



COBB COUNTY PURCHASING DEPARTMENT

122 Waddell Street
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
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**

► *Official Signature is required on this form guaranteeing the quotation.*

- **CONTRACTOR AFFIDAVIT and AGREEMENT – Exhibit A**

► 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, January 26, 2017** in the

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

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

**Sealed Bid # 17 – 6221
Request for Proposal
Tractors, Mowing Equipment, Implements, and Parts & Services
Cobb County Purchasing Department**

**Pre-Proposal Meeting: January 12, 2017 @ 10:00 A.M.
Cobb County Purchasing Department
122 Waddell Street
Marietta, Georgia 30060**

Proposals are opened at 2:00 p.m. in the Cobb County Purchasing Department, 122 Waddell Street, Marietta, Georgia 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: December 30, 2016
January 6, 13, 20, 2017

BID SUBMITTAL FORM



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

BID/PROJECT NUMBER: 17-6221
Request for Proposal
Tractors, Mowing Equipment, Implements, and Parts & Services
Cobb County Purchasing Department

DELIVERY DEADLINE: JANUARY 26, 2017 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: January 26, 2017 @ 2:00 P.M. in the Cobb County Purchasing Department,
122 Waddell Street, 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 **17-6221**; 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 days 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
Marietta, GA 30060

SEALED BID # 17-6221 DATE: January 26, 2017

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION: Request For Proposal
Tractors, Mowing Equipment, Implements, and
Parts & Services

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
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 17-6221

Request for Proposal

Tractors, Mowing Equipment, Implements, and Parts & Services

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, 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 # 17-6221

**Tractors, Mowing Equipment, Implements, and Parts & Services
Cobb County Purchasing Department**

Bid Opening Date: January 26, 2017

**Pre-Proposal Conference: January 12, 2017 @ 10:00 AM (E.S.T.)
Cobb County Purchasing Department
122 Waddell Street
Marietta, Georgia 30060**

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

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 2 COPIES AND 10 FLASH DRIVES OR CDs
(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.



Cobb County...Expect the Best!



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



**COMPETITIVE SOLICITATION
BY COBB COUNTY, GA
FOR
TRACTORS, MOWING EQUIPMENT, IMPLEMENTS, AND PARTS & SERVICES
ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES
AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES
GOVERNMENT PURCHASING ALLIANCE**

**RFP
SEALED BID #17-6221**

OVERVIEW

1. MASTER AGREEMENT

Cobb County, GA (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Tractors, Mowing Equipment, Implements, and Parts & Services (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

Qualified suppliers/manufacturers are expected to propose the broadest possible selection of tractors, mowing equipment, implements and parts & services that they offer. The intent of this RFP is to provide Participating Public Agencies with a full range of solutions to meet their landscaping and grounds-keeping needs. Therefore, the proposer shall have demonstrated experience in providing the products and services as defined in this RFP, including but not limited to:

- 1. Tractors- A comprehensive selection of tractors including, but not limited to, heavy duty, standard utility, compact and sub-compact products offered by Proposer.
- 2. Mowing Equipment- A comprehensive selection of walk behind self-propelled, zero turn and riding mowing equipment offered by Proposer.
- 3. Implements/Accessories- A complete offering of cutters, finishing mowers, disc harrows, box scrapers, snow attachments and any other accessories and implements offered by Proposer.
- 4. Parts- A complete offering of Original Equipment Manufacturer (OEM) and non-OEM repair and maintenance parts offered by Proposer.
- 5. Related Products and Services- Any related products as well as services, such as repair services and any other services offered by Proposer.

U.S. COMMUNITIES

1. U.S. COMMUNITIES

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

National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein “National Sponsors”).

Advisory Board

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

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

Current U.S. Communities Advisory Board Members

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

Participating Public Agencies

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

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

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 the U.S. Communities Information Section.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Cobb County, GA and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2015 purchased more than \$168 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

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

- National Sponsors as referenced above.
- Over 85 State Associations of Counties, Schools and Municipal Leagues.
- 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 online marketing and sales management tools to effectively increase sales through U.S. Communities.

Marketplace

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

Multiple Awards

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

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

Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) whose response(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

**REQUEST FOR PROPOSAL
TRACTORS, MOWING EQUIPMENT, IMPLEMENTS, AND PARTS & SERVICES
SEALED BID # 17-6221**

1. INTRODUCTION

Cobb County Government is seeking sealed proposals from qualified suppliers for TRACTORS, MOWING EQUIPMENT, IMPLEMENTS, AND PARTS & SERVICES on behalf of itself, and all states, local governments, school districts, and higher education institutes in the United States of America, and other governmental agencies and nonprofit organizations. Suppliers that are nationally recognized and qualified are expected to propose a broad selection of tractors, mowers, implements, and related equipment and services that they offer commercially. Suppliers submitting proposals shall demonstrate that they possess the necessary qualifications and are capable of providing the specified equipment items and services to Participating Public Agencies on a national level.

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 the 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.

3. 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 two (2) additional periods of twelve months each. However, the duration of the contract shall not exceed five (5) years including the exercise of any options.

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.

4. 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 changed 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 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).

5. 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.

5.1 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.

5.2 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.

5.3 Company Background/Profile

Provide information on company background to include the following:

- a. Legal name, address, phone and fax numbers, e-mail, Federal ID#, 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.

5.4 Experience

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information.

- a. Scope of services/contract description.
- 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

- 5.5 Product Information/Service Capability
- a. Include detailed catalogs, descriptive literature, and/or website that list all equipment items and services that can be provided by the Proposer under this contract.
 - b. Provide detailed information on service capability and the availability of service centers for maintenance and repairs on a national level. Indicate how many authorized service centers will be available for each state. Will pick up and delivery services be available for service of large equipment items?
- 5.6 Pricing
- a. Include fixed unit prices for specified equipment items listed on the attached Bid Forms. **Prices must be submitted on the Bid Forms.** Prices may be submitted on any or all items listed on the Bid Forms.
 - b. For all other equipment items offered, provide a **fixed percentage (%) off a MANUFACTURER PRICE LIST** or other objectively verifiable criteria. Include fixed percentage as listed on Bid Form.
 - c. **Freight** – Provide detailed freight rates for shipping products nationally and describe how local deliveries will be made. Will charges apply to local deliveries?
 - d. **Volume Discounts or Rebates** – Include any volume discounts or rebates available to Participating Public Agencies.
- 5.7 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.

6. EVALUATION CRITERIA

Proposals will be evaluated on the basis of information presented in the proposal package and on an analysis of any 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.

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

- a. Company Background/Profile
- b. Relevant Experience and Reference Responses
- c. Product Options, Variety, and Availability
- d. Service Capability
- e. Financials
- F. Price
- G. National Qualifications (including response to the U.S. Communities Information Section and inclusion of Administration Agreement, signed, unaltered)

7. 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. The County reserves the right to make multiple awards including contract awards on the basis of line item pricing, low total price, or any combination of line items.

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) 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 January 17, 2017** 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
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. Entire proposals may not be deemed proprietary.

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 un-copyrighted 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 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 and to waive technicalities, informalities and minor irregularities in the proposals received. 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

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which 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. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal 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 all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, 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 County reserves the right to make changes to the "Sample Contract".

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, nor 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, two (2) copies and 10 CDs or Flashdrives 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
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/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 12.

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 12 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.

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

XXIX. 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 on Page 8.

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.

XXX. 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.

XXXI. Termination for Convenience

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.

XXXII. 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.

XXXIII. 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.

XXXIV. 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.

XXXV. 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.

XXXVI. 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 User ID 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 THE ____ 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 User ID 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

XXXVII. 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.

Exhibit C
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: _____

SUPPLIER QUALIFICATIONS

SUPPLIERS

Commitments

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

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

(a) **Corporate Commitment.**

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

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

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

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

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

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

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

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

(b) **Pricing Commitment.**

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

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

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

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

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

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

(iv) **Supplier's Options in Responding to a Third Party Procurement Solicitation.** While it is the objective of U.S. Communities to encourage Public Agencies to

piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

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

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

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

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

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

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

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

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

derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

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

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

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

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

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

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

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

(vi) Supplier's Performance Review. Upon request by U.S.

Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

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

U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION

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

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

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

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

- A. 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 service to any Participating Public Agencies in the contiguous 48 states and the ability to deliver service in Alaska and Hawaii?
YES____ *NO____
(*If no, identify the states where you do not have the ability to provide service 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. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?
YES____ NO____
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES____ NO____
- G. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES____ NO____
- H. Will your company commit to the following program implementation schedule?
YES____ NO____
- I. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES____ NO____


Submitted by:

(Printed Name)

(Signature)

(Title)

(Date)

 New Supplier Implementation Checklist		Target Completion After Award
1. First Conference Call		One Week
Initial Kick Off Call to discuss expectations		
Set Contract Launch Date & Outline Kick Off Plan		
Establish initial contact people & roles/responsibilities		
Supplier Log-In Credentials established		
Set Agency Webinar Dates		
2. Executed Legal Documents		One Week
U.S. Communities Admin Agreement		
Lead Public Agency agreement signed		
3. Program Contact Requirements		One Week
Supplier contacts communicated to U.S. Communities Staff		
Dedicated email		
Dedicated toll free number		
4. Second Conference Call		Two Weeks
Establish Sales Training Webinar Dates		
Complete Supplier Set Up Form		
Complete User Account and User ID Form		
Identify Dates for Senior Management Meeting		
Review Contract Commitments		
5. Marketing Kick Off Call		Two Weeks
Overview of Marketing Requirements		
Establish Timeline for Marketing Deliverables		
Set Weekly Marketing Call		
Discuss Agency Webinar Slides & Set Timeframe for Deliverables		
6. Initial NAM & Staff Training Meetings		Three Weeks
Discuss expectations, roles & responsibilities		
Introduce and review web-based tools		
Review process & expectations of Lead Referral contact with NAM & identified LRC		
7. Senior Management Meeting		Four Weeks
Implementation Process Progress Report		
U.S. Communities & Vendor Organizational Overview		
Supplier Manager to review & further discuss commitments		
8. Review Top Joint Target Opportunities		Five Weeks
Top 10 Local Contracts		
Review top U.S. Communities PPA's		
9. Web Development		
Initiate E-Commerce Conversation		Two Weeks
Product Upload to U.S. Communities site		Five Weeks
10. Sales Training & Roll Out		
Program Manager briefing - Coordinate with NAM		Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM		Three Weeks
Initiate contact with Advisory Board (AB) members		Six Weeks
Determine PM & Local Metro teams strategy sessions		Six Weeks
11. Marketing – see marketing deliverables checklist as reviewed with marketing contact		Eight Weeks
12. Agency Webinars		Post Launch

SUPPLIER INFORMATION

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

National Commitments

1. Please provide a written narrative of your understanding and acceptance of the Supplier Qualifications Commitments attached hereto in this U.S. Communities Information Section.

Company

2. 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		

3. 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.
4. Provide the company annual sales for 2013, 2014 and 2015 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013, 2014, AND 2015			
Segment	2013 Sales	2014 Sales	2015 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 2013, 2014 and 2015 in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013, 2014, AND 2015			
Segment	2013 Sales	2014 Sales	2015 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.

Distribution

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
3. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
4. Provide the number and location of dealers (if applicable).

5. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
 - 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), your company's diversity of owner employees, 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

1. Outline your company's sales and marketing plan for marketing the Products to eligible agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?

National Staffing Plan

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined on Page 44, 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</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 the a bio for each of the below personnel:
 - a. The person your company proposes to serve as the National Accounts Manager,
 - b. Each person that will be dedicated full time to U.S. Communities account management, and
 - c. Key executive personnel that will be supporting the program.

Products, Services and Solutions

1. Provide a description of the Products and Services to be provided by the major product category set forth on page 8 of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. State your normal delivery time (in days) and any options for expediting delivery.
3. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?
4. State restocking fees and procedures for returning products.
5. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that the latest products, standards and technology for Tractors, Mowing Equipment, Implements, and Parts and Services are available.
6. Describe the capacity of your company to offer leasing of product along with details on how leasing would be performed.
7. Please describe any warranties provided for the products and services proposed.
8. What is your company's resolution process for vehicles which repeatedly fail to meet standards of quality and performance? At what point does your company replace the vehicle?

9. Please describe your company's ability to service equipment. Where is this service completed?
Please describe any services fees associated with this work.

Administration

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing. Additionally, please provide the following:
 - a. In what formats do you accept orders (telephone, ecommerce, etc.)?
 - b. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
3. Describe your company's ecommerce capabilities:
 - a. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).
 - b. Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.
4. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information, contract term (including contract options) and annual volume by year for each of the last three years.
5. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.

Environmental

1. Provide a brief description of any company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.
2. Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, chemicals, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.
3. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Financial Statements

1. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
2. Please include an audited income statement and balance sheet from the most recent reporting period in your proposal.

Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

ADMINISTRATION AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL TERMS AND CONDITIONS

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

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement

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

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

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

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

ARTICLE II

TERM OF AGREEMENT

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

ARTICLE III

REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities' Representations and Covenants.

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

in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

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

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

(a) **Corporate Commitment.**

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

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

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

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

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

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

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

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

(b) **Pricing Commitment.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

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

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

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

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

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

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

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

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

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

contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

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

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

ARTICLE IV

PRICING AUDITS

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

ARTICLE V

FEES & REPORTING

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

Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

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

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

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

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

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

5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a

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

ARTICLE VI

MISCELLANEOUS

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

6.3 Assignment.

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

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

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

U.S. Communities:

U.S. Communities
9711 Washingtonian Blvd., Suite 100
Gaithersburg, MD 20878-7381
Attn: Program Manager Administration

Supplier:

Attn: U.S. Communities Program Manager

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank – Signatures Follow]

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

By _____

Name: _____

Title: _____

ATTACHMENT A

MASTER AGREEMENT

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

ATTACHMENT B

SALES REPORT FORMAT

Appendix B - US (Data Format)

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

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

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

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

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

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

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

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

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

STATE NOTICE ADDENDUM

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

Nationwide:

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


Other states:

State of Oregon, State of Hawaii, State of Washington

HI	
Account Type: K-12 (18 records)	Kauai County Council Honolulu Fire Department COUNTY OF MAUI
Malama Honua Public Charter School ST JOHN THE BAPTIST Waimanalo Elementary and Intermediate School Kailua High School PACIFIC BUDDHIST ACADEMY HAWAII TECHNOLOGY ACADEMY CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC. MARYKNOLL SCHOOL ISLAND SCHOOL STATE OF HAWAII, DEPT. OF EDUCATION KE KULA O S. M. KAMAKAU KAMEHAMEHA SCHOOLS HANAHAU'OLI SCHOOL KIHEI CHARTER SCHOOL EMMANUAL LUTHERAN SCHOOL School Lunch Program Ewa Makai Middle School Our Savior Lutheran School	Account Type: Non-Profit (77 records) Lanai Community Health Center Maui High Band Booster Club Tri-Isle Resource Conservation and Development District Kumulani Chapel Chamber of Commerce Hawaii Naalehu Assembly of God outrigger canoe club One Kalakaua Native Hawaiian Hospitality Association St. Theresa School Hawaii Peace and Justice Kauai Youth Basketball Association NA HALE O MAUI LEEWARD HABITAT FOR HUMANITY WAIANAE COMMUNITY OUTREACH NA LEI ALOHA FOUNDATION HAWAII FAMILY LAW CLINIC DBA ALA KUOLA BUILDING INDUSTRY ASSOCIATION OF HAWAII UNIVERSITY OF HAWAII FEDERAL CREDIT UNION LANAKILA REHABILITATION CENTER
Account Type: County (5 records)	
BOARD OF WATER SUPPLY MAUI COUNTY COUNCIL	

<p>INC.</p> <p>POLYNESIAN CULTURAL CENTER</p> <p>CTR FOR CULTURAL AND TECH</p> <p>INTERCHNG BETW EAST AND WEST</p> <p>BISHOP MUSEUM</p> <p>ALOHOLIC REHABILITATION SVS OF</p> <p>HI INC DBA HINA MAUKA</p> <p>ASSOCIATION OF OWNERS OF KUKUI</p> <p>PLAZA</p> <p>MAUI ECONOMIC DEVELOPMENT</p> <p>BOARD</p> <p>NETWORK ENTERPRISES, INC.</p> <p>HONOLULU HABITAT FOR HUMANITY</p> <p>ALOHACARE</p> <p>ORI ANUENUE HALE, INC.</p> <p>IUPAT, DISTRICT COUNCIL 50</p> <p>GOODWILL INDUSTRIES OF HAWAII,</p> <p>INC.</p> <p>HAROLD K.L. CASTLE FOUNDATION</p> <p>MAUI ECONOMIC OPPORTUNITY, INC.</p> <p>EAH, INC.</p> <p>PARTNERS IN DEVELOPMENT</p> <p>FOUNDATION</p> <p>HABITAT FOR HUMANITY MAUI</p> <p>W. M. KECK OBSERVATORY</p> <p>HAWAII EMPLOYERS COUNCIL</p> <p>HAWAII STATE FCU</p> <p>MAUI COUNTY FCU</p> <p>PUNAHOU SCHOOL</p> <p>YMCA OF HONOLULU</p> <p>EASTER SEALS HAWAII</p> <p>AMERICAN LUNG ASSOCIATION</p> <p>Pohaha I Ka Lani</p> <p>Hawaii Area Committee</p> <p>Tri-Isle RC&D</p> <p>Lanai Federal Credit Union</p> <p>Aloha United Way</p> <p>Kipuka o Ke Ola</p> <p>READ TO ME INTERNATIONAL</p> <p>FOUNDATION</p> <p>MAUI FAMILY YMCA</p> <p>WAILUKU FEDERAL CREDIT UNION</p> <p>ST. THERESA CHURCH</p> <p>HALE MAHAOLU</p> <p>West Maui Community Federal Credit</p>	<p>Union</p> <p>Hawaii Island Humane Society</p> <p>Western Pacific Fisheries Council</p> <p>Kama'aina Care Inc</p> <p>International Archaeological Research</p> <p>Institute, Inc.</p> <p>Community Empowerment Resources</p> <p>Tutu and Me Traveling Preschool</p> <p>First United Methodist Church</p> <p>AOAO Royal Capitol Plaza</p> <p>Kumpang Lanai</p> <p>Child and Family Service</p> <p>MARINE SURF WAIKIKI, INC.</p> <p>Hawaii Health Connector</p> <p>Hawaii Carpenters Market Recovery</p> <p>Program Fund</p> <p>Puu Heleakala Community Association</p> <p>Saint Louis School</p> <p>Kailua Racquet Club, Ltd.</p> <p>Homewise Inc.</p> <p>Hawaii Baptist Academy</p> <p>Kroc Center Hawaii</p> <p>Kupu</p> <p>Account Type: College and University (8 records)</p> <p>University of the Nations</p> <p>ARGOSY UNIVERSITY</p> <p>HAWAII PACIFIC UNIVERSITY</p> <p>UNIVERSITY OF HAWAII AT MANOA</p> <p>RESEARCH CORPORATION OF THE</p> <p>UNIVERSITY OF HAWAII</p> <p>BRIGHAM YOUNG UNIVERSITY - HAWAII</p> <p>University Clinical Research and</p> <p>Association</p> <p>CHAMINADE UNIVERSITY OF</p> <p>HONOLULU</p> <p>Account Type: Other (10 records)</p> <p>Ricoh</p> <p>ROMAN CATHOLIC CHURCH IN THE</p> <p>STATE OF HAWAII</p> <p>Hawaii Information Consortium</p> <p>Leeward Community Church</p> <p>E Malama In Keiki O Lanai</p>
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<p>Keawala'i Congregational Church Lanai Community Hospital Angels at Play Preschool & Kindergarten Queen Emma Gardens AOA FAMILY SUPPORT SERVICES OF WEST HAWAII</p> <p>Account Type: Community College (2 records)</p>
<p>Honolulu Community College COLLEGE OF THE MARSHALL ISLANDS</p> <p>Account Type: State Agency (12 records)</p>
<p>DOT Airports Division Hilo International Airport Judiciary - State of Hawaii ADMIN. SERVICES OFFICE SOH- JUDICIARY CONTRACTS AND PURCH STATE DEPARTMENT OF DEFENSE HAWAII CHILD SUPPORT ENFORCEMENT AGENCY HAWAII HEALTH SYSTEMS CORPORATION HAWAII AGRICULTURE RESEARCH CENTER STATE OF HAWAII Third Judicial Circuit - State of Hawaii State of Hawaii Department of Transportation Office of the Governor</p> <p>Account Type: Consolidated City/County (2 records)</p>
<p>CITY AND COUNTY OF HONOLULU Lanai Youth Center</p> <p>Account Type: Federal (6 records)</p>
<p>Silver Dolphin Bistro Commander, Navy Region Hawaii US Navy Defense Information System Agency 84th Engineer Battalion Department of Veterans Affairs</p>

<p> OR</p>
<p>Account Type: K-12 (250 records)</p>
<p>Central School District 13J (Polk County, Oregon) Milton-Freewater Unified School District No 7 Scappoose Adventist School Ontario School District 8C Trillium Charter School Echo School District Warrenton Hammond School Immanuel Lutheran School Columbia Academy VALLEY CATHOLIC SCHL CROOK COUNTY SCHOOL DISTRICT CORBETT SCHL DIST #39 Trinity Lutheran Church and School Bethel School District #52 OREGON CITY PUBLIC SCHL Ppmc Education Committee Stayton Christian School South Columbia Family School Sunrise Preschool St. Therese Parish/School Portland YouthBuilders Wallowa County ESD Fern Ridge School District 28J Knova Learning New Horizon Christian School MOLALLA RIVER ACADEMY HIGH DESERT EDUCATION SERVICE DISTRICT St. Luke Catholic School SOUTHWEST CHARTER SCHOOL WHITEAKER MONTESSORI SCHOOL CASCADES ACADEMY OF CENTRAL OREGON NEAH-KAH-NIE DISTRICT NO.56 INTER MOUNTAIN ESD STANFIELD SCHOOL DISTRICT LA GRANDE SCHOOL DISTRICT</p>

CASCADE SCHOOL DISTRICT
 DUFUR SCHOOL DISTRICT NO.29
 hillsboro school district
 GASTON SCHOOL DISTRICT 511J
 BEAVERTON SCHOOL DISTRICT
 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 WILLAMINA SCHOOL DISTRICT
 MCMINNVILLE SCHOOL DISTRICT NO.40
 Sheridan School District 48J
 THE CATLIN GABEL SCHOOL
 NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
 CENTRAL CATHOLIC HIGH SCHOOL
 CANYONVILLE CHRISTIAN ACADEMY
 OUR LADY OF THE LAKE SCHOOL
 NYSSA SCHOOL DISTRICT NO. 26
 ARLINGTON SCHOOL DISTRICT NO. 3
 LIVINGSTONE ADVENTIST ACADEMY
 Santiam Canyon SD 129J
 WEST HILLS COMMUNITY CHURCH
 BANKS SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
 HARNEY EDUCATION SERVICE DISTRICT
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
 SILVER FALLS SCHOOL DISTRICT
 St Helens School District
 DAYTON SCHOOL DISTRICT NO.8
 Amity School District 4-J
 SCAPPOOSE SCHOOL DISTRICT 1J
 REEDSPORT SCHOOL DISTRICT
 FOREST GROVE SCHOOL DISTRICT
 DAVID DOUGLAS SCHOOL DISTRICT
 LOWELL SCHOOL DISTRICT NO.71
 TIGARD-TUALATIN SCHOOL DISTRICT
 SHERWOOD SCHOOL DISTRICT 88J
 RAINIER SCHOOL DISTRICT

NORTH CLACKAMAS SCHOOL DISTRICT
 MONROE SCHOOL DISTRICT NO.1J
 CHILDPEACE MONTESSORI
 HEAD START OF LANE COUNTY
 HARNEY COUNTY SCHOOL DIST. NO.3
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
 LEBANON COMMUNITY SCHOOLS NO.9
 MT.SCOTT LEARNING CENTERS
 SEVEN PEAKS SCHOOL
 DE LA SALLE N CATHOLIC HS
 MULTISENSORY LEARNING ACADEMY
 MITCH CHARTER SCHOOL
 REALMS CHARTER SCHOOL
 BAKER SCHOOL DISTRICT 5-J
 PHILOMATH SCHOOL DISTRICT
 CLACKAMAS EDUCATION SERVICE DISTRICT
 CANBY SCHOOL DISTRICT
 OREGON TRAIL SCHOOL DISTRICT NO.46
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 MOLALLA RIVER SCHOOL DISTRICT NO.35
 ESTACADA SCHOOL DISTRICT NO.108
 GLADSTONE SCHOOL DISTRICT
 ASTORIA SCHOOL DISTRICT 1C
 SEASIDE SCHOOL DISTRICT 10
 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
 VERNONIA SCHOOL DISTRICT 47J
 SOUTH COAST EDUCATION SERVICE DISTRICT
 COOS BAY SCHOOL DISTRICT NO.9
 COOS BAY SCHOOL DISTRICT
 NORTH BEND SCHOOL DISTRICT 13
 COQUILLE SCHOOL DISTRICT 8
 MYRTLE POINT SCHOOL DISTRICT NO.41
 BANDON SCHOOL DISTRICT
 BROOKING HARBOR SCHOOL DISTRICT NO.17-C
 REDMOND SCHOOL DISTRICT

DESCHUTES COUNTY SD NO.6 - SISTERS SD
 DOUGLAS EDUCATION SERVICE DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 GLIDE SCHOOL DISTRICT NO.12
 SOUTH UMPQUA SCHOOL DISTRICT #19
 YONCALLA SCHOOL DISTRICT NO.32
 ELKTON SCHOOL DISTRICT NO.34
 DOUGLAS COUNTY SCHOOL DISTRICT 116
 HOOD RIVER COUNTY SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NO.4
 CENTRAL POINT SCHOOL DISTRICT NO. 6
 JACKSON CO SCHOOL DIST NO.9
 ROGUE RIVER SCHOOL DISTRICT NO.35
 MEDFORD SCHOOL DISTRICT 549C
 CULVER SCHOOL DISTRICT NO.
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 GRANTS PASS SCHOOL DISTRICT 7
 LOST RIVER JR/SR HIGH SCHOOL
 KLAMATH FALLS CITY SCHOOLS
 LANE COUNTY SCHOOL DISTRICT 4J
 SPRINGFIELD SCHOOL DISTRICT NO.19
 CRESWELL SCHOOL DISTRICT
 SOUTH LANE SCHOOL DISTRICT 45J3
 LANE COUNTY SCHOOL DISTRICT 69
 SIUSLAW SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 LINN CO. SCHOOL DIST. 95C - SCIO SD
 ONTARIO MIDDLE SCHOOL
 GERVAIS SCHOOL DIST. #1
 NORTH SANTIAM SCHOOL DISTRICT 29J
 JEFFERSON SCHOOL DISTRICT
 SALEM-KEIZER PUBLIC SCHOOLS
 MT. ANGEL SCHOOL DISTRICT NO.91
 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
 MORROW COUNTY SCHOOL DISTRICT

MULTNOMAH EDUCATION SERVICE DISTRICT
 GRESHAM-BARLOW SCHOOL DISTRICT
 DALLAS SCHOOL DISTRICT NO. 2
 CENTRAL SCHOOL DISTRICT 13J
 St. Mary Catholic School
 CROSSROADS CHRISTIAN SCHOOL
 ST. ANTHONY SCHOOL
 Pedee School
 HERITAGE CHRISTIAN SCHOOL
 BEND-LA PINE SCHOOL DISTRICT
 GLENDALE SCHOOL DISTRICT
 LINCOLN COUNTY SCHOOL DISTRICT
 PORTLAND PUBLIC SCHOOLS
 REYNOLDS SCHOOL DISTRICT
 CENTENNIAL SCHOOL DISTRICT
 NOBEL LEARNING COMMUNITIES
 St. Stephen's Academy
 McMinnville Adventist Christian School
 Salem-Keizer 24J
 McKay High School
 Pine Eagle Charter School
 Waldo Middle School
 OAKLAND SCHOOL DISTRICT 001
 hermiston school district
 Clear Creek Middle School
 Marist High School
 Victory Academy
 Vale School District No. 84
 St. Mary School
 Junction City High School
 Three Rivers School District
 Fern Ridge School District
 JESUIT HIGH SCHL EXEC OFC
 LASALLE HIGH SCHOOL
 Southwest Christian School
 Willamette Christian School
 Westside Christian High School
 CS LEWIS ACADEMY
 Portland America School
 Forest Hills Lutheran School
 Mosier Community School
 Koreducators Lep High

<p> Warrenton Hammond School District Sutherlin School District Malheur Elementary School District Ontario School District Parkrose School District 3 Riverdale School District 51J Tillamook School District Madeleine School Union School District Helix School District Riddle School District Ashbrook Independent School Molalla River School District Corvallis School District 509J Falls City School District #57 Portland Christian Schools LUCKIAMUTE VALLEY CHARTER SCHOOLS Insight School of Oregon Painted Hills Deer Creek Elementary School Yamhill Carlton School District COLTON SCHL DIST 53 HARRISBURG SCHL DIST CENTRAL CURRY SCHL DIST#1 BNAI BRITH CAMP OREGON FOOD BANK HOSANNA CHRISTIAN SCHL ABIQUA SCHL Salem keizar school district Scio High School Athena Weston School District 29RJ Butte Falls School District Bend International School Imbler School District #11 monument school PENDLETON SCHOOL DISTRICT #16R Ohara Catholic School MARCOLA SCHOOL DISTRICT 079J LINN-BENTON-LINCOLN ESD Reynolds High School St. Paul School District Sabin-Schellenberg Technical Center St Paul Parish School </p>	<p> Joseph School District EagleRidge High School Grant Community School Hope chinese charter Northwest Academy Sunny Wolf Charter School MCKENZIE SCHOOL DISTRICT 068 L'Etoile French Immersion School LA GRANDE SCHOOL DISTRICT 001 FOSSIL SCHOOL DISTRICT 21J Marist Catholic High School Springfield Public Schools Elgin school dist. PLEASANT HILL SCH DIST #1 Ukiah School District 80R Lake Oswego Montessori School North Powder Charter School Siletz Valley School French American School Mastery Learning Institute North Lake School District 14 Early College High School </p> <p>Account Type: County (55 records)</p> <p> GILLIAM COUNTY OREGON UMATILLA COUNTY, OREGON DOUGLAS ELECTRIC COOPERATIVE, INC. MULTNOMAH LAW LIBRARY clackamas county CLATSOP COUNTY COLUMBIA COUNTY, OREGON coos county CROOK COUNTY ROAD DEPARTMENT CURRY COUNTY OREGON DESCHUTES COUNTY GILLIAM COUNTY GRANT COUNTY, OREGON HARNEY COUNTY SHERIFFS OFFICE HOOD RIVER COUNTY jackson county josephine county klamath county </p>
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LANE COUNTY	Willamette Valley Rehab Center
LINN COUNTY	St Paul Baptist Church
MARION COUNTY , SALEM, OREGON	Long Tom Watershed Council
MULTNOMAH COUNTY	San Martin Deporres Catholic Church
SHERMAN COUNTY	Portland Parks Foundation
WASCO COUNTY	Sweet Home United Methodist Church
YAMHILL COUNTY	Cedar Hills Baptist Church
WALLOWA COUNTY	Good Samaritan Ministries
ASSOCIATION OF OREGON COUNTIES	Unitarian Universalist Church in Eugene
NAMI LANE COUNTY	Emmanuel Bible Church
BENTON COUNTY	Portland Community Media
DOUGLAS COUNTY	La Pine Chamber of Commerce
JEFFERSON COUNTY	Stone Creek Christian Church
LAKE COUNTY	Rogue Valley Youth Football
LINCOLN COUNTY	Bend Elks Lodge 1371
POLK COUNTY	Friendly House, Inc.
UNION COUNTY	Klamath Siskiyou Wildlands Center
WASHINGTON COUNTY	Grants Pass Seventh-day Adventist Church
MORROW COUNTY	Corvallis Waldorf School
Mckenzie Personnel Services	Farmworkers Housing Development Corporation
Washington County Facilities & Park Services	World Forestry Center
Multnomah County Department of Community Justice	Adapt
NORCOR Juvenile Detention	Kid Time
Tillamook County Estuary	Oregon Farm Bureau
Job Council	Mt Emily Safe Center
BAKER CNTY GOVT	Salem First Presbyterian Church
TILLAMOOK CNTY	Rolling Hills Baptist Church
Multnomah County Dept of County Assets	Baker Elks
Wheeler County	Gates Community Church of Christ
Resource Connections of Oregon	PIP Corps LLC
Lane County Sheriff's Office	Turtle Ridge Wildlife Center
Clatsop County Sheriff's Office	Grande Ronde Model Watershed Foundation
Harney County Community Corrections	Western Environmental Law Center
Grant County Economic Developement	Oregon District 7 Little League
Clackamas County Juvenile Dept	Mercy Flights, Inc.
Columbia Basin Care Facility	Metropolitan Contractor Improvement Partnership
City of Seaside Police Department	The Christian Church of Hillsboro Oregonb
Account Type: Non-Profit (720 records)	Congregation Neveh Shalom
Tamarack Aquatic Center	My Fathers House
Seven Feathers Casino	Step Forward Activities Inc
Oliver P Lent PTA	HHoly Trinity Greek Orthodox Cathedral

MECOP Inc.
 Workforce Northwest Inc
 Lane Arts Council
 Building Healthy Family
 Intergral Youth Services
 Children Center At Trinity
 Beaverton Christians Church
 Oregon Humanities
 St. Pius X School
 Community Connection of Northeast
 Oregon, Inc.
 St Mark Presbyterian Church
 Living Opportunities, Inc.
 Coos Art Museum
 OETC
 Blanchet House of Hospitality
 Garten Services Inc
 Incite Incorporated
 Merchants Exchange of Portland, Oregon
 Coalition for a Livable Future
 West Salem United Methodist
 Central Oregon Visitors Association
 Soroptimist International of Gold Beach,
 OR
 Real Life Christian Church
 Dayton Christian Church
 Delphian School
 AVON
 EPUD-Emerald People's Utility District
 Human Solutions, Inc.
 The Wallace Medical Concern
 Boys & Girls Club of Salem, Marion & Polk
 Counties
 The Ross Ragland Theater and Cultural
 Center
 Cascade Health Solutions
 Umpqua Community Health Center
 ALZHEIMERS NETWORK OF OREGON
 NATIONAL WILD TURKEY FEDERATION
 TILLAMOOK ESTUARIES PARTNERSHIP
 LIFEWORKS NW
 Independent Development Enterprise
 Alliance
 MID-WILLAMETTE VALLEY COMMUNITY
 ACTION AGENCY, INC

HALFWAY HOUSE SERVICES, INC.
 REDMOND PROFICIENCY ACADEMY
 OHSU FOUNDATION
 SHELTERCARE
 PRINGLE CREEK SUSTAINABLE LIVING
 CENTER
 PACIFIC INSTITUTES FOR RESEARCH
 Mental Health for Children, Inc.
 The Dreaming Zebra Foundation
 LAUREL HILL CENTER
 THE OREGON COMMUNITY
 FOUNDATION
 OCHIN
 WE CARE OREGON
 SE WORKS
 ENTERPRISE FOR EMPLOYMENT AND
 EDUCATION
 OMNIMEDIX INSTITUTE
 PORTLAND BUSINESS ALLIANCE
 GATEWAY TO COLLEGE NATIONAL
 NETWORK
 FOUNDATIONS FOR A BETTER
 OREGON
 GOAL ONE COALITION
 ATHENA LIBRARY FRIENDS
 ASSOCIATION
 Coastal Family Health Center
 CENTER FOR COMMUNITY CHANGE
 STAND FOR CHILDREN
 ST. VINCENT DEPAUL OF LANE
 COUNTY
 EAST SIDE FOURSQUARE CHURCH
 CORVALLIS MOUNTAIN RESCUE UNIT
 InventSuccess
 SHERIDAN JAPANESE SCHOOL
 FOUNDATION
 The Blosser Center for Dyslexia Resources
 MOSAIC CHURCH
 HOUSING AUTHORITY OF LINCOLN
 COUNTY
 RENEWABLE NORTHWEST PROJECT
 INTERNATIONAL SUSTAINABLE
 DEVELOPMENT FOUNDATION
 CONSERVATION BIOLOGY INSTITUTE
 THE NATIONAL ASSOCIATION OF
 CREDIT MANAGEMENT-OREGON, INC.

BLACHLY LANE ELECTRIC
 COOPERATIVE
 MORNING STAR MISSIONARY BAPTIST
 CHURCH
 NORTHWEST FOOD PROCESSORS
 ASSOCIATION
 INDEPENDENT INSURANCE AGENTS
 AND BROKERS OF OREGON
 OREGON EDUCATION ASSOCIATION
 HEARING AND SPEECH INSTITUTE INC
 SALEM ELECTRIC
 MORRISON CHILD AND FAMILY
 SERVICES
 JUNIOR ACHIEVEMENT
 CENTRAL BIBLE CHURCH
 MID COLUMBIA MEDICAL CENTER-
 GREAT 'N SMALL
 TRILLIUM FAMILY SERVICES, INC.
 YWCA SALEM
 PORTLAND ART MUSEUM
 SAINT JAMES CATHOLIC CHURCH
 SOUTHERN OREGON HUMANE
 SOCIETY
 VOLUNTEERS OF AMERICA OREGON
 CENTRAL DOUGLAS COUNTY FAMILY
 YMCA
 METROPOLITAN FAMILY SERVICE
 OREGON MUSUEM OF SCIENCE AND
 INDUSTRY
 FIRST UNITARIAN CHURCH
 ST. ANTHONY CHURCH
 Good Shepherd Medical Center
 Salem Academy
 GEN CONF OF SDA CHURCH WESTERN
 OR
 PORTLAND ADVENTIST ACADEMY
 ST VINCENT DE PAUL
 OUTSIDE IN
 UNITED CEREBRAL PALSY OF OR AND
 SW WA
 WILLAMETTE VIEW INC.
 PORTLAND HABILITATION CENTER,
 INC.
 OREGON STATE UNIVERSITY ALUMNI
 ASSOCIATION
 ROSE VILLA, INC.
 NORTHWEST LINE JOINT

APPRENTICESHIP & TRAINING
 COMMITTEE
 BOYS AND GIRLS CLUBS OF
 PORTLAND METROPOLITAN AREA
 ROGUE FEDERAL CREDIT UNION
 Oregon Research Institute
 WILLAMETTE LUTHERAN HOMES, INC
 LANE MEMORIAL BLOOD BANK
 PORTLAND JEWISH ACADEMY
 LANECO FEDERAL CREDIT UNION
 GRANT PARK CHURCH
 ST. MARYS OF MEDFORD, INC.
 US CONFERENCE OF MENONNITE
 BRETHREN CHURCHES
 FAITHFUL SAVIOR MINISTRIES
 OREGON CITY CHURCH OF THE
 NAZARENE
 OREGON COAST COMMUNITY ACTION
 EDUCATION NORTHWEST
 COMMUNITY ACTION TEAM, INC.
 EUGENE SYMPHONY ASSOCIATION,
 INC.
 STAR OF HOPE ACTIVITY CENTER INC.
 SPARC ENTERPRISES
 SOUTHERN OREGON CHILD AND
 FAMILY COUNCIL, INC.
 SALEM ALLIANCE CHURCH
 Lane Council of Governments
 FORD FAMILY FOUNDATION
 TRAILS CLUB
 NEWBERG FRIENDS CHURCH
 WOODBURN AREA CHAMBER OF
 COMMERCE
 CONTEMPORARY CRAFTS MUSEUM
 AND GALLERY
 CITY BIBLE CHURCH
 OREGON LIONS SIGHT & HEARING
 FOUNDATION
 PORTLAND WOMENS CRISIS LINE
 THE SALVATION ARMY - CASCADE
 DIVISION
 WILLAMETTE FAMILY
 WHITE BIRD CLINIC
 GOODWILL INDUSTRIES OF LANE AND
 SOUTH COAST COUNTIES
 PLANNED PARENTHOOD OF
 SOUTHWESTERN OREGON

HOUSING NORTHWEST
 OREGON ENVIRONMENTAL COUNCIL
 MEALS ON WHEELS PEOPLE, INC.
 FAITH CENTER
 Bob Belloni Ranch, Inc.
 GOOD SHEPHERD COMMUNITIES
 SACRED HEART CATHOLIC
 DAUGHTERS
 HELP NOW! ADVOCACY CENTER
 TENAS ILLAHEE CHILDCARE CENTER
 SUNRISE ENTERPRISES
 LOOKING GLASS YOUTH AND FAMILY
 SERVICES
 SERENITY LANE
 EAST HILL CHURCH
 LA GRANDE UNITED METHODIST
 CHURCH
 COAST REHABILITATION SERVICES
 Edwards Center Inc
 ALVORD-TAYLOR INDEPENDENT
 LIVING SERVICES
 NEW HOPE COMMUNITY CHURCH
 KLAMATH HOUSING AUTHORITY
 QUADRIPLIGICS UNITED AGAINST
 DEPENDENCY, INC.
 SPONSORS, INC.
 COLUMBIA COMMUNITY MENTAL
 HEALTH
 ADDICTIONS RECOVERY CENTER, INC
 METRO HOME SAFETY REPAIR
 PROGRAM
 OREGON SUPPORTED LIVING
 PROGRAM
 SOUTH COAST HOSPICE, INC.
 ALLFOURONE/CRESTVIEW
 CONFERENCE CTR.
 The International School
 REBUILDING TOGETHER - PORTLAND
 INC.
 PENDLETON ACADEMIES
 PACIFIC FISHERY MANAGEMENT
 COUNCIL
 DOGS FOR THE DEAF, INC.
 PUBLIC DEFENDER SERVICES OF LANE
 COUNTY, INC.
 EMMAUS CHRISTIAN SCHOOL
 DELIGHT VALLEY CHURCH OF CHRIST

SAINT CATHERINE OF SIENA CHURCH
 PORT CITY DEVELOPMENT CENTER
 VIRGINIA GARCIA MEMORIAL HEALTH
 CENTER
 CENTRAL CITY CONCERN
 CANBY FOURSQUARE CHURCH
 EMERALD PUD
 VERMONT HILLS FAMILY LIFE CENTER
 BENTON HOSPICE SERVICE
 INTERNATIONAL SOCIETY FOR
 TECHNOLOGY IN EDUCATION
 COMMUNITY CANCER CENTER
 OPEN MEADOW ALTERNATIVE
 SCHOOLS, INC.
 CASCADIA BEHAVIORAL HEALTHCARE
 WILD SALMON CENTER
 BROAD BASE PROGRAMS INC.
 SUNNYSIDE FOURSQUARE CHURCH
 TRAINING EMPLOYMENT CONSORTIUM
 RELEVANT LIFE CHURCH
 211INFO
 SONRISE CHURCH
 LIVING WAY FELLOWSHIP
 Women's Safety & Resource Center
 SEXUAL ASSAULT RESOURCE CENTER
 IRCO
 NORTHWEST YOUTH CORPS
 TILLAMOOK CNTY WOMENS CRISIS
 CENTER
 SECURITY FIRST CHILD DEVELOPMENT
 CENTER
 CLASSROOM LAW PROJECT
 YOUTH GUIDANCE ASSOC.
 PREGNANCY RESOUCES CENTERS OF
 GRETER PORTLAND
 ELMIRA CHURCH OF CHRIST
 JASPER MOUNTAIN
 ACUMENTRA HEALTH
 WORKSYSTEMS INC
 COVENANT CHRISTIAN HOOD RIVER
 OREGON DONOR PROGRAM
 NAMI OREGON
 OLIVET BAPTIST CHURCH
 SILVERTON AREA COMMUNITY AID
 CONFEDERATED TRIBES OF GRAND

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

SALMON-SAFE INC.
 BETHEL CHURCH OF GOD
 PROVIDENCE HOOD RIVER MEMORIAL
 HOSPITAL
 SAINT ANDREW NATIVITY SCHOOL
 BARLOW YOUTH FOOTBALL
 SPOTLIGHT THEATRE OF PLEASANT
 HILL
 FAMILIES FIRST OF GRANT COUNTY,
 INC.
 TOUCHSTONE PARENT ORGANIZATION
 CANCER CARE RESOURCES
 CASCADIA REGION GREEN BUILDING
 COUNCIL
 SHERMAN DEVELOPMENT LEAGUE,
 INC.
 SCIENCEWORKS
 WORD OF LIFE COMMUNITY CHURCH
 SOCIAL VENTURE PARTNERS
 PORTLAND
 OREGON PROGRESS FORUM
 CENTER FOR RESEARCH TO PRACTICE
 WESTERN RIVERS CONSERVANCY
 UNITED WAY OF THE COLUMBIA
 WILLAMETTE
 EUGENE BALLET COMPANY
 EAST WEST MINISTRIES
 INTERNATIONAL
 SISKIYOU INITIATIVE
 EDUCATIONAL POLICY IMPROVEMENT
 CENTER
 North Pacific District of Foursquare
 Churches
 CATHOLIC CHARITIES
 FIRST CHURCH OF THE NAZARENE
 WESTSIDE BAPTIST CHURCH
 Housing Development Center
 Hoodview Christian Church
 Child Evangelism Fellowship
 Little Promises Children's Program
 UNION GOSPEL MISSION
 GRACE BAPTIST CHURCH
 COMMUNITY ACTION ORGANIZATION
 OUTSIDE IN
 MAKING MEMORIES BREAST CANCER
 FOUNDATION, INC.

ELAW
 COMMUNITY HEALTH CENTER, INC
 Greater Portland INC
 Eugene Builders Exchange
 Boys & Girls Club of Corvallis
 Southeast Uplift Neighborhood Coalition
 First United Presbyterian Church
 PDX Wildlife
 Friends of the Opera House
 Jackson-Josephine 4-C Council
 North Coast Family Fellowship
 P E C I
 Childswork Learning Center
 Portland Schools Alliance
 New Artists Performing Arts Productions,
 Inc.
 Relief Nursery
 St. Mary's Episcopal Church
 Viking Sal Senior Center
 Boys and Girls Club of the rogue valley
 Lincoln City Chamber of Commerce
 DrupalCon Inc., DBA Drupal Association
 Albany Partnership for Housing and
 Community Development
 SEED OF FAITH MINISTRIES
 Hermiston Christian Center & School
 SALEM FREE CLINICS
 Dress for Success Oregon
 Beaverton Rock Creek Foursquare Church
 St Paul Catholic Church
 St Mary's Catholic School and Parish
 Polk Soil and Water Conservation District
 Street Ministry
 La Grande Church of the Nazarene
 Spruce Villa, Inc.
 OREGON SCHOOL BOARDS
 ASSOCIATION
 House of Prayer for All Nations
 Sacred Heart Catholic Church
 African American Health Coaliton, Inc.
 Happy Canyon Company
 Village Home Education Resource Center
 Monet's Children's Circle
 Cascade Housing Association

Dayspring Fellowship
 Northwest Habitat Institute
 Winding Waters Medical Clinic
 First Baptist Church
 The Nature Conservancy, Willamette Valley
 Field Office
 Serenity Lane Health Services
 Portland Community Reinvestment
 Initiatives, Inc.
 Christians As Family Adovates
 GeerCrest Farm & Historical Society
 College United Methodist Church
 The Collins Foundation
 Prince of Peace Lutheran Church & School
 NEDCO
 Salem Evangelical Church
 Wild Lilac Child Development Community
 Daystar Education, Inc.
 Oregon Social Learning Center
 Pain Society of Oregon
 environmental law alliance worldwide
 Community in Action
 Safe Harbors
 FIRST CHRISTIAN CHURCH
 Pacific Classical Ballet
 Depaul Industries
 African American Health Coalition
 Jesus Prayer Book
 Coalition Of Community Health
 River Network
 CCI Enterprises Inc
 Oregon Nurses Association
 GOODWILL INDUSTRIES OF THE
 COLUMBIA WILLAMETTE
 Mount Angel Abbey
 YMCA OF ASHLAND
 YMCA OF COLUMBIA-WILLAMETTE
 ASSOCIATION SERVICES
 Multnomah Law Library
 Friends Of Tryon Creek State P
 Ontrack Inc.
 Calvin Presbyterian Church
 HOLT INTL CHILD
 St John The Baptist Catholic

Portland Foursquare Church
 Portland Christian Center
 Church Extension Plan
 Occu Afghanistan Relief Effort
 EUGENE FAMILY YMCA
 Christ The King Parish and School
 Newberg Christian Church
 First United Methodist Church
 Zion Lutheran Church
 Southwest Bible Church
 Community Works Inc
 Masonic Lodge Pearl 66
 Molalla Nazarene Church
 Transition Projects, Inc
 St Michaels Episcopal Church
 Saint Johns Catholich Church
 Access Inc
 Community Learning Center
 Old Mill Center for Children and Families
 Sunny Oaks Inc
 Hospice Center Bend La Pine
 Westside Foursquare Church
 Relief Nursery Inc
 Morning Star Community Church
 MULTNOMAH DEFENDERS INC
 Providence Health System
 Holy Trinity Catholic Church
 Holy Redeemer Catholic Church
 Alliance Bible Church
 CARE OREGON
 Mid Columbia Childrens Council
 HUMANE SOCIETY OF REDMOND
 Our Redeemer Lutheran Church
 Kbps Public Radio
 Skyball Salem Keizer Youth Bas
 Open Technology Center
 Grace Chapel
 CHILDREN'S MUSEUM 2ND
 Solid Rock
 West Chehalem Friends Church
 Guide Dogs For The Blind
 Aldersgate Camps and Retreats
 St. Katherine's Catholic Church

The Alliance NW of the Christian &
 Missionary Alliance
 Bags of Love
 Grand View Baptist Church
 Green Electronics Council
 Scottish Rite
 Western Wood Products Association
 THE NEXT DOOR
 NATIONAL PSORIASIS FOUNDATION
 NEW BEGINNINGS CHRISTIAN CENTER
 HIGHLAND UNITED CHURCH OF
 CHRIST
 OREGON REPERTORY SINGERS
 HIGHLAND HAVEN
 FAIR SHARE RESEARCH AND
 EDUCATION FUND
 Oregon Satsang Society, Inc., A chartered
 Affiliate of ECKANKAR , ECKA
 First Baptist Church of Enterprise
 The Canby Center
 REDMOND FIRE & RESCUE
 Instituto de Cultura y Arte In Xochitl In
 Cuicatl
 McKenzie Personnel Systems
 OSLC COMMUNITY PROGRAMS OCP
 Oregon Nikkei Endowment
 Grace Community Church
 Eastern Oregon Alcoholism Foundation
 Grantmakers for Education
 The Spiral Gallery
 The ALS Association Oregon and SW
 Washington Chapter
 Children's Relief Nursery
 Home Builders
 New Life Baptist Church
 Feral Cat Awareness Team
 Florence United Methodist Church
 World of Speed
 SW Community Health Center
 Energy Trust of Oregon
 St. Vincent de Paul Church
 Fr. Bernard Youth Center
 Oregon Psychoanalytic Center
 Store to Door
 Oregon Translational Research and

Development Insitute
 Depaul Industries
 OUR LADY OF PERPETUAL HELP
 CATHOLIC CHURCH ALBANY OREGON
 SELCO Community Credit Union
 Prairie Baptist Church
 North Coast Christian Church
 Union County Economic Development
 Corp.
 Camelto Theatre Company
 Camp Fire Columbia
 TAKE III OUTREACH
 Rolling Hills Community Church
 Eugene Swim and Tennis Club
 Summa Institute
 Amani Center
 Billy Webb Elks lodge #1050
 Silverton Senior Center
 First Evangelical Presbyterian Church of
 Oregon City
 Joyful Servant Lutheran Church
 Sandy Seventh-day Adventist Church
 Muddy Creek Charter School
 A FAMILY FOR EVERY CHILD
 1000 FRIENDS OF OREGON
 OREGON PEDIATRIC SOCIETY
 NONPROFIT ASSOCIATION OF OREGON
 LUKE DORF INC
 FAMILY CARE INC
 MEDICAL TEAMS INTL
 Clean Slate Canine Rescue &
 Rehabilitation
 St. Martins Episcopal church
 Food for Lane County
 Clatsop Behavioral Healthcare
 columbia gorge discovery center and
 museum
 NAMI of Washington County
 The Dalles Art Association
 Temple Beth Israel
 Willamette Leadership Academy/Pioneer
 Youth Corps Of Oregon
 Rose Haven
 Dallas Church
 OREGON STATE UNIVERSITY

BOOKSTORE INC
 NORTH WILLAMETTE VALLEY HABITAT
 FOR HUMANITY
 FAIRFIELD BAPTIST CHURCH
 Sexual Assault Support Services
 Neskowin Valley School
 RON WILSON CENTER FOR EFFECTIVE
 LIVING INC
 St. Joseph Shelter
 The Inn Home for Boys, Inc.9138
 MCKENZIEWATERSHED COUNCIL
 Opportunity Connections
 MENNONITE HOME OF ALBANY INC
 Oregon Technical Assistance Corporation
 Oregon And Southern Idaho Laborers
 Employers Training School
 New Life Fellowship Church of God
 Gladstone Senior Center
 Education Travel & Culture, Inc.
 Rural Development Initiatives
 Jason Lee Manor/UMRC
 Jesus Pursuit Church
 YMCA of Marion and Polk Counties
 PacificSource Health
 Faith Christian Fellowship
 Brookings Elks Lodge
 Tualatin Lacrosse Club
 Tillamook Seventh Day Adventist Church
 Oregon Jewish Community Foundation
 East River Fellowship
 Holy Family Academy
 FIRST BAPTIST CHURCH OF EUGENE
 PORTLAND METRO RESIDENTIAL
 SERVICES
 Peace Lutheran Church
 Living Word Christian Center
 Housing Authority of Douglas County
 Vietnamese Christian Community Church
 Forest Park Conservancy
 Friends for Animals
 Family Building Blocks
 Goodwill Industries of Lane and South
 Coast
 Agia Sophia Academy
 Friends of Driftwood Library

Consumers Power Inc.
 A. C. Gilbert's Discovery Village
 First Lutheran Church of Astoria
 Fund For Christian Charity
 Deer Meadow Assisted Living
 Oregon Laborers-Employer Administrative Fund, LLC
 Umpqua Basin Water Association
 Alpha Lambda House Corporation
 St John Fisher Catholic Church Portland Oregon
 Eugene Creative Care
 The Church of Christ of Latter Day Saints
 Cascade Height Public Charter School PTA
 G.O.B.H.I
 Association of Oregon Corrections EMPloyees, Inc.
 A Jesus Church Family
 300 Main Inc
 Southwestern Oregon Public Defender Services, Inc.
 Albertina Kerr Centers
 Dufur Christian Church
 St. Matthew Catholic School
 Serendipity Center Inc
 CASA of Marion County
 Westside Church of Christ Inc
 Northwest Family Services
 Network Charter School
 Ride Connecton
 Parenting Now!
 Christian Church of Woodburn Verde
 Native American Youth and Family Center
 Early College Academy
 USO Northwest
 Norkenzie Christian Church
 Little Flower Development Center
 TLO Farms
 Evergreen Wings and Waves
 Ascension Episcopal Parish
 Center for Family Development
 West Salem Foursquare Church
 Good Samaritan Ministry
 Grace Lutheran Church of Molalla

Trinity Lutheran
 HOPE LUTHERAN CHURCH
 Mount Pisgah Arboretum
 Redeemer Lutheran Church
 Disjecta Contemporary Art Center
 Korean Central Covenant Church of Eugene
 Lower Columbia Estuary Partnership
 Mt Hood Hospice
 Opportunity Foundation of central Oregon
 Constructing Hope
 Springfield Elks #2145
 Abuse Recovery Ministry & Services
 Oasis Shelter Home
 ST HENRYS CHURCH
 Nehalem Bay House
 UNITED METHODIST CHURCH
 p:ear
 Health Share of Oregon
 St. Peter Catholic Church
 Mid Willamette Valley Community Action
 A Hope For Autism Foundation
 NW Sport Fishing
 Breast Friends
 SEPTL Southeast Portland Tool Library
 Kids Unllimited Academy
 Cappella Romana
 National Christian Community Foundation
 Legal Aid Services of Oregon LITC
 Willamette Valley Babe Ruth
 Center For Continuous Improvement
 Northwest Center for Alternatives to Pesticides
 Junction City/Harrisburg/Monroe Habitat for Humanity
 The Followers of Christ Church of Oregon City
 SEIU Local 49
 Emerald Media Group
 West Hills Christian School
 Trillium Sprigs
 Smith Memorial Presbyterian Church
 Western Arts Alliance
 Youth Dynamics

<p> Ashland Art Center Apostolic Church of Jesus Christ DOUGLAS FOREST PROTECTIVE Oregon Lyme Disease Network Ecotrust SPECIAL MOBILITY SERVICES Bethlehem Christian Pre-School Historical Outreach Foundation Teras Interventions and Counseling Inc Brooklyn Primary PTO Mountain View Academy Salem Area Chamber of Commerce First Congregational Chrch OREGON STATE FAIR Tri-County Chamber of Commerce Inc Ronald McDonald House Charities of Oregon & Southwest Washington Center for Human Development SafeHaven Humane Society Rainier Assembly of God EUGENE CHRISTIAN FELLOWSHIP Bridges to Change DePaul Treatment Centers, Inc. Ministerio International Casa New Paradise Worship Center Mission Increase Foundation Curry Public Transit Inc THREE RIVERS CASINO Brookings Harbor Christian School Bethesda Lutheran Church Legacy Mt. Hood Medical Center Adelante Mujeres Yamhill Community Care Organization Portland Japanese Garden The Madeleine Parish The Tucker-Maxon Oral School Southwest Neighborhoods, Inc Wallowa Valley Center For Wellness KIDS INTERVENTION AND DIAGNOSTIC CENTER Portland Yacht Club League of Women Voters Oregon & Southern Idaho District Council of Laborers' </p>	<p> Portland Police Sunshine Division Curry Health Network United Way of Lane County The Lighthouse School Great Portland Bible College Possible Unithed Way Community Energy Project Bridgeport Community Chapel Portland Oregon Visitors Association Southern Oregon Project Hope Our United Villages Samaritan Health Services Inc. Santiam Assembly of God CASCADES WEST FINANCIAL SERVICES IN Kilchis House Calvary Assembly of God Lake Grove Presbyterian Church Grace Lutheran School Western Mennonite School OEA CHOICE TRUST American Tinnitus Association Oregon Coast Aquarium, Inc. HOPE POINT CHURCH Unitus Community Credit Union St John the Baptist Greek Orthodox Church COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON St Andrews Presbyterian Oregon Rural Electric Cooperative Association THE MILL CASINO </p> <p> Account Type: College and University (34 records) </p> <p> Oregon State University Treasure Valley Community College Unviersity of Oregon OREGON UNIVERSITY SYSTEM University of Western States GEORGE FOX UNIVERSITY LEWIS AND CLARK COLLEGE PACIFIC UNIVERSITY </p>
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REED COLLEGE WILLAMETTE UNIVERSITY LINFIELD COLLEGE MULTNOMAH BIBLE COLLEGE NORTHWEST CHRISTIAN COLLEGE NATIONAL COLLEGE OF NATURAL MEDICINE BLUE MOUNTAIN COMMUNITY COLLEGE PORTLAND STATE UNIV. CLACKAMAS COMMUNITY COLLEGE MARYLHURST UNIVERSITY OREGON HEALTH AND SCIENCE UNIVERSITY BIRTHINGWAY COLLEGE OF MIDWIFERY pacific u UNIVERSITY OF OREGON CONCORDIA UNIV Marylhurst University Corban College Oregon Center For Advanced T UNIVERSITY OF PORTLAND Portland Actors Conservatory University Of Oregon Athletics Department Ecola Bible School WARNERPACIFIC COLG Beta Omega Alumnae Oregon Institute of Technology EASTERN OREGON UNIVERSITY Account Type: Other (73 records)	COMMUNITIES PENTAGON FEDERAL CREDIT UNION SAIF CORPORATION GREATER HILLSBORO AREA CHAMBER OF COMMERCE LANE ELECTRIC COOPERATIVE USAGENCIES CREDIT UNION PACIFIC CASCADE FEDERAL CREDIT UNION LOCAL GOVERNMENT PERSONNEL INSTITUTE GRANTS PASS MANAGEMENT SERVICES, DBA SPIRIT WIRELESS Kartini Clinic Astra Beit Hallel Cvalco Elderhealth and Living OREGON CORRECTIONS ENTERPRISES OREGON STATE HOSPITAL OFFICE OF PUBLIC DEFENSE SERVICES Clatskanie People's Utility District PIONEER COMMUNITY DEVELOPMENT MARION COUNTY HEALTH DEPT Ricoh USA Heartfelt Obstetrics & Gynecology Coquille Economic Development Corporation CITY/COUNTY INSURANCE SERVICE COMMUNITY CYCLING CENTER Shangri La Portland Impact Eagle Fern Camp KLAMATH FAMILY HEAD START RIVER CITY DANCERS Oregon Permit Technical Association KEIZER EAGLES AERIE 3895 Pgma/Cathie Bourne Sunrise Water Burns Paiute Tribe Oregon Public Broadcasting La Grande Family Practice
Wilco Farmers Harvest Church Society of American Foresters Clackamas River Water Providers eickhoff dev co inc Cornerstone Association Inc The Klamath Tribe Cannon Beach Fire Life Flight Network LLC OREGON DEPT OF FISH & WILDLIFE-SAUVIE COVENANT RETIREMENT	

Linn Benton Lincoln Educational Services District Ricoh USA Sphere MD BIENESTAR, INC. sunrise water authority Mountain Valley Therapy EAsern Oregon Trade and Event Center Waste-Pro NPKA Confederated Tribes of Warm Springs Oregon State Credit Union PIONEER TELEPHONE COOPERATIVE Halsey-Shedd Fire District Northwest Power and Conservation Council Oregon Funeral Directors Association Nez Perce Tribe Obsidian Urgent Care, P.C. First Presbyterian Church of La Grande CONFLUENCE ENVIRONMENTAL CENTE A&I Benefit Plan Administrators, Inc. K Churchill Estates CSC HEAD START NORTHWEST VINTAGE CAR AND MOTORCYCLE crescent grove cemetery Account Type: City Special District (22 records)	TUALATIN VALLEY FIRE & RESCUE GASTON RURAL FIRE DEPARTMENT CITY COUNTY INSURANCE SERVICES SOUTH SUBURBAN SANITARY DISTRICT SOUTH FORK WATER BOARD SUNSET EMPIRE PARK AND RECREATION SPRINGFIELD UTILITY BOARD Tillamook Urban Renewal Agency Netarts Water District OAK LODGE SANITARY DISTRICT Boardman Rural Fire Protection District Account Type: Independent Special District (53 records)
Port of Toledo Roseburg Police Department Molalla Rural Fire Protection District MONMOUTH - INDEPENDENCE NETWORK EUGENE WATER & ELECTRIC BOARD MALIN COMMUNITY PARK AND RECREATION DISTRICT TILLAMOOK PEOPLES UTILITY DISTRICT GLADSTONE POLICE DEPARTMENT GOLD BEACH POLICE DEPARTMENT THE NEWPORT PARK AND RECREATION CENTER RIVERGROVE WATER DISTRICT	Tualatin Soil and Water Conservation District Silverton Fire District Lewis and Clark Rural Fire Protection District Rainbow Water District Illinois Valley Fire District Clatskanie RFPD PORT OF TILLAMOOK BAY TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE METROPOLITAN EXPOSITION-RECREATION COMMISSION REGIONAL AUTOMATED INFORMATION NETWORK OAK LODGE WATER DISTRICT THE PORT OF PORTLAND WILLAMALANE PARK AND RECREATION DISTRICT TUALATIN VALLEY WATER DISTRICT UNION SOIL & WATER CONSERVATION DISTRICT LANE EDUCATION SERVICE DISTRICT TUALATIN HILLS PARK AND RECREATION DISTRICT PORT OF SIUSLAW CHEHALEM PARK AND RECREATION DISTRICT PORT OF ST HELENS LANE TRANSIT DISTRICT CENTRAL OREGON

INTERGOVERNMENTAL COUNCIL HOODLAND FIRE DISTRICT NO.74 MID COLUMBIA COUNCIL OF GOVERNMENTS WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT SALEM AREA MASS TRANSIT DISTRICT Banks Fire District #13 KLAMATH COUNTY 9-1-1 GLENDALE RURAL FIRE DISTRICT COLUMBIA 911 COMMUNICATIONS DISTRICT CLACKAMAS RIVER WATER NW POWER POOL Lowell Rural Fire Protection District TriMet Transit Estacada Rural Fire District Keizer Fire District State Accident Insurance Fund Corporation Bend Metro Park & Recreation District Port of Hood River La Pine Park & Recreation District Brookings- Harbor School District 17c Siuslaw Public Library District Tri-County Metropolitan Transportation District of Oregon ("TriMet") Columbia River Fire & Rescue Fern Ridge Library District Bend Park and Recreation District Port of Garibaldi Seal Rock Water District Rockwood Water P.U.D. Tillamook Fire District Tillamook County Transportation Dist Central Lincoln People's Utility District Jefferson Park and Recreation Account Type: City (162 records)	Woodburn City Of Brookings Fire / Rescue City of Veneta CITY OF DAMASCUS Hermiston Fire & Emergency Svcs CEDAR MILL COMMUNITY LIBRARY CITY OF LAKE OSWEGO LEAGUE OF OREGON CITIES CITY OF SANDY CITY OF ASTORIA OREGON CITY OF BEAVERTON CITY OF BOARDMAN CITY OF CANBY CITY OF CANYONVILLE CITY OF CENTRAL POINT POLICE DEPARTMENT CITY OF CLATSKANIE CITY OF CONDON CITY OF COOS BAY CITY OF CORVALLIS CITY OF CRESWELL CITY OF ECHO CITY OF ESTACADA CITY OF EUGENE CITY OF FAIRVIEW CITY OF GEARHART CITY OF GOLD HILL CITY OF GRANTS PASS CITY OF GRESHAM CITY OF HILLSBORO CITY OF HOOD RIVER CITY OF JOHN DAY CITY OF KLAMATH FALLS CITY OF LA GRANDE CITY OF MALIN CITY OF MCMINNVILLE CITY OF HALSEY CITY OF MEDFORD CITY OF MILL CITY CITY OF MILWAUKIE CITY OF MORO CITY OF MOSIER CITY OF NEWBERG
City of Monmouth / Public Works McMinnville Police Department Long Creek School District City of Sublimity City of Central Point Parks and Recreation Gearhart Fire Department	

CITY OF OREGON CITY
CITY OF PILOT ROCK
CITY OF POWERS
RAINIER POLICE DEPARTMENT
CITY OF REEDSPORT
CITY OF RIDDLE
CITY OF SCAPPOOSE
CITY OF SEASIDE
CITY OF SILVERTON
CITY OF STAYTON
City of Troutdale
CITY OF TUALATIN, OREGON
CITY OF WARRENTON
CITY OF WEST LINN/PARKS
CITY OF WOODBURN
CITY OF TIGARD, OREGON
CITY OF AUMSVILLE
CITY OF PORT ORFORD
CITY OF EAGLE POINT
CITY OF WOOD VILLAGE
St. Helens, City of
CITY OF WINSTON
CITY OF COBURG
CITY OF NORTH PLAINS
CITY OF GERVAIS
CITY OF YACHATS
FLORENCE AREA CHAMBER OF
COMMERCE
PORTLAND DEVELOPMENT
COMMISSION
CITY OF CANNON BEACH OR
CITY OF ST. PAUL
CITY OF ADAIR VILLAGE
CITY OF WILSONVILLE
CITY OF HAPPY VALLEY
CITY OF SHADY COVE
CITY OF LAKESIDE
CITY OF MILLERSBURG
CITY OF GATES
KEIZER POLICE DEPARTMENT
CITY OF DUNDEE
CITY OF AURORA
THE CITY OF NEWPORT
CITY OF ALBANY

CITY OF ASHLAND
CITY OF LEBANON
CITY OF PORTLAND
CITY OF SALEM
CITY OF SPRINGFIELD
METRO
CITY OF BURNS
CITY OF COTTAGE GROVE
CITY OF DALLAS
CITY OF FALLS CITY
CITY OF PHOENIX
CITY OF PRAIRIE CITY
CITY OF REDMOND
CITY OF SHERWOOD
City of junction city
City of Florence
Columbia Gorge Community
City of Dayton
City of Carlton
City of Pendleton Convention Center
City of Monmouth
City of Philomath
City of Sheridan
Seaside Public Library
City of Yoncalla
La Grande Police Department
Cove City Hall
NW PORTLAND INDIAN HEALTH BOARD
Portland Patrol Services
City Of Bend
City Of Coquille
City Of Molalla
ROCKWOOD WATER PEOPLE'S UTILITY
DISTRICT
City of St. Helens
City of North Powder
City of Eugene
City of Cornelius, OR
Toledo Police Department
City of Independence
City of Cascade Locks
City of Columbia City
City of Baker City

<p>McMinnville Water & Light City of Pendleton Parks & Recreation CITY OF HEPPNER CITY OF SWEETHOME CITY OF THE DALLES CLACKAMAS FIRE DIST#1 DESCHUTES PUBLIC LIBRARY STAYTON FIRE DISTRICT City of Ontario City of Corvallis Parks and Recreation North Lincoln Fire & Rescue #1 Gresham Police Department City of Harrisburg Gladstone Public Library City of Portland Parks Bureau City of Astoria Parks Dept. Seaside Fire & Rescue Florence Police Department City Of North Bend City of Union City of Nehalem City of Richland CITY OF LINCOLN CITY City of Donald City of Milton-Freewater CITY OF SCIO City of Forest Grove City Govrnment City of Mt. Angel Albany Police Department</p> <p>Account Type: County Special District (36 records)</p>	<p>Southern Coos Hospital Oregon Cascades West Council of Governments MULTONAH COUNTY DRAINAGE DISTRICT #1 PORT OF BANDON OR INT'L PORT OF COOS BAY MID-COLUMBIA CENTER FOR LIVING DESCHUTES COUNTY RFPD NO.2 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT PACIFIC STATES MARINE FISHERIES COMMISSION CENTRAL OREGON IRRIGATION DISTRICT MARION COUNTY FIRE DISTRICT #1 COLUMBIA RIVER PUD SANDY FIRE DISTRICT NO. 72 BAY AREA HOSPITAL DISTRICT NEAH KAH NIE WATER DISTRICT PORT OF UMPQUA EAST MULTNOMAH SOIL AND WATER CONSERVANCY Benton Soil & Water Conservation District DESCHUTES PUBLIC LIBRARY SYSTEM CLEAN WATER SERVICES North Douglas County Fire & EMS Crooked River Ranch Rural Fire Protection District PARROTT CREEK CHILD & FAM South Lane County Fire And Rescue Lake Chinook Fire & Rescue Clackamas County Water Environment Services Amity Fire District</p> <p>Account Type: Community College (16 records)</p>
<p>Umatilla Electric Cooperative WATER ENVIRONMENT SERVICES Polk County Fire District No.1 Clatsop Care Health District-Clatsop Retirement Village Netarts-Oceanside RFPD UIUC Rogue River Fire District Aurora Rural Fire District Tillamook County Emergency Communications District</p>	<p>CENTRAL OREGON COMMUNITY COLLEGE UMPQUA COMMUNITY COLLEGE LANE COMMUNITY COLLEGE MT. HOOD COMMUNITY COLLEGE LINN-BENTON COMMUNITY COLLEGE SOUTHWESTERN OREGON COMMUNITY COLLEGE</p>

<p> PORTLAND COMMUNITY COLLEGE CHEMEKETA COMMUNITY COLLEGE ROGUE COMMUNITY COLLEGE COLUMBIA GORGE COMMUNITY COLLEGE TILLAMOOK BAY COMMUNITY COLLEGE KLAMATH COMMUNITY COLLEGE DISTRICT Oregon Coast Community College Clatsop Community College North Portland Bible College OREGON COMMUNITY COLLEGE ASSOCIATION </p> <p>Account Type: State Agency (48 records)</p>	<p> OREGON TRAVEL INFORMATION COUNCIL OREGON DEPARTMENT OF EDUCATION OREGON DEPT. OF CORRECTIONS DEPARTMENT OF ADMINISTRATIVE SERVICES Oregon Board of Massage Therapists Oregon Tradeswomen Oregon Convention Center OREGON SCHL BRDS ASSOCIAT Central Oregon Home Health and Hos Oregon Health Care Quality Cor OREGON DEPARTMENT OF HUMAN SERVICES Oregon Air National Guard Training & Employment State of Oregon - Department of Administrative Services Aging and People with Disabilities Department of Administrative Services Oregon State Treasury Oregon State Fair Council Procurement Services/DAS STATE OF OREGON OREGON JUDICIAL DEPARTMENT Oregon State Board of Architect Examiners City of Astoria Fire Department Columbia Gorge ESD </p> <p>Account Type: Consolidated City/County (2 records)</p>
<p> Umpqua Valley Public Defender Teacher Standards and Practices Commission Salem Keizer School District Purchasing Kdrv Channel 12 Opta Oregon Permit Technician Oregon Forest Resources Institute Office of the Ong Term Care Ombudsman Oregon State Lottery OREGON TOURISM COMMISSION OREGON STATE POLICE OFFICE OF THE STATE TREASURER OREGON DEPT. OF EDUCATION SEIU LOCAL 503, OPEU OREGON DEPARTMENT OF FORESTRY OREGON STATE DEPT OF CORRECTIONS OREGON CHILD DEVELOPMENT COALITION OFFICE OF MEDICAL ASSISTANCE PROGRAMS OREGON OFFICE OF ENERGY OREGON STATE BOARD OF NURSING BOARD OF MEDICAL EXAMINERS OREGON LOTTERY OREGON BOARD OF ARCHITECTS SANTIAM CANYON COMMUNICATION CENTER OREGON DEPT OF TRANSPORTATION </p>	<p> Nehalem Bay Wastewater Association of Oregon Community Mental Health Programs </p> <p>Account Type: Federal (8 records)</p>
	<p> VA US FISH AND WILDLIFE SERVICE Bonneville Power Administration Bureau Of Land Management Oregon Army National Guard USDA Forest Service Yellowhawk Tribal Health Center ANGELL JOB CORPS </p>

Account Type: Housing Authority (12 records)
Coquille Indian Housing Authority
COLLEGE HOUSING NORTHWEST
HOUSING AUTHORITY OF CLACKAMAS COUNTY
HOUSING AUTHORITY OF PORTLAND
WEST VALLEY HOUSING AUTHORITY
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
MARION COUNTY HOUSING AUTHORITY

HOUSING AUTHORITY OF THE CITY OF SALEM
Housing Authority of Yamhill County
The Housing Authority of the County of Umatilla
homeforward

State: HI

Account Type: HI Counties, Cities, Colleges

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

Kunia
Kurtistown
Lahaina
Laie
Lanai City
Laupahoehoe
Lawai
Lihue
M C B H Kaneohe Bay
Makawao
Makaweli
Maunaloa
Mililani
Mountain View
Naalehu
Ninole
Ocean View
Ookala
Paauhau
Paauilo
Pahala
Pahoa
Paia
Papaaloa
Papaikou
Pearl City
Pearl Harbor
Pepeekeo
Princeville
Pukalani
Puunene

Schofield Barracks
Tripler Army Medical Center
Volvano
Wahiawa
Waialua
Waianae
Waikoloa
Wailuku
Waimanalo
Waimea
Waipahu
Wake Island
Wheeler Army Airfield
Brigham Young University - Hawaii
Chaminade University of Honolulu
Hawaii Business College
Hawaii Pacific University
Hawaii Technology Institute
Heald College - Honolulu
Remington College - Honolulu Campus
University of Phoenix - Hawaii Campus
Hawaii Community College
Honolulu Community College
Kapiolani Community College
Kauai Community College
Leeward Community College
Maui Community College
University of Hawaii at Hilo
University of Hawaii at Manoa
Windward Community College

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.

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.

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.

Bid Form
Tractors, Mowing Equipment, Implements, and Parts & Services
Bid # 17-6221

Part A - Tractors (See Appendix A - Tractor Specifications)

Item No	QTY	Description	Unit Price
1	1	Medium/Heavy Duty Tractors, minimum 105 horse power, diesel MFG/Model # _____	\$ _____
2	1	Standard Utility Tractors, minimum 48 horse power, diesel MFG/Model # _____	\$ _____
3	1	Compact Utility Tractors, minimum 25 horsepower, diesel MFG/Model _____	\$ _____
4	1	Sub Compact Tractors, minimum 16 horsepower, diesel MFG/Model _____	\$ _____
Percent off Manufactured Suggested Retail Price on all other Tractors and related items			% _____

Bid Form
Tractors, Mowing Equipment, Implements, and Parts & Services
Bid # 17-6221

Part B - Mowing Equipment (See Appendix B - Mowing Equipment Specifications)

Item No	QTY	Description	Unit Price
1	1	Walk Behind Self Propelled Mower, 42 inch - gasoline MFG/Model # _____	\$_____
2	1	Walk Behind Self Propelled Mower, 48 inch - gasoline MFG/Model # _____	\$_____
3	1	Zero Turn Rotary Blade Riding Mower, 48 inch - gasoline MFG/Model # _____	\$_____
4	1	Zero Turn Mower, Mid-Mount, 72 inch - gasoline MFG/Model # _____	\$_____

5	1	Zero Turn Mower, Mid-Mount, 60 inch - gasoline	\$_____
		MFG/Model # _____	
6	1	Zero Turn Mower, Front-Mount, 72 inch - diesel	\$_____
		MFG/Model # _____	
7	1	Zero Turn Mower, Front-Mount, 60 inch - diesel	\$_____
		MFG/Model # _____	
8	1	Heavy Duty Self Propelled Wide Coverage, Gang Type Rotary Blade Riding Mower - diesel	\$_____
		MFG/Model # _____	
9	1	Medium Duty Self Propelled Wide Coverage, Gang Type Rotary Blade Riding Mower - diesel	\$_____
		MFG/Model # _____	
		Percent off Manufactured Suggested Retail Price on all other Mowers and related equipment	%_____

Bid Form
Tractors, Mowing Equipment, Implements, and Parts & Services
Bid # 17-6221

Part C - Implements (See Appendix C - Implement Specifications)

Item No	QTY	Description	Unit Price
1	1	Standard Duty (SD) Cutters- Lift Type Shear, Pin 40” MFG/Model # _____	\$ _____
2	1	Roundback Cutters- Slip Clutch, 5’ Heavy duty MFG/Model # _____	\$ _____
3	1	Finishing Mowers- 4’, 3 spindle – 3 blade MFG/Model # _____	\$ _____
4	1	Disc Harrows, singular - 16-18 inch tube frame MFG/Model # _____	\$ _____
5	1	Standard Duty (SD) Box Scrapers, 4’ MFG/Model # _____	\$ _____

6 1 Standard Duty (SD) Blade, 4' \$ _____

MFG/Model # _____

Percent off Manufactured Suggested Retail Price on
all other Implements and related items % _____

APPENDIX A: TRACTOR SPECIFICATIONS FOR BID FORM

ITEM 1- All medium/heavy duty tractor equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Diesel engine, minimum 105 rated engine horsepower
- Tier 4 Emission Compliant
- PTO 70 horsepower @540 RPM
- Hydraulics Open Center
- Loader Lift up to 4000 lbs
- 3-point hitch, Category 1, 6,860 lbs minimum lift capacity at link ends
- Transmission 8F x 8R
- FWD front axle
- Brakes Wet Disc
- Clutch Wet Multi Plate
- Tires- Agriculture Radial
- Warranty 5 Yr. Limited Power Train

ITEM 2- All Standard Utility duty tractor equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Diesel engine, minimum 48 rated engine horsepower
- Tier 4 Emission Compliant
- PTO 39 horsepower @ 540 RPM
- Hydraulics Open Center
- Loader Lift up to 2000 lbs
- 3-point hitch, Category 1 &2, 2425 lbs minimum lift capacity at link ends
- Transmission 8F x 8R
- FWD front axle
- Brakes Wet Disc

- Clutch Dry Single Disc
- Tires- Agriculture Radial
- Warranty 5 Yr. Limited Power Train

ITEM 3- All Compact Utility duty tractor equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Diesel engine, minimum 25 rated engine horsepower
- Tier 4 Emission Compliant
- PTO 19 horsepower @ 540 RPM
- Hydraulics Open Center
- 3-point hitch, Category 1, 2646 lbs minimum lift capacity at link ends
- Transmission 8F x 8R
- FWD front axle
- Brakes Wet Disc
- Clutch Dry Single Disc
- Tires- Agriculture Radial
- Warranty 5 Yr. Limited Power Train

ITEM 4- All Sub Compact duty tractor equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Diesel engine, minimum 16 rated engine horsepower
- Tier 4 Emission Compliant
- PTO 19 horsepower @ 540 RPM
- Hydraulics Open Center
- 3-point hitch, Category 1, 1400 lbs minimum lift capacity at link ends
- Transmission 8F x 2R
- 2WD front axle
- Brakes Wet Disc

- Clutch Single Plate Dry
- Tires- Agriculture Radial
- Warranty 5 Yr. Limited Power Train

APPENDIX B: MOWING EQUIPMENT SPECIFICATIONS FOR BID FORM

All self-propelled riding mowing equipment offered as an equivalent shall meet or exceed the minimum requirements listed.

Item 1 – Walk Behind Self Propelled Blade Mower, 42 Inch

- 14 horsepower gasoline engine,
- Cutting width of 42 inches, minimum
- (3) rotary mowing blades
- 1½" to 4" cutting height
- Belt driven cutter deck
- 5-speed transmission or hydrostatic to drive wheel
- Manual engine starting
- Handle mounted controls
- Anti-scalping wheels or rollers

Item 2 – Walk Behind Self Propelled Blade Mower, 48 Inch

- 14 horsepower gasoline engine,
- Cutting width of 48 inches, minimum
- (3) rotary mowing blades
- 1½" to 4" cutting height
- Belt driven cutter deck
- 5-speed transmission or hydrostatic to drive wheel
- Manual engine starting
- Handle mounted controls
- Anti-scalping wheels or rollers

Item 3- Zero Turn Rotary Blade Riding Mower, Gasoline, 48 Inch

- 18 horsepower gasoline engine,
- Cutting width of 48 inches
- (2) rotary mowing blades
- 1½" to 4 ½" cutting height
- Belt driven cutter deck
- Two wheel drive
- Driver station with adjustable seat or control arms
- Anti-scalping wheels or rollers

Item 4 – Zero Turn Mower, MidMount, Gasoline, 72 Inch

- 25 hp Diesel engine
- Cutting Width 72 inch
- MidMount Zero turn mower
- 24 X 12 X 12 Drive Tires
- Transmission 16 cc pump and 18 cu. in. wheel motor minimum

- Hydrostatic drive with separate pump and wheel motor system, no transaxles or gear reduction drives
- ROPS (Roll Over Protection System)
- Fabricated Cutting Deck with 10 gauge and 7-gauge construction
- 10-Gallon Fuel tank, single tank, under seat for low center of gravity

Item 5 – Zero Turn Mower, MidMount, Gasoline, 60 Inch

- 22 hp Gasoline engine
- Cutting Width 60 inch
- MidMount Zero turn mower
- 24 X 12 X 12 Drive Tires
- Transmission 16 cc pump and 18 cu. in. wheel motor minimum
- Hydrostatic drive with separate pump and wheel motor system, no transaxles or gear reduction drives
- ROPS (Roll Over Protection System)
- Fabricated Cutting Deck with 10 gauge and 7-gauge construction
- 7-Gallon Fuel tank, single tank, under seat for low center of gravity

Item 6 – Zero Turn Mower, Front-Mount, Diesel, 72 Inch

- 25 hp Diesel engine
- Cutting Width 72 inch, Deck must fold up electrically for service
- Front-Mount Zero turn mower with PTO shaft Drive to cutting deck
- 22 X 11.00 X 10 Bar Drive Tires
- Transmission 16 cc pump and 18 cu. in. wheel motor minimum
- Hydrostatic drive with separate pump and wheel motor system, no transaxles or gear reduction drives
- ROPS (Roll Over Protection System)
- Fabricated Cutting Deck with 10 gauge and 7-gauge construction
- 10-Gallon Fuel tank, single tank

Item 7 – Zero Turn Mower, Front-Mount, Diesel, 60 Inch

- 22 hp Gasoline engine
- Cutting Width 60 inch, Deck must fold up electrically for service
- Front-Mount Zero turn mower with PTO shaft Drive to cutting deck
- 22 X 11.00 X 10 Bar Drive Tires
- Transmission 16 cc pump and 18 cu. in. wheel motor minimum
- Hydrostatic drive with separate pump and wheel motor system, no transaxles or gear reduction drives
- ROPS (Roll Over Protection System)
- Fabricated Cutting Deck with 10 gauge and 7-gauge construction
- 7-Gallon Fuel tank, single tank

Item 8- Heavy Duty Self Propelled Wide Coverage Gang Type Rotary Blades Riding Mower

- 75 horsepower diesel engine, minimum,
- Cutting width of 16 feet
- (1) main deck and (2) wing decks
- 1" to 5" cutting height
- Hydraulic powered rotary cutting blades
- Hydrostatic all-wheel drive
- Driver station with steering wheel and adjustable seat

Item 9- Medium Duty Self Propelled Wide Coverage Gang Type Rotary Blade Riding Mower

- 50 horsepower diesel engine, minimum,
- Cutting width of 10 feet
- (1) main deck and (2) wing decks
- 1" to 5" cutting height
- Hydraulic powered rotary cutting decks
- Full time all-wheel drive
- Driver station with steering wheel and adjustable seat

APPENDIX C: IMPLEMENT SPECIFICATIONS FOR BID FORM

These are the minimum requirements listed.

Item 1 – Standard Duty (SD) Cutters- Lift Type Shear Pin 40"

- 390 LBS.
- 19-22 Horsepower
- Hitch Type- CAT I
- PTO- Series 4
- Deck Thickness- 11 GA Steel
- Side Bands- HD 7" Channel
- Gearbox- 40 HP
- Stump Jumper- Formed Round Pan

Item 2 – Roundback Cutters- Slip Clutch 5' HD

- 655 LBS.
- 36-42 Horsepower
- Hitch Type- CAT I
- PTO- Series 5 w/ slip and 540 PTO
- Cut Height- 2"-10"
- Side Bands- HD 7" Channel
- Gearbox- 90HP
- Stump Jumper- 5/8' thick, round

Item 3- Finishing Mowers- 4'

- 400 LBS.
- 40 Horsepower
- Hitch Type- CAT I
- 3 Spindles, 3 Blades

Item 4 – Disc Harrows 16-18 Tube Frame

- 655 LBS.
- 25-35 Horsepower
- Hitch Type- CAT I
- Frame- 2 ½" Tube
- Disc Size- 18" Notched
- Bearing Type- Sealed, Self Aligning

Item 5 – Standard Duty (SD) Box Scrapers 4'

- 300 LBS.
- 2 WD 17-24 Horsepower
- 4 WD 14-20 Horsepower
- Hitch Type- CAT I

Item 6 – Standard Duty (SD) Blade 4'

- 178 LBS.
- 2 WD 17-24 Horsepower
- 4 WD 14-20 Horsepower
- Hitch Type- CAT I