of employee records.		
6	Comments shall be part of exception reporting capability within the solution.		
7	Free form notes can be attached to any comment to provide more detail associated with the manual change.		
8	The system shall provide the ability for an employee to acknowledge their time card if a change has been made by their supervisor or payroll (i.e. added, edited, and deleted items).		
9	The system shall provide the ability for a Manager to submit modified time cards without the employee's acknowledgement.		

	Requirement	Y	N
10	The system shall provide an electronic signature for employees to approve their timesheets.		
11	The system shall provide an electronic signature for managers to approve time cards for payroll processing.		
12	The system shall provide for a pay period lock function for use by payroll to prevent further timecard edits by supervisors or employees.		
13	The system must include the capability for managers to delegate their authority on a temporary basis, so the designated delegate may approve all employee transactions.		
14	A complete audit trail of all manager approvals must be available for review and reporting, including approvals performed by designated delegates.		

5.0 TIME CARD EDITS

	Requirement	Y	N
1	The system shall provide the ability to adjust or correct time entries captured in the current period, but not yet paid.		
2	The system shall provide the ability to easily navigate from the error report to the time card to make edits.		
3	The system shall provide the ability to define default time entries for earnings, hours, holiday data, and labor distributions and the ability to override and make changes to this default information.		
5	The system shall provide a report that details prior period adjustments and corrections.		
6	Allow manager edits for the current pay period but prevent manager edits of the previous pay period after the final previous pay period transmittal has been sent to payroll.		
7	Recalculate all totals immediately after a value is changed.		
8	All historical employee time and attendance information, including any adjustments, shall be available online for audit or review purposes.		
9	Allow historical time/attendance edits by the payroll administrators.		
10	Allow manager to make edits that impact a large group of employees.		
11	Support pay or leave incentives based on user-defined conditions.		
12	Support floating holidays and multiple work calendars.		

6.0 INTERACTIVE VIEWS AND NAVIGATION

	Requirement	Y	N
1	The system shall provide interactive exception and summary views for common tasks or processes with the capability to drill down on specific employee's records.		
2	The system shall provide the ability to perform actions on employee data within the interactive views, such as edits to timecards and schedules, based on security level of requestor.		
3	The system shall provide the ability for the user to configure the interactive views with user-defined columns and selection criteria.		
4	The system shall provide flexible sort capability within the interactive views.		
5	The system shall provide the ability to multi-select employees within the interactive view and perform group edits.		
6	The system shall provide the ability to configure interactive views for manager and assign a default view based on manager role.		

7.0 SCHEDULING

	Requirement	Y	N
1	The system shall have the ability to schedule employees with variable work schedules down to the quarter hour.		
2	The system shall allow employees to see schedules online, through mobile, or at data collection terminals.		
3	The system shall allow for the scheduling of employees for specific activities or projects.		
4	The system shall send out an automatic email notification if a change has been made that impacts the employee's work schedule within the next 72 hours.		
5	The system shall allow managers or administrators the ability to add or change an entire work group's schedule online and make the changes visible in real time.		
6	The system shall be able to assign work locations as well as work schedules that may be variable and change frequently.		
7	The system shall permit employees to request time off and provide a vehicle to notify employees of time off decisions.		
	The following requirements are specific to roster-based scheduling for public safety and other applications.		
8	System shall provide an integrated telephony system that accommodates inbound and outbound communication that includes: user leave requests and overtime signup, messaging, overtime offers, and the ability for supervisors to approve leave requests.		

	Requirement	Y	N
9	The system must allow the agency to create and edit business rules to govern all scheduling and leave issues applicable to full and part-time personnel in multiple collective bargaining contracts.		
10	The system must allow user-defined and editable business rules to govern leave policies, set schedules, set staffing levels, fill vacancies, handle off-duty work schedules, call out for specialty units, and other types of circumstances that impact scheduling.		
11	The system must provide employees and managers full functionality access to their schedules and the ability to expedite work tasks via the web and mobile devices.		
12	The system must allow employees to submit time-off requests via telephone, email, mobile device, tablet, and web.		
13	System shall provide each employee a graphical and user-friendly scheduling calendar that reflects: Working schedule Time off Paydays Shift trades Holidays FLSA Overtime opportunities		
14	System shall create customizable working assignments and schedules up to at least a year in advance.		
15	System must accommodate user-defined simple and complex rotational assignments comprised of differing start times and working days.		
16	The system must send an employee or group of employees a voice or electronic message, with receipt confirmation.		
17	The system shall enable employees to initiate and complete shift trades, ensuring proper specialty and rank coverage.		
18	The system must provide the ability for employees to sign up for additional work, including shift work and special events.		
19	System must provide a daily staffing roster that accommodates: Staffing by shift 6 organizational levels Special unit and event deployments Staffing by organization policies and procedures Track vacancies		
20	The system must provide real-time view of past, present, and future scheduling data and other relevant staffing details.		
21	The system must allow detailed constraints for each code such as advance notice or supervisor approval.		
22	System roster must enable the emergency deployment and scheduling of units with qualified personnel in accordance to department scheduling rules and procedures.		
23	System roster must enable authorized users to fill vacancies in accordance to department policy and procedures.		

	Requirement	Y	N
24	The system must have an alert system that reacts to vacancies caused by work exceptions and identify the appropriate replacement personnel.		
25	The system must ensure employees cannot work more hours than allowed by law. For example, an employee who worked over 18 hours in a day (both regular and overtime) can be flagged and denied additional work.		
26	The system must administer and track forced overtime in accordance to organization scheduling policies.		
27	The system must consider differences in staffing policies based on the type of position to be staffed. For example, the system must qualify, sort, and contact employees in order for a position that requires the employee to hold a training certification.		
28	The system must isolate and manage the scheduling of multiple institutions whose staffing and employee management rules and procedures differ.		
29	The system must allow both approval and denial of requests or shift trades, including notification of these statuses.		
30	The system must provide a full reportable audit of all edits, employee contacts for overtime offers, rules application to fill vacancies, and all other scheduling events.		
31	System must call qualified employees for vacant positions, including overtime positions, over the telephone without human intervention. This automatic call out can be interrupted by qualified user.		
32	The system provides a flexible and configurable bidding module that can manage multiple bid methods within the same organization.		
33	System provides the ability to manage leave bidding using a consistent method based upon union rules/compensation contracts.		
34	System provides the ability to manage assignment bidding using a consistent method based upon union rules/compensation contracts.		
35	System directly and seamlessly updates the results of the bidding process into the schedules and rosters of the system.		
36	When awarding leave and assignments based within a bidding environment, the system can take into consideration variables such as: Seniority rules Employee's specialty and/or rank Maximum allowable number off in each specialty Maximum allowable employees off each shift		
37	The system must integrate with third-party CAD and RMS solutions.		
38	The system must integrate with the proposed time and labor management solutions.		
39	The system must support the export of payroll data, staffing information, assignment information, and user login information.		
40	The system must provide standard reporting, and allow custom report development		
41	The system must include standard FEMA reporting		

8.0 MISCELLANEOUS AND REPORTING

	Requirement	Y	N
1	The system shall support changes in government regulations which occur over time.		
2	The system shall be compatible with Microsoft Outlook and common web browsers.		
3	The system shall permit employees to request time off and provide a vehicle to notify employees of time off decisions.		
4	The system shall provide email notifications when time cards are due, need review, or are approved. The system shall send reminders if time card tasks are not performed in a timely manner.		
5	The system shall track absences, tardies, or leave for review by managers.		
6	The system shall provide an on-premise report to show a list of all employees in case of emergency, weather event, etc.		
7	The system shall include analytics capabilities to show employee workforce trends (absences, perfect attendance, etc.) metrics.		
8	The analytics capabilities must include pre-built metrics for workforce management, including metrics for absenteeism, accruals, actual hours and costs, projected hours and costs, punch transaction compliance, attendance, overtime, scheduled hours and cost, grant appropriation initial allocation and % used, and leave balances. Please supply a list of all standard metrics included.		
9	Thresholds must be able to be defined for all metrics, and conditional formatting applied to highlight those performance measures outside of the organizational standard.		
10	The analytics solution must include prebuilt dashboards and reports to provide detailed information about workforce performance, including absenteeism, overtime, productivity, and leave liability. Please supply a list of all included analytics reports.		
11	Information from other systems must be able to be imported into the analytics solution and reported against labor metrics.		
12	Reports can be exported in multiple formats such as Word, Excel, or PDF. The system shall provide a bank of popular or saved searches.		
13	The system shall allow managers to assign task codes to employees to ease time entry and ensure time is charged to the correct tasks (i.e. attending a training session).		
14	The system shall allow searches on multiple criteria such as type of leave, task code, work group, location, or FMLA.		
15	The system shall be able to support employees working in multiple jobs or departments during a pay cycle.		
16	The workforce management system must have an integration framework to facilitate integration with HR, Payroll, Financials, Asset Management, and other business solutions.		

	Requirement	Y	N
17	The solution must include documented APIs to facilitate the integration of data and processes through web services and other methods.		
18	The solution must include a standard configurable integration tool that provides for the extraction, transformation, and formatting of data required for the workforce management system and other business systems.		
19	This integration tool must include pre-built templates for common business systems, with the flexibility to modify those templates easily.		
20	The system shall provide a mechanism to automatically update employee's work location, title, assigned job, or rate of pay when changes are made to the HR system.		
21	The system shall be able to produce exceptions reports, workers comp reports, FML reports, overtime reports, and unpaid leave reports. Reports can be exported into multiple formats and separated by date range, employee work group, location pay code, or status.		
22	The system shall be able to support single sign-on capabilities and interface with the agency's password and username scheme.		
23	The system shall allow system administrators the ability to override system policies.		

9.0 PROFESSIONAL SERVICES

	Requirement	Y	N
1	The selected vendor's implementation methodology shall include a pre-configured model of the Workforce Management solution(s) based on best practice recommendations that will be leveraged at the start of a project when beginning the assessment phase.		
2	The selected vendor's pre-configured working model shall have the ability to be modified during the requirements gathering sessions to capture customer requirements "on the fly".		
3	The pre-configured working model of the Workforce Management solution(s) shall contain best practices industry specific configurations, including standard pay policies, schedule rules, leave policies, workflows, user profiles and other configurations.		
4	The selected vendor's implementation methodology shall include an online tool that the project teams can access throughout the lifecycle of an implementation that provides project updates, communication, online feedback, and serves as a repository for all project documentation.		

	Requirement	Y	N
5	The selected vendor shall provide recommended best practice test cases and scenarios that are specific to identified solutions within the Workforce Management application.		
6	The selected vendor shall provide an online test tool that can be leveraged by customer's team members in completing their testing phase of the implementation lifecycle.		
7	The selected vendor shall provide the ability to automate standard Workforce Management solution test cases. This automation shall include the ability to populate punches, punch data and provide the expected outcomes automatically, thus reducing manual input.		
8	The selected vendor's Workforce Management training is delivered online in a virtual live training class		
9	The selected vendor's Workforce Management training is delivered as self-paced thru training content downloadable by the customer		
10	The selected vendor, as part of the implementation methodology, shall provide Change Management and User Adoption templates and/or job aids using best practice recommendations.		

ATTACHMENT B- REFERENCES

Please list five (5) Workforce Management contracts that are representative of your firm's work and services. Public agency contract references are preferred. Referenced projects must have been ongoing for at least one (1) year or completed within the last three (3) years. If additional space is required, provide on a separate sheet.

Reference 1

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

Description of services provided:

Total dollar amount: _____

Reference 2

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

Description of services provided:

Total dollar amount: _____

Reference 3

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

Description of services provided:

Total dollar amount: _____

Reference 4

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

Description of services provided:

Total dollar amount: _____

Reference 5

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

Description of services provided:

Total dollar amount: _____

ATTACHMENT C – COST PROPOSAL

COST PROPOSAL FORM	
SECTION A <i>Discount by Category</i>	
DESCRIPTION OF PRODUCT/SERVICE	Discount %
<i>(Insert additional lines as appropriate to adequately itemize all costs.)</i>	
Software (insert more lines as needed)	
Hardware	
Professional Services	
Training	
Cloud Hosting Services	
Renewals	
Ongoing Maintenance	
Discounts for volume (i.e. price breaks for number of employees, etc.)	
Any additional pricing incentives, discounts or rebates such as for large volume purchases, bundled services, etc.)	

The Remainder of this page is intentionally left blank.

COST PROPOSAL FORM (CONT'D)	
SECTION B Sample Pricing Scenario	
Provide itemized costs for all items necessary to perform work in the Sample Pricing Scenario described below.	
DESCRIPTION OF PRODUCT/SERVICE	COST
(Insert additional lines as appropriate to adequately itemize all costs.)	
Software	
Hardware	
Implementation	
Training (daily rate)	
Other Costs:	
Total	\$

Sample Pricing Scenario

BACKGROUND DESCRIPTION: A County has 5000 employees with 50 locations/buildings. IT technicians service five locations each. With no physical base location, they report directly to one of their five service areas, and will typically report to 3-5 of these locations. These employees shall be able to report, or “clock-in” and “clock-out” from multiple work locations within the County. They shall be able to tend to related HR functions, such as request leave and verify pay period attendance from multiple locations.

Purpose: The objective is to determine the feasibility of using a third party system as a Time and Attendance solution that will satisfy the needs of this County. We are seeking a complete solution that will both accommodate and improve upon our business processes.

Hardware: Proposals shall include the cost of hardware necessary (punch terminals, swipe terminals, etc.) to support touch screen technology, biometric technology, and badge swipe technology for employees to “clock in” or “clock out” at 50 locations. Proposals shall include a full description of the hardware proposed, as well as all related cabling costs. Proposals shall include the option for employees to “clock in” or “clock out” at multiple work locations in the County.

Offeror shall provide a detailed list of all costs associated with the Sample Pricing Scenario on the Cost Proposal Form. **All pricing submitted must be inclusive of all fees and service charges.**