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RFP NUMBER/RFP NAME: 19FS1, Food Products and Distribution for K-12 and Other Public Agencies

ISSUE DATE: October 2, 2018

CONTRACT MANAGER: Shane Ryberg, Purchasing Agent, shane.ryberg@fcps.org

CONTRACT ADMINISTRATOR: Bob Kelly, Senior Manager Food & Nutrition Services, robert.kelly@fcps.org

QUESTIONS: Questions due no later than 4:00 P.M., local time, on October 18, 2018
Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.

PRE-PROPOSAL DATE: 11:00 A.M., local time, on October 16, 2018
(Attendance is encouraged, but not mandatory.)

PRE-PROPOSAL LOCATION: FCPS Food and Nutrition Services
33 Thomas Johnson Drive
Frederick, MD 21702

OBTAINING RFP DOCUMENTS: To view and/or download this solicitation package please visit our webpage at: www.fcps.org/bidlist. If you have problems downloading this bid or applicable addenda, contact: amy.beall@fcps.org

BONDS REQUIRED: NO

MBE REQUIREMENTS: NO

PROPOSALS DUE: 2:00 P.M., local time, on Thursday, November 1, 2018.
Faxed or emailed bids are not acceptable.

SEALED RFP DELIVERED TO: Frederick County Public Schools
Attn: Purchasing Department
191 South East Street
Frederick, MD 21701
(Parking is available at Deck #5 on All Saints Street)

Bid proposal must be properly marked with vendor's business name, address, bid name and number on the envelope or package. Do not return the following pages: cover page, table of contents, map, calendar, directory or terms and conditions.

TENTATIVE AWARD DATE: BOE Work Session, scheduled on: January 9, 2019.

ELIGIBILITY TO BID: All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at www.emarylandmarketplace.com. FCPS will no longer accept bidder's applications.



FREDERICK COUNTY PUBLIC SCHOOLS
MARYLAND



U.S. COMMUNITIES®
GOVERNMENT PURCHASING ALLIANCE

COMPETITIVE SOLICITATION

**BY FREDRICK COUNTY PUBLIC SCHOOLS
FOR**

**FOOD PRODUCTS AND DISTRIBUTION FOR K-12 AND OTHER
PUBLIC AGENCIES**

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP #19FS1

RFP 19FS1, FOOD PRODUCTS AND DISTRIBUTION FOR K-12 AND OTHER PUBLIC AGENCIES
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BID ADVERTISEMENT

Notice is hereby given that Fredrick County Public Schools (FCPS) will accept sealed proposals for RFP #19FS1, Food Products and Distribution for K-12 and Other Public Agencies under a term contract.

The RFP will establish pricing for Food Products and Distribution for K-12 and Other Public Agencies. The contract will be effective for a two (2) year period with three (3) two-year renewal option periods. This contract may include local, region and national awards to meet the needs of FCPS and Participating Public Agencies nationwide.

Qualified and experienced firms are invited to submit written proposals in accordance with the RFP instructions. Instructions require that Proposals be submitted in two separate packages: 1) Technical (addressing the company's abilities to meet the Technical requirements) and 2) Price Proposal. To obtain a copy of the RFP Solicitation Document, which includes instructions and specification requirements, proposers should visit www.emarylandmarketplace.com.

A pre-proposal meeting will be held at 11:00 A.M. October 16, 2018, FCPS Food and Nutrition Services, 33 Thomas Johnson Drive, Fredrick, MD 21701. All inquiries and questions about the RFP Solicitation Document must be submitted in writing to Shane Ryberg (shane.ryberg@fcps.org) by 4:00 PM October 18, 2018.

PROCUREMENT SCHEDULE

Fredrick County Public Schools (“FCPS”) will make every effort to adhere to the following procurement schedule:

ACTIVITY	TIME/DATE
RFP issued	October 2 nd , 2018
Pre-Proposal Conference: FCPS Food and Nutrition Services, 33 Thomas Johnson Drive, Fredrick, MD 21071.	11:00 AM, Tuesday, October 16 th , 2018
Deadline to submit questions via email to Shane Ryberg (shane.ryberg@fcps.org).	4:00 PM, October 18 th , 2018
Answers to prospective Offers’ questions issued via final Addendum.	October 23 rd , 2018
Final date for submission of sealed proposals to 191 S. East St., Fredrick, MD 21071.	2:00 pm, November 1 st , 2018
Evaluation of Proposals	November 13-15 th , 2018
A recommendation for award of the RFP is presented to the Board of Education of FCPS.	January 9 th , 2018
Anticipated contract start date	July 1 st , 2019

SECTION 1: SOLICITATION OVERVIEW

1. MASTER AGREEMENT

Fredrick County Public Schools, MD (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, higher education institutions, tribal agencies, other government agencies, nonprofit early education programs, other nonprofit organizations, and others participating in child nutrition programs in the United States of America (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers (including Group Purchasing Organizations) to enter into a Master Agreement for a complete line of Food Products and Distribution Services for K-12 and Other Public Agencies (herein “Products and Services”).

The Offeror is responsible to ensure that food products, processes and services meet or exceed State and Federal procurement guidelines, regulations, and laws applicable to schools and institutions participating in the National School Lunch Program (NSLP), other Child Nutrition Programs, and the Nutrition Services Incentive Program, including 2 CFR Part 200.318-.326.

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. BIDDER REGISTRATION

- a. All Frederick County Public School (FCPS) vendors and or contractors interested in bidding on FCPS projects must register at www.emarylandmarketplace.com. FCPS will no longer accept bidder’s applications.

4. PRE-BID MEETING

- a. A Pre-Bid Meeting will be held on October 16th, 2018 at 11 am in the Fredrick County Public Schools Food and Nutrition Services building at 33 Thomas Johnson Drive, Fredrick, MD 21701.
- b. Attendance at the Pre-Bid Meeting is not mandatory; however, all vendors are strongly encouraged to attend.

The agenda for this Pre-Bid Meeting will include the following: introduction of staff; description of scope of work; overview of the U.S. Communities program; timeline/scheduling; budget priorities/concerns; and procurement responsibilities.

- c. Questions shall be submitted, via email, to Shane Ryberg (shane.ryberg@fcps.org). Due to possible changes and/or additions to the specifications, bids should not be submitted prior to the Pre-Bid meeting.
- d. If FCPS offices are closed, or operating on a modified schedule, due to inclement weather on the day a Pre-Bid is scheduled, the Pre-Bid is cancelled and will not be rescheduled unless an addendum is issued. Bidders are advised that they are to email questions to the identified Contract Manager by the date and time required within this solicitation. For the fastest, most reliable information, regarding closures and/or delays check the following:
 - www.fcps.org
 - Social Media: FCPS on Twitter and FCPS on Facebook
 - Email/Text Messages: Sign up for FindOutFirst email and emergency-only text messages
 - FCPS TV: Comcast Channel 18 (Frederick area)
 - Local radio and TV stations

5. **RECEIPT OF BIDS**

- a. Bids received prior to the time of opening will be time stamped and securely kept unopened. No bid received thereafter will be considered. FCPS will not be responsible for the premature opening of bids received that are not properly addressed or identified. Any bid may be withdrawn before the scheduled time for opening bids.
- b. All inner and outer envelopes and packaging, used by Fed Ex, UPS, etc., are to be labeled with the following:
 - Bidder Name
 - Bid Number and Name
 - Due Date and Time
- c. Bids received after the designated date and/or time will not be accepted, regardless of when they were mailed or given to a delivery carrier.
- d. Bids not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, may be considered non-responsive.
- e. In the event of inclement weather on the date when bids are scheduled to be opened and the FCPS offices are closed, or operating under a modified schedule, bids will be opened on the next business day at the same time as previously scheduled. Bids will be accepted until

the scheduled time of opening on the next business day. (Often when schools are closed due to inclement weather, administrative offices remain open. When in doubt, call the Purchasing Department.)

6. OPENING OF BIDS

- a. Sealed bids will be opened at the location, date, and time indicated on the solicitation cover sheet.
- b. All bids received must include original signatures; no photo copies will be accepted. Unless specifically authorized, facsimile or emailed bids will not be considered. Modifications by facsimile, or email, of bids already submitted will be considered if received prior to the time set for opening. No bids will be accepted via telephone.
- c. Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made. A final recommendation(s) shall be prepared for review and approval by the Board of Education of Frederick County.
- d. The recommended award will be posted to the FCPS BoardDocs website a minimum of three days prior to the Board of Education meeting in which it will be presented.
- e. Final award recommendation, and the bid tabulation, will be posted on the FCPS webpage, www.fcps.org/bidlist, after the Board of Education of Frederick County approval.

7. ADDENDA

- a. All changes to the bid solicitation will be made through appropriate addenda issued from the Purchasing Department.
- b. Addenda will be available on the FCPS Purchasing Department webpage. All vendors who are known by the Purchasing Department to have downloaded the bid documents will receive an email notification.
- c. Addenda will be issued a minimum of five days prior to the bid opening date, unless the addenda issued extends the due date.
- d. Each bidder shall ascertain, prior to submitting a bid that they have received all Addenda issued and the bidder shall acknowledge receipt on the Signature Acknowledgement Form (see Exhibit 5). Failure of any bidder to acknowledge the receipt of addenda will not relieve that bidder from any obligations under this solicitation as amended by addenda. All addenda so issued will become a part of the award and contract documents.

8. TERM

- a. This specification shall fall into the following category: a “blanket” or “supply” purchase of an essential quantity over the contract term. A guaranteed minimum purchase quantity is not specified. FCPS is not obligated to actually purchase the items or reimburse any vendor in the event blanket purchase order releases are not issued. The specification is

designed to govern the purchase of products primarily for normally anticipated needs. No award made under this specification shall prevent FCPS from calling for bids on items identical or similar to those covered herein, when said call for bids shall reflect abnormal quantities, delivery sites, or alternate delivery schedule required for a specific project. Purchase of products specified herein is dependent upon availability of funds.

9. ESTIMATED VOLUME

- a. The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$500 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency and the actual and potential members of the U.S. Communities Government Purchasing Alliance who will be “piggy-backing” on the Master Agreement.
- b. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Fredrick County Public Schools and the U.S. Communities participating agencies are committed to utilizing the Master Agreement.

10. ERRORS IN BID SUBMISSIONS

- a. Bidders, or their authorized representatives, are expected to fully inform themselves as to the conditions and requirements of the specifications before submitting bids. Failure to do so will be at the bidder's own risk.
- b. If the bidder has made an error, the bidder may request, in writing, to have their bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the Purchasing Manager. Requests for withdrawal are usually denied, unless the bidder proves to the satisfaction of the Purchasing Manager that the mistake was either a scrivener's error or another type of clearly unintentional error so departing from customary and reasonable business practices as to be obvious and to legitimately and substantially impair the vendor's business.
- c. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders. In case of error in multiplication of unit price when arriving at total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.

11. AWARDS OR REJECTION OF BIDS

- a. The basis of award shall be the lowest responsible bidder submitting a responsive bid that conforms to the specifications established in the solicitation with consideration given to the quantities involved, time required for delivery, purpose for which required, competency and responsibility of bidder, the ability of the bidder to perform satisfactory service, and the plan for utilization of minority contractors, if applicable.
- b. FCPS reserves the right to determine completeness and/or timeliness of bids, to reject any or all bids in whole or in part, to make partial awards, to waive any informality in any quotation, to increase or decrease quantities if quantities are listed in the bid, to reject any bid that shows any omissions, alterations of form, additions not called for, conditions, or alternate proposals, and to make any such award as is deemed to be in its best interest.

- c. Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of FCPS, that they have the necessary facilities, ability and financial resources to execute the contract in a satisfactory manner, and within the time specified. Bidders may be required to demonstrate they have the necessary experience, history and references to assure FCPS of their qualifications.
- d. The Board of Education of Frederick County reserves the right to award the bid within 90 days from the date of the bid opening unless a different time period is stated in the bid document.
- e. Unless stated otherwise, the contract may be awarded by line item, group, or in the aggregate, whichever is in the best interest of FCPS.
- f. In the event of a tie, where all other factors, such as past performance, are considered comparable, the award shall be made to the Frederick County based bidder; the closest Maryland out-of-county based bidder; and the closest out-of-state based bidder, in that order of preference.
- g. FCPS does not have local, state or federal preference requirements except when mandated by a targeted funding source.
- h. If, after competitive sealed bids have been opened, the Purchasing Manager determines that only one responsible bidder has submitted a responsive bid, the procurement contract may be negotiated with that one bidder as sole source procurement.
- i. A recommendation for the award of a contract will be presented to the Board of Education of Frederick County for approval. Upon approval of the award of contract, the bidder(s) shall be notified of their award(s). If applicable, an FCPS contract document shall also be issued.
- j. The Board of Education of Frederick County reserves the right to reject the bid of a bidder who has, in the opinion of FCPS, failed to properly perform under previous contracts, or, who investigation shows, is not in a position to perform the contract.
- k. The Board of Education of Frederick County retains the right to reject any and all bids, if it is deemed in the best interest of FCPS to do so.
- l. If, during the life of the contract, a product or service does not meet the solicitation terms and conditions, FCPS retains the right to cancel the awarded item(s) and award to a new bidder, as long as that bidder mutually agrees to the award.

12. CONTRACT FORMATION

- a. Notification of the contract award will be made by letter after approval by the Board of Education of Frederick County.
- b. The primary form of contract is the purchase order(s), and any agreed upon schedules, addenda, shop drawings, and documents associated with the bid solicitation/submission/award.

- c. No amendment, modification or change to the contract shall be effective unless such change is in writing and mutually agreed upon by authorized representatives of FCPS and the awarded vendor(s). Changes may not significantly alter the original scope of the agreement.

13. PROTESTS

- a. The Purchasing Manager or designee (when the Purchasing Manager administers the bid being protested) shall attempt to resolve, informally, all protests of bid award recommendations. Bidders are encouraged to present their concerns promptly to the Contract Manager for consideration.
 - i. The bidder must submit their concern, in writing, addressed to the Purchasing Manager. It should include the following:
 - Name, address, contact information of the protestor;
 - Statement of reasons for the protest;
 - Supporting documentation to substantiate the claim;
 - The remedy sought.
 - ii. The protest must be received by the Purchasing Manager at least two calendar days prior to the date of the Board of Education meeting at which the recommendation will be presented. It is the vendor's responsibility to ascertain the date and time of award.
 - iii. A bidder who does not file a timely protest before the contract is awarded by the Board of Education of Frederick County is deemed to have waived any objection.
- b. The Purchasing Manager shall inform the Chief Financial Officer and/or general counsel upon receipt of the protest and shall confer with them prior to the issuance of a decision regarding disputes of contracts or awards valued at \$25,000 or above.
- c. The Purchasing Manager shall issue a decision in writing.
- d. Should the protestor disapprove of the Purchasing Manager's decision, they have the right to address the Board of Education of Frederick County during the public comment section of the same Board meeting where the award recommendation is scheduled for award.
- e. The Board of Education of Frederick County's decision is deemed the final action at the local level.
- f. A bidder may appeal a decision of the Board directly to the Maryland State Board of Education in accordance with Board Policy 105.11 and Maryland law.

14. CONTRACT ASSIGNMENT

- a. The awarded vendor(s) will not assign or transfer any portion of their interest or obligation under this Agreement to any third party, without the prior written consent of the Contract

Manager. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board of Education of Frederick County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

- b. The awarded vendor(s) will, when required, submit to the Contract Manager, in writing, the name of each subcontractor they intend to employ, the portion of the material to be furnished, their place of business, and any such information as may be required in order to know whether such subcontractor is reputable and reliable and able to furnish satisfactorily the material as called for in the specifications.
- c. FCPS reserves the right to approve or disapprove all subcontractors to be employed on a project. FCPS further reserves the right to approve or disapprove a change of subcontractor once an initial subcontractor has been approved. Any increased cost associated with the change of a subcontractor shall be the full obligation and responsibility of the awarded vendor(s).
- d. The awarded vendor(s) will not legally, or equitably, assign any of the funds payable under the contract, or its claim thereto, unless by, and with, the consent of the Contract Manager.
- e. The awarded vendor(s) will have the same provisions inserted in all subcontracts relative to the terms of the general conditions and other contract documents. Nothing contained in this contract shall create any contractual relations between any subcontractor and FCPS.

15. MULTI-YEAR CONTRACT

- a. Contracts that require funding appropriation for more than one fiscal year automatically terminate if money sufficient for the continued performance is not appropriated for any fiscal year. The date of termination is the last day of the fiscal year for which money was last appropriated, or the date provided in the termination clause of the procurement contract, whichever is earlier.
- b. If the multi-year contract is terminated due to lack of funding, FCPS shall reimburse the vendor for the reasonable value of any nonrecurring costs that were incurred as a result of the multi-year contract, but not amortized in the price of the supplies or services delivered under the multi-year contract. The reasonable value will be negotiated, and mutually agreed upon, by FCPS and the vendor.
- c. The cost of termination may be paid from any appropriation available for that purpose.

16. CANCELLATION OF CONTRACT

- a. FCPS reserves the right to cancel this contract with thirty (30) days written notice at any time during the contract if it deems the Offeror has repeatedly failed to perform its obligation to the standards described herein.
- b. The Offeror is considered to be failing to perform its obligation for:
 - Multiple deliveries missed, late, or incomplete.

- Repeated instances of food products that arrive spoiled, damaged, or are of substandard quality.
- Excessive numbers of product substitutions (“excessive” to be determined by FCPS).
- Prices of a significant number of items delivered increased beyond that of the general food service industry.
- Failure to meet or pay monetary amounts guaranteed in the bid.
- Failure to provide adequate service to FCPS to respond to problems and resolve them.
- Any other substantial failures to meet the goals of this RFP.

SECTION 2: GENERAL SCOPE OF SERVICES

1. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Offeror's are to propose the broadest possible selection of FOOD PRODUCTS AND DISTRIBUTION FOR K-12 AND OTHER PUBLIC AGENCIES they offer. The intent of this solicitation is to provide Participating Public Agencies with products and services to meet their various needs. Therefore, Offeror's should have demonstrated experience in providing the Products and Services as defined in this RFP, including but not limited to:

- A. **Grocery - Dry:** The complete range of shelf stable products including, but not limited to, canned and dried fruits and vegetables, non-dispensed beverages, juices and beverage mixes, crackers, cookies and snacks, cereals, grains and pastas, nuts, canned soups, chili and sauces, syrups, jellies, spreads, icings and toppings, shortenings and oils, shelf stable salad dressings, condiments and pickles, individual portion packs, gelatin and dessert mixes, pie fillings and puddings, bakery mixes, flours and sugars, seasonings, flavorings, spices and seasoning mixes and any other dry grocery products available from Offeror.
- B. **Grocery – Refrigerated:** Refrigerated grocery products, including but not limited to, chilled products including prepared meat, vegetable, pasta and fruit salads, chilled processed fruits, chilled salad dressings and any other refrigerated grocery products available from Offeror.
- C. **Grocery – Frozen:** Frozen products including, but not limited to, fruits and vegetables, potatoes and fries, frozen soups, chili and sauces, prepared entrees, vegetarian entrees, ethnic products such as Mexican, Asian or Italian, pizza and pasta products, appetizers and meatballs, soft baked pretzels, non-dispensed frozen juices and beverages and any other frozen grocery products available from Offeror.
- D. **Coffee/Tea:** Coffee and tea that would be made and/or dispensed with corresponding equipment.
- E. **Cheese/Eggs:** Any cheese and cheese products and egg and egg products available from Offeror.
- F. **Dairy:** The complete range of dairy products, including but not limited to, frozen and chilled products such as margarine and butter, both cup and frozen yogurt, shakes and ice cream products and any other dairy product available from Offeror.
- G. **Fluid Milk:** Any fluid milk and milk products packed in commercially acceptable containers including milk, lactose free milk, flavored milk and any other fluid milk product available from Offeror.
- H. **Meat (Beef and Pork), Poultry and Seafood – Dry:** Dry shelf stable meat, poultry and seafood products including but not limited to, canned pureed or dried meats, poultry and seafood, canned prepared meat entrees such as ravioli, beef stew, cannelloni and any other dry shelf stable meat products available from Offeror.

- I. **Meat (Beef and Pork), Poultry and Seafood – Chilled:** Chilled meat, poultry and seafood products including beef, pork, poultry and seafood (including shellfish), unprocessed and processed, raw and pre-cooked, ham, hot dogs and sausages, deli meats and any other chilled meat, poultry and seafood available from Offeror.
- J. **Meat (Beef and Pork), Poultry and Seafood – Frozen:** Frozen meat, poultry and seafood products including beef and pork (excluding primal cuts), poultry and seafood (excluding fresh shellfish), whole cuts or pieces, unprocessed and processed, raw and pre-cooked, all breaded, marinated and/or seasoned pieces of meat, poultry and seafood, hams, bacon, hot dogs and sausages, deli meats, pizza toppings, BBQ meats, gyro meats, stir fry and fajita meats and any other frozen meat, poultry and seafood available from Offeror.
- K. **Boxed Beef, Shellfish and Cut Steaks:** Frozen and chilled boxed beef, shellfish and cut steak products, including but not limited to, primal cuts of boxed beef such as prime rib, tenderloins, fillet mignon and inside rounds, cut steaks and shellfish such as crab, lobster and green shrimp.
- L. **Fresh Produce:** Fresh produce, including but not limited to, both processed and unprocessed fresh fruits and vegetables, fresh herbs, salad mixes and any other fresh produce available from Offeror.
- M. **Paper/Disposables:** Products include, but are not limited to, all plastic, paper, cardboard or foam carry-out containers and lids, all disposable tableware including plates, cups, glasses, bowls, lids and cutlery, filters, plastic liners, bags and gloves, napkins, toilet tissue, paper towels, plastic, wax and foil wraps, sheets and bags, straws and toothpicks, charcoal, doilies, placemats, tray liners and tablecloths, disposable pans and caterware and any other paper/disposables available from Offeror.
- N. **Janitorial/Chemical:** Products include, but are not limited to, detergents and cleaning chemicals, grill, oven and fryer cleaning products, cleaning pads and cloths, brooms and mops, safety gloves, apparel, mats and signs and any other Janitorial/Chemical products available from Offeror.
- O. **Related Products and Services:** The complete range of products and services available from Offeror such as kitchen equipment, software and any other related products or services available from Offeror.

2. SCOPE OF WORK

The following scope of work is specific to FCPS. Other Participating Public Agencies utilizing any resulting U.S. Communities Master Agreement shall provide individual scopes of work to the awarded Offeror(s). The awarded Offeror(s) shall, at a minimum, meet the requirements listed herein to any U.S. Communities Participating Public Agency.

3. DELIVERY AND SERVICE

- a. Offeror shall provide a successful delivery rate of at least 98% of the items

ordered. All items shall be delivered in good condition, and at the appropriate temperatures. Frozen goods will be hard frozen, with no evidence of thawing. Chilled goods shall be transported and delivered at a maximum temperature of 45 degrees Fahrenheit. Dry goods will be dry, with the cartons clean and intact.

- b. The maximum timeframe between order of product and delivery is five (5) days.
- c. The Offeror shall provide at a minimum weekly delivery within a specified time delivery window to be mutually negotiated between FCPS and the Offeror. Some larger Participating Public Agencies may require delivery twice a week. Deliveries shall be to school sites, warehouse sites and drop ship sites with adjustments for holidays.
- d. Extra Deliveries: Extra deliveries may be required if Offeror fails to deliver a product on order with the regularly scheduled delivery. Upon approval, the Offeror may make the delivery of any late products on the next scheduled delivery. No extra delivery charge will be due or payable for extra trips due to Offeror error nor should extra deliveries affect pricing structures.
- e. FCPS Directors shall be notified of any “out of stock” items by noon on the business day prior to delivery.
- f. When a substitute item of equal or greater quality is delivered to FCPS, the invoice shall reflect the prices quoted on the bid.
- g. All deliveries must be accompanied by an itemized voucher and delivery person and food service manager/staff will check merchandise against voucher. Upon request, invoices will be sent in duplicate.
- h. Upon delivery, each school site will spot check for external and internal damage, cleanliness, defects, spoilage, count, temperature and any other inspections deemed necessary by the Food Service Director/Manager at that site. Each Food Service Director/Manager reserves the right to make final disposition of all damaged materials either on the spot or at a later date.
- i. Ingredients will appear full and robust, not squashed or misshapen. Ingredients will appear fresh and wholesome, free of off colors, dehydration or faulty assembly. All markings and labeling shall be CLEAR and marked on one panel of the carton. Marking material shall be water fast, non-smearing and of a color contrasting to the carton.
- j. FCPS will not accept product more than ninety days from date of production.
- k. All regular deliveries shall have adequate vehicles such as dual compartment trucks for combined deliveries of equipment, dry items, groceries, refrigerated items and frozen items.
- l. All school districts in Maryland are Drug Free School Zones. All Offeror delivery staff is required to observe drug, alcohol and tobacco usage while making deliveries on school property.

m. All orders are expected to be delivered complete as specified. Delay of deliveries and/or incomplete orders may be cause for termination of award. If the Offeror cannot deliver an item that has been ordered, the Offeror shall purchase the item from another source and deliver it to FCPS, without additional cost, by the time specified by FCPS.

n. Additional fees may be imposed due to the following: Requiring Overtime for school district staff for deliveries that arrive after normal receiving hours (to be determined with each school site) or violating city and county ordinances regarding Idling Regulations (maximum idling time of five (5) minutes – see www.mde.state.md.us).

4. LOCAL, REGIONAL AND NATIONAL

Offerors may submit a proposal for local, regional or national consideration. Local proposals will be considered for FCPS. FCPS reserves the right to award locally in the aggregate, by section, and multiple awards, whichever is in the best interest of FCPS. Offerors submitting regional proposals shall clearly state the geographic locations they are proposing and include a map detailing those geographic locations. Offerors submitting national proposals shall clearly state its proposal is national.

5. BIDS FOR ALL OR PART

Offerors may respond as a “prime vendor” or for an individual category. The offeror’s proposal should clearly indicate which categories are included in their response. Pricing must be supplied for all proposed products and services.

6. QUALITY

a. All products shall meet or exceed the requirements of USDA Grade A specifications. FCPS may require documentation from the packer that all products meet Grade A specifications.

b. In the event questions arise concerning the acceptable quality of an item offered or delivered, FCPS will make the final decision as to acceptability of the product. If the FCPS rejects a brand of an item, FCPS will specify one or two acceptable brands and request documentation of delivered cost on those brands. For these items, no rebate or deviated pricing on that item will be considered in the bid award after bids have been opened.

7. LOCAL:

FCPS supports the use of local farmers. The Offeror shall make efforts to secure Maryland products and provide documentation of such when requested.

8. HOLIDAYS AND CLOSINGS:

Offeror shall keep informed of scheduled school holidays and emergency school closings (i.e. snow, ice, etc.) via public radio or TV broadcasts or by calling FCPS. When schools are closed due to the emergency, orders placed for that day shall be delivered the next day

schools are open. No additional charges shall be assessed to any school district for school closings.

9. COMPLIANCE:

- a. Offerors must be registered with the FDA as compliant with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (PL107-188).
- b. All products must be packed under continuous USDA inspection where applicable. All Offerors must be HACCP (Hazard Analysis and Critical Control Program) certified and shall provide documentation of that program immediately (within 1 week) if requested. All packaging must be approved by the USDA and the Food and Drug Administration for contact with food and conform to USDA labeling requirements.
- c. All items must conform to the standards published in the USDA Food-Buying Guide for the School Lunch Program. All meats must be USDA inspected.
- d. All applicable laws shall be deemed to be part of these specifications and shall be read and enforced as though they were included.
- e. BUY AMERICAN: The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).
- f. Offerors must have active knowledge with the Green Seal Program, involving sustainable food; energy management and conservation; water consumption and management, air quality, waste reduction and management, cleaning and landscape management and overall company responsibility.

10. SUBSTITUTIONS:

The contractor is authorized to **request** minor changes or substitution of equal or superior products provided such changes or substitutions shall not affect the products nutritional profile or cause an increase in the contract price or affect the delivery schedule. Exhibit 4 is an example form which may be used for communication of substitution requests for any awarded contractor. **There shall be no substitutes or shipment of more or less than the quantity specified without prior written approval of FCPS.** If products received do not conform to those ordered, or if more or less than the quantity ordered are shipped, buyer may reject such shipment in whole or in part and require contractor to pick up and remove such rejected goods at contractor’s expense within seven (7) days after notice. Any deviation from the specifications as awarded will be grounds for rejection.

11. PACK SIZE CHANGES

Pack size changes will be allowed if product meets FCPS specifications. Pack size differences shall be clearly marked in the proposal response. Bids for packages which vary significantly from the pack size specified are subject to rejection at the discretion of the Purchasing Official in order to ensure a fair comparison of product prices.

12. NUTRITIONAL INFORMATION:

Offerors shall provide nutritional information for all market basket items upon request. Offerors are required to provide nutritional information on any additional items that become part of the contract with 48 hours upon request. Certification of Child Nutrition Labeling and/or the equivalent meal USDA contribution may also be required and shall be provided upon request. Nutritional panel and ingredient statements must be provided.

13. TRACKING OF USDA DONATED FOODS

FCPS intends to procure items that may contain USDA donated foods (known as “Net Off Invoice” products). The approved vendor must have the ability to trace items that contain donated foods, reduce the invoice to FCPS by the appropriate value and track the usage to the computer systems utilized by each manufacturer.

14. ONLINE ORDERING

Offerors must have an operational online ordering system available 24/7, in which all sites are capable of placing orders as well as one central “Super Buyer” capable of approving all orders (return and/or reject). Each site manager/director will have a unique username/password. Order Guides must include the offer’s item number, description, pack size, etc. Site managers/directors must have the ability to save orders, submit orders, edit saved orders, order “No Order”, and create standing orders as well as review past orders. They must be able to print the order guide, past orders, and submitted orders. Each site will have default delivery dates, not allowing orders to be placed for non-designated dates.

15. REPORTS

The Offeror shall provide reports to FCPS on product usage, price changes, etc., as requested.

16. AUDITS

FCPS will conduct selective audits of the Offeror’s invoices and proof of payment for all items purchased periodically. During this audit, the Offeror shall provide proof of actual invoice and cost of the items provided to validate the price charged to FCPS. The information may include, but is not limited to, invoices for distributor purchases from their manufacturers: freight bills or support documentation of any applicable discounted pricing or off-invoice allowances. In the event FCPS has been overcharged, the Offer will reimburse FCPS for the amount of the overcharge.

17. DESIGNATED REPRESENTATIVE

The Offeror shall provide a single sales representative to FCPS to coordinate the program. The representative will be required to meet with FCPS officials regularly to discuss issues of concern and shall be accessible during regular business hours in the event of an emergency. The sales representative shall visit the school sites to ensure proper service level is maintained.

SECTION 3: PROPOSAL INSTRUCTIONS

1. PREPARATION OF PROPOSAL

- a. Due to possible changes and/or additions to the solicitation package, FCPS requests that bidders delay submission of their bid package until after the date of the pre-bid meeting or the date that questions are due to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.
- b. The Technical and Cost proposals will be submitted in separate envelopes.
- c. Technical Proposal:
 - i. Submit one original and (2) additional copies of the Technical Proposal, along with an electronic copy in Excel (spreadsheets) and Word/PDF format (other documents) on USB Flash Drive, in a sealed envelope, properly labeled on the outside with the bidder's name and "TECHNICAL PROPOSAL".
- d. Cost Proposal:
 - i. Submit one original Cost Proposal, along with an electronic copy in Excel/Word/PDF format on USB Flash Drive, in a sealed envelope, properly labeled on the outside with the bidder's name and "COST PROPOSAL".
 - ii. No separate costs for travel, mileage, overhead or miscellaneous are acceptable. All costs are to be Landed Invoice Cost (LIC).

2. EVALUATION CRITERIA AND AWARD

- a. A committee of FCPS staff and individuals from across the Country will independently review and evaluate each technical proposal.
- b. The process for determining which vendor(s) to approve may take the form of either a [questionnaire](#), interview, and/or site visit, and includes appraisals of various aspects of the supplier's business including capacity, financials, [quality assurance](#), organizational structure and processes and performance.
- c. 45 points will be assigned for the technical proposal and will be assigned as follows:
 - Breadth of Product Offering- 10
 - Service Capabilities – 10
 - National Capabilities- 20
 - References – 5
- d. 55 points will be assigned for the price proposal that is deemed most advantageous to FCPS and Participating Public Agencies across the Country.

- e. Based on the information obtained via the evaluation, a supplier is scored and is either approved or not approved as one from whom to procure materials or services. There may be an approved supplier list to which a qualified supplier is then added.
- f. Points will be deducted for incomplete or missing responses, or responses that do not follow the required format. Extraneous marketing materials or irrelevant information is not to be submitted.
- g. If not approved, the supplier will not be considered further in price evaluations.
- h. If approved, cost proposals will be evaluated on a weighted basis. 55 total points will be awarded with the maximum points given for the lowest overall calculated costs.
- i. Final ranking will be made on the basis of the criteria and rubric listed above.
- j. An interview may be required to obtain more information prior to recommendation for award, and additional points may be assigned or deducted.

3. PREPARATION OF BID

- a. Should any bidder be in doubt as to the meaning of the specifications, or should they find any discrepancy or omission, they shall notify the Contract Manager listed on the solicitation cover sheet. If required, bidders will be notified of clarifications and/or additional information by means of addenda.
- b. Proposers must submit one original proposal, with original signatures,. Proposers should include two (2) copies on USB thumb drives. Bids must be prepared on the proposal form(s) provided.
- c. Each bid will be sealed, show the full business address and contact information of the bidder and be signed by the person(s) legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract, and purchase order, will be emailed, or mailed, to the address shown on the bid in the absence of written instructions from the bidder to the contrary.
- d. The following items must be included in submission:
 - i. Proposal pages completely and accurately filled out.
 - ii. Signature Acknowledgement Form completed and signed.
 - iii. Statutory Affidavit and Non-Collusion Certification form completed and signed.
 - iv. Certificate of Compliance form completed and signed.
- e. Bidders shall be required under Article 56, Section 270(4), Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and must provide a tax certification number. Visit the following website to ensure compliance:
www.Egov.maryland.gov/BusinessExpress .

- f. Bids by partnerships must be signed with the partnership name, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- g. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- h. Failure to sign the bid document will result in rejection of the bid as non-responsive.
- i. FCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this solicitation.

3.1 TECHNICAL PROPOSAL:

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

Tab A – COVER LETTER: The Offeror will provide a cover letter describing a brief history of the Offeror and its organization.

Offeror will state if proposal is for local, regional or national consideration and if proposal is for a “prime vendor” program or for a subset of the products covered under this RFP. Local proposals will be considered for FCPS. Offerors submitting regional proposals shall clearly state the geographic locations they are proposing and include a map detailing those geographic locations. Offerors submitting national proposals shall state they are proposing a national solution.

The letter will indicate the principal or officer of the Offeror organization who will be FCPS’s primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of services and solutions on behalf of the Offeror. An officer authorized to bind the Offeror to the terms and conditions of this RFP must sign the cover letter transmitting the proposal. An unsigned proposal or one signed by an individual unauthorized to bind the Offeror may be rejected.

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

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

provide the following information:

- Name of firm submitting proposal
- Main office address, telephone number, fax number
- Primary contact email address and website address
- If a corporation, when and where incorporated
- List any dba's
- Number of years in business
- Total number of employees

Tab D – SPECIFICATIONS AND SCOPE OF SERVICES: The Offeror must provide a written response to each item in Section 2 of this RFP.

Tab E – REFERENCES (Exhibit 3):

Provide three (3) references of public agencies where services of similar size and scope have been performed in the last twenty-four (24) months. References must include organization names, addresses, names of contact persons, email address and telephone numbers for such references.

Tab F – SUPPLIER INFORMATION:

- a. Completed and signed Supplier Worksheet for National Program Consideration_ (Ref. page 58).
- b. Completed Section 5: Supplier Information (Ref. pages 45-51).

Tab G – U.S. COMMUNITIES ADMINISTRATION AGREEMENT, signed unaltered (only required for national proposals).

TAB H- EXCEPTIONS TO GENERAL TERMS AND CONDITIONS, listed in Section 4 (if any).

Tab I– ADDITIONAL REQUIRED FORMS AND SIGNED ADDENDA:

- a. Statutory Affidavit and Non-Collusion Certification
- b. Certification of Compliance
- c. Submit initialed and/or signed Addenda (if applicable).
- d. Signature Acknowledging Proposal (Submitted as Cover Sheet for Pricing Proposal)

3.2 PRICING PROPOSAL:

Two prices will apply to all purchased food under this contract: 1. **Fixed Fee Per Case** which includes: handling, delivery, overhead and profit and encompasses all costs associated with the furnishing of the product under the specified terms and conditions except the product itself, 2. **Unit Market Basket Pricing** form for product itself and any overhead/storage, profit or other costs associated with the product. The combined total of these price components shall result in the delivered product cost. No other fees/charges will apply.

- A. Fixed fee per case is the only acceptable method of pricing of delivery/handling under the bid. Cost plus percentage fee proposals are prohibited. Fixed fee per case shall be consistent for Exhibit 2, Market Basket Pricing as well as Offeror's entire offering it proposes for consideration. The fixed fee per case shall be included as a part of the cost for Exhibit 2, Market Basket Pricing. Fee structures shall remain fixed and firm throughout the term of the contract.
- B. The Offeror shall provide a fixed fee per case in a dollars and cents format to two (2) decimal points, for example, \$1.19. The fee quoted shall include all costs, delivery and profit. No additional charges will be accepted.
- C. The fee for broken cases shall be prorated based on the number of units ordered from the full case. Offeror shall describe which, if not all, products it accepts for sale as a broken case.
- D. All prices quoted shall be F.O.B. destination to FCPS or the Participating Public Agency.
- E. Unit Prices/No Bid: Unit prices shall be provided by the Offeror on Exhibit 2, Market Basket Pricing Form when required. The Offeror shall enter "No Proposal" for each item where a unit price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- F. On occasion, an emergency may occur necessitating a Participating Public Agency's requirement for extra deliveries. Offeror may propose a per-mile, a per-stop fee, or an alternate method of charging for this service. The Offeror may also propose a minimum value of the extra individual order to avoid an extra fee. This fee shall be included in the Offeror's Price Proposal.
- G. FCPS expects all vendors to provide year over year cost reductions recommendations.
- H. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- I. Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least 60 days prior to the renewal term and shall be accompanied by supporting documentation.
- J. All prices shall be firm for a period of 90 days from the date of bid opening. FCPS retains the right, with mutual consent of the bidder(s), to utilize the bid pricing and approved price changes for future purchases for as long as the bidder(s) mutually agrees to extend the prices.
- K. Charges for express delivery will only be allowed if authorized by FCPS in writing.
- L. The bidder(s) are encouraged to bid only one product per line item that most nearly meets the specifications. If the bidder believes that there is more than one product available, a limit of two offers will be considered for each line item.

- M. If two or more particular brands, models, or makes are listed in the specifications (under Base and Alternate Bids) and the bidder has not indicated in the bid which of the two or more brands, models, etc., is being bid, it shall be understood that FCPS may require the bidder to furnish whichever is preferred by FCPS.
- N. All unit prices on items bid shall be completed on the provided proposal sheet(s). A "NO BID" or "N/A" notation should be completed for each item not being bid. Blank spaces in the proposal sheet will be considered as not being bid.
- O. In case of an error in the extension of prices in the bid, the unit price shall govern.
- P. Unit Prices must be rounded off to no more than two decimal places.

HIGH VOLUME ORDERS:

This bid is structured to obtain the lowest pricing available for the anticipated volume of products which is based upon the wide use and acceptance of the contract by many agencies. However, the Buyer may request, from time to time, a price quote for any product purchase which it believes represents a significantly larger volume than normal.

SAMPLES:

- A. Samples shall be furnished free of cost to FCPS after the RFP opening. If samples are requested, they are to be sent within seven (7) days of notification, unless otherwise specified. FCPS reserves the right to reject the RFP of any Offeror failing to submit samples as requested. Samples must be plainly marked with the name of the Offeror, RFP number and date of the RFP opening. Samples items of the successful Offerors may be retained for comparison with deliveries.
- B. Samples may be requested for testing and evaluation purposes. Failure to submit samples as required at the time designated may be cause for rejection of that item.
- C. All samples must be delivered with all charges prepaid to the designated point of delivery. Samples must be marked as "SAMPLE" and include the name of the bidder, bid name and number, and return instructions, if applicable.
- D. The right is reserved to retain any sample submitted with bids for the purposes of examination and testing. FCPS reserves the right to use all samples in any manner which may best serve the final determination of the successful bidder, even if said examination and testing results in damage to or destruction of the sample.
- E. FCPS retains the right to determine the method of testing to be utilized.
- F. Samples that are not retained by FCPS must be removed within two weeks upon notification. Return shipping must be prepaid by the vendor. Samples not removed within this two-week period shall be retained, or disposed of, at the discretion FCPS, and without compensation to the bidder.

SECTION 4: GENERAL TERMS AND CONDITIONS

1. HOLD HARMLESS

It is understood that the awarded vendor(s) shall defend and hold harmless the Board of Education of Frederick County, and its representatives, from all suits, actions, or claims of any kind brought about as a result of any injuries or damages sustained by person(s) or property during the performance of this contract.

2. CONTRACT DISPUTES

- a. Any dispute arising under this contract shall be decided by the Contract Administrator, the Contract Manager and the Purchasing Manager, who will communicate their decision to writing and furnish a copy to the vendor. This decision shall be final and conclusive unless, within 30 days, the vendor furnishes a written appeal addressed to the Board of Education of Frederick County. The local Board of Education has the right to hear appeals as provided by Maryland law.
- b. The Board of Education of Frederick County, or its duly authorized representative, will review the appeal for the determination of such appeal and their finding shall be final and conclusive. In connection with any appeal preceding under this clause, the vendor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the vendor shall proceed diligently with the performance of the contract and in strict accordance with the FCPS staff's decision. Exceptions are decisions determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith, or not supported by evidence.
- c. This clause does not preclude consideration of laws questioned in connection with the decision provided for above.

3. TERMINATION FOR DEFAULT

- a. When an awarded vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of FCPS. FCPS may, by written notice of default to the vendor, terminate the whole or any part of the contract in any of the following circumstances:
 - i. If the vendor fails to perform the services or provide the products within the time and manner specific herein or any extension thereof, or:
 - ii. If the vendor fails to perform any of the provisions of this contract, or fails to make progress as to endanger performance of this contract, in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten calendar days (or longer as authorized by the Purchasing Manager) after receipt of written notice from the Purchasing Manager of such failure, or:

- iii. If the vendor willfully attempts to perform the services other than specified as to coverage, limits, protections, and quality or otherwise, without specified authorization in the form of contract amendment, or:
 - iv. If a determination is made by FCPS that the obtaining of the contract was influenced by an FCPS employee having received a gratuity, or a promise therefore, in any way or form.
- b. In the event FCPS terminates the contract in whole or in part, FCPS may procure such products and services, in a manner the Purchasing Manager deems appropriate, and the vendor shall be liable to FCPS for any additional cost(s) incurred.
 - c. If, after notice of termination of this contract under provisions of this clause, it is determined for any reason that the vendor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

4. TERMINATION FOR CONVENIENCE

The contract may be terminated by FCPS in accordance with this clause in whole, or in part, whenever FCPS determines that such a termination is in the best interest of FCPS. Written notice shall be given a minimum of 30 days in advance. FCPS will pay for all services, in accordance with contract pricing, up to the date of the termination. However, the awarded vendor(s) shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Under this contract, the awarded vendor does not have a right to unilateral termination for convenience.

5. GOVERNING LAW AND VENUE

The solicitation shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits shall be filed in the appropriate State Court located in Frederick County, Maryland.

6. STANDARD OF QUALITY, "OR EQUAL CLAUSES," AND SUBSTITUTIONS

- a. Any make/model specified in the solicitation is used only to establish a quality level, unless specifically noted. Any material or article that will perform adequately the duties imposed by the general design will be considered equal and satisfactory. FCPS retains the right to determine if items are equivalent and will be accepted.
- b. It will be the responsibility of the bidder to submit a clear and concise proposal wherein each substitution and deviation is identified and described, in writing, at the time of solicitation submission.
- c. In the absence of any statement to the contrary by the bidder, the submission will be interpreted as being the exact brand and/or qualities, etc., enumerated in the detailed specifications, whenever the specifications indicate a product of a particular manufacturer, model or brand.

7. TAXES

- a. No charge will be allowed for federal excise, state, and/or municipal sales and use taxes, from which the Board of Education of Frederick County is exempt.
- b. A contractor is not eligible, per the Maryland Comptroller's Office, to utilize the tax exemption certificate for governmental agencies.

8. GUARANTEES AND WARRANTIES

- a. The awarded vendor(s) will guarantee the material and workmanship on all services, equipment, materials, supplies, and labor, furnished by them, for a minimum period of one year from the date of acceptance.
- b. If, within the guarantee period, any defects or signs of deterioration are noted, the awarded vendor(s), at their expense, shall correct the condition or they shall replace the part or entire unit of work/equipment to the complete satisfaction of FCPS. These repairs, replacements, or adjustments shall be made only at such times as will be designated by FCPS to minimize the disruption to building/school operations.
- c. Should the awarded vendor(s) fail to comply with the terms of this guarantee, FCPS may have such work performed as it deems necessary to fulfill the guarantee, charging the cost to the awarded vendor(s).

9. MULTI-AGENCY PARTICIPATION

- a. FCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland, as well as, any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The awarded vendor(s) agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.
- b. By agreeing to extend the contract to other agencies, the vendor(s) reaffirms and warrants his original commitment to FCPS so that afterwards all items and services shall continue to conform to the requirements and conditions of the original agreement for its duration. Agencies who utilize the contract agree to notify FCPS Purchasing Department of any significant experiences, problems or issues which may, or may have the potential to, affect our administration of this contract.
- c. FCPS assumes no obligation on behalf of any other agency and shall be held harmless if either party is damaged due to the agency or vendor's failure to become informed of, or comply with, any provision or pricing under this agreement. All purchase orders and billing will be transacted between the vendor and the public agency.

- d. Each participating jurisdiction or agency shall, pursuant to the Master Intergovernmental Cooperative Purchasing Agreement, piggyback on the Master Agreement to make purchases directly from the awarded vendor(s). Invoices shall be submitted directly to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency. Disputes must be resolved solely between the participating agency and the awarded vendor(s). The Lead Agency does not assume any responsibility other than to obtain pricing for the specifications provided.

10. PACKAGING AND DELIVERY REQUIREMENTS

- a. Food Packaging Compliance: The Proposer certifies all products offered under this RFP are packed under continuous USDA inspection where applicable, and all packaging is approved by the USDA and the Food and Drug Administration for contact with food and conforms to USDA labeling requirements. Where applicable, proposers must hold Hazard Analysis and Critical Control Program certification and must provide documentation of this certification as requested by FCPS or any participating public agency.
- b. A packing list will be included in each shipment. This list shall contain the following information: Purchase Order Number, Vendor Name, Item Description, Item Number, Quantity and Delivery Location. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- c. All materials, supplies and equipment for FCPS shall be delivered F.O.B Destination. All items shall be delivered inside the office, school, or warehouse.
- d. All school deliveries shall be made during the hours of 6:00 A.M. and 2:00 P.M. local time and only on regular school days.
- e. All warehouse deliveries shall be made during the hours of 9:00 A.M. to 2:30 P.M. on all regular scheduled school days.
- f. Bulk materials, delivered to the Warehouse, are to be delivered on skids, or pallets, to the Warehouse receiving platform.
- g. No help for unloading will be provided. Suppliers shall notify their delivery personnel accordingly.
- h. The awarded vendor(s) shall be held responsible for and shall be required to make good, at their expense, any and all damage done or caused by their employees in the execution of the contract as determined by FCPS.
- i. The vendor will be required to furnish proof of signed delivery in every instance. Delivery receipts indicating only the number and weight of cartons received will not constitute "proof" of delivery in the event of a dispute. FCPS will not accept responsibility for deliveries that have not been signed for by an FCPS employee.

11. BILLING AND PAYMENT

- a. Invoices shall be submitted to:accounts.payable@FCPS.org or in duplicate to:

FREDERICK COUNTY PUBLIC SCHOOLS
Accounts Payable Department
191 South East Street
Frederick, MD 21701

- b. Invoices and packing slips must contain the following information:
- i. Bid Number
 - ii. Purchase Order Number
 - iii. Item Number (if applicable)
 - iv. Quantity (if applicable)
 - v. Brief Description of Item or Work Performed
 - vi. Unit Price Bid/Partial Payment Amount
 - vii. Extended Total for Each Item
 - viii. Grand Total
- c. Payments will be made by FCPS check, single use credit account or credit card. Credit card statements with level three data are preferred. Bidders are prohibited from charging additional costs or fees from their bid price to process such orders.

12. COMPLIANCE WITH SPECIFICATIONS

- a. School Food Program Compliance: The proposer certifies that food products, processes, services and solutions proposed under this RFP meet State and Federal guidelines, regulations and laws applicable to schools and institutions participating in the National School Lunch Program (NSLP), Child Nutrition Programs, the Nutrition Services Incentive Program or any other program. All applicable laws are deemed to be incorporated as part of this RFP and shall be enforced as though they were included. All items offered in Proposer's response must conform to the standards published in the USDA Food Buying Guide for the School Lunch Program. All meats offered in your response shall be USDA inspected. Proposers must follow the most current version of the FDA's food security guidance.
- b. The awarded vendor(s) will abide by, and comply with, the true intent of the specifications and not take advantage of any unintentional error or omission, but will fully complete every part as to the true intent and meaning of the specifications and drawings.
- b. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
- c. Where the requirements of the specifications call for a higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- d. In the case of any apparent conflict between the specifications and such laws, ordinances, etc., the awarded vendor(s) will contact the Contract Administrator and the Contract Manager for a decision before proceeding with any work.

13. LIQUIDATED DAMAGES

- a. A date for delivery and/or installation/assembly shall be stated in the specifications. Requests for extension of completion time due to strikes, lack of materials, or any other causes over which the awarded vendor(s) has no control must be submitted, in writing, with supporting documentation, to the Contract Manager. Requests must occur immediately upon occurrence of conditions for a time extension to be granted. Extensions are not guaranteed.
- b. If the awarded vendor(s) fails to provide the services, equipment, or other items required within the prescribed time limits, the Contract Manager may elect to obtain services, equipment, or other items necessary from an alternate source.
- c. The awarded vendor(s) will pay any additional cost(s) incurred by FCPS for obtaining replacement services, equipment, and other necessary items.
- d. FCPS shall have the unilateral right of alternate source selection to perform the work when the awarded vendor(s) does not perform the required work.
- e. In addition to, or in lieu of, paying for any incurred replacement costs(s), the awarded vendor(s) may pay liquidated damages, in the amount of \$150 per day, for any delay or failure in performance, as well as any related damages sustained by FCPS.
- f. The assessment of liquidated damages by FCPS against the awarded vendor(s) does not supersede or affect the right of FCPS to impose other remedies that may be available.

14. SAFETY REQUIREMENTS

- a. When applicable, all machinery/equipment must meet OSHA-MOSHA requirements as to the safety of the operation of the equipment. All required safety devices shall be included in the price(s) bid.
- b. When applicable, kitchen equipment and supplies must meet Maryland State Health Department, National Sanitation Foundation (NSF) and Frederick County Health Department requirements.
- c. All construction activities must be conducted in strict compliance with OSHA/MOSHA requirements.
- d. Equipment offered which fails to comply with any applicable section of the National Electrical Code, or is not U.L. Listed (where U.L. Listings have been established for that type of device), shall be rejected.
- e. The awarded vendor(s) shall submit Safety Data Sheets (SDS) for all items awarded to that vendor provided under the terms of this proposal, if applicable.
- f. The awarded vendor(s) and subcontractor(s) are required to comply with all provisions of the Access to Information about Hazardous and Toxic Substances Act, a part of the Maryland Occupational Safety and Health Law.

- g. The awarded vendor(s) is responsible to report to FCPS any asbestos material or suspected material found or uncovered that is not part of the scope of the project. In addition, they may not introduce new asbestos or asbestos bearing materials into the site.
- h. It is the responsibility of the awarded vendor(s) to comply with all Municipal, State, and Federal EPA regulations and laws when handling or disposing of asbestos materials.
- i. If the awarded vendor(s) intentionally endangers or jeopardizes the health of any building/school occupant(s) through mishandling of hazardous material, the vendor(s) will be held liable for such action.

15. LAWS AND REGULATIONS

- a. The vendor will comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge. If the vendor performs any work which it knows or should know to be contrary to such laws, ordinance, and regulations and without such notices to FCPS they shall bear all costs arising therefrom.
- b. All vendors and subcontractors must abide by the Board of Education of Frederick County policies and FCPS regulations while working on school property.
- c. The vendor certifies that their firm adheres to or follows non-discriminatory practices with respect to the employment and promotion of personnel without regard to color, creed, race, sex, or national origin.

16. PATENTS

The vendor will defend all suits or claims for infringement of any patent rights and will save the Board of Education of Frederick County harmless from loss.

17. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

All FCPS technology based instructional products (instructional software, online resources, and computer based equipment) must be consistent with the federal Rehabilitation Act, Maryland Subpart B Technical Standards, Section 508, for accessibility by students with disabilities unless doing so would fundamentally alter the nature of the instructional activity or result in undue financial and administrative burdens. Requests for bids, proposals, procurement contracts, and grants will follow established procedures for evaluating compliance to accessibility standards in all purchase decisions.

18. EMPLOYMENT OF CHILD SEX OFFENDERS AND PERSONS WITH UNCONTROLLED ACCESS TO STUDENTS

- a. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS' project. The awarded vendor(s) must initially check the Maryland Department

of Public Safety & Correctional Services' Maryland Sex Offender Registry and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well. For projects lasting more than a few months, the vendor will periodically re-check the names of workers against the registry to ensure ongoing compliance. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the vendor, subcontractor or equipment or material supplier, FCPS will notify the site superintendent to immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract at no additional costs, as a result if the vendor is unable to demonstrate they have exercised care and diligence in the past in checking the Maryland registry.

- b. Contracted service providers who have regular, direct and unsupervised access to children cannot begin service without undergoing the same process as new employees per FCPS Regulation 300-33. If required, an awarded vendor(s) is responsible for payment of the full cost of the criminal background check.
- c. The awarded vendor(s), or subcontractor(s), may not knowingly assign an employee to work on FCPS school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of a crime identified as a crime of violence.
- d. The awarded vendor(s) will not assign employees who has been convicted of an offense under § 3-307 or § 3-308 of the Criminal Law Article or an offense under the laws of another state that would constitute a violation of § 3-307 or § 3-308 of the Criminal Law Article if committed in the state.
- e. An awarded vendor will not assign employee who has been convicted of a crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in this state.

19. DRUG, ALCOHOL, AND TOBACCO-FREE WORKPLACE

- a. All awarded vendors and subcontractors must abide by Board Policy 112 while working on any FCPS property at all times.
- b. The Board of Education of Frederick County endorses the provisions of Public Law 100-690, Title V, Subtitle D (Drug-Free Workplace Act of 1988) and Public Law 101-226 (The Drug-Free Schools and Communities Act of 1989) and regulations promulgated there under and establishes a drug-free and alcohol-free workplace and school system.
- c. Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment.

20. WEAPON POSSESSION ON SCHOOL PROPERTY

- a. The criminal code of Maryland makes it illegal to possess a weapon on school property.
- b. No person shall carry or possess any rifle, gun, knife, or deadly weapon of any kind on FCPS property.

- c. Any awarded vendor(s) whose employees violate this clause may be subject to the termination of the contract for cause.

21. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

- a. An awarded vendor(s) that assigns employees to an FCPS project that do not speak English must have an on-site, full time interpreter.
- b. Failure of an awarded vendor(s) to have an on-site, full time interpreter that is fluent in speaking and understanding an employee's native language for those employees that do not speak English is reason for immediate termination of the contract for cause.

22. ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by FCPS is in violation of the law and is strictly prohibited. Awarded vendor(s) and subcontractors must verify employment eligibility of workers in order to assure that they are not violating federal/state/local laws regarding illegal immigration. A compliance audit may be conducted.

23. STUDENT/STAFF CONFIDENTIALITY

Under no circumstances may any vendor/contractor/provider/consultant release, disclose, sell or otherwise use names, addresses, or any other information related to students, or staff, of FCPS and may only use this information for purposes required under any contract/agreement or memorandum of understanding.

24. PUBLIC INFORMATION ACT NOTICE

- a. Bidders should identify those portions of their solicitation, which they deem to be confidential, or to contain proprietary commercial information or trade secrets. Bidders should provide justification why such material, upon request, should not be disclosed by FCPS under the Public Information Act, Title 4, General Provisions Article, Annotated Code of Maryland.
- b. Unless portions of a solicitation are identified as confidential, all records are considered public. A person or governmental unit that wishes to inspect a public record, or receive copies of a public record, shall submit a written or electronic request and direct it to the Office of Legal Services per FCPS Regulation 200-42.

25. FORCE MAJEURE

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, terrorism, or other similar occurrences. If either party is delayed by Force Majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The

time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. FCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. FCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of Force Majeure, and the vendor shall have no recourse against FCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure as defined herein.

26. ETHICS POLICY

- a. The Board of Education of Frederick County has an Ethics Policy, which covers conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all Ethics Policies that may apply to them individually or as a business entity.
- b. All bidders should carefully review Board Policy 109, Ethics, which prohibits FCPS employees from benefiting from business with the school system.

27. NON-COLLUSION

- a. Bidder represents and certifies that prices for these services have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition or any matter related to such prices with any competitor or other bidder. Prices quoted in this bid have not been knowingly disclosed directly or indirectly to any competitor or other vendor prior to the opening of this bid.
- b. Bidder represents and certifies that it has not employed or retained any other company or person (other than a full-time bona fide employee working exclusively for the bidder) with the primary intent to solicit or secure the contract.

28. CONFLICT OF INTEREST

The bidder will advise FCPS in writing as soon as possible, but not later than the date of award of the contract, of any known relationships with a third party, or FCPS employee or representative, which would present a significant advantage to one bidder over another bidder or present a conflict of interest with the rendering of products and services under this agreement.

29. EMARYLANDMARKETPLACE REGISTRATION

Contractors are required to register with www.eMarylandMarketplace.org within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities through

Maryland.

30. VENDOR PERFORMANCE EVALUATION

- a. The Contract Manager and Administrator shall confer periodically to discuss the status of the contract. Issues of noncompliance may arise throughout the contract term and shall be brought to the attention of the Contract Manager as they occur.
- b. The Contract Manager or Administrator may request multiple metrics, from the vendor, to evaluate contract performance. Metrics may include, but are not limited to:
 - i. Delivery
 - ii. Response time
 - iii. Backorders
 - iv. Quality of deliverables
 - v. Invoicing
 - vi. Sales data (Contract data, non-contract data)
 - vii. Financial
- c. Where technical, construction or performance specifications have been identified in the bidding document, the contract administrator shall utilize these specifications as the basis of determining contract compliance.
- d. If noncompliance occurs, it shall be documented in a timely manner, including actions taken and final resolution. Copies of the correspondence will be maintained in the Purchasing Department bid documents.
- e. Issues of noncompliance will be handled on a case by case basis. This may include, but is not limited to, written correspondence, face-to-face meetings, and/or an agreed upon performance management plan. FCPS retains the right to terminate the contract, in whole or in part, if the noncompliance issue is not resolved to the satisfaction of FCPS.

31. AUTHORIZED DEALERS

Only manufacturers, or their authorized dealers, may bid on equipment requested herein. At the discretion of the Board of Education of Frederick County a certificate, executed by the manufacturer, may be requested stating that the bidder is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.

32. STORAGE OF EQUIPMENT

- a. If a new, or renovated, school or building is not ready to receive equipment on the estimated delivery date outlined in the specifications, the awarded vendor(s) will provide suitable warehouse space to receive equipment until such time the building is completed and equipment can be received.

- b. In the event temporary warehouse facilities are needed, FCPS will not be responsible for the equipment. The awarded vendor(s) and/or the warehouse facility must provide adequate insurance.
- c. If warehousing is not feasible, the vendor is responsible for working with their suppliers and/or manufacturers to adjust the new delivery schedule at no additional cost to FCPS

33. DAMAGES/RESPONSIBILITIES FOR ITEMS TENDERED

- a. The vendors will be held responsible for and shall be required to make good, at their own expense, any or all damages done or caused by them or their workers in the execution of the contract.
- b. The vendors will be responsible for the items covered by this contract until they are delivered and/or installed/assembled at the designated place of delivery.

34. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

FCPS requires insurance certificates evidencing the compliance of insurance requirements at least ten calendar days after receipt of the Notice of Award. The vendor will not commence work until a notice to proceed letter, or purchase order, is issued, nor will the vendor allow any subcontractor to commence work on their subcontract until the insurance required of the subcontractor has been obtained and approved.

- a. Worker's Compensation
The vendor will procure and maintain, during the life of the contract, Worker's Compensation Insurance, as required by applicable State laws. In the case of sublet work, the vendor will require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the vendor's Worker's Compensation Insurance.
- b. Employers' Liability Insurance
The vendor will procure and maintain, during the life of the contract, Employers' Liability Insurance in the following amounts:

E.L. Each Accident	\$100,000.00
E.L. Disease - Each Employee	\$100,000.00
E.L. Disease - Policy Limit	\$500,000.00 each employee

 The vendor will require any subcontractor to procure and maintain Employer's Liability Insurance during the life of the contract. It will be the responsibility of the vendor to ensure that all subcontractors comply with this provision, and the vendor will indemnify, and hold harmless, the Board of Education of Frederick County for the failure of the vendor, or any subcontractor, to comply with these provisions.
- c. Commercial General Liability Insurance
The vendor will procure and maintain, during the life of the contract, Commercial

General Liability Insurance including premises and operations, completed operations and products, on a per occurrence basis, with at least the following limits:

General Aggregate	\$2,000,000 per project
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000 each occurrence
Each Occurrence	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000 any one person

The "X, C, U" Coverage for explosion, collapse, and underground property damage shall not be excluded from the policy.

Completed operations liability coverage shall be in force for one year after completion of work.

d. Scope of Insurance and Special Hazards

The insurance required in C. and E. will provide adequate protection for the vendor and subcontractors, respectively, against damage claims which may arise from operations under the contract, whether such operations be by the insured or by anyone directly or indirectly employed by them and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in C. above. Insurance coverage required under C. above shall specifically include property damage caused by conditions otherwise subject to exclusions "X, C, U" (Explosion, Collapse or Underground Damage) as defined by the National Bureau of Casualty Underwriters. Exceptions: contracts that do not require excavation or underground work are not required to have the above "X, C, U" coverage.

e. Comprehensive Automobile Liability

The vendor shall maintain Comprehensive Automobile Liability Insurance including all automotive equipment owned, non-owned and hired, operated, rented, or leased. Minimum limits of Automobile Liability Insurance shall be:

Bodily Injury accident	\$1,000,000 per person/\$1,000,000
Property Damage Combined Single Limit Bodily Injury and Property Damage Liability	\$1,000,000 each occurrence, or \$1,000,000

f. Subcontractor's Insurance

The vendor will either:

- i. Require each of their subcontractors to procure and maintain, during the life of the subcontracts, Liability Insurance of the type and in the same amounts as specified above; or
- ii. Insure the activities of the subcontractors in their own policies. It will be the responsibility of the vendor to insure that all subcontractors comply with this provision, and the vendor will indemnify and hold harmless the Board of Education of Frederick County for the failure of the

vendor, or any subcontractor, to comply with these provisions.

g. Builder's Insurance

FCPS shall provide and maintain Builder's Risk Protection.

h. Proof of Carriage of Insurance

The vendor will furnish FCPS with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates also shall contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after thirty days written notice has been received by FCPS."

i. Additional Insured

The Owner, Board of Education of Frederick County, the Frederick County Government, and other entities stipulated by the Owner, shall be named as additional insured on all vendor's policies, other than Worker's Compensation Insurance policy. The vendor's insurance will be primary and non-contributory to any insurance carried by the Board of Education of Frederick County or other entity. Waiver of subrogation applies to above policies in favor of the certificate holder. Insurance providers must have an AM Best Company rating of at least A-/VIII.

35. LOCAL LICENSING OF TRADE PERSONS

All trade persons performing work under this contract as a general contractor or a subcontractor must be licensed in accordance with the requirements of the local subdivision and State. Any cost incurred as a result of this licensing requirement shall be borne by the vendor.

36. USE OF FCPS SERVICES AND FACILITIES

- a. It is understood that, except as otherwise stated in the contract documents, the vendor will provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction and all other services and facilities of every nature necessary to execute, complete and deliver the work within the specified time.
- b. Any work necessary to be performed after regular working hours, on Sundays or legal holidays, will be performed with the approval of and without additional expense to FCPS, unless previously agreed to.

37. PROTECTION OF WORK AND PROPERTY

- a. The vendor will be solely responsible for initiating, maintaining and supervising all safety precautions and programs in the performance of this contract and will be responsible for observing the safety regulations of MOSHA, OSHA, and local life safety agencies.

- b. The vendor will erect and maintain, as required by conditions and progress of the work, all necessary safeguards for safety and protection, including fences, railing, barricades, lighting, posting of danger signs and other warnings against hazards.
- c. The vendor will comply with applicable laws, ordinances, regulations and orders of governing authorities having jurisdiction for the safety of persons and property to protect them from damage, injury or loss. Any damage, loss or injury resulting from the failure of the vendor to safe guard their work and FCPS property will be borne by the vendor.
- d. In the case of inclement weather, or an emergency that threatens the loss or damage of property or life safety, the vendor will be allowed to act in a diligent manner without instructions from FCPS. The vendor will notify the Contract Administrator of their actions as soon as possible. Any claim for compensation by the vendor due to such extra work will be submitted promptly to FCPS for approval.

38. INSPECTIONS AND CORRECTION OF WORK

- a. All work, all materials, whether incorporated into the work or not, all processes of manufacture, and all methods of construction will be, at all times and places, subject to the inspection of FCPS, whose representatives shall be the final judge of the quality and suitability. Should these fail to meet this approval they will be forthwith reconstructed, made good, replaced and/or covered, as the case may be, by the vendor at their own expense. Rejected material will be removed immediately from the site. If, in the opinion of FCPS, it is undesirable to replace any defective or damaged materials, or to reconstruct or correct any portion of the work, the compensation to be paid to the vendor shall be reduced by such amount as in the judgment of FCPS shall be equitable.
- b. If the specifications, laws, ordinances, or any public authority require any work to be specially tested or approved, the vendor will give FCPS timely notice of its readiness for observations. If the inspection is by another authority, the vendor will notify FCPS of the date fixed for such inspection and shall use the required Certificate of Inspection.
- c. FCPS may order re-examination of questioned work and, if so ordered, the vendor must uncover the work at their expense. If such work is found not to be in accordance with the contract documents, the vendor will pay all costs to correct the work, to the satisfaction of FCPS. If another vendor employed by FCPS caused the defect in the work, FCPS shall pay such cost and recover the charges from the other vendor.

39. CHANGES IN WORK

- a. No changes in the work covered by the approved contract documents will be made without having prior written approval of FCPS. The contract sum may be adjusted according to the approved changes. Consent of the Surety may be required.
- b. Charges or credits for the work covered by the approved change will be

determined by one or more of the following methods:

- i. Unit bid prices
- ii. Lump sum
- iii. Time and materials

In the event the vendor is directed to proceed with extra work, on a time and material basis, an itemized proposal shall be submitted including material and rental invoices and/or any other backup as requested by FCPS.

- c. A fixed fee may be negotiated, and must be agreed upon and added to the costs listed above. The fee will be compensation to cover the cost of supervision, overhead, surety, profit, and any other general expenses.

40. SUSPENSION OR DISBARMENT STATUS

- a. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- b. Proposer nor its principals shall be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

41. EQUAL OPPORTUNITY EMPLOYMENT

- a. The equal opportunity clause is incorporated by reference herein (Appendix II to 2 CFR 200/7 CFR 3019.48).

42. BYRD ANTI-LOBBYING

- a. Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. 1352). Proposers shall file any required certifications. Proposers shall not have used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Proposers shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- b. Proposers shall file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti- Lobbying Amendment (31 USC 1352).

SECTION 5: SUPPLIER INFORMATION

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

National Commitments

1. Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy and Sales) shown in Section 6.

Company Overview

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

Example:

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

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

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

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

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

6. Provide a list of your company's ten largest public agency customers, including contact information.
7. Please list any existing regional and/or national cooperative purchasing programs. Provide the entity's name(s), contract scope, contract term (including contract options) and annual volume by year for each of the last three years.
8. Describe your company's experience with multi-unit customers during the past five years, including any experience with school districts and/or school district buying groups.

Order Processing and Distribution

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.
2. In what formats do you accept orders (telephone, ecommerce, etc.)?

3. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
4. Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.
5. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
6. Describe how your company proposes to distribute the Products and Services nationwide.
7. Provide the number of delivery trucks your company has currently in operation. Include the average age of your fleet and whether fleet is leased or owned. Provide the number of compartments the trucks have (frozen, chilled, dry).
8. Please describe your company's position on fuel surcharges.
9. Please describe how your organization will handle a Participating Public Agency that already has a manufacturer agreement in place.
10. Please describe how your company will handle special order products, Holiday items, etc.
11. Identify all other companies that will be involved in processing, handling or shipping the Products to the end user.
12. Provide the number, size and location of your company's distribution facilities, warehouses, support centers and retail network (if applicable).
13. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.
14. Please describe how the allocable portion of each discount, rebate and/or credit will be returned and/or disclosed to each participating public agency.
15. Please describe how each proportionate value pass-through for the value of USDA foods will be returned and/or disclosed to each participating public agency.
16. Describe your company's ecommerce capabilities:
 - a. Include details about your company's ability to create punch out sites and accept orders electronically.
 - b. Provide detail on your company's ability to integrate with a public agency's ERP/purchasing system (Oracle, SAP, Jaggaer, etc.). Please include some details about the resources you have in place to support these integrations.
17. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

- a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency’s desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), etc.
- b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.
- c. Is your company aligned with local produce sources that focus on organic and sustainable products?

Marketing and Sales

- 1. Provide a detailed outline of your company’s sales and marketing plan for marketing your offering to eligible agencies nationwide.
- 2. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?
- 3. Please describe your sales goals if awarded the Master Agreement, including targeted dollar volume by year:
 - \$_____.00 in year one
 - \$_____.00 in year two
 - \$_____.00 in year three

National Staffing Plan

- 1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in Section 6, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.
- 2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

<u>Role</u>	<u>Description of Role</u>	<u>Person Responsible and Title</u>	<u>Time Commitment (%)</u>
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier		

	Manager.		
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.		
Lead Referral Manager	Responsible for distributing leads generated through the USC website.		
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.		
IT Lead	Responsible for building USC landing page for supplier.		
Reporting Lead	Responsible for providing monthly reports to USC.		

3. Provide an organizational chart of your company.
4. Submit a bio for each of the below personnel:
 - a. The person your company proposes to serve as the National Accounts Manager;
 - b. Each person that will have primary responsibility for U.S. Communities account management; and
 - c. Key executive personnel that will be supporting the program.

Products, Services and Solutions

1. Provide a description of how your offering meets the requirements set forth in Section 2 of the RFP. The primary objective is for each Supplier to provide its complete offering so that Participating Public Agencies may purchase a range of products and services as appropriate for their needs.
2. Please describe any training and educational programs you offer. This may include the ability to provide on-site or online training and educational seminars or technical knowledge.
3. Please provide any consulting services included in your offering. Examples include inventory solutions, emergency preparedness programs and design services.

4. State your fill rate for products, if less than 98% guaranteed fill rate, specify fill rate and explain how you can achieve 98%.
5. Describe your company's capabilities with "FRESH" product categories: Produce, Dairy, Meat and Seafood. Is your company aligned with local produced sources?
6. Describe your company's capabilities in the areas of non-food items: Paper and Disposables, Equipment, Smallwares, Chemicals, etc. Are these items able to be provided under the same fee-per-case pricing structure as food products?
7. Please list the top fifteen food vendors that you purchase from as a normal course of your broad line distribution. Please describe if/how you could possibly assist Participating Public Agencies in obtaining additional values from these manufacturers (as well as others) based upon consolidation efforts with regards to Participating Public Agencies purchasing.
8. Please describe your capability to provide nutritional information on all food products in an electronic and searchable format.
9. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
10. Describe your company's quality control processes.
11. How does your company process any food recalls?
12. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?

Environmental

1. Provide a brief description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.
2. Describe your company's process for defining, verifying, and labeling green/sustainable products and services in your offering. Explain how you help public agencies navigate toward the green products in your offering through website filters, keyword searches, displaying eco-logos, etc.
3. 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.
4. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Financial Statements

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

Additional Information

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

SECTION 6: U.S. COMMUNITIES INFORMATION

1. U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) helps Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein “Lead Public Agencies”). The contracts are available for use by the respective Lead Public Agency and, also, by other Participating Public Agencies.

Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$2.7 Billion Dollars in products and services annually. Each month more than 500 new users register to participate. The continuing rapid growth of public agency participation is fueled by the Program's proven track record of providing unparalleled value to public agencies.

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

Fredrick County Public Schools 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 below as number 6 in this Section of the RFP.

Marketing Support

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

- Over 90 State and Regional Sponsors,
- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training and a host of marketing and sales management tools to effectively increase sales through U.S. Communities.

Evaluation of Proposals

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

U.S. Communities 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.

2. SUPPLIER QUALIFICATIONS

Supplier 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;
- (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. SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

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

- A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?
YES____ NO____
- B. Does your company have the ability to provide products and services to any Participating Public Agency in all 50 states?
YES____ *NO____
(*If no, identify the states where you do not have the ability to provide products and services to Participating Public Agencies.)
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES____ *NO____
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)
- D. Check which applies for your company sales last year in the United States:
____ Sales between \$0 and \$25,000,000
____ Sales between \$25,000,001 and \$50,000,000
____ Sales between \$50,000,001 and \$100,000,000
____ Sales greater than \$100,000,001
- E. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?
YES____ NO____
- F. Does your company maintain records of your Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES____ NO____
- G. Will your company commit to the following implementation schedule?
YES____ NO____
- H. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?
YES____ NO____

Submitted by:

(Printed Name)

(Signature)

(Title)

(Date)

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

4. U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION

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

To be considered for a national award, the Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached below) and submit with the supplier's proposal without exception or alteration. Failure to do so shall result in disqualification.

ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of _____, by and between COMMUNITIES PROGRAM MANAGEMNET, LLC, d/b/a 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 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 and privileges afforded to Lead Public Agency under the Master Agreement, and such rights and privileges shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance to Lead Public Agency. Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.3 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.

1.4 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 available to it from time to time, which may include an national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make commercially reasonable efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshow 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 onto the Master Agreement rather than issue their own procurement solicitations, the Parties 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

(e) 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.

(i) 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.

(ii) 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.

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

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

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

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

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

(iv) 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.

(v) 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.

(vi) 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, publicly perform, publicly 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, at the sole discretion of U.S. Communities, 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

3.6 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

3.7 (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. In addition, 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 right to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours and upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm. 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

5.2 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. The Supplier's obligations to pay Administrative Fees based on aggregate purchases calculated and accrued during the term of the Agreement shall survive the termination of the Agreement and the Master Agreement, regardless of reason for the termination.

5.3 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, state associations and/or Lead Agencies.

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

5.5 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.

5.6 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

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

ARTICLE VI

MISCELLANEOUS

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

6.2 Assignment.

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

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

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

U.S. Communities:

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

With a copy to:

U.S. Communities
840 Crescent Centre Drive, Suite 600
Franklin, TN 37067
Attn: Legal
DepartmentSupplier:
Attn: U.S.
Communities Program
Manager

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

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

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

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

6.8 Mediation. In the event that there is a dispute over any of the provisions of this Agreement, an asserted breach of the Agreement, or a dispute over the applicability or legality of any of the provisions of this Agreement, the parties agree that they will mediate such dispute or asserted breach as a condition precedent to any proceeding brought in any court or administrative forum. The moving party shall provide the other with ten (10) business days written notice and demand for mediation. Mediation shall occur between executive officials of each party who shall have full authority to resolve the dispute or asserted breach. Mediation shall occur at a mutually convenient venue or telephonically at the option of U.S. Communities. The parties shall endeavor to conclude such mediation within forty-five (45) days of the written demand, but may mutually agree in writing to extend this timeframe. If the mediation is not concluded within forty-five (45) days of the written demand, the mediation requirement may be deemed satisfied at the sole discretion of U.S. Communities. In no event shall the mediation bar extend past six (6) months unless agreed to in writing by both parties. The parties shall cover their own costs of mediation.

6.9 Applicable law, Jurisdiction, Venue and Fees. This Agreement shall be governed by the laws of the State of Tennessee and applicable federal law. If, following the mandatory mediation in paragraph 6.8, either party brings against the other any proceeding arising out of this Agreement, that party may bring that proceeding only in the United States District Court for the Middle District of Tennessee, only if there is not federal subject matter jurisdiction or diversity, in the Circuit or Chancery Court for Williamson County, Tennessee. Each party submits to the exclusive jurisdiction of these courts for purposes of any such proceeding and waives any contest to venue. The prevailing party in any such proceeding shall be entitled to recover reasonable attorneys' fees and costs.

7.0 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:
COMMUNITIES PROGRAM MANAGEMENT, LLC,

By_____

Name: Kevin Juhring

Title: President

Date: _____

Supplier:

By_____

Name: _____

Title: _____

Date: _____

EXHIBIT A

MASTER AGREEMENT

(To Be Attached)

EXHIBIT B

SALES REPORT FORMAT

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	178	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1525.50
956000222	178	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2015	3	1	1603.64
956000735	178	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1625.05
956000735	178	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	45090.79
066002010	178	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St	GROTON	CT	06340	20	2015	3	1	318.00
066001854	178	328NA0001051	GROTON CITY OF	Administration	123 A St	GROTON	CT	06340	20	2015	3	1	212.00

SALES REPORT DATA FORMAT					
Column Name	Required	Data Type	Length	Example	Comment
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below
Account No.	Yes	Text	25 max		Depends on supplier account no.
Agency Name	Yes	Text	255 max		Los Angeles County
Dept Name	Optional	Text	255 max		Purchasing Dept
Address	Yes	Text	255 max		
City	Yes	Text	255 max	Los Angeles	Must be a valid City name
State	Yes	Text	2	CA	
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Yes	Number	2	30	See Agency Type Table Below
Year	Yes	Number	4	2010	
Qtr	Yes	Number	1	4	
Month	Yes	Number	2	12	
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas

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

6. MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

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

7. STATE NOTICE ADDENDUM

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

Nationwide:

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

All 50 states in the United States of America:

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

Public Agency Name	State
84th Engineer Battalion	HI
ADMIN. SERVICES OFFICE	HI
ALCOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	HI
Aloha United Way	HI
ALOHACARE	HI
AMERICAN LUNG ASSOCIATION	HI
Angels at Play Preschool & Kindergarten	HI
AOAO Royal Capitol Plaza	HI
ARGOSY UNIVERSITY	HI
ASSOCIATION OF OWNERS OF KUKUI PLAZA	HI
Big Brothers Big Sisters	HI

BISHOP MUSEUM	HI
BOARD OF WATER SUPPLY	HI
BRIGHAM YOUNG UNIVERSITY - HAWAII	HI
BUILDING INDUSTRY ASSOCIATION OF HAWAII	HI
Chamber of Commerce Hawaii	HI
CHAMINADE UNIVERSITY OF HONOLULU	HI
Child and Family Service	HI
CITY AND COUNTY OF HONOLULU	HI
COLLEGE OF THE MARSHALL ISLANDS	HI
Commander, Navy Region Hawaii	HI
Community Empowerment Resources	HI

CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI
COUNTY OF HAWAII	HI
COUNTY OF MAUI	HI
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	HI
DCCA	HI
Defense Information System Agency	HI
DEPARTMENT OF EDUCATION	HI
Department of Veterans Affairs	HI
DOT Airports Division Hilo International Airport	HI
E Malama In Keiki O Lanai	HI
EAH, INC.	HI
EASTER SEALS HAWAII	HI
Ewa Makai Middle School	HI
FAMILY SUPPORT SERVICES OF WEST HAWAII	HI
First United Methodist Church	HI
GOODWILL INDUSTRIES OF HAWAII, INC.	HI
HABITAT FOR HUMANITY MAUI	HI
Haggai Institue	HI
HALE MAHAOLU	HI
HANAHAU`OLI SCHOOL	HI
HAROLD K.L. CASTLE FOUNDATION	HI
HAWAII AGRICULTURE RESEARCH CENTER	HI
Hawaii Area Committee	HI
Hawaii Baptist Academy	HI
Hawaii Bicycling League	HI
Hawaii Carpenters Market Recovery Program Fund	HI
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY	HI
hawaii commerce and consumer affairs	HI
HAWAII EMPLOYERS COUNCIL	HI
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	HI
Hawaii Health Connector	HI
HAWAII HEALTH SYSTEMS CORPORATION	HI
Hawaii Information Consortium	HI
Hawaii Island Humane Society	HI
Hawaii Medical College	HI
HAWAII PACIFIC UNIVERSITY	HI

Hawaii Peace and Justice	HI
Hawaii Psychological Association	HI
HAWAII STATE FCU	HI
HAWAII TECHNOLOGY ACADEMY	HI
Holy Nativity School	HI
Homewise Inc.	HI
Honolulu Community College	HI
Honolulu Fire Department	HI
HONOLULU HABITAT FOR HUMANITY	HI
International Archaeological Research Institute, Inc.	HI
Iolani School	HI
ISLAND SCHOOL	HI
Islands Hospice Inc	HI
IUPAT, DISTRICT COUNCIL 50	HI
Judiciary - State of Hawaii	HI
Kailua High School	HI
Kailua Racquet Club, Ltd.	HI
Kama'aina Care Inc	HI
KAMEHAMEHA SCHOOLS	HI
Kauai Community College	HI
Kauai County Council	HI
Kauai Youth Basketball Association	HI
KE KULA O S. M. KAMAKAU	HI
Keawala'i Congregational Church	HI
KIHEI CHARTER SCHOOL	HI
Kipuka o Ke Ola	HI
KONA PACIFIC PUBLIC CHARTER SCHOOL	HI
Kroc Center Hawaii	HI
Kumpang Lanai	HI
Kumulani Chapel	HI
Kupu	HI
Lanai Community Health Center	HI
Lanai Community Hospital	HI
Lanai Federal Credit Union	HI
Lanai Youth Center	HI
LANAKILA REHABILITATION CENTER INC.	HI
LearningRx Honolulu West	HI
Leeward Community Church	HI
LEEWARD HABITAT FOR HUMANITY	HI
Malama Honua Public Charter School	HI

Manoa Heritage Center	HI
Marine Corps Community Service	HI
MARINE SURF WAIKIKI, INC.	HI
MARYKNOLL SCHOOL	HI
Maui Aids Foundation Inc	HI
MAUI COUNTY COUNCIL	HI
MAUI COUNTY FCU	HI
MAUI ECONOMIC DEVELOPMENT BOARD	HI
MAUI ECONOMIC OPPORTUNITY, INC.	HI
MAUI FAMILY YMCA	HI
Maui High Band Booster Club	HI
Maui Police Department	HI
Montessori Community School	HI
Mutual Housing Association of Hawaii	HI
NA HALE O MAUI	HI
NA LEI ALOHA FOUNDATION	HI
Naalehu Assembly of God	HI
Native Hawaiian Hospitality Association	HI
NETWORK ENTERPRISES, INC.	HI
Office of the Governor	HI
Olanur	HI
One Kalakaua	HI
ORI ANUENUE HALE, INC.	HI
Our Savior Lutheran School	HI
outrigger canoe club	HI
PACIFIC BUDDHIST ACADEMY	HI
PARTNERS IN DEVELOPMENT FOUNDATION	HI
Pohaha I Ka Lani	HI
POLYNESIAN CULTURAL CENTER	HI
Pukalani Baptist Church	HI
PUNAHOU SCHOOL	HI
Puu Heleakala Community Association	HI
Queen Emma Gardens AOA	HI
READ TO ME INTERNATIONAL FOUNDATION	HI
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	HI
Ricoh	HI
ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII	HI
Saint Louis School	HI
School Lunch Program	HI

Silver Dolphin Bistro	HI
SOH- JUDICIARY CONTRACTS AND PURCH	HI
ST JOHN THE BAPTIST	HI
St. Francis Healthcare System	HI
St. Theresa School	HI
STATE DEPARTMENT OF DEFENSE	HI
STATE OF HAWAII	HI
State of Hawaii - Office of Enterprise Technology Services	HI
State of Hawaii Department of Human Services	HI
State of Hawaii Department of Transportation	HI
State of Hawaii-Department of Health-Disability & Communication Access	HI
STATE OF HAWAII, DEPT. OF EDUCATION	HI
Tetrahedron Sourcing	HI
Third Judicial Circuit - State of Hawaii	HI
Tri-Isle RC&D	HI
Tri-Isle Resource Conservation and Development District	HI
Tutu and Me Traveling Preschool	HI
United Chinese Society	HI
UNIVERSITY OF HAWAII AT MANOA	HI
UNIVERSITY OF HAWAII FEDERAL CREDIT UNION	HI
University of the Nations	HI
US Navy	HI
Variety School of Hawaii	HI
W. M. KECK OBSERVATORY	HI
WAIANAEE COMMUNITY OUTREACH	HI
Waimanalo Elementary and Intermediate School	HI
West Maui Community Federal Credit Union	HI
Western Pacific Fisheries Council	HI
YMCA OF HONOLULU	HI
Hawaii County	HI
Honolulu County	HI
Kauai County	HI
Maui County	HI
Kalawao County	HI
Aiea	HI
Anahola	HI
Barbers Point N A S	HI

Camp H M Smith	HI
Captain Cook	HI
Eleele	HI
Ewa Beach	HI
Fort Shafter	HI
Haiku	HI
Hakalau	HI
Haleiwa	HI
Hana	HI
Hanalei	HI
Hanamaulu	HI
Hanapepe	HI
Hauula	HI
Hawaii National Park	HI
Hawaiian Ocean View	HI
Hawi	HI
Hickam AFB	HI
Hilo	HI
Holualoa	HI
Honaunau	HI
Honokaa	HI
Honolulu	HI
Honomu	HI
Hoolehua	HI
Kaaawa	HI
Kahuku	HI
Kahului	HI
Kailua	HI
Kailua Kona	HI
Kalaheo	HI
Kalaupapa	HI
Kamuela	HI
Kaneohe	HI
Kapaa	HI
Kapaau	HI
Kapolei	HI
Kaunakani	HI
Kaunakakai	HI
Kawela Bay	HI
Keaau	HI
Kealakekua	HI

Kealia	HI
Keauhou	HI
Kekaha	HI
Kihei	HI
Kilauea	HI
Koloa	HI
Kualapuu	HI
Kula	HI
Kunia	HI
Kurtistown	HI
Lahaina	HI
Laie	HI
Lanai City	HI
Laupahoehoe	HI
Lawai	HI
Lihue	HI
M C B H Kaneohe Bay	HI
Makawao	HI
Makaweli	HI
Maunaloa	HI
Mililani	HI
Mountain View	HI
Naalehu	HI
Ninole	HI
Ocean View	HI
Ookala	HI
Paauhau	HI
Paauilo	HI
Pahala	HI
Pahoa	HI
Paia	HI
Papaaloa	HI
Papaikou	HI
Pearl City	HI
Pearl Harbor	HI
Pepeekeo	HI
Princeville	HI
Pukalani	HI
Puunene	HI
Schofield Barracks	HI
Tripler Army Medical Center	HI

Volvano	HI
Wahiawa	HI
Waialua	HI
Waianae	HI
Waikoloa	HI
Wailuku	HI
Waimanalo	HI
Waimea	HI
Waipahu	HI
Wake Island	HI
Wheeler Army Airfield	HI
Brigham Young University - Hawaii	HI
Chaminade University of Honolulu	HI
Hawaii Business College	HI
Hawaii Pacific University	HI
Hawaii Technology Institute	HI
Heald College - Honolulu	HI
Remington College - Honolulu Campus	HI
University of Phoenix - Hawaii Campus	HI
Hawaii Community College	HI
Honolulu Community College	HI
Kapiolani Community College	HI
Kauai Community College	HI
Leeward Community College	HI
Maui Community College	HI
University of Hawaii at Hilo	HI
University of Hawaii at Manoa	HI
Windward Community College	HI
123d Fighter Squadron	OR
211INFO	OR
300 Main Inc	OR
1000 FRIENDS OF OREGON	OR
A FAMILY FOR EVERY CHILD	OR
A Hope For Autism Foundation	OR
A Jesus Church Family	OR
A. C. Gilbert's Discovery Village	OR
A&I Benefit Plan Administrators, Inc.	OR
ABIQUA SCHL	OR
Abuse Recovery Ministry & Services	OR
Access Inc	OR
ACUMENTRA HEALTH	OR

Adapt	OR
ADDICTIONS RECOVERY CENTER, INC	OR
Adelante Mujeres	OR
advocate care	OR
African American Health Coaliton, Inc.	OR
Agia Sophia Academy	OR
Aging and People with Disabilities	OR
Albany Partnership for Housing and Community Development	OR
Albany Police Department	OR
Albertina Kerr Centers	OR
Aldersgate Camps and Retreats	OR
All God's Children International	OR
ALLFOURONE/CRESTVIEW CONFERENCE CTR.	OR
ALLIANCE CHARTER ACADEMY	OR
Alpha Lambda House Corporation	OR
Alvord Taylor	OR
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	OR
ALZHEIMERS NETWORK OF OREGON	OR
Amani Center	OR
American Legion Aloha Post 104	OR
American Tinnitus Association	OR
Amity Fire District	OR
Amity School District 4-J	OR
Ananda Center at Laurelwood	OR
ANGELL JOB CORPS	OR
Apostolic Church of Jesus Christ	OR
ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	OR
ARLINGTON SCHOOL DISTRICT NO. 3	OR
Ascension Episcopal Parish	OR
Ashbrook Independent School	OR
Ashland Art Center	OR
ASHLAND COMMUNITY HOSPITAL	OR
ASHLAND PUBLIC SCHLS	OR
Association of Oregon Community Mental Health Programs	OR
Association of Oregon Corrections Employees, Inc.	OR
ASSOCIATION OF OREGON COUNTIES	OR

ASTORIA SCHOOL DISTRICT 1C	OR
ATHENA LIBRARY FRIENDS ASSOCIATION	OR
Athena Weston School District 29RJ	OR
Aurora Rural Fire District	OR
Auxiliary services	OR
AVON	OR
Bags of Love	OR
Baker County	OR
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	OR
Baker Elks	OR
BAKER SCHOOL DISTRICT 5-J	OR
BANDON SCHOOL DISTRICT	OR
Banks Fire District #13	OR
BANKS SCHOOL DISTRICT	OR
BARLOW YOUTH FOOTBALL	OR
Barter Union International	OR
BAY AREA FIRST STEP, INC.	OR
BAY AREA HOSPITAL DISTRICT	OR
Bay Area Labor Center	OR
Beaverton Christians Church	OR
Beaverton Rock Creek Foursquare Church	OR
BEAVERTON SCHOOL DISTRICT	OR
Bend Elks Lodge 1371	OR
Bend International School	OR
Bend Metro Park & Recreation District	OR
Bend Park and Recreation District	OR
BEND-LA PINE SCHOOL DISTRICT	OR
Bend-La Pine Schools	OR
BENTON COUNTY	OR
BENTON HOSPICE SERVICE	OR
Benton Soil & Water Conservation District	OR
Best Care Treatment Center	OR
Beta Omega Alumnae	OR
BETHEL CHURCH OF GOD	OR
Bethel School District #52	OR
Bethesda Lutheran Church	OR
Bethlehem Christian Pre-School	OR
BIENESTAR, INC.	OR
BILL HUNT	OR
Billy Webb Elks lodge #1050	OR
BioGift Anatomical	OR

BIRCH COMMUNITY SERVICES, INC.	OR
BIRTHINGWAY COLLEGE OF MIDWIFERY	OR
BLACHLY LANE ELECTRIC COOPERATIVE	OR
Blachly-Lane Electric Co-op	OR
Blanchet House of Hospitality	OR
BLIND ENTERPRISES OF OREGON	OR
BLUE MOUNTAIN COMMUNITY COLLEGE	OR
BNAI BRITH CAMP	OR
BOARD OF MEDICAL EXAMINERS	OR
Boardman Rural Fire Protection District	OR
Bob Belloni Ranch, Inc.	OR
BONNEVILLE ENVIRONMENTAL FOUNDATION	OR
Bonneville Power Administration	OR
Boys & Girls Club of Corvallis	OR
Boys & Girls Club of Salem, Marion & Polk Counties	OR
Boys & Girls Clubs of Emerald Valley	OR
Boys and Girls Club of the rogue valley	OR
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	OR
Breast Friends	OR
Bridgeport Community Chapel	OR
Bridges to Change	OR
BROAD BASE PROGRAMS INC.	OR
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	OR
Brookings Elks Lodge	OR
Brookings Fire / Rescue	OR
Brookings Harbor Christian School	OR
Brookings- Harbor School District 17c	OR
Brooklyn Primary PTO	OR
Building Healthy Family	OR
Bureau Of Land Management	OR
Burns Paiute Tribe	OR
Butte Creek Scout Ranch	OR
Butte Falls School District	OR
Calvary Assembly of God	OR
Camelto Theatre Company	OR
Camp Fire Columbia	OR
CANBY FOURSQUARE CHURCH	OR
CANBY SCHOOL DISTRICT	OR

Canby School District No 86	OR
Canby Utility	OR
CANCER CARE RESOURCES	OR
Cannon Beach Fire	OR
CANYONVILLE CHRISTIAN ACADEMY	OR
Cappella Romana	OR
CARE OREGON	OR
CASA of Marion County	OR
cascade AIDS	OR
Cascade Health Solutions	OR
Cascade Height Public Charter School PTA	OR
Cascade Housing Association	OR
CASCADE SCHOOL DISTRICT	OR
CASCADES ACADEMY OF CENTRAL OREGON	OR
CASCADES WEST FINANCIAL SERVICES IN	OR
CASCADIA BEHAVIORAL HEALTHCARE	OR
CASCADIA REGION GREEN BUILDING COUNCIL	OR
CATHOLIC CHARITIES	OR
CATHOLIC COMMUNITY SERVICES	OR
CCI Enterprises Inc	OR
Cedar Hills Baptist Church	OR
CEDAR MILL COMMUNITY LIBRARY	OR
Cedar Sinai Park-Robison Jewish Healthcare	OR
CENTENNIAL SCHOOL DISTRICT	OR
CENTER FOR COMMUNITY CHANGE	OR
Center For Continuous Improvement	OR
Center for Family Development	OR
Center for Human Development	OR
CENTER FOR RESEARCH TO PRACTICE	OR
CENTRAL BIBLE CHURCH	OR
CENTRAL CATHOLIC HIGH SCHOOL	OR
CENTRAL CITY CONCERN	OR
CENTRAL CURRY SCHL DIST#1	OR
CENTRAL DOUGLAS COUNTY FAMILY YMCA	OR
Central Lincoln People's Utility District	OR
CENTRAL OREGON COMMUNITY COLLEGE	OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR

CENTRAL OREGON IRRIGATION DISTRICT	OR
Central Oregon Visitors Association	OR
CENTRAL POINT SCHOOL DISTRICT NO. 6	OR
Central Presbyterian Church	OR
CENTRAL SCHOOL DISTRICT 13J	OR
Central School District 13J (Polk County, Oregon)	OR
CHEHALEM PARK AND RECREATION DISTRICT	OR
CHEMEKETA COMMUNITY COLLEGE	OR
Child Evangelism Fellowship	OR
CHILDPEACE MONTESSORI	OR
Children's Relief Nursery	OR
Childsworld Learning Center	OR
Christian Church of Woodburn	OR
Christians As Family Adovates	OR
Church of Christ	OR
CITY BIBLE CHURCH	OR
CITY COUNTY INSURANCE SERVICES	OR
City Govrnment	OR
CITY OF ADAIR VILLAGE	OR
CITY OF ALBANY	OR
CITY OF ASHLAND	OR
City of Astoria Fire Department	OR
CITY OF ASTORIA OREGON	OR
City of Astoria Parks Dept.	OR
CITY OF AUMSVILLE	OR
CITY OF AURORA	OR
City of Baker City	OR
City of Banks	OR
CITY OF BEAVERTON	OR
City Of Bend	OR
CITY OF BOARDMAN	OR
CITY OF BURNS	OR
CITY OF CANBY	OR
CITY OF CANNON BEACH OR	OR
CITY OF CANYONVILLE	OR
City of Carlton	OR
City of Cascade Locks	OR
City of Central Point Parks and Recreation	OR
CITY OF CENTRAL POINT POLICE DEPARTMENT	OR

CITY OF CLATSKANIE	OR
CITY OF COBURG	OR
City of Columbia City	OR
CITY OF CONDON	OR
CITY OF COOS BAY	OR
City of Cornelius, OR	OR
CITY OF CORVALLIS	OR
City of Corvallis Parks and Recreation	OR
CITY OF COTTAGE GROVE	OR
CITY OF CRESWELL	OR
CITY OF DALLAS	OR
CITY OF DAMASCUS	OR
City of Dayton	OR
City of Donald	OR
CITY OF DUNDEE	OR
City of Durham	OR
CITY OF EAGLE POINT	OR
CITY OF ECHO	OR
CITY OF ESTACADA	OR
City of Eugene	OR
CITY OF EUGENE	OR
CITY OF FAIRVIEW	OR
CITY OF FALLS CITY	OR
City of Florence	OR
City of Forest Grove	OR
CITY OF GATES	OR
CITY OF GEARHART	OR
CITY OF GERVAIS	OR
CITY OF GOLD HILL	OR
CITY OF GRANTS PASS	OR
CITY OF GRESHAM	OR
CITY OF HALSEY	OR
CITY OF HAPPY VALLEY	OR
City of Harrisburg	OR
CITY OF HEPPNER	OR
CITY OF HERMISTON	OR
CITY OF HILLSBORO	OR
CITY OF HOOD RIVER	OR
City of Independence	OR
CITY OF JOHN DAY	OR
City of Joseph	OR

City of junction city	OR
CITY OF KLAMATH FALLS	OR
CITY OF LA GRANDE	OR
CITY OF LAKE OSWEGO	OR
CITY OF LAKESIDE	OR
CITY OF LEBANON	OR
CITY OF LINCOLN CITY	OR
CITY OF MADRAS	OR
CITY OF MALIN	OR
CITY OF MCMINNVILLE	OR
CITY OF MEDFORD	OR
CITY OF MILL CITY	OR
CITY OF MILLERSBURG	OR
City of Milton-Freewater	OR
CITY OF MILWAUKIE	OR
City Of Molalla	OR
City of Monmouth	OR
City of Monmouth / Public Works	OR
CITY OF MORO	OR
CITY OF MOSIER	OR
City of Mt. Angel	OR
City of Nehalem	OR
CITY OF NEWBERG	OR
CITY OF NORTH PLAINS	OR
City of North Powder	OR
City of Ontario	OR
CITY OF OREGON CITY	OR
City of Pendleton Convention Center	OR
City of Pendleton Parks & Recreation	OR
City of Philomath	OR
CITY OF PHOENIX	OR
CITY OF PILOT ROCK	OR
CITY OF PORT ORFORD	OR
CITY OF PORTLAND	OR
City of Portland Parks Bureau	OR
CITY OF POWERS	OR
CITY OF PRAIRIE CITY	OR
CITY OF REDMOND	OR
CITY OF REEDSPORT	OR
City of Richland	OR
CITY OF RIDDLE	OR

CITY OF SALEM	OR
City of Salem Fire Department	OR
CITY OF SANDY	OR
CITY OF SCAPPOOSE	OR
CITY OF SCIO	OR
CITY OF SEASIDE	OR
City of Seaside Police Department	OR
CITY OF SHADY COVE	OR
City of Sheridan	OR
CITY OF SHERWOOD	OR
CITY OF SILVERTON	OR
City of Sodaville	OR
CITY OF SPRINGFIELD	OR
City of St. Helens	OR
CITY OF ST. PAUL	OR
CITY OF STAYTON	OR
City of Sublimity	OR
CITY OF SWEETHOME	OR
City of Talent	OR
CITY OF THE DALLES	OR
CITY OF TIGARD, OREGON	OR
City of Troutdale	OR
CITY OF TUALATIN, OREGON	OR
City of Union	OR
City of Veneta	OR
CITY OF WARRENTON	OR
CITY OF WEST LINN/PARKS	OR
City of Westfir	OR
CITY OF WILSONVILLE	OR
CITY OF WINSTON	OR
CITY OF WOOD VILLAGE	OR
CITY OF WOODBURN	OR
CITY OF YACHATS	OR
City of Yoncalla	OR
CLACKAMAS COMMUNITY COLLEGE	OR
clackamas county	OR
Clackamas County Disaster Management	OR
Clackamas County Juvenile Dept	OR
Clackamas County Service District # 1/Tri-City Service District	OR
Clackamas County Water Environment Services	OR

CLACKAMAS EDUCATION SERVICE DISTRICT	OR
CLACKAMAS FIRE DIST#1	OR
Clackamas River Trout Unlimited	OR
CLACKAMAS RIVER WATER	OR
Clackamas River Water Providers	OR
CLACKAMS COUNTY COMMUNITY CORRECTIONS	OR
CLASSROOM LAW PROJECT	OR
Clatskanie People's Utility District	OR
Clatskanie RFPD	OR
CLATSKANIE SCHL DIST #6J	OR
Clatsop Behavioral Healthcare	OR
Clatsop Care Health District-Clatsop Retirement Village	OR
Clatsop Community College	OR
CLATSOP COUNTY	OR
Clatsop County Sheriff's Office	OR
Clean Slate Canine Rescue & Rehabilitation	OR
CLEAN WATER SERVICES	OR
Clear Creek Middle School	OR
Coalition for a Livable Future	OR
COAST REHABILITATION SERVICES	OR
Coastal Family Health Center	OR
COLLEGE HOUSING NORTHWEST	OR
College Possible	OR
College United Methodist Church	OR
COLTON SCHL DIST 53	OR
COLUMBIA 911 COMMUNICATIONS DISTRICT	OR
Columbia Academy	OR
COLUMBIA CHRISTIAN SCHOOL	OR
COLUMBIA COMMUNITY MENTAL HEALTH	OR
COLUMBIA COUNTY, OREGON	OR
COLUMBIA GORGE COMMUNITY COLLEGE	OR
columbia gorge discovery center and museum	OR
Columbia Gorge ESD	OR
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON	OR
Columbia River Fire & Rescue	OR
Columbia River Inter-tribal Fish Commission	OR
COLUMBIA RIVER PUD	OR

COMMUNITY ACTION ORGANIZATION	OR
COMMUNITY ACTION TEAM, INC.	OR
COMMUNITY CANCER CENTER	OR
Community Connection of Northeast Oregon, Inc.	OR
Community Energy Project	OR
COMMUNITY HEALTH CENTER, INC	OR
Community in Action	OR
Community Shelter and Assistance Corporation	OR
COMMUNITY VETERINARY CENTER	OR
CONCORDIA UNIV	OR
CONFEDERATED TRIBES OF GRAND RONDE	OR
Confederated Tribes of Warm Springs	OR
Confederation of Oregon School Administrators	OR
CONFLUENCE ENVIRONMENTAL CENTE	OR
CONSERVATION BIOLOGY INSTITUTE	OR
Constructing Hope Pre-Apprenticeship Program	OR
Consumers Power Inc.	OR
CONTEMPORARY CRAFTS MUSEUM AND GALLERY	OR
Coos Art Museum	OR
COOS BAY SCHOOL DISTRICT	OR
COOS BAY SCHOOL DISTRICT NO.9	OR
coos county	OR
Coquille Economic Development Corporation	OR
Coquille Indian Housing Authority	OR
COQUILLE SCHOOL DISTRICT 8	OR
Corban College	OR
CORBETT SCHL DIST #39	OR
Corvallis Caring Place	OR
CORVALLIS MOUNTAIN RESCUE UNIT	OR
Corvallis School District 509J	OR
Corvallis Waldorf School	OR
COUNTY OF YAMHILL SCHOOL DISTRICT 29	OR
Cove City Hall	OR
COVENANT CHRISTIAN HOOD RIVER	OR
crescent grove cemetery	OR
CRESWELL SCHOOL DISTRICT	OR

CROOK COUNTY ROAD DEPARTMENT	OR
CROOK COUNTY SCHOOL DISTRICT	OR
Crooked River Ranch Rural Fire Protection District	OR
CROSSROADS CHRISTIAN SCHOOL	OR
CS LEWIS ACADEMY	OR
CULVER SCHOOL DISTRICT NO.	OR
Curry County Habitat for Humanity	OR
CURRY COUNTY OREGON	OR
Curry Health Network	OR
Curry Public Transit Inc	OR
Dallas Church	OR
DALLAS SCHOOL DISTRICT NO. 2	OR
DAVID DOUGLAS SCHOOL DISTRICT	OR
Dayspring Fellowship	OR
Daystar Education, Inc.	OR
Dayton Christian Church	OR
DAYTON SCHOOL DISTRICT NO.8	OR
DE LA SALLE N CATHOLIC HS	OR
DECISION SCIENCE RESEARCH INSTITUTE, INC.	OR
Deer Creek Elementary School	OR
Deer Meadow Assisted Living	OR
DELIGHT VALLEY CHURCH OF CHRIST	OR
Delphian School	OR
Department of Administrative Services	OR
DePaul Treatment Centers, Inc.	OR
DESCHUTES COUNTY	OR
DESCHUTES COUNTY RFPD NO.2	OR
DESCHUTES COUNTY SD NO.6 - SISTERS SD	OR
DESCHUTES PUBLIC LIBRARY	OR
DESCHUTES PUBLIC LIBRARY SYSTEM	OR
DFHFJDG	OR
Dial-A-Bus	OR
Direction Service, Inc.	OR
Disjecta Contemporary Art Center	OR
DOGS FOR THE DEAF, INC.	OR
DOUGLAS COUNTY	OR
DOUGLAS COUNTY SCHOOL DISTRICT 116	OR
DOUGLAS EDUCATION SERVICE DISTRICT	OR

DOUGLAS ELECTRIC COOPERATIVE, INC.	OR
DOUGLAS FOREST PROTECTIVE	OR
Dove Medical	OR
Dress for Success Oregon	OR
DrupalCon Inc., DBA Drupal Association	OR
Dufur Christian Church	OR
DUFUR SCHOOL DISTRICT NO.29	OR
Eagle Point School District #9	OR
Eagle point school district #9	OR
EagleRidge High School	OR
Early College High School	OR
EAST HILL CHURCH	OR
EAST MULTNOMAH SOIL AND WATER CONSERVANCY	OR
East River Fellowship	OR
EAST SIDE FOURSQUARE CHURCH	OR
EAST WEST MINISTRIES INTERNATIONAL	OR
Eastern Oregon Alcoholism Foundation	OR
EAsern Oregon Trade and Event Center	OR
EASTERN OREGON UNIVERSITY	OR
Echo School District	OR
Echo Theater Company	OR
Ecola Bible School	OR
Ecotrust	OR
EDUCATION NORTHWEST	OR
Education Travel & Culture, Inc.	OR
EDUCATIONAL POLICY IMPROVEMENT CENTER	OR
Edwards Center Inc	OR
eickhoff dev co inc	OR
ELAW	OR
Elderhealth and Living	OR
Elgin school dist.	OR
ELKTON SCHOOL DISTRICT NO.34	OR
ELMIRA CHURCH OF CHRIST	OR
Emerald Media Group	OR
EMERALD PUD	OR
Emmanuel Bible Church	OR
EMMAUS CHRISTIAN SCHOOL	OR
EN AVANT, INC.	OR
Energy Trust of Oregon	OR
ENTERPRISE FOR EMPLOYMENT	OR

AND EDUCATION	
environmental law alliance worldwide	OR
EPUD-Emerald People's Utility District	OR
Estacada Rural Fire District	OR
ESTACADA SCHOOL DISTRICT NO.108	OR
EUGENE BALLET COMPANY	OR
Eugene Builders Exchange	OR
EUGENE CHRISTIAN FELLOWSHIP	OR
Eugene Country Club	OR
Eugene Swim and Tennis Club	OR
EUGENE SYMPHONY ASSOCIATION, INC.	OR
EUGENE WATER & ELECTRIC BOARD	OR
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.	OR
Evergreen Wings and Waves	OR
FACILITIES	OR
FAIRFIELD BAPTIST CHURCH	OR
FAITH CENTER	OR
Faith Christian Fellowship	OR
FAITHFUL SAVIOR MINISTRIES	OR
Falls City School District #57	OR
FAMILIES FIRST OF GRANT COUNTY, INC.	OR
Family Building Blocks	OR
FAMILY CARE INC	OR
FANCONI ANEMIA RESEARCH FUND INC.	OR
FARMWORKER HOUSING DEV CORP	OR
Farmworkers Housing Development Corporation	OR
Feral Cat Awareness Team	OR
Fern Ridge Library District	OR
Fern Ridge School District 28J	OR
First Baptist Church	OR
First Baptist Church of Enterprise	OR
FIRST BAPTIST CHURCH OF EUGENE	OR
FIRST CHRISTIAN CHURCH	OR
FIRST CHURCH OF THE NAZARENE	OR
First Congregational Chrch	OR
First Evangelical Presbyterian Church of Oregon City	OR
First Lutheran Church of Astoria	OR
First Presbyterian Church of La Grande	OR

FIRST UNITARIAN CHURCH	OR
First United Methodist Church	OR
First United Presbyterian Church	OR
FLORENCE AREA CHAMBER OF COMMERCE	OR
Florence Police Department	OR
Florence United Methodist Church	OR
Food for Lane County	OR
FORD FAMILY FOUNDATION	OR
FOREST GROVE SCHOOL DISTRICT	OR
Forest Park Conservancy	OR
FOSSIL SCHOOL DISTRICT 21J	OR
FOUNDATIONS FOR A BETTER OREGON	OR
Fr. Bernard Youth Center	OR
French American International School	OR
French American School	OR
Friendly House, Inc.	OR
Friends for Animals	OR
Friends of Driftwood Library	OR
FRIENDS OF THE CHILDREN	OR
Friends of the Opera House	OR
Full Access	OR
fund for christain charity	OR
Fund For Christian Charity	OR
Fur Footed Rescue, Inc.	OR
G.O.B.H.I	OR
Garten Services Inc	OR
GASTON RURAL FIRE DEPARTMENT	OR
GASTON SCHOOL DISTRICT 511J	OR
Gates Community Church of Christ	OR
Gateway Prebyterian Church	OR
GATEWAY TO COLLEGE NATIONAL NETWORK	OR
Gearhart Fire Department	OR
GeerCrest Farm & Historical Society	OR
GEN CONF OF SDA CHURCH WESTERN OR	OR
GEORGE FOX UNIVERSITY	OR
GERVAIS SCHOOL DIST. #1	OR
GILLIAM COUNTY	OR
GILLIAM COUNTY OREGON	OR
Girl Scouts of Oregon and SW Washington, Inc.	OR

GLADSTONE POLICE DEPARTMENT	OR
Gladstone Public Library	OR
GLADSTONE SCHOOL DISTRICT	OR
Gladstone Senior Center	OR
GLENDALE RURAL FIRE DISTRICT	OR
GLENDALE SCHOOL DISTRICT	OR
GLIDE SCHOOL DISTRICT NO.12	OR
GOAL ONE COALITION	OR
God""s Storehouse Pantry	OR
GOLD BEACH POLICE DEPARTMENT	OR
Golf Charities Foundation, Inc.	OR
Gollux	OR
Good Samaritan Ministries	OR
Good Samaritan Ministry	OR
GOOD SHEPHERD COMMUNITIES	OR
Good Shepherd Medical Center	OR
Goodwill Industries of Lane and South Coast	OR
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	OR
GRACE BAPTIST CHURCH	OR
Grace Baptist Church of St. Helens, Lil Learners Preschool	OR
Grace Christian Fellowship	OR
Grace Community Church	OR
Grace Lutheran Church of Molalla	OR
Grace Lutheran School	OR
Grand View Baptist Church	OR
Grande Ronde Model Watershed Foundation	OR
Grant Community School	OR
Grant County Economic Developement	OR
GRANT COUNTY, OREGON	OR
GRANT PARK CHURCH	OR
Grantmakers for Education	OR
GRANTS PASS MANAGEMENT SERVICES, DBA	OR
GRANTS PASS SCHOOL DISTRICT 7	OR
Grants Pass Seventh-day Adventist Church	OR
Great Portland Bible	OR
GREATER ALBANY PUBLIC SCHOOL DISTRICT	OR
GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR
Greater Portland INC	OR

Green Electronics Council	OR
Greenleaf Industries	OR
Gresham Police Department	OR
GRESHAM-BARLOW SCHOOL DISTRICT	OR
GWPMs	OR
HALFWAY HOUSE SERVICES, INC.	OR
Halsey-Shedd Fire District	OR
Happy Canyon Company	OR
Harney County Community Corrections	OR
HARNEY COUNTY SCHOOL DIST. NO.3	OR
HARNEY COUNTY SHERIFFS OFFICE	OR
HARNEY EDUCATION SERVICE DISTRICT	OR
HARRISBURG SCHL DIST	OR
Harvest Church	OR
HEAD START OF LANE COUNTY	OR
Health Share of Oregon	OR
HEARING AND SPEECH INSTITUTE INC	OR
Heartfelt Obstetrics & Gynecology	OR
Helix School Dist #1 R	OR
Helix School District	OR
HELP NOW! ADVOCACY CENTER	OR
Hemp Shield	OR
HERITAGE CHRISTIAN SCHOOL	OR
Hermiston Christian Center & School	OR
Hermiston Fire & Emergency Svcs	OR
hermiston school district	OR
HHoly Trinity Greek Orthodox Cathedral	OR
HIGH DESERT EDUCATION SERVICE DISTRICT	OR
hillsboro school district	OR
Hinson Baptist Church	OR
Historical Outreach Foundation	OR
HIV ALLIANCE, INC	OR
HOLT INTL CHILD	OR
Holy Family Academy	OR
Home Builders	OR
homeforward	OR
HOOD RIVER COUNTY	OR
HOOD RIVER COUNTY SCHOOL DISTRICT	OR
HOODLAND FIRE DISTRICT NO.74	OR

Hope chinese charter	OR
Hope Church of The Assemblies of God Albany Oregon	OR
HOPE LUTHERAN CHURCH	OR
HOPE POINT CHURCH	OR
HOSANNA CHRISTIAN SCHL	OR
Hospice Center Bend La Pine	OR
House of Prayer for All Nations	OR
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OR
HOUSING AUTHORITY OF CLACKAMAS COUNTY	OR
Housing Authority of Douglas County	OR
HOUSING AUTHORITY OF LINCOLN COUNTY	OR
HOUSING AUTHORITY OF PORTLAND	OR
HOUSING AUTHORITY OF THE CITY OF SALEM	OR
Housing Authority of Yamhill County	OR
Housing Development Center	OR
HOUSING NORTHWEST	OR
Human Solutions, Inc.	OR
IBEW280	OR
Ike Box Cafe	OR
Illinois Valley Fire District	OR
Imbler School District #11	OR
Immanuel Lutheran School	OR
Incite Incorporated	OR
Independent Development Enterprise Alliance	OR
Independent Environments Inc	OR
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	OR
Insight School of Oregon Painted Hills	OR
Institute of Technology	OR
Instituto de Cultura y Arte In Xochitl In Cuicatl	OR
INTER MOUNTAIN ESD	OR
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	OR
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OR
InventSuccess	OR
IONE HIGH SCHOOL	OR
IRCO	OR

JACKSON CO SCHOOL DIST NO.9	OR
jackson county	OR
Jackson County School District No. 5	OR
Jackson-Josephine 4-C Council	OR
Jason Lee Manor/UMRC	OR
JASPER MOUNTAIN	OR
JEFFERSON COUNTY	OR
JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR
Jefferson Park and Recreation	OR
JEFFERSON SCHOOL DISTRICT	OR
JENCO INTERNATIONAL, INC.	OR
JESUIT HIGH SCHL EXEC OFC	OR
Jesus Pursuit Church	OR
Joseph School District	OR
josephine county	OR
Josephine County Public Works	OR
Joy Church Eugene	OR
Joyful Servant Lutheran Church	OR
Junction City High School	OR
Junction City/Harrisburg/Monroe Habitat for Humanity	OR
JUNIOR ACHIEVEMENT	OR
Kairos	OR
Kartini Clinic	OR
Kbps Public Radio	OR
Keizer Fire District	OR
KEIZER POLICE DEPARTMENT	OR
Kid Time	OR
KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR
Kids Unllimited Academy	OR
Kilchis House	OR
KLAMATH COMMUNITY COLLEGE DISTRICT	OR
klamath county	OR
KLAMATH COUNTY 9-1-1	OR
Klamath County Association of Realtors	OR
Klamath County Fire District No. 1	OR
Klamath County School District	OR
KLAMATH FALLS CITY SCHOOLS	OR
KLAMATH HOUSING AUTHORITY	OR
Klamath Siskiyou Wildlands Center	OR
Knova Learning	OR

Korean Central Covenant Church of Eugene	OR
L""Etoiile French Immersion School	OR
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	OR
La Grande Church of the Nazarene	OR
La Grande Family Practice	OR
La Grande Foursquare Church	OR
La Grande Police Department	OR
LA GRANDE SCHOOL DISTRICT	OR
LA GRANDE SCHOOL DISTRICT 001	OR
LA GRANDE UNITED METHODIST CHURCH	OR
La Pine Chamber of Commerce	OR
La Pine Park & Recreation District	OR
Lake Chinook Fire & Rescue	OR
LAKE COUNTY	OR
Lake County Chamber of Commerce Inc	OR
Lake Grove Presbyterian Church	OR
Lake Oswego Montessori School	OR
LAKE OSWEGO SCHOOL DISTRICT 7J	OR
LANE COMMUNITY COLLEGE	OR
Lane Council of Governments	OR
LANE COUNTY	OR
LANE COUNTY SCHOOL DISTRICT 4J	OR
LANE COUNTY SCHOOL DISTRICT 69	OR
Lane County Sheriff""s Office	OR
LANE EDUCATION SERVICE DISTRICT	OR
LANE ELECTRIC COOPERATIVE	OR
LANE MEMORIAL BLOOD BANK	OR
LANE TRANSIT DISTRICT	OR
LANECO FEDERAL CREDIT UNION	OR
LAUREL HILL CENTER	OR
LEAGUE OF OREGON CITIES	OR
League of Women Voters	OR
LEBANON COMMUNITY SCHOOLS NO.9	OR
Legacy Mt. Hood Medical Center	OR
Legal Aid Services of Oregon LITC	OR
LEWIS AND CLARK COLLEGE	OR
Lewis and Clark Rural Fire Protection District	OR
Life Flight Network LLC	OR
LifeSource	OR

LIFEWORKS NW	OR
Lincoln City Chamber of Commerce	OR
LINCOLN COUNTY	OR
LINCOLN COUNTY SCHOOL DISTRICT	OR
LINFIELD COLLEGE	OR
Linn Benton Lincoln Educational Services District	OR
LINN CO. SCHOOL DIST. 95C - SCIO SD	OR
LINN COUNTY	OR
Linn County Sheriff Office	OR
LINN-BENTON COMMUNITY COLLEGE	OR
LINN-BENTON-LINCOLN ESD	OR
Literary Expectations dba Moore Academy	OR
Little Promises Children's Program	OR
Living Opportunities, Inc.	OR
LIVING WAY FELLOWSHIP	OR
Living Word Christian Center	OR
LIVINGSTONE ADVENTIST ACADEMY	OR
Local 290	OR
LOCAL GOVERNMENT PERSONNEL INSTITUTE	OR
Long Creek School District	OR
Long Tom Watershed Council	OR
LOOKING GLASS YOUTH AND FAMILY SERVICES	OR
Love Thy Neighbor services	OR
Lowell Rural Fire Protection District	OR
LOWELL SCHOOL DISTRICT NO.71	OR
Lower Columbia Estuary Partnership	OR
LUCKIAMUTE VALLEY CHARTER SCHOOLS	OR
Lucky Paws Rescue	OR
LUKE DORF INC	OR
MACDONALD CENTER	OR
Mainstage Theatre Company	OR
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	OR
MALIN COMMUNITY PARK AND RECREATION DISTRICT	OR
Maranatha Church	OR
MARCOLA SCHL DIST	OR
MARCOLA SCHOOL DISTRICT 079J	OR
MARION COUNTY , SALEM, OREGON	OR

MARION COUNTY FIRE DISTRICT #1	OR
MARION COUNTY HEALTH DEPT	OR
MARION COUNTY HOUSING AUTHORITY	OR
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	OR
Marist Catholic High School	OR
Marist High School	OR
MARYLHURST UNIVERSITY	OR
Mastery Learning Institute	OR
Math Learning Center, The	OR
McKay High School	OR
McKenzie Personnel Systems	OR
McKenzie River Trust	OR
MCKENZIE SCHOOL DISTRICT 068	OR
MCKENZIEWATERSHED COUNCIL	OR
McMinnville Adventist Christian School	OR
McMinnville Police Department	OR
MCMINNVILLE SCHOOL DISTRICT NO.40	OR
McMinnville Water & Light	OR
MEALS ON WHEELS PEOPLE, INC.	OR
MECOP Inc.	OR
Mederi Foundation DBA Mederi Center for Natural Healing	OR
MEDFORD SCHOOL DISTRICT 549C	OR
MEDFORD WATER COMMISSION	OR
MEDICAL TEAMS INTL	OR
MENNONITE HOME OF ALBANY INC	OR
Mental Health for Children, Inc.	OR
Merchants Exchange of Portland, Oregon	OR
Mercy Flights, Inc.	OR
METRO	OR
METRO HOME SAFETY REPAIR PROGRAM	OR
METROEAST COMMUNITY MEDIA	OR
Metropolitan Contractor Improvement Partnership	OR
METROPOLITAN EXPOSITION-RECREATION COMMISSION	OR
METROPOLITAN FAMILY SERVICE	OR
Mid Columbia Childrens Council	OR
MID COLUMBIA COUNCIL OF GOVERNMENTS	OR
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL	OR

Mid Rogue Imaging Center	OR
Mid Willamette Valley Community Action	OR
MID-COLUMBIA CENTER FOR LIVING	OR
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	OR
Mill City RFPD	OR
Milton-Freewater Unified School District No 7	OR
Milwaukie-Portland Lodge No.142 Benevolent and Protective Order of Elk	OR
Mission Increase Foundation	OR
MITCH CHARTER SCHOOL	OR
MOLALLA RIVER ACADEMY	OR
Molalla River School District	OR
MOLALLA RIVER SCHOOL DISTRICT NO.35	OR
Molalla Rural Fire Protection District	OR
Monet's Children's Circle	OR
MONMOUTH - INDEPENDENCE NETWORK	OR
MONROE SCHOOL DISTRICT NO.1J	OR
monument school	OR
MORNING STAR MISSIONARY BAPTIST CHURCH	OR
MORRISON CHILD AND FAMILY SERVICES	OR
MORROW COUNTY	OR
MORROW COUNTY SCHOOL DISTRICT	OR
MOSAIC CHURCH	OR
Mosier Community School	OR
Mount Angel Abbey	OR
Mount Pisgah Arboretum	OR
Mountain Valley Therapy	OR
Mountain View Academy	OR
MSB	OR
Mt Emily Safe Center	OR
Mt Hood Hospice	OR
MT. ANGEL SCHOOL DISTRICT NO.91	OR
MT. HOOD COMMUNITY COLLEGE	OR
MT.SCOTT LEARNING CENTERS	OR
Muddy Creek Charter School	OR
MULTISENSORY LEARNING ACADEMY	OR
MULTNOMAH BIBLE COLLEGE	OR

MULTNOMAH COUNTY	OR
Multnomah County Department of Community Justice	OR
Multnomah County Dept of County Assets	OR
MULTNOMAH EDUCATION SERVICE DISTRICT	OR
MULTNOMAH LAW LIBRARY	OR
MULTONAH COUNTY DRAINAGE DISTRICT #1	OR
MYRTLE POINT SCHOOL DISTRICT NO.41	OR
NAMI LANE COUNTY	OR
NAMI of Washington County	OR
NAMI OREGON	OR
National Christian Community Foundation	OR
NATIONAL COLLEGE OF NATURAL MEDICINE	OR
NATIONAL PSORIASIS FOUNDATION	OR
NATIONAL WILD TURKEY FEDERATION	OR
Native American Youth and Family Center Early College Academy	OR
NEAH KAH NIE WATER DISTRICT	OR
NEAH-KAH-NIE DISTRICT NO.56	OR
NEDCO	OR
Nehalem Bay House	OR
Nehalem Bay Wastewater	OR
NEHALEM ELEMENTARY SCHOOL	OR
NEIGHBORIMPACT	OR
Neskwin Valley School	OR
NESTUCCA VALLEY SCHOOL DISTRICT NO.101	OR
Netarts Water District	OR
Netarts-Oceanside RFPD	OR
Network Charter School	OR
New Artists Performing Arts Productions, Inc.	OR
NEW AVENUES FOR YOUTH INC	OR
New Hope Christain College	OR
NEW HOPE COMMUNITY CHURCH	OR
New Horizon Christian School	OR
New Life Baptist Church	OR
New Life Fellowship Church of God	OR
NEWBERG FRIENDS CHURCH	OR
Nez Perce Tribe	OR
NOBEL LEARNING COMMUNITIES	OR

NONPROFIT ASSOCIATION OF OREGON	OR
NORCOR Juvenile Detention	OR
Norkenzie Christian Church	OR
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	OR
NORTH BEND SCHOOL DISTRICT 13	OR
NORTH CLACKAMAS SCHOOL DISTRICT	OR
North Coast Christian Church	OR
North Coast Family Fellowship	OR
North Douglas County Fire & EMS	OR
North Lake School District 14	OR
North Lincoln Fire & Rescue #1	OR
NORTH MARION SCHL DIST	OR
North Pacific District of Foursquare Churches	OR
North Portland Bible College	OR
North Powder Charter School	OR
NORTH SANTIAM SCHOOL DISTRICT 29J	OR
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	OR
NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY	OR
Northern Wasco County PUD	OR
Northwest Academy	OR
Northwest Center for Alternatives to Pesticides	OR
NORTHWEST CHRISTIAN COLLEGE	OR
NORTHWEST ENERGY EFFICIENCY ALLIANCE	OR
Northwest Family Services	OR
NORTHWEST FOOD PROCESSORS ASSOCIATION	OR
Northwest Habitat Institute	OR
Northwest Health Foundation	OR
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR
Northwest Opening	OR
Northwest Power and Conservation Council	OR
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	OR
NORTHWEST YOUTH CORPS	OR
Northwood Christian Church	OR
NW POWER POOL	OR
NW REGIONAL ESD-HILLSBORO	OR
NW Sport Fishing	OR

NYSSA SCHOOL DISTRICT NO. 26	OR
Oak Heights PTC	OR
Oak Hill School	OR
OAK LODGE WATER DISTRICT	OR
OAKLAND SCHOOL DISTRICT 001	OR
Oasis Shelter Home	OR
Obsidian Urgent Care, P.C.	OR
Occu Afghanistan Relief Effort	OR
OCHIN	OR
OEA CHOICE TRUST	OR
OETC	OR
OFFICE OF MEDICAL ASSISTANCE PROGRAMS	OR
OFFICE OF PUBLIC DEFENSE SERVICES	OR
Office of the Ong Term Care Ombudsman	OR
OFFICE OF THE STATE TREASURER	OR
Ohara Catholic School	OR
OHSU FOUNDATION	OR
Old Mill Center for Children and Families	OR
Olive Plaza	OR
Oliver P Lent PTA	OR
OLIVET BAPTIST CHURCH	OR
OMNIMEDIX INSTITUTE	OR
ONTARIO MIDDLE SCHOOL	OR
Ontario School District	OR
Ontario School District 8C	OR
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	OR
Operation Christmas	OR
Opportunity Connections	OR
Opportunity Foundation of central Oregon	OR
OR INT""L PORT OF COOS BAY	OR
Oregoinans for Food & Shelter	OR
Oregon & Southern Idaho District Council of Laborers""	OR
Oregon Air National Guard	OR
Oregon And Southern Idaho Laborers Employers Training School	OR
Oregon Army National Guard	OR
OREGON BALLET THEATRE	OR
OREGON BOARD OF ARCHITECTS	OR
Oregon Board of Chiropractic Examiners	OR
Oregon Board of Massage Therapists	OR

Oregon Cascades West Council of Governments	OR
OREGON CHILD DEVELOPMENT COALITION	OR
Oregon Child Development Coalition (OCDC)	OR
OREGON CITY CHURCH OF THE NAZARENE	OR
OREGON CITY PUBLIC SCHL	OR
Oregon Coast Aquarium, Inc.	OR
OREGON COAST COMMUNITY ACTION	OR
OREGON CORRECTIONS ENTERPRISES	OR
OREGON DEATH WITH DIGNITY	OR
OREGON DEPARTMENT OF EDUCATION	OR
OREGON DEPARTMENT OF FORESTRY	OR
OREGON DEPT OF FISH & WILDLIFE-SAUVIE	OR
OREGON DEPT OF TRANSPORTATION	OR
OREGON DEPT. OF CORRECTIONS	OR
OREGON DEPT. OF EDUCATION	OR
Oregon DEQ	OR
OREGON DONOR PROGRAM	OR
OREGON EDUCATION ASSOCIATION	OR
Oregon Emergency Management	OR
OREGON ENVIRONMENTAL COUNCIL	OR
Oregon Farm Bureau	OR
OREGON FOOD BANK	OR
Oregon Forest Industries Council	OR
Oregon Forest Resources Institute	OR
Oregon Funeral Directors Association	OR
OREGON HEALTH AND SCIENCE UNIVERSITY	OR
Oregon Humanities	OR
Oregon Independent Automobile Dealers Association	OR
Oregon Institute of Technology	OR
Oregon Jewish Community Foundation	OR
Oregon Jewish Museum and Center for Holocaust Education	OR
OREGON JUDICIAL DEPARTMENT	OR
Oregon Laborers-Employer Administrative Fund, LLC	OR
OREGON LIONS SIGHT & HEARING FOUNDATION	OR

OREGON LOTTERY	OR
Oregon Lyme Disease Network	OR
OREGON MUSUEM OF SCIENCE AND INDUSTRY	OR
Oregon Nikkei Endowment	OR
OREGON OFFICE OF ENERGY	OR
OREGON PEDIATRIC SOCIETY	OR
OREGON PROGRESS FORUM	OR
Oregon Psychoanalytic Center	OR
Oregon Public Broadcasting	OR
Oregon Research Institute	OR
Oregon Rural Electric Cooperative Association	OR
Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	OR
OREGON SCHL BRDS ASSOCIAT	OR
OREGON SCHOOL BOARDS ASSOCIATION	OR
Oregon Social Learning Center	OR
Oregon State Board of Architect Examiners	OR
OREGON STATE BOARD OF NURSING	OR
Oregon State Credit Union	OR
OREGON STATE DEPT OF CORRECTIONS	OR
OREGON STATE FAIR	OR
Oregon State Fair Council	OR
OREGON STATE HOSPITAL	OR
Oregon State Lottery	OR
OREGON STATE POLICE	OR
Oregon State Treasury	OR
Oregon State University	OR
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR
OREGON STATE UNIVERSITY BOOKSTORE INC	OR
OREGON SUPPORTED LIVING PROGRAM	OR
Oregon Technical Assistance Corporation	OR
OREGON TOURISM COMMISSION	OR
OREGON TRAIL SCHOOL DISTRICT NO.46	OR
Oregon Translational Research and Development Insitute	OR
OREGON TRAVEL INFORMATION COUNCIL	OR
OREGON UNIVERSITY SYSTEM	OR

OSLC COMMUNITY PROGRAMS	OR
OSLC COMMUNITY PROGRAMS OCP	OR
OSU Deschutes County Extension Service	OR
Oswego Lake Country Club	OR
OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH ALBANY OREGON	OR
OUR LADY OF THE LAKE SCHOOL	OR
OUR SAVIOR""S LUTHERAN CHURCH	OR
Our United Villages	OR
OUTSIDE IN	OR
PACIFIC CASCADE FEDERAL CREDIT UNION	OR
PACIFIC FISHERY MANAGEMENT COUNCIL	OR
PACIFIC INSTITUTES FOR RESEARCH	OR
PACIFIC STATES MARINE FISHERIES COMMISSION	OR
pacific u	OR
PACIFIC UNIVERSITY	OR
PacificSource Health	OR
Pain Society of Oregon	OR
Parenting Now!	OR
Parkinson""s Resources of Oregon	OR
Parkrose School District 3	OR
PARTNERSHIPS IN COMMUNITY LIVING, INC.	OR
PDX Wildlife	OR
Peace Lutheran Church	OR
PENDLETON ACADEMIES	OR
Pendleton Police Department	OR
PENDLETON SCHOOL DISTRICT #16R	OR
PENTAGON FEDERAL CREDIT UNION	OR
PHILOMATH SCHOOL DISTRICT	OR
PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR
Phoenix-Talent Schools	OR
Pine Eagle Charter School	OR
PINE-EAGLE SCHOOL DISTRICT 061	OR
PIONEER TELEPHONE COOPERATIVE	OR
PIP Corps LLC	OR
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	OR
PLEASANT HILL SCH DIST #1	OR
PNW. For Puerto Rico Relief	OR

Point West Credit Union	OR
POLK COUNTY	OR
Polk County Fire District No.1	OR
Polk Soil and Water Conservation District	OR
PORT CITY DEVELOPMENT CENTER	OR
PORT OF BANDON	OR
PORT OF CASCADE LOCKS	OR
Port of Garibaldi	OR
Port of Hood River	OR
PORT OF SIUSLAW	OR
PORT OF ST HELENS	OR
PORT OF TILLAMOOK BAY	OR
Port of Toledo	OR
PORT OF UMPQUA	OR
Portland Actors Conservatory	OR
PORTLAND ADVENTIST ACADEMY	OR
PORTLAND ART MUSEUM	OR
PORTLAND BUSINESS ALLIANCE	OR
Portland Christian Center	OR
Portland Christian Schools	OR
PORTLAND COMMUNITY COLLEGE	OR
Portland Community Media	OR
Portland Community Reinvestment Initiatives, Inc.	OR
PORTLAND DEVELOPMENT COMMISSION	OR
PORTLAND HABILITATION CENTER, INC.	OR
Portland Japanese Garden	OR
PORTLAND JEWISH ACADEMY	OR
PORTLAND METRO RESIDENTIAL SERVICES	OR
PORTLAND OIC	OR
Portland Oregon Visitors Association	OR
Portland Parks Foundation	OR
Portland Police Sunshine Division	OR
PORTLAND PUBLIC SCHOOLS	OR
PORTLAND SCHOOLS FOUNDATION	OR
PORTLAND STATE UNIV.	OR
PORTLAND WOMENS CRISIS LINE	OR
Portland Yacht Club	OR
Portland YouthBuilders	OR
Prairie Baptist Church	OR
PREGNANCY RESOUCE CENTERS OF	OR

GRETER PORTLAND	
Prince of Peace Lutheran Church & School	OR
PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR
Procurement Services/DAS	OR
PROFESSIONAL GLOBAL EXCHANGE INC.	OR
Prospect School District	OR
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL	OR
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	OR
QUADRIPLIGICS UNITED AGAINST DEPENDENCY, INC.	OR
QUEEN OF PEACE SCHOOL	OR
Rainbow Water District	OR
Rainier Assembly of God	OR
RAINIER POLICE DEPARTMENT	OR
RAINIER SCHOOL DISTRICT	OR
RB Pamplin Corportaion	OR
Real Life Christian Church	OR
REALMS CHARTER SCHOOL	OR
REBUILDING TOGETHER - PORTLAND INC.	OR
Redeemer Lutheran Church	OR
REDMOND FIRE & RESCUE	OR
REDMOND PROFICIENCY ACADEMY	OR
REDMOND SCHOOL DISTRICT	OR
REED COLLEGE	OR
REEDSPORT SCHOOL DISTRICT	OR
REGIONAL ARTS AND CULTURE COUNCIL	OR
REGIONAL AUTOMATED INFORMATION NETWORK	OR
RELEVANT LIFE CHURCH	OR
Reliance eHealth Collaborative	OR
Relief Nursery	OR
RENEWABLE NORTHWEST PROJECT	OR
Resource Connections of Oregon	OR
Reynolds High School	OR
REYNOLDS SCHOOL DISTRICT	OR
Riddle School District	OR
Ride Connecton	OR
Risen Records	OR
River Network	OR
Riverdale School District 51J	OR

RIVERGROVE WATER DISTRICT	OR
Rockwood Water P.U.D.	OR
ROCKWOOD WATER PEOPLE""S UTILITY DISTRICT	OR
ROGUE COMMUNITY COLLEGE	OR
ROGUE FEDERAL CREDIT UNION	OR
Rogue River Fire District	OR
ROGUE RIVER SCHOOL DISTRICT NO.35	OR
Rogue River Watershed Council	OR
Rogue Valley Humane Society	OR
Rogue Valley Youth Football	OR
Rolling Hills Baptist Church	OR
Rolling Hills Community Church	OR
RON WILSON CENTER FOR EFFECTIVE LIVING INC	OR
Ronald McDonald House Charities of Oregon & Southwest Washington	OR
Rose Haven	OR
ROSE VILLA, INC.	OR
ROSEBURG PUBLIC SCHOOLS	OR
Rural Development Initiatives	OR
Sabin-Schellenberg Technical Center	OR
Sacred Heart Catholic Church	OR
SACRED HEART CATHOLIC DAUGHTERS	OR
Sacred Heart-St Louis Parish	OR
Safe Harbors	OR
SafeHaven Humane Society	OR
SAIF CORPORATION	OR
SAINT ANDREW NATIVITY SCHOOL	OR
SAINT CATHERINE OF SIENA CHURCH	OR
SAINT JAMES CATHOLIC CHURCH	OR
Salem Academy	OR
Salem Alliance Church	OR
SALEM ALLIANCE CHURCH	OR
Salem Area Chamber of Commerce	OR
SALEM AREA MASS TRANSIT DISTRICT	OR
SALEM ELECTRIC	OR
Salem Evangelical Church	OR
Salem First Presbyterian Church	OR
SALEM FREE CLINICS	OR
Salem keizar school district	OR

Salem Keizer School District Purchasing	OR
Salem-Keizer 24J	OR
SALEM-KEIZER PUBLIC SCHOOLS	OR
SALMON-SAFE INC.	OR
Samaritan Health Services Inc.	OR
San Martin Deporres Catholic Church	OR
SANDY FIRE DISTRICT NO. 72	OR
Sandy Seventh-day Adventist Church	OR
Santiam Assembly of God	OR
SANTIAM CANYON COMMUNICATION CENTER	OR
Santiam Canyon SD 129J	OR
SANTIAM CHRISTIAN SCHOOLS	OR
Scappoose Adventist School	OR
SCAPPOOSE SCHOOL DISTRICT 1J	OR
SCIENCEWORKS	OR
ScienceWorks Museum	OR
Scio High School	OR
Scottish Rite	OR
SE WORKS	OR
Seal Rock Water District	OR
Seaside Fire & Rescue	OR
Seaside Public Library	OR
SEASIDE SCHOOL DISTRICT 10	OR
SECURITY FIRST CHILD DEVELOPMENT CENTER	OR
SEED OF FAITH MINISTRIES	OR
SEIU Local 49	OR
SEIU LOCAL 503, OPEU	OR
SELCO Community Credit Union	OR
SELF ENHANCEMENT INC.	OR
SEPTL Southeast Portland Tool Library	OR
Serendipity Center Inc	OR
SERENITY LANE	OR
Serenity Lane Health Services	OR
Seven Feathers Casino	OR
SEVEN PEAKS SCHOOL	OR
SEXUAL ASSAULT RESOURCE CENTER	OR
Sexual Assault Support Services	OR
Shangri La	OR
Shangri-La	OR
SHELTERCARE	OR

SHERIDAN JAPANESE SCHOOL FOUNDATION	OR
Sheridan School District 48J	OR
SHERMAN COUNTY	OR
SHERMAN COUNTY SCHOOL DISTRICT	OR
SHERMAN DEVELOPMENT LEAGUE, INC.	OR
Sherwood Community Friends Church	OR
SHERWOOD SCHOOL DISTRICT 88J	OR
SILVER FALLS SCHOOL DISTRICT	OR
SILVERTON AREA COMMUNITY AID	OR
Silverton Fire District	OR
Silverton Senior Center	OR
SISKIYOU INITIATIVE	OR
Siuslaw Public Library District	OR
SIUSLAW SCHOOL DISTRICT	OR
Siuslaw School District - Transportation	OR
SMART	OR
Smith Memorial Presbyterian Church	OR
SOCIAL VENTURE PARTNERS PORTLAND	OR
Society of American Foresters	OR
Solutins Yes	OR
SONRISE CHURCH	OR
Soroptimist International of Gold Beach, OR	OR
SOUTH COAST EDUCATION SERVICE DISTRICT	OR
SOUTH COAST HOSPICE, INC.	OR
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE	OR
SOUTH LANE SCHOOL DISTRICT 45J3	OR
South Salem High Music Boosters	OR
SOUTH UMPQUA SCHOOL DISTRICT #19	OR
Southeast Uplift Neighborhood Coalition	OR
Southern Coos Hospital	OR
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	OR
SOUTHERN OREGON EDUCATION SERVICE DISTRICT	OR
SOUTHERN OREGON HUMANE SOCIETY	OR
Southern Oregon Project Hope	OR
SOUTHERN OREGON UNIVERSITY	OR
SOUTHWEST CHARTER SCHOOL	OR
Southwest Christian School	OR

Southwest Neighborhoods, Inc	OR
SOUTHWESTERN OREGON COMMUNITY COLLEGE	OR
Southwestern Oregon Public Defender Services, Inc.	OR
SPARC ENTERPRISES	OR
SPECIAL MOBILITY SERVICES	OR
Sphere MD	OR
SPIRIT WIRELESS	OR
SPONSORS, INC.	OR
SPOTLIGHT THEATRE OF PLEASANT HILL	OR
Springfield Public Library	OR
Springfield Public Schools	OR
SPRINGFIELD SCHOOL DISTRICT NO.19	OR
SPRINGFIELD UTILITY BOARD	OR
Sprinkfield Elks #2145	OR
Spruce Villa, Inc.	OR
St Andrews Presbyterian	OR
St Frederic Catholic Church	OR
St Helens School District	OR
ST HENRYS CHURCH	OR
St John Fisher Catholic Church Portland Oregon	OR
St John the Baptist Greek Orthodox Church	OR
St Mark Presbyterian Church	OR
St Mary's Catholic School and Parish	OR
St Paul Baptist Church	OR
St Paul Catholic Church	OR
St Paul Parish School	OR
ST VINCENT DE PAUL	OR
ST. ANTHONY CHURCH	OR
ST. ANTHONY SCHOOL	OR
St. Elizabeth Ann Seton Church	OR
St. Helens, City of	OR
St. Joseph Shelter	OR
St. Katherine's Catholic Church	OR
St. Luke Catholic School	OR
St. Martins Episcopal church	OR
St. Mary Catholic School	OR
St. Mary School	OR
St. Mary's Church	OR
St. Mary's Episcopal Church	OR

ST. MARYS OF MEDFORD, INC.	OR
St. Matthew Catholic School	OR
St. Paul School District	OR
St. Peter Catholic Church	OR
St. Pius X School	OR
St. Stephen's Academy	OR
St. Therese Parish/School	OR
St. Vincent de Paul Church	OR
ST. VINCENT DEPAUL OF LANE COUNTY	OR
STAND FOR CHILDREN	OR
STANFIELD SCHOOL DISTRICT	OR
STAR OF HOPE ACTIVITY CENTER INC.	OR
State Accident Insurance Fund Corporation	OR
STATE OF OREGON	OR
State of Oregon - Department of Administrative Services	OR
STAYTON FIRE DISTRICT	OR
Stone Creek Christian Church	OR
Store to Door	OR
Street Ministry	OR
Summa Institute	OR
SUMMIT VIEW COVENANT CHURCH	OR
Sunny Wolf Charter School	OR
SUNNYSIDE FOURSQUARE CHURCH	OR
SUNRISE ENTERPRISES	OR
Sunrise Water	OR
sunrise water authority	OR
Sunset Presbyterian Church	OR
	OR
SUSTAINABLE NORTHWEST	OR
Sutherlin School District	OR
SW Community Health Center	OR
SWEET HOME SCHOOL DISTRICT NO.55	OR
Sweet Home United Methodist Church	OR
TAKE III OUTREACH	OR
Tamarack Aquatic Center	OR
Teacher Standards and Practices Commission	OR
Temple Beth Israel	OR
TENAS ILLAHEE CHILDCARE CENTER	OR
Teras Interventions and Counseling Inc	OR

The Alliance NW of the Christian & Missionary Alliance	OR
The ALS Association Oregon and SW Washington Chapter	OR
The Blosser Center for Dyslexia Resources	OR
The Canby Center	OR
THE CATLIN GABEL SCHOOL	OR
The Christian Church of Hillsboro Oregonb	OR
The Church of Christ of Latter Day Saints	OR
THE CITY OF NEWPORT	OR
The Collins Foundation	OR
The Dalles Art Association	OR
The Dreaming Zebra Foundation	OR
THE EARLY EDUCATION PROGRAM, INC.	OR
The Emerson School	OR
The Followers of Christ Church of Oregon City	OR
The Housing Authority of the County of Umatilla	OR
The Inn Home for Boys, Inc.9138	OR
The International School	OR
The Klamath Tribe	OR
The Lighthouse School	OR
The Madeleine Parish	OR
THE MILL CASINO	OR
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.	OR
The Nature Conservancy, Willamette Valley Field Office	OR
THE NEWPORT PARK AND RECREATION CENTER	OR
THE NEXT DOOR	OR
THE OREGON COMMUNITY FOUNDATION	OR
THE PORT OF PORTLAND	OR
The Ross Ragland Theater and Cultural Center	OR
THE SALVATION ARMY - CASCADE DIVISION	OR
The Spiral Gallery	OR
The Sunriver Owners Association	OR
The Tucker-Maxon Oral School	OR
The Wallace Medical Concern	OR
THREE RIVERS CASINO	OR
Three Rivers School District	OR
TIGARD-TUALATIN SCHOOL DISTRICT	OR

Tilikum Center for Retreats and Outdoor Ministries	OR
TILLAMOOK BAY COMMUNITY COLLEGE	OR
TILLAMOOK CNTY	OR
TILLAMOOK CNTY WOMENS CRISIS CENTER	OR
Tillamook County Emergency Communications District	OR
Tillamook County Transportation Dist	OR
TILLAMOOK ESTUARIES PARTNERSHIP	OR
Tillamook Fire District	OR
TILLAMOOK PEOPLES UTILITY DISTRICT	OR
Tillamook School District	OR
Tillamook Seventh Day Adventist Church	OR
Tillamook Urban Renewal Agency	OR
TLO Farms	OR
Tokyo Int'l University of America, Inc	OR
Toledo Police Department	OR
TOUCHSTONE PARENT ORGANIZATION	OR
Tower Theatre Foundation, Inc	OR
TRAILS CLUB	OR
Training & Employment	OR
TRAINING EMPLOYMENT CONSORTIUM	OR
Transition Projects, Inc	OR
Travel Lane County	OR
Treasure Valley Community College	OR
Tri-County Chamber of Commerce Inc	OR
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	OR
Tri-County Metropolitan Transportation District of Oregon ("TriMet")	OR
Trillium Charter School	OR
TRILLIUM FAMILY SERVICES, INC.	OR
Trillium Sprigs	OR
TriMet Transit	OR
Trinity Lutheran	OR
Trinity United Methodist Church	OR
TUALATIN HILLS PARK AND RECREATION DISTRICT	OR
Tualatin Lacrosse Club	OR
Tualatin Police Department	OR
Tualatin Soil and Water Conservation District	OR

TUALATIN VALLEY FIRE & RESCUE	OR
Tualatin Valley Water District	OR
TUALATIN VALLEY WATER DISTRICT	OR
Tuality Healthcare	OR
Turtle Ridge Wildlife Center	OR
UIUC	OR
Ukiah School District 80R	OR
UMATILLA COUNTY, OREGON	OR
Umatilla Electric Cooperative	OR
Umpqua Basin Water Association	OR
UMPQUA COMMUNITY COLLEGE	OR
UMPQUA COMMUNITY DEVELOPMENT CORPORATION	OR
Umpqua Community Health Center	OR
Umpqua Valley Public Defender	OR
UNION COUNTY	OR
Union County Economic Development Corp.	OR
UNION GOSPEL MISSION	OR
Union School District	OR
UNION SOIL & WATER CONSERVATION DISTRICT	OR
Unitarian Universalist Church in Eugene	OR
UNITED CEREBRAL PALSY OF OR AND SW WA	OR
UNITED METHODIST CHURCH	OR
United Way of Lane County	OR
UNITED WAY OF THE COLUMBIA WILLAMETTE	OR
Unithed Way	OR
Unitus Community Credit Union	OR
UNIVERSITY OF OREGON	OR
University of Oregon - Purchasing and Contracting Services	OR
University Of Oregon Athletics Department	OR
UNIVERSITY OF PORTLAND	OR
University of Western States	OR
Unviersity of Oregon	OR
Urban Gleaners	OR
Urban League of Portland	OR
US CONFERENCE OF MENONNITE BRETHREN CHURCHES	OR
US FISH AND WILDLIFE SERVICE	OR
USAGENCIES CREDIT UNION	OR

USDA Forest Service	OR
USO Northwest	OR
Vale School District No. 84	OR
VALLEY CATHOLIC SCHL	OR
Verde	OR
VERMONT HILLS FAMILY LIFE CENTER	OR
VERNONIA SCHOOL DISTRICT 47J	OR
Veterans Affairs	OR
VFW POST 4248	OR
Victory Academy	OR
Vietnamese Christian Community Church	OR
Viking Sal Senior Center	OR
Village Home Education Resource Center	OR
Vineyard Christian Fellowship	OR
VIRGINIA GARCIA MEMORIAL HEALTH CENTER	OR
VOLUNTEERS OF AMERICA OREGON	OR
Waldo Middle School	OR
WALLOWA COUNTY	OR
Wallowa County ESD	OR
Wallowa Future Foundation	OR
Wallowa Valley Center For Wellness	OR
WARNERPACIFIC COLG	OR
Warrenton Hammond School	OR
WASCO COUNTY	OR
WASHINGTON COUNTY	OR
Washington County Consolidated Communications Agency	OR
Washington County Facilities & Park Services	OR
Washington Park Transportation Management Association	OR
Waste-Pro	OR
WATER ENVIRONMENT SERVICES	OR
WE CARE OREGON	OR
West Coast Haunters Convention	OR
West Hills Christian School	OR
WEST HILLS COMMUNITY CHURCH	OR
West Linn Police	OR
West Linn Police Department	OR
WEST LINN WILSONVILLE SCHOOL DISTRICT	OR

WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT	OR
West Salem Foursquare Church	OR
West Salem United Methodist	OR
WEST VALLEY HOUSING AUTHORITY	OR
Western Arts Alliance	OR
Western Environmental Law Center	OR
Western Mennonite School	OR
WESTERN RIVERS CONSERVANCY	OR
WESTERN STATES CENTER	OR
Western Wood Products Association	OR
WESTSIDE BAPTIST CHURCH	OR
Westside Church of Christ Inc	OR
Wheeler County	OR
WHITE BIRD CLINIC	OR
WHITEAKER MONTESSORI SCHOOL	OR
Wilco Farmers	OR
Wild Lilac Child Development Community	OR
Wild Rogue Youth Foundation, Inc.	OR
WILD SALMON CENTER	OR
WILLAMALANE PARK AND RECREATION DISTRICT	OR
Willamette Carpenters Training Center, Inc	OR
WILLAMETTE EDUCATION SERVICE DISTRICT	OR
WILLAMETTE FAMILY	OR
Willamette Leadership Academy/Pioneer Youth Corps Of Oregon	OR
WILLAMETTE LUTHERAN HOMES, INC	OR
Willamette Neighborhood Housing Services	OR
WILLAMETTE UNIVERSITY	OR
Willamette Valley Babe Ruth	OR

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

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

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

In addition, Contractor agrees to the following specific provisions:

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

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

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

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

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

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

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

9. COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

10. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

SECTION 7 -EXHIBITS

EXHIBIT 1: PRICE PROPOSAL SHEET

EXHIBIT 2: MARKET BASKET PRICING SHEET

EXHIBIT 3: REFERENCES

EXHIBIT 4: EXAMPLE OF PRODUCT SUBSTITUTION
REQUEST FORM

EXHIBIT 5: FCPS STANDARD FORMS

EXHIBIT 1 – PRICE PROPOSAL SHEET

1. DOLLAR FEE PER CASE

FOR DELIVERY TO EACH FCPS / PARTICIPATING PUBLIC AGENCY SITE FOR OFFEROR’S ENTIRE OFFERING IT PROPOSES THE FOLLOWING FEE PER CASE:
(No more than two decimal places, fee per case may be tiered based on dollar volume of order/monthly dollar volume/annual dollar volume, etc.)

2. HOW OFTEN WILL THIS FEE PER CASE BE ADJUSTED?

3. MINIMUM ORDER REQUIREMENT FOR ADDITIONAL DELIVERIES (MORE THAN ONE WEEKLY DELIVERY) AT NO ADDITIONAL SURCHARGE:

\$ _____

4. SURCHARGE FOR ADDITIONAL DELIVERIES (MORE THAN ONE WEEKLY DELIVERY) IN A WEEK IF MINIMUM REQUIREMENTS ARE NOT MET:
(Offeror may propose a per-mile, a per-stop fee, per order or an alternate method of charging for this service.)

\$ _____

5. PROPOSER ACKNOWLEDGES THAT IT HAS COMPLETED EXHIBIT 2, MARKET BASKET PRICING.

6. DETAIL ANY ADDITIONAL PRICING INCENTIVES, DISCOUNTS, AND REBATES THAT MAY BE AVAILABLE SUCH AS FOR LARGE VOLUME PURCHASES BY PARTICIPATING PUBLIC AGENCIES.
(Use additional space/sheets as necessary.)

7. DETAIL ANY PROMPT PAYMENT DISCOUNTS AVAILABLE FROM OFFEROR.

Company Name

Date

Printed Name

Authorized Signature

EXHIBIT 2 – MARKET BASKET PRICING SHEET

The Market Basket Analysis sample is established to represent approximately 75% of the total estimated value of the contract to be awarded. The most recent sales report from our current supplier was used to project the balance of the year and adjusted for any estimated change in menu and participating agencies for the following year. As a result, the national market basket (tab 1) is the top 1,589 goods purchased by dollar volume representing the 75% threshold on the nationwide volume. The Fredrick County Public Schools market basket (tab 2) is the top 60 goods purchased by dollar volume representing the 75% threshold for FCPS. Prices for the remaining goods purchased by participating public agencies will be required pending an award.

Pricing for this market basket should be based on delivered price or Landed Invoice Cost (LIC) plus the proposed fee per case.

Proposers should price the market basket using prices as of October 2nd, 2018.

Prices proposed should be held firm for the school year. If firm fixed pricing is not possible, or would result in higher costs to participating public agencies, please propose an alternate method of managing price changes.

EXHIBIT 3 - REFERENCES

OFFERORS SHALL PROVIDE A MINIMUM OF THREE (3) REFERENCES FOR WHOM THEY HAVE PERFORMED SIMILAR WORK DURING THE PAST TWO (2) YEARS.

(1)	CLIENT NAME	_____
	ADDRESS (Street)	_____
	ADDRESS (City, St, Zip)	_____
	CONTACT NAME	_____
	TELEPHONE/E-MAIL	_____
	DOLLAR VALUE	_____
(2)	CLIENT NAME	_____
	ADDRESS (Street)	_____
	ADDRESS (City, St, Zip)	_____
	CONTACT NAME	_____
	TELEPHONE/E-MAIL	_____
	DOLLAR VALUE	_____
(3)	CLIENT NAME	_____
	ADDRESS (Street)	_____
	ADDRESS (City, St, Zip)	_____
	CONTACT NAME	_____
	TELEPHONE/E-MAIL	_____
	DOLLAR VALUE	_____

EXHIBIT 4 – EXAMPLE OF PRODUCT SUBSTITUTION REQUEST FORM

To:	Project (& PO No. if known):
Attn:	Proposed Substitute:
Contract Item No. & Description:	

1. The following are attached (Mark all that apply):

<input type="checkbox"/>	Complete Description	<input type="checkbox"/>	Catalog Cut Sheet
<input type="checkbox"/>	References/testimonials	<input type="checkbox"/>	Specification Data
<input type="checkbox"/>	Other misc. but pertinent information	<input type="checkbox"/>	_____

2. This substitution will have the following effects on _____, etc.:

3. This substitution will apply to the specific project noted above only or to the contract for all future projects under the agreement:

4. This substitution will have the following effects on other products:

5. This substitution will have the following effect on the work schedule:

6. The proposed substitute(s) differs from the specified product(s) in quality and performance as follows:

7. Manufacturers guarantees for the substitute(s) and the specified product(s) are (check one):
 the same **different** (if different, explain below)

8. If the proposed substitution is accepted, it will result in:
 no cost impact **a cost increase of** _____
 a cost decrease of _____
(If change in cost is indicated, provide evidence that new price is at same rate of discount as item being discontinued)

9. License fees or royalties are pending on the proposed substitute.
 No **Yes** (if yes, explain below)

10. The undersigned or the firm represented shall pay for additional studies, investigations, submittals, redesign, and analysis necessitated by this substitution request.

Substitutions must be requested in accordance with applicable Contract requirements. After bidding, substitutions are to be submitted only by Contractor. Substitute products should not be ordered or installed without written acceptance.

Submitted by:

Sign here: _____

Name:

type or print: _____

for: _____

Address: _____

Date: _____

Cellular

Telephone: _____

FCPS Contract Monitory's Review Comments:

Accepted
 Accepted as noted

Rejected
 Rejected (received too late)
 Rejected (submittal incomplete)

Additional comments:

For the Monitor:

Signature here: _____

Date: _____

EXHIBIT 5 – FCPS STANDARD FORMS

RFP 19FS1, FOOD PRODUCTS AND DISTRIBUTION FOR K-12 AND OTHER PUBLIC AGENCIES
FREDERICK COUNTY PUBLIC SCHOOLS
STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION

Special Instructions: An authorized representative of the bidder needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

BIDDERS: The submission of the following Affidavit at the time of the bid opening is:

requested to be completed but not required to be notarized.

required to be completed and notarized.

I, _____, being duly sworn, depose and state:

1. I am the _____ (officer) and duly authorized representative of the firm of
the organization named _____ whose address is
(Name of Corporation) _____ and that I

possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:

- a. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
- b. been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- c. been convicted of criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
- d. been convicted of a violation of the Racketeer influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
- e. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance & Procurement Article;
- f. been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
- g. been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

3. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body,

the individuals involved, their position with the firm, and the sentence or disposition of the charge.

(you may attach an explanation if necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Frederick County is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Frederick County or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Frederick County may terminate any contract awarded and take any other appropriate action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of this affidavit are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and in compliance with requirements of the Board of Education of Frederick County, and that I am executing and submitting this Proposal on behalf of and as authorized by the bidder named below.

(Legal Name of Company)

(dba)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

(Print Name)

(Title)

(Date)

(Signature)

(Title)

(Date)

We are/I am licensed to do business in the State of Maryland as a:

() Corporation

() Partnership

() Individual

() Other

If required to be notarized:

(Witness)

(Title)

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

RFP 19FS1, FOOD PRODUCTS AND DISTRIBUTION FOR K-12 AND OTHER PUBLIC AGENCIES
FREDERICK COUNTY PUBLIC SCHOOLS

CERTIFICATION OF COMPLIANCE

1. All Contractors, subcontractors or vendors must abide by FCPS Board policies and regulations while working on FCPS property.
2. Maryland Law requires that any person who enters into a contract with a county board of education may not knowingly employ an individual to work at a schools (or FCPS facility) if the individual is a registered sex offender. Please reference §11-113 of the Criminal Procedure Article of Maryland Code for penalty.
3. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS project. The Contractor must initially check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well.
4. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the prime Contractor, subcontractor or vendor, the site superintendent will immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract as a result if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.
5. Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor or vendor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:
 - a. A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code.
 - b. Child sexual abuse under §3-602 of the Criminal Law Article of the Maryland Code or any other State; or
 - c. A crime of violence as defined in §14-101 of the Criminal Law Article of the Maryland Code or any other State
6. Under recent amendments to §5-561 of the Family Law Article of the Maryland Code, each contractor, subcontractor or vendor shall certify by signing this affidavit that any individuals in its work-force including sub-contractors, have undergone a criminal background check, including fingerprinting, if the individuals will work in a FCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children.

By my signature below, I affirm under penalties of perjury that the contents of this Certification of Compliance are true to the best of my knowledge, information and belief.

Signature _____ Date _____

Print name and title of signatory _____

Print name of company _____

RFP 19FS1, FOOD PRODUCTS AND DISTRIBUTION FOR K-12 AND OTHER PUBLIC AGENCIES
SIGNATURE ACKNOWLEDGING PROPOSAL

Note: When submitting your bid/proposal, please use this page as a cover sheet for your proposal.

In compliance with your invitation for bidders, the undersigned proposes to furnish and deliver all labor and materials in accordance with the accompanying specifications and "Instructions and General Conditions" for the price as listed on the enclosed Proposal Sheet(s).

I/We certify that this bid/proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation submitting a bid/proposal for the same goods/services and is, in all respects fair and without collusion or fraud; that none of this company's officers, directors, partners or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of Frederick County, Administrative or Supervisory Personnel or other employees of the Frederick County Public Schools, has any interest in the bidding company except as follows:

COMPANY: _____

dba: _____

REGISTERED MARYLAND CONTRACTOR NUMBER: _____

FEDERAL IDENTIFICATION: _____ DATE: _____

The undersigned has familiarized themselves with the conditions affecting the work, the specifications, and is legally authorized to make this proposal on behalf of the Contractor listed above.

NAME (please print): _____

SIGNATURE OF ABOVE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE # _____ FAX # _____

E-MAIL ADDRESS (for correspondence): _____

E-MAIL ADDRESS (for receiving Purchase Orders): _____

(DO NOT COMPLETE THIS AREA IF YOUR COMPANY IS UNABLE TO RECEIVE PURCHASE ORDERS ELECTRONICALLY)

ACKNOWLEDGMENT OF ADDENDA (if applicable)

The above-signed company/firm acknowledges the receipt of the following addenda for the above-referenced solicitation.

Date Received by Proposer/Bidder:

Addendum #1	_____	Addendum #2	_____
Addendum #3	_____	Addendum #4	_____
Addendum #5	_____	Addendum #6	_____