



Maricopa County

NOTICE OF SOLICITATION



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



SERIAL 11019- RFP

REQUEST FOR PROPOSAL FOR: MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED SERVICES

Notice is hereby given sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M.** Arizona time on **April 29, 2011**, for the furnishing of the following goods and services for Maricopa County. Proposals will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **“SERIAL 11019- RFP REQUEST FOR PROPOSAL FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES.”**

The Maricopa County Procurement Code (“The Code”) governs this procurement and is incorporated by this reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL CAN BE LOCATED AT <http://www.maricopa.gov/materials> "Develop Bids". ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE
MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

DIRECT ALL INQUIRIES TO:

CHARLES HINEGARDNER
PROCUREMENT OFFICER
TELEPHONE: (602) 506-6476
EMAIL: hinegardnerc@mail.maricopa.gov

THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON TUESDAY, APRIL 12, 2011 AT 9:00 A.M. ARIZONA TIME, AT THE MARICOPA COUNTY ELECTIONS DEPARTMENT, LARGE CONFERENCE ROOM, 510 SOUTH THIRD AVENUE, PHOENIX, ARIZONA 85003

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

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REQUEST FOR PROPOSAL FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED SERVICES

1.0 INTENT:

Maricopa County (herein “Lead Public Agency” on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of “Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale (internet) environment; and Related Products and Services (installation, repair and renovation) (herein “Products and Services”).

The Respondent(s) shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various government agencies nationwide.

Responses shall be for Retail and Related Services; Wholesale and Related Services or Industrial and Related Services. Suppliers are not required to respond to all three (3) categories.

Responses for only the Related Services (installation, repair and renovation) shall be deemed non-responsive.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 2.21, below)

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County’s best interest.

The County reserves the right to add additional contractors, at the County’s sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County’s needs or to ensure adequate competition on any project or task order work.

1.1 The RFP is intended to achieve the following objectives:

Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies.

Establish the Master Agreement as Supplier’s primary offering to Participating Public Agencies.

Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive bid process that eliminates the need for multiple government bids and multiple responses by Suppliers.

Combine the volumes of Participating Public Agencies to achieve cost effective pricing.

Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems.

Provide Participating Public Agencies with environmentally responsible products and services.

These objectives do not preempt Participating Public Agencies from using other contract vehicles or competitive processes as required by law.

1.2 U.S. COMMUNITIES

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

National Sponsors

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

Advisory Board

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

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

Current U.S. Communities Advisory Board Members

City of Charlotte/Mecklenburg, NC	Hillsborough Schools, FL
City of Los Angeles, CA	City of Houston, TX
Cobb County, GA	Los Angeles County, CA
Dallas County, TX	Maricopa County, AZ
Davis Joint Unified Schools, CA	Miami-Dade County, FL
City and County of Denver, CO	Salem-Keizer School District, OR
State of Georgia	City of San Antonio, TX
Emory University, GA	San Diego Unified School District, CA
Fairfax County, VA	City of Seattle, WA
Harford County Public Schools, MD	Great Valley School District, PA
Hennepin County, MN	
North Carolina State University, NC	

Participating Public Agencies

Today more than 44,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.6 Billion Dollars in products and services annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

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

Maricopa County 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 as EXHIBIT 4.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$250 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Maricopa County and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2010 purchased more than \$138 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

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

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

Marketplace

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

Multiple Awards

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

Evaluation of Proposals

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

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the minimum qualifications and offers the most advantageous response 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.

2.0 SCOPES OF WORK:

2.1 RETAIL MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

A complete and comprehensive offering of Retail MRO supplies such as appliances, building materials, hardware, HVAC, irrigation equipment and supplies, janitorial, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.2 WHOLESALE MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

A complete and comprehensive offering of Wholesale MRO supplies such as appliances, building materials, hardware, HVAC, irrigation equipment and supplies, janitorial, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.3 INDUSTRIAL SUPPLIES AND RELATED SERVICES (INSTALLATION, REPAIR, AND RENOVATION):

A complete and comprehensive offering of Industrial supplies such as bearings, linear technologies, power transmissions, motors, hydraulics, pneumatics, gearing, material handling, conveyor systems, industrial rubber, general maintenance supplies, fluid power and any additional related products and services.

In addition, a complete range of services available through Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services

such as rubber fabrication, vulcanizing, hose fabrication, hydraulic system (design and build) that may offered by Supplier. Such services may be required for public pools, solid waste transfer sites, water treatment plants, waste water treatment sites, boiler plants, mass transit systems, road maintenance equipment, prisons and hospitals and public agencies.

2.4 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES):

2.4.1 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.4.2 Services performed shall be non-structural in nature.

2.4.3 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.4.4 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

2.4.4.1 Roofing, Gutters, Downspouts

2.4.4.2 HVAC

2.4.4.3 Plumbing

2.4.4.4 Electrical

2.4.4.5 Exterior decks, patios and porches

2.4.4.6 Exterior Siding

2.4.4.7 Windows, Doors

2.4.4.8 Interior/Exterior Painting

2.4.4.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping

2.4.4.10 ADA Improvements

2.4.5 These services may be required in the industrial environment and may be any of the following (non-inclusive):

2.4.5.1 Hose Fabrication

2.4.5.2 Hydraulic Repairs

2.4.5.3 Gearbox Repairs

2.4.5.4 Conveyor System Repairs

2.4.5.5 Vulcanizing

2.4.5.6 Rubber Fabrication

2.4.6 Services:

2.4.6.1 As part of your Proposal response, detail your firm's program in offering services including:

2.4.6.2 Providing and managing qualified contractors

2.4.6.3 Budget management in keeping projects on budget

2.4.6.4 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.4.7 Service Providers (Labor):

2.4.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.

2.4.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).

2.4.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under Section 3.6 INSURANCE REQUIREMENTS.

2.4.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):

- 2.4.7.4.1 National Employee Database
- 2.4.7.4.2 SSN Verification
- 2.4.7.4.3 National Criminal Database Check
- 2.4.7.4.4 Two County Search
- 2.4.7.4.5 Sex Offender Search
- 2.4.7.4.6 Annual Review (National Criminal Database)
- 2.4.7.4.7 Two (2) Year Complete Re-Screen and Renewal
- 2.4.7.4.8 Financial Background

2.4.7.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

2.5 PRODUCT CATEGORIES:

This Solicitation is to establish a nationwide purchasing agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. Your firm may not have the ability to provide all categories.

All products offered shall be new, unused and of the latest design and technology.

The intent is for each Proposer to submit their complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply.

2.5.1 CATEGORY 1: APPLIANCES

Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.5.2 CATEGORY 2: BUILDING MATERIALS

Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

2.5.3 CATEGORY 3: HARDWARE

Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, weatherization products, and all ancillary supplies, tools, and components.

- 2.5.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)
Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.
- 2.5.5 CATEGORY 5: SPRINKLER/IRRIGATION EQUIPMENT AND SUPPLIES
Sprinklers, head gates, ports, timers, piping, solvents, and all ancillary supplies, tools, and components.
- 2.5.6 CATEGORY 6: JANITORIAL SUPPLIES
Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.
- 2.5.7 CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES
Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, and all ancillary supplies, tools, and components.
- 2.5.8 CATEGORY 8: MOTORS/PUMPS
Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.
- 2.5.9 CATEGORY 9: PAINTS AND COATINGS
All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.
- 2.5.10 CATEGORY 10: PLUMBING
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.
- 2.5.11 CATEGORY 11: SWIMMING POOL SUPPLIES
Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.
- 2.5.12 CATEGORY 12: TOOLS, GENERAL PURPOSE, HAND-HELD
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.
- 2.5.13 CATEGORY 13: TOOLS, POWER TYPE
Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.

- 2.5.14 CATEGORY 14: WINDOW COVERINGS
Blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.
- 2.5.15 CATEGORY 15: HOSPITALITY
Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.
- 2.5.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT
Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.
- 2.5.17 CATEGORY 17: MISCELLANEOUS
Kitchen and bath cabinets, shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), safes, packaging supplies, communication supplies, electrical supplies, lighting supplies, and flooring.
- 2.5.18 CATEGORY 18: IN STORE SERVICES
Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment etc.
- 2.5.19 CATEGORY 19: INDUSTRIAL PRODUCTS/SERVICES
Bearings, motors, fluid sealing, gearing, power transmissions, pumps, hose fabrication, hydraulic repair, gearbox repair, rubber services, conveyor systems, and other industrial products and services.

2.6 PRODUCT ORDERING:

- 2.6.1 Contractors complete product line (Retail or Wholesale) shall be available for internet ordering 24/7.
- 2.6.2 Products may be ordered by any of the following methods:
Internet
Will Call (Phone or FAX order)
POS (Point-of-sale)

2.7 PRODUCT PRICING:

- 2.7.1 Retail:
Pricing shall be a fixed percentage (%) off **marked price** at the POS; not a per cent off **list**. The County will consider other retail pricing options (ex. Rebate on gross sales).
- 2.7.2 Wholesale:
Pricing shall be a fixed percentage (%) off catalog pricing by Product Category (§2.6 above). The County will consider other retail pricing options (ex. Rebate on gross sales).

2.8 REBATE ON SALES:

If this pricing option is offered, describe your firm's ability to provide this service.

2.9 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access an on-line wholesale catalog reflecting contract pricing of all products. Describe your firm's ability to provide this service.

2.10 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING:

2.10.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

2.10.2 All quotations shall be for a "not to exceed" amount.

2.10.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.11 SUPPLIER MANAGED INVENTORY (CONSIGNMENT):

Describe your firm's ability to provide this service.

2.12 SALES REPORTING:

Describe your firm's ability to provide detailed management reporting by Participating Public Agency. Identify the level(s) (Agency, Division, Department, Individual) of reporting detail available in the following categories:

2.12.1 Sales Dollars

2.12.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes

2.12.3 Procurement card (MasterCard or Visa brand)

2.13 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.14 USAGE REPORT:

Upon request, the Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.15 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.16 WARRANTY:

All repair and renovation services performed by the Contractor shall carry a one (1) year workmanship warranty and all manufacturers' product warranties shall be passed on to the end customer.

2.17 INVOICES AND PAYMENTS (PURCHASE ORDER):

2.17.1 The Respondent shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County or Participating Public Agency purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of Purchase (services)
- Pricing per unit of service
- Extended price
- Total Amount Due

2.17.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.17.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Supplier Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Supplier Registration Form located on the County Department of Finance Supplier Registration Web Site (www.maricopa.gov/finance/Suppliers).

2.17.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.18 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.19 TAX: (COMMODITIES)

Tax shall not be levied against commodities. Sales/use tax will be determined by County. Tax will not be used in determining low price.

2.20 DELIVERY, FREIGHT REQUIREMENTS:

2.20.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

2.20.2 Should a Participating Public Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Participating Public Agency.

2.20.3 The Proposer shall retain control for carrier selection and payment of freight charges of all goods until received by the requesting Participating Public Agency and the contract coverage completed. The Proposer shall also file all claims for visible or concealed

damage. The Participating Public Agency will notify the Proposer of any damaged goods and shall assist the Proposer in arranging for inspection of the goods.

2.20.4 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.

2.20.5 Shipping and handling fees are allowable to destinations outside the continental U.S.

2.20.6 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.20.6.1 Contract Serial number

2.20.6.2 Contractor's name and address

2.20.6.3 Participating Public Agency's name and address

2.20.6.4 Participating Public Agency's purchase order number

2.20.6.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable

2.21 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Request for Proposal is for awarding a firm, fixed discount pricing contract to cover a three (3) year term.

3.2 OPTION TO RENEW CONTRACT:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, or other specified length options, [or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration]. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 RETAIL PRICE ADJUSTMENTS:

Discounts off marked price at point-of-sale (POS) are permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable pricing adjustments shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts, County shall issue written approval of the changes.

3.4 WHOLESALE PRICE ADJUSTMENTS:

Discounted pricing based on the Contractor's current published catalog pricing is permitted to be adjusted once per calendar year after the initial award, in conjunction with the Contractor's annual catalog publication date.

Any requests for other reasonable adjustments to catalog category discounts shall be submitted sixty (60) days prior to the catalog publication date. If County agrees to the adjusted discounts offered by category, County shall issue written approval of the changes.

3.5 INDEMNIFICATION:

3.5.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.5.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.5.3 The scope of this indemnification does not extend to the sole negligence of County.

3.6 INSURANCE REQUIREMENTS:

3.6.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.6.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

3.6.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

3.6.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

3.6.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.6.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve

Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.6.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.6.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.6.9 Commercial General Liability.

Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.6.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.6.11 Workers' Compensation.

3.6.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

3.6.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.6.12 Certificates of Insurance.

3.6.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.6.12.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.6.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.6.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.7 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card (MasterCard), from time-to-time, to place or make payment for orders under the Contract. Respondents without this capability shall be considered non-responsive and not eligible for award consideration.

3.8 INTERNET CAPABILITY:

County intends to use the Internet to communicate and to place orders under this Contract. Respondents without this capability shall be considered non-responsive and not eligible for award consideration.

3.9 SUBCONTRACTING:

3.9.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.9.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.10 SCHEDULE OF EVENTS:

Request for Proposals Issued: 03/24/2011

Pre-Proposal Conference: 04/12/2011

Deadline for written questions is (2) business days after Pre-Proposal Conference. Questions will ***not*** be responded to prior to the Pre-Proposal Conference or after the (2) business day deadline has elapsed. All questions and answers shall be posted to www.bidsync.com under the Q&A's tab for the solicitation and must be received by the end of business, **5:00 PM Arizona time (MST)**.

Proposals Opening Date: 04/29/2011

Deadline for submission of proposals is **2:00 P.M., Arizona Time (MST)**, on **April 29, 2011**. All proposals must be received before 2:00 P.M., Arizona Time (MST), on the above date at the Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003.

Proposed review of Proposals and short list decision: 05/24/2011

Proposed Respondent presentations: (if required) 06/01/2011

Proposed selection and negotiation: 06/02/2011

Proposed Best & Final (if required) 06/17/2011

Proposed award of Contract:

07/29/2011

All responses to this Request for Proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the County.

3.11 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County
Materials Management Department
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

Administrative telephone inquiries shall be addressed to:

Charles Hinegardner, Procurement Officer, 602.506.6476
(hinegardnerc@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents shall provide their proposals in accordance with Section 3.15 as follows:

3.12.1 One (1) original hardcopy of all proposal documents.

3.12.2 One (1) CD or flash drive providing all proposal documents in Word, Excel (Attachments A, A-1, D, D-1, D-2, D-3, D-4 and E) and then the entire proposal document in PDF format.

3.12.3 Eight (8) CD's or flash drives providing the entire proposal in PDF format only.

3.12.4 Respondents shall address proposals identified with return address, serial number and title in the following manner:

Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494

SERIAL 11019 – RFP, MAINTENANCE, REPAIR, OPERATING SUPPLIES,
INDUSTRIAL SUPPLIES, AND RELATED SERVICES

3.12.5 Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the RFP closing date.

3.13 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of 11019–RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 11019-RFP." **Exceptions that surface**

elsewhere and that do not also appear under the heading, “Exceptions to the PROPOSAL Solicitation, SERIAL 11019-RFP,” shall be considered invalid and void and of no contractual significance.

The County reserves the right to reject, determine the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

3.14 GENERAL CONTENT:

3.14.1 The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

3.14.2 The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this Request for Proposal but should outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.

3.15 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposal hardcopy must be submitted in binders and have sections tabbed as below: (Responses are limited to 200 pages, single sided, 10 point font type).

3.15.1 Table of Contents

3.15.2 Letter of Transmittal (Exhibit 2)

3.15.3 Executive Summary – This section shall contain an outline of the general approach utilized in the proposal.

3.15.4 Proposal – This section should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing respondent’s best offer.

3.15.5 Qualifications – This section shall describe the respondent’s ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.

3.15.6 Proposal exceptions

3.15.7 Attachments A and A-1 (Pricing)

3.15.8 Attachment B (Agreement Page)

3.15.9 Attachments C and C-1(References)

3.15.10 Attachments D, D-1 D-2 and D-3, D-4 (Price Analyses)

3.15.11 Attachment E (Retail Stores and Warehouse Locations)

3.15.12 Exhibit 3 Responses:

3.15.12.1 Completed and signed Supplier Qualification Worksheet for National Program Consideration

3.15.12.2 Required Supplier Information. (Four [4] pages)

- 3.15.13 Exhibit 5 – Administration Agreement signed, unaltered (Eleven [11] pages)
- 3.15.14 Exhibit 6 – Administration Agreement – Canada (If Applicable) (Two [2] pages)
- 3.15.15 Required Submittals:
 - 3.15.15.1 Section 2.8 – Rebate on Sales
 - 3.15.15.2 Section 2.9 – On-Line Catalog Discount
 - 3.15.15.3 Section 2.4.6 - Services

3.16 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Evaluation Committee shall be appointed, chaired by the Procurement Officer to evaluate each Proposal. At the County’s option, Respondents may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria.

- 3.16.1 Proven experience of the firm’s success in providing Maintenance, Repair, Operating Supplies, Industrial Supplies and Related Services on a nationwide and local basis in a timely manner.
- 3.16.2 Depth of response to PROPOSAL and QUALIFICATIONS of work outlined in Section 2 of this Solicitation.
- 3.16.3 Depth of response to SUPPLIER QUALIFICATIONS and SUPPLIER INFORMATION (EXHIBIT 3).
 - 3.16.3.1 Company profile – The ability for the company to provide positive references; demonstrate its reputation in the marketplace, experience, capability, and financial stability.
 - 3.16.3.2 Distribution – The ability of your firm to distribute products nationwide.
 - 3.16.3.3 Marketing – The firm’s marketing plan to promote this contractual agreement to Participating Public Agencies nationwide.
 - 3.16.3.4 Products – The firm’s ability to provide products by the major categories set forth in Section 2 of this Solicitation.
 - 3.16.3.5 Services – The firm’s ability to provide services as set forth in Section 2 of this Solicitation.
 - 3.16.3.6 Administration – The firm’s ability to administer the contract nationwide.
 - 3.16.3.7 Staffing Plan – The ability of your firm to dedicate personnel for this contract.
 - 3.16.3.8 Environmental – The firm’s environmental initiatives.
- 3.16.4 Distribution capabilities and the quantity and location of wholesale distribution centers and/or retail stores (ATTACHMENT E.)
- 3.16.5 Products and services offerings. Identify the specific PRODUCT CATEGORIES the firm is capable of providing without subcontracting.
- 3.16.6 Product Price Analyses (ATTACHMENTS D, D-1 D-2 D-3, and D-4)

3.17 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

- 3.17.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
 - 3.17.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.17.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.17.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.17.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.17.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Proposal.

3.17.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.18 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.18.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the e-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

3.18.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.18.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

3.19.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors

certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

- 3.19.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.20 CONTRACTOR LICENSE REQUIREMENT:

- 3.20.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

- 3.20.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.21 POST AWARD MEETING:

The successful Respondent(s) shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

NOTE 1: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY'S PROCUREMENT ADMINISTRATIVE INFORMATION AND SAMPLE CONTRACT DOCUMENT PRIOR TO SUBMITTING A PROPOSAL. FOR THIS INFORMATION, GO TO: www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp

NOTE 2: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSAL.

ATTACHMENT A

RETAIL PRICING

THE PRICING IS PREPARED IN MICROSOFT EXCEL 2000 OR LATER AND IS ATTACHED AS AN ICON. DOUBLE CLICK ON THE EXCEL ICON BELOW TO OPEN, VIEW AND/OR PRINT THE FOLLOWING PRICING PAGES. (NOTE: WORD MUST BE IN THE PAGE LAYOUT VIEW TO SEE THE ICON.)



Attachment A -
Retail Pricing.xls

ATTACHMENT A-1

WHOLESALE PRICING

THE PRICING IS PREPARED IN MICROSOFT EXCEL 2000 OR LATER AND IS ATTACHED AS AN ICON. DOUBLE CLICK ON THE EXCEL ICON BELOW TO OPEN, VIEW AND/OR PRINT THE FOLLOWING PRICING PAGES. (NOTE: WORD MUST BE IN THE PAGE LAYOUT VIEW TO SEE THE ICON.)



ATTACHMENT
A-1-Wholesale Pricing

ATTACHMENT B

AGREEMENT

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

[] Small Business Enterprise (SBE)

RESPONDENT (FIRM) SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

DUNS #

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY

STATE

ZIP

DATE

WEB SITE

EMAIL ADDRESS

ATTACHMENT C

PRODUCTS

RESPONDENT'S REFERENCES

RESPONDENT SUBMITTING PROPOSAL: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

ATTACHMENT C-1

INSTALLATION, REPAIR and RENOVATION SERVICES

RESPONDENT'S REFERENCES

NOTE: **PROVIDE AT LEAST THREE (3) PUBLIC AGENCY REFERENCES FOR WHICH THESE SERVICES HAVE BEEN PERFORMED. ALSO PROVIDE THE AGENCY'S CONTRACT NUMBER UNDER WHICH THE SERVICES WERE PERFORMED.**

RESPONDENT SUBMITTING PROPOSAL: _____

1. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E- MAIL ADDRESS: _____

PROVIDE ON A SEPARATE SHEET A DESCRIPTION OF THE PRODUCTS PROVIDED AND SERVICES PERFORMED, TOTAL DOLLAR AMOUNT OF PRODUCT AND TOTAL DOLLAR AMOUNT OF SERVICES PERFORMED.

2. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

PROVIDE ON A SEPARATE SHEET A DESCRIPTION OF THE PRODUCTS PROVIDED AND SERVICES PERFORMED, TOTAL DOLLAR AMOUNT OF PRODUCT AND TOTAL DOLLAR AMOUNT OF SERVICES PERFORMED.

3. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

PROVIDE ON A SEPARATE SHEET A DESCRIPTION OF THE PRODUCTS PROVIDED AND SERVICES PERFORMED, TOTAL DOLLAR AMOUNT OF PRODUCT AND TOTAL DOLLAR AMOUNT OF SERVICES PERFORMED.

ATTACHMENT D

WHOLESALE RESIDENTIAL/COMMERCIAL PRODUCT PRICE ANALYSIS

THE DOCUMENT IS PREPARED IN MICROSOFT EXCEL 2000 OR LATER AND IS ATTACHED AS AN ICON. DOUBLE CLICK ON THE EXCEL ICON BELOW TO OPEN, VIEW AND/OR PRINT THE FOLLOWING PRICING PAGES. (NOTE: WORD MUST BE IN THE PAGE LAYOUT VIEW TO SEE THE ICON.)



ATTACHMENT D Top
100 Product Price An

ATTACHMENT D-1

RETAIL RESIDENTIAL/COMMERCIAL PRODUCT PRICE ANALYSIS

THE DOCUMENT IS PREPARED IN MICROSOFT EXCEL 2000 OR LATER AND IS ATTACHED AS AN ICON. DOUBLE CLICK ON THE EXCEL ICON BELOW TO OPEN, VIEW AND/OR PRINT THE FOLLOWING PRICING PAGES. (NOTE: WORD MUST BE IN THE PAGE LAYOUT VIEW TO SEE THE ICON.)



ATTACHMENT D-1
Top 100 Product Price

ATTACHMENT D-2

WHOLESALE INDUSTRIAL PRODUCT PRICE ANALYSIS

THE DOCUMENT IS PREPARED IN MICROSOFT EXCEL 2000 OR LATER AND IS ATTACHED AS AN ICON. DOUBLE CLICK ON THE EXCEL ICON BELOW TO OPEN, VIEW AND/OR PRINT THE FOLLOWING PRICING PAGES. (NOTE: WORD MUST BE IN THE PAGE LAYOUT VIEW TO SEE THE ICON.)



Attachment D-2
Wholesale Ind. Suppli

ATTACHMENT D-3

RETAIL INDUSTRIAL PRODUCT PRICE ANALYSIS

THE DOCUMENT IS PREPARED IN MICROSOFT EXCEL 2000 OR LATER AND IS ATTACHED AS AN ICON. DOUBLE CLICK ON THE EXCEL ICON BELOW TO OPEN, VIEW AND/OR PRINT THE FOLLOWING PRICING PAGES. (NOTE: WORD MUST BE IN THE PAGE LAYOUT VIEW TO SEE THE ICON.)



Attachment D-3
Retail Ind. Supplies.x

ATTACHMENT D-4

PRICING FOR ALL PRODUCTS OFFERED

THE DOCUMENT IS PREPARED IN MICROSOFT EXCEL 2000 OR LATER AND IS ATTACHED AS AN ICON. DOUBLE CLICK ON THE EXCEL ICON BELOW TO OPEN, VIEW AND/OR PRINT THE FOLLOWING PRICING PAGES. (NOTE: WORD MUST BE IN THE PAGE LAYOUT VIEW TO SEE THE ICON.)



ATTACHMENT D-4
Pricing for All Product

ATTACHMENT E

RETAIL STORES AND WAREHOUSE LOCATIONS

THE DOCUMENT IS PREPARED IN MICROSOFT EXCEL 2000 OR LATER AND IS ATTACHED AS AN ICON. DOUBLE CLICK ON THE EXCEL ICON BELOW TO OPEN, VIEW AND/OR PRINT THE FOLLOWING PRICING PAGES. (NOTE: WORD MUST BE IN THE PAGE LAYOUT VIEW TO SEE THE ICON.)



ATTACHMENT E
Retail and Wholesale

EXHIBIT 1

SUPPLIER REGISTRATION PROCEDURES

BidSync.com Registration is FREE and REQUIRED for all Suppliers.

Register On-line at
https://www.bidsync.com/SupplierRegister?ac=register&pres_elected_plan=free&

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

For assistance, please contact BidSync Supplier Support Department via phone or email, during regular business hours: 1-800-990-9339 or agencysupport@BidSync.com

EXHIBIT 2

SAMPLE TRANSMITTAL LETTER

(To be typed on the letterhead of Offeror)

Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494

Re: RFP Number – 11019

To Whom It May Concern:

(NAME OF COMPANY) (Herein referred to as the "RESPONDENT"), hereby submits its response to your Request for Proposal dated _____, and agrees to perform as proposed in their proposal, if awarded the contract. The Respondent shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before _____ if you should desire to accept this proposal.

Very truly yours,

NAME (please print)

SIGNATURE

TITLE (please print)

EXHIBIT 3**SUPPLIER QUALIFICATIONS****SUPPLIERS****Commitments**

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

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

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

(i) The pricing, terms and conditions of the Master Agreement shall be Supplier's primary offering to Public Agencies.

(ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.

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

(iv) Supplier shall provide a national/senior management account 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.

(v) Supplier shall demonstrate in its request for proposal ("RFP") or invitation to bid ("ITB") response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.

(vi) Supplier's field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier's options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier's sales representative must contact the U.S.

Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency's objection, Supplier is permitted to pursue other options.

(vii) In states where Supplier has an existing state contract or cooperative contract, 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 counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.

(viii) During the term of the Agreement, Supplier shall not, without the prior written consent of U.S. Communities, enter into an agreement or renew an existing agreement with any Multi-State Purchasing Cooperative, other than U.S. Communities, for the purpose of offering Products and Services to Public Agencies through such Multi-State Purchasing Cooperative. A Multi-State Purchasing Cooperative is defined as any purchasing cooperative that administers contracts to Public Agencies in more than five (5) states that are competitively solicited by the purchasing cooperative itself or another Public Agency for the purpose of providing other Public Agencies access to the competitively solicited contracts.

(b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.

(i) **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 be required to match that lower pricing for customers 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 under the U.S. Communities contract 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.

(ii) 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.

(iii) Supplier's Options in Responding to a Third Party RFP or ITB. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts rather than issue their own RFPs and ITBs, 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 RFP or ITB. 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.

(D) Supplier may respond to the RFP or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement.

(E) Supplier may respond to the RFP or ITB 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**. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative 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**. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force

compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier's goods and services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

(iii) Sales Force Training. Supplier shall be responsible for the training of its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

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

- (A) A dedicated U.S. Communities internet web-based homepage containing:
- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
 - (2) Copy of original request for proposal or invitation to bid;
 - (3) Copy of Master Agreement including any amendments;
 - (4) Summary of products and 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 enquiries 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.

U.S. Communities Administration Agreement

The Supplier is required to execute, unaltered, the U.S. Communities Administration Agreement (attached hereto as EXHIBIT 5) prior to the award of the U.S. Communities contract. The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

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

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

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

State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
YES ___ NO ___

Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?
YES ___ NO ___

Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in all 50 U.S. states?
YES ___ NO ___

Did your company have sales greater than \$100 million last year?
YES ___ NO ___

Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?
YES ___ NO ___

Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES ___ NO ___

Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES ___ NO ___

Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES ___ NO ___

Will your company commit to the following program implementation schedule?
YES ___ NO ___

Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES ___ NO ___

Does your company agree to not pursue additional national or multi-state cooperative contracts during the contract period?
YES ___ NO ___

Submitted by:

(Printed Name)

(Signature)

(Title)

(Date)

New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call Discuss expectations Establish initial contact people & roles Outline kickoff plan Establish WebEx training date	One Week
2. Administrative Agreement Signed Lead Public Agency agreement signed	One Week
3. Supplier Login Established Complete Supplier initiation form Complete Supplier product template Create user account & user ID - Communicate to Supplier	One Week
4. Initial Sr. Management Meeting Review commitments Discuss National Account Manager (NAM) role & staff requirements Discuss reporting process & requirements Review kickoff plan Determine field sales introductory communication plan	Two Weeks
5. Initial NAM & Staff Training Meetings Discuss expectations, roles & responsibilities Introduce and review web-based tools Discuss sales organization & define roles Review with NAM Review process & expectations with NAM and lead referral person Discuss marketing plan and customer communication strategy Discuss Admin process/expectations & provide admin support training	Two Weeks
6. Review Top 10 Local Government Contracts Determine strategies with NAM	Two Weeks
7. Program Contact Requirements Supplier contacts communicated to U.S. Communities Staff Dedicated email Dedicated toll free number Dedicated fax number	Two Weeks
8. Web Development Initiate IT contact	Two Weeks

New Supplier Implementation Checklist	Target Completion After Award
Website construction	Three Weeks
Website final edit	Four Weeks
Product upload to U.S. Communities site	Four Weeks
9. Sales Training & Roll Out	
Regional Manager (RM) briefing - Coordinate with NAM	One Week
Initial remote WebEx training for all sales - Coordinate with NAM	Two Weeks
Top 10 metro areas - Coordinate with NAM & RM	Four Weeks
Initiate contact with Advisory Board (AB) members	Four Weeks
Training plan for other metros	
10. Marketing	
General announcement	
1 Page Summary with Supplier contacts	
Branding of program	
Supplier handbook	
Announcement to AB and Sponsors	
11. Green Initiative	
Identify Green Products - Certifications - New product identification	Two Weeks
Identify green expert	
Green reporting	Six Weeks
Upload product to U.S. Communities website - Product description - Picture - SKU	Four Weeks
Green marketing material - Approved by U.S. Communities - Printed/ Images - Articles/ Best Practices/ Supplier internal green practices - Workshops - Green tradeshow - 3rd Party green Suppliers	Six Weeks

EXHIBIT 3

SUPPLIER INFORMATION

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

Company

1. Total number and location of sales persons employed by your company in the United States;
2. Number and location of distribution outlets in the United States (ATTACHMENT E)
3. Number and location of support centers ;
4. Annual sales for 2008, 2009 and 2010 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2008, 2009, AND 2010			
Segment	2008 Sales	2009 Sales	2010 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
6. Number and location of retail stores (if applicable)
7. Provide a list with contact information of your company's ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided. Provide a list with contact information of five public agency customers that your company has lost in the last twelve months.

Distribution

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.

3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
5. State the company's standard delivery time and any options, including desktop delivery costs, for expediting delivery and return policies.
6. State restocking fees for products returned after thirty days.

Marketing

1. Outline your company's plan for marketing the Products to state and local government agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.
4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the amount of purchases of existing public agency clients that your company will transition to the U.S. Communities contract for the initial three years of the contract in the following format within your proposal.
 - a. \$_____.00 will be transitioned in year one.
 - b. \$_____.00 will be transitioned in year two.
 - c. \$_____.00 will be transitioned in year three.
5. Explain how your company proposes to resolve any complaints, issues or challenges.
6. Please submit the resume of the person your company proposes to serve as the National Accounts Manager. Also provide the resume for each person that will be dedicated full time to U.S. Communities account management.

Products

1. Provide a description of the Products to be provided by the major product category set forth in Section 2.0 of the RFP. The primary objective is for each Supplier to provide its complete product offering so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
3. State your fill rate (delivery of product within one day of order) for products, Section 2.0. If less than 98% guaranteed fill rate, specify fill rate and explain how you can achieve 98%.
4. Specify guaranteed fill rate by product category specified in Section 2.0.

5. State backorder policy. Do you fill or kill order and require Agency to reorder if item is backordered?
6. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for MRO products.

Services

1. Provide a description of the Services to be provided in Section 2.0 of the RFP. The primary objective is for each Supplier to provide its complete range of services so that Participating Public Agencies may utilize as appropriate for their needs.
2. List the states where the Supplier is licensed to do business.
3. Describe those services that are performed by your company versus those that are performed by subcontractors.
4. Describe the process and requirements of qualifying in-house personnel and subcontractors who will be performing services for your company. Include details on the types of background screening performed and any other required qualifications.
5. Describe your ongoing quality control processes to ensure qualified in-house personnel and subcontractors.
6. If Supplier offers installation services or renovation services, provide 3 references of Public Agencies for which services have been performed. Include complete contact information, a description of products provided and services performed, total dollar amount of product and total dollar amount of services performed.

Administration

1. Describe your company's capacity to employ EDI, telephone, Internet, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
2. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
3. Describe the state of e-commerce within your company and detail how Participating Public Agencies can benefit from your approach. Please document your company's level of expertise with the following software; Peoplesoft, Lawson, Oracle, School Dude and all others your company has successfully interfaced with a public agency. List, by software supplier, the following information: name of public agency, software system used, "go-live" date, net amount of total sales per Calendar Year since "go-live", and percentage of sales being processed exclusively via Internet/EDX (paperless) ordering. Include, by public agency, any enhancement, such as e-mail order acknowledgement and on-line order/tracking ability.
4. Describe your company's implementation and success with existing multi-state cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information as reference(s).

5. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
6. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.
7. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Financial Statements

The Supplier shall include an audited income statement and balance sheet from the most recent reporting period in its proposal.

Staffing Plan

A staffing plan is required which describes the Supplier's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the contracting organization, and amount of time to be devoted to the project.

Environmental

1. Provide a brief description of any company environmental initiatives, including any green products and certifications to be available through your company.
2. What is your company's environmental strategy?
3. What is your investment in being an environmentally preferable product leader?
4. Do you have any resources dedicated to your environmental strategy? Please describe.
5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Additional Information

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

EXHIBIT 4

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

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

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

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

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

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

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

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

EXHIBIT 5

ADMINISTRATION AGREEMENT

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

RECITALS

WHEREAS, _____ (“Lead Public Agency”) has entered into a certain Master Agreement dated as of _____, 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 & Services”);

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

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

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

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

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

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

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

ARTICLE I

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

ARTICLE II

TERM OF AGREEMENT

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

ARTICLE III

REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM),

Association of School Business Officials (ASBO) and National Institute of Government Purchasing (NIGP) (collectively, the “Founding Co-Sponsors”) and individual state-level sponsors. In addition, the U.S. Communities staff shall enhance Supplier’s marketing efforts through meetings with Public Agencies, participation in key events and tradeshow and by providing online tools to Supplier’s sales force.

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

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

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

(i) The pricing, terms and conditions of the Master Agreement shall be Supplier’s primary offering to Public Agencies.

(ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.

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

(iv) Supplier shall provide a national/senior management account 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.

(v) Supplier shall demonstrate in its request for proposal (“RFP”) or invitation to bid (“ITB”) response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.

(vi) Supplier’s field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier’s options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier’s sales

representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency's objection, Supplier is permitted to pursue other options.

(vii) In states where Supplier has an existing state contract or cooperative contract, 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 counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.

(viii) During the term of the Agreement, Supplier shall not, without the prior written consent of U.S. Communities, enter into an agreement or renew an existing agreement with any Multi-State Purchasing Cooperative, other than U.S. Communities, for the purpose of offering Products and Services to Public Agencies through such Multi-State Purchasing Cooperative. A Multi-State Purchasing Cooperative is defined as any purchasing cooperative that administers contracts to Public Agencies in more than five (5) states that are competitively solicited by the purchasing cooperative itself or another Public Agency for the purpose of providing other Public Agencies access to the competitively solicited contracts.

(b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.

(i) **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 be required to match that lower pricing for customers 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 under the U.S. Communities contract 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.

(ii) 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.

(iii) Supplier's Options in Responding to a Third Party RFP or ITB. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts rather than issue their own RFPs and ITBs, 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 RFP or ITB. 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.

(D) Supplier may respond to the RFP or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement.

(E) Supplier may respond to the RFP or ITB 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. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative 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. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier's goods and services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S.

Communities logo. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

(iii) Sales Force Training. Supplier shall be responsible for the training of its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

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

- (A) A dedicated U.S. Communities internet web-based homepage containing:
- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
 - (2) Copy of original request for proposal or invitation to bid;
 - (3) Copy of Master Agreement including any amendments;
 - (4) Summary of products and 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.

3.4 Breach of Supplier's Representations, Warranties 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. Failure by Supplier to cure such violation or non-compliance within ninety (90) days shall result in termination of this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct an extensive audit of Supplier's pricing at Supplier's sole cost and expense. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Lead Public Agency or U.S. Communities.

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 (a) two percent (2%) of aggregate purchases made during the month which comprise annual sales of the first \$340,000,000.00; and then (b) two and one-half percent (2.5%) of aggregate purchases made during the month which comprise annual sales exceeding \$340,000,000.00 (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by check or 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.

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

(a) Monthly Sales Reports shall include all sales reporting under the Master Agreement, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make

reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

(b) Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing.

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

5.4 Online Reporting. Within sixty (60) days of the end of each calendar quarter, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar quarter. Supplier shall contact U.S. Communities within fifteen (15) days of receiving notification of the online reporting and report to U.S. Communities any concerns or disputes regarding the reports, including but not limited to concerns regarding the following:

Report Name	Follow up with U.S. Communities
5 Qtr Drop Sales Analysis	Financial & Reporting Manager
Zero States Sales Report	Program Manager
Registered Agency Without Sales Report	Program Manager

Supplier shall have access to the above reports through the U.S. Communities intranet website. The following additional reports are also available to Supplier and are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement:

- (i) Agency Sales by Population/Enrollment Report
- (ii) Hot Prospect Sales Report
- (iii) New Lead Sales Report
- (iv) State Comparison Sales Report
- (v) Advisory Board Usage Report
- (vi) Various Agency Type Comparison Reports
- (vii) Sales Report Builder

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

ARTICLE VI

MISCELLANEOUS

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

6.2 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

6.3 Assignment.

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

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

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

U.S. Communities: U.S. Communities
2033 N. Main Street, Suite 700
Walnut Creek, California 94596
Attn: Program Manager Administration

Lead Public Agency: _____

Attn: _____

Supplier: _____

Attn: U.S. Communities Program Manager

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank – Signatures Follow]

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

By _____

Name: _____

Title: _____

APPENDIX A

MASTER AGREEMENT BETWEEN MARICOPA COUNTY AND AWARDED CONTRACTOR(S)

(To Be Attached Upon Finalization)

APPENDIX B

SALES REPORT FORMAT

Exhibit B - US (Data Format)												
Sales Report Template												
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Month	Amount
956000735	144	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	1525.50
956000222	144	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2008	4	1603.64
956000735	144	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	1625.05
956000735	144	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	45090.79
066002010	144	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2008	4	318.00
066001854	144	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2008	4	212.00

SALES REPORT DATA FORMAT				
Column Name	Data Type	Length	Example	Comment
TIN	Text	9	956000735, 066001854	No Dash, Do not omit leading zero.
Supplier ID	Number	3	111, 110, 116	See Supplier ID Table Below
Account No.	Text	25 max	Depends on supplier account no.	
Agency Name	Text	255 max	City of Groton, Los Angeles County	
Dept Name	Text	255 max	Purchasing Dept, Finance Dept	
Address	Text	255 max		
City	Text	255 max	Pittsburgh, Los Angeles	Must be a valid City name
State	Text	2	PA, CA, IL	
Zip	Text	5	90071, 06340	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Number	2	20, 30, 31	See Agency Type Table Below
Year	Number	4	2005	
Month	Number	1	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12	
Amount	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
80	State Agency
81	Independent Special District
82	Non-Profit
84	Other
99	Unknown

EXHIBIT 6

ADMINISTRATION AGREEMENT ADDENDUM

AFFILIATE PROGRAMS

U.S. Communities recently established Canadian Communities, an affiliate program in Canada which offers certain qualified contract awards. U.S. Communities shall continue to explore other practical international opportunities based upon the capacity of its contract suppliers to efficiently serve Public Agencies internationally.

Understanding that Supplier may not have the capacity or desire to participate in Canadian Communities or other affiliate programs, U.S. Communities offers these opportunities on a voluntary basis to Supplier.

The terms, conditions and commitments outlined and agreed upon in the U.S. Communities Administration Agreement shall be applied to Canadian Communities and any other international opportunities.

_____Supplier wishes to participate in Canadian Communities and other international opportunities, currently has the capacity to serve Canadian Public Agencies, and agrees to abide by the terms, conditions and commitments of the executed U.S. Communities Administration Agreement. Supplier to provide additional information requested in Canadian Communities Supplier Information section of this solicitation.

_____Supplier does not wish to participate in Canadian Communities or other international opportunities.

SUPPLIER:

_____,
a _____

By _____

Name: _____

Title: _____

ADMINISTRATION AGREEMENT

**CANADIAN COMMUNITIES
SUPPLIER INFORMATION**

If you checked that Supplier wishes to participate in Canadian Communities on the Administration Agreement Addendum, Affiliate Programs, provide the following additional information.

Company

1. Total number and location of sales persons employed by your company in Canada;
2. Number and location of distribution outlets in Canada (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales in Canada for 2008, 2009, and 2010.

Pricing

Provide a separate pricing file of products offered in Canada utilizing appropriate units of measure offered by Supplier.

EXHIBIT 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

Other states:

State of Oregon, State of Hawaii, State of Louisiana

Registered Cities, Towns, Villages and Boroughs in OR	
1	CEDAR MILL COMMUNITY LIBRARY
2	CITY COUNTY INSURANCE SERVICES
3	CITY OF ADAIR VILLAGE
4	CITY OF ALBANY
5	CITY OF ASHLAND
6	CITY OF ASTORIA OREGON
7	CITY OF AUMSVILLE
8	CITY OF AURORA
9	CITY OF BEAVERTON
10	CITY OF BOARDMAN
11	CITY OF BURNS
12	CITY OF CANBY
13	CITY OF CANNON BEACH OR
14	CITY OF CANYONVILLE
15	CITY OF CENTRAL POINT POLICE DEPARTMENT
16	CITY OF CLATSKANIE
17	CITY OF COBURG
18	CITY OF CONDON
19	CITY OF COOS BAY
20	CITY OF CORVALLIS
21	CITY OF COTTAGE GROVE
22	CITY OF CRESWELL
23	CITY OF DALLAS
24	CITY OF DAMASCUS
25	CITY OF DUNDEE
26	CITY OF EAGLE POINT
27	CITY OF ECHO
28	CITY OF ESTACADA
29	CITY OF EUGENE
30	CITY OF FAIRVIEW
31	CITY OF FALLS CITY
32	CITY OF GATES
33	CITY OF GEARHART
34	CITY OF GERVAIS

35	CITY OF GOLD HILL
36	CITY OF GRANTS PASS
37	CITY OF GRANTS PASS
38	CITY OF GRESHAM
39	CITY OF HALSEY
40	CITY OF HAPPY VALLEY
41	CITY OF HILLSBORO
42	CITY OF HOOD RIVER
43	CITY OF JOHN DAY
44	CITY OF KLAMATH FALLS
45	CITY OF LA GRANDE
46	CITY OF LAKE OSWEGO
47	CITY OF LAKESIDE
48	CITY OF LEBANON
49	CITY OF LINCOLN CITY
50	CITY OF MALIN
51	CITY OF MCMINNVILLE
52	CITY OF MEDFORD
53	CITY OF MILL CITY
54	CITY OF MILLERSBURG
55	CITY OF MILWAUKIE
56	City of Monmouth
57	CITY OF MORO
58	CITY OF MOSIER
59	CITY OF NEWBERG
60	CITY OF NORTH PLAINS
61	CITY OF OREGON CITY
62	CITY OF PHOENIX
63	CITY OF PILOT ROCK
64	CITY OF PORT ORFORD
65	CITY OF PORTLAND
66	CITY OF POWERS
67	CITY OF PRAIRIE CITY
68	CITY OF REDMOND
69	CITY OF REEDSPORT
70	CITY OF RIDDLE
71	CITY OF SALEM
72	CITY OF SANDY
73	CITY OF SANDY
74	CITY OF SCAPPOOSE
75	CITY OF SEASIDE
76	CITY OF SHADY COVE
77	CITY OF SHERWOOD
78	CITY OF SILVERTON
79	CITY OF SPRINGFIELD
80	CITY OF ST. PAUL
81	CITY OF STAYTON
82	CITY OF TIGARD, OREGON
83	City of Troutdale
84	CITY OF TUALATIN, OREGON
85	CITY OF WARRENTON

86	CITY OF WEST LINN/PARKS
87	CITY OF WILSONVILLE
88	CITY OF WINSTON
89	CITY OF WOOD VILLAGE
90	CITY OF WOODBURN
91	CITY OF YACHATS
92	FLORENCE AREA CHAMBER OF COMMERCE
93	GASTON RURAL FIRE DEPARTMENT
94	GLADSTONE POLICE DEPARTMENT
95	Hermiston Fire & Emergency Svcs
96	HOUSING AUTHORITY OF THE CITY OF SALEM
97	KEIZER POLICE DEPARTMENT
98	LEAGUE OF OREGON CITIES
99	MALIN COMMUNITY PARK AND RECREATION DISTRICT
100	METRO
101	MONMOUTH - INDEPENDENCE NETWORK
102	North Lincoln Fire & Rescue #1
103	PORTLAND DEVELOPMENT COMMISSION
104	RAINIER POLICE DEPARTMENT
105	RIVERGROVE WATER DISTRICT
106	St. Helens, City of
107	SUNSET EMPIRE PARK AND RECREATION
108	THE CITY OF NEWPORT
109	THE NEWPORT PARK AND RECREATION CENTER
110	TILLAMOOK PEOPLES UTILITY DISTRICT
111	Tillamook Urban Renewal Agency
112	TUALATIN VALLEY FIRE & RESCUE
113	WEST VALLEY HOUSING AUTHORITY
Registered Counties and Parishes in OR	
1	ASSOCIATION OF OREGON COUNTIES
2	BAY AREA HOSPITAL DISTRICT
3	BENTON COUNTY
4	Benton Soil & Water Conservation District
5	CENTRAL OREGON IRRIGATION DISTRICT
6	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
7	CLATSOP COUNTY
8	CLEAN WATER SERVICES
9	COLUMBIA COUNTY, OREGON
10	COLUMBIA RIVER PUD
11	COOS COUNTY HIGHWAY DEPARTMENT
12	CROOK COUNTY ROAD DEPARTMENT
13	CURRY COUNTY OREGON
14	DESCHUTES COUNTY
15	DESCHUTES COUNTY RFPD NO.2
16	DESCHUTES PUBLIC LIBRARY SYSTEM
17	DOUGLAS COUNTY
18	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
19	GILLIAM COUNTY
20	GILLIAM COUNTY OREGON
21	GRANT COUNTY, OREGON
22	HARNEY COUNTY SHERIFFS OFFICE

23	HOOD RIVER COUNTY
24	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
25	HOUSING AUTHORITY OF CLACKAMAS COUNTY
26	JACKSON COUNTY HEALTH AND HUMAN SERVICES
27	JEFFERSON COUNTY
28	Josephine County Sheriff
29	KLAMATH COUNTY VETERANS SERVICE OFFICE
30	LAKE COUNTY
31	LANE COUNTY
32	LINCOLN COUNTY
33	LINN COUNTY
34	MARION COUNTY , SALEM, OREGON
35	MARION COUNTY FIRE DISTRICT #1
36	MORROW COUNTY
37	MULTNOMAH COUNTY
38	MULTNOMAH LAW LIBRARY
39	MULTONAH COUNTY DRAINAGE DISTRICT #1
40	NAMI LANE COUNTY
41	NEAH KAH NIE WATER DISTRICT
42	OR INT'L PORT OF COOS BAY
43	POLK COUNTY
44	PORT OF BANDON
45	PORT OF UMPQUA
46	SANDY FIRE DISTRICT NO. 72
47	SHERMAN COUNTY
48	UMATILLA COUNTY, OREGON
49	UNION COUNTY
50	WALLOWA COUNTY
51	WASCO COUNTY
52	WASHINGTON COUNTY
53	YAMHILL COUNTY
54	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
Registered Higher Education in OR	
1	BIRTHINGWAY COLLEGE OF MIDWIFERY
2	BLUE MOUNTAIN COMMUNITY COLLEGE
3	CENTRAL OREGON COMMUNITY COLLEGE
4	CHEMEKETA COMMUNITY COLLEGE
5	CLACKAMAS COMMUNITY COLLEGE
6	COLUMBIA GORGE COMMUNITY COLLEGE
7	GEORGE FOX UNIVERSITY
8	KLAMATH COMMUNITY COLLEGE DISTRICT
9	LANE COMMUNITY COLLEGE
10	LEWIS AND CLARK COLLEGE
11	LINFIELD COLLEGE
12	LINN-BENTON COMMUNITY COLLEGE
13	MARYLHURST UNIVERSITY
14	MT. HOOD COMMUNITY COLLEGE
15	MULTNOMAH BIBLE COLLEGE
16	NATIONAL COLLEGE OF NATURAL MEDICINE
17	NORTHWEST CHRISTIAN COLLEGE
18	OREGON HEALTH AND SCIENCE UNIVERSITY

19	OREGON UNIVERSITY SYSTEM
20	PACIFIC UNIVERSITY
21	PORTLAND COMMUNITY COLLEGE
22	PORTLAND STATE UNIV.
23	REED COLLEGE
24	ROGUE COMMUNITY COLLEGE
25	SOUTHWESTERN OREGON COMMUNITY COLLEGE
26	TILLAMOOK BAY COMMUNITY COLLEGE
27	UMPQUA COMMUNITY COLLEGE
28	WESTERN STATES CHIROPRACTIC COLLEGE
29	WILLAMETTE UNIVERSITY
Registered K-12 in OR	
1	Amity School District 4-J
2	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
3	ARLINGTON SCHOOL DISTRICT NO. 3
4	ASTORIA SCHOOL DISTRICT 1C
5	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
6	BAKER SCHOOL DISTRICT 5-J
7	BANDON SCHOOL DISTRICT
8	BANKS SCHOOL DISTRICT
9	BEAVERTON SCHOOL DISTRICT
10	BEND / LA PINE SCHOOL DISTRICT
11	BEND-LA PINE SCHOOL DISTRICT
12	BROOKING HARBOR SCHOOL DISTRICT NO.17-C
13	CANBY SCHOOL DISTRICT
14	CANYONVILLE CHRISTIAN ACADEMY
15	CASCADE SCHOOL DISTRICT
16	CASCADES ACADEMY OF CENTRAL OREGON
17	CENTENNIAL SCHOOL DISTRICT
18	CENTRAL CATHOLIC HIGH SCHOOL
19	CENTRAL POINT SCHOOL DISTRICT NO. 6
20	CENTRAL SCHOOL DISTRICT 13J
21	CLACKAMAS EDUCATION SERVICE DISTRICT
22	COOS BAY SCHOOL DISTRICT
23	COOS BAY SCHOOL DISTRICT NO.9
24	COQUILLE SCHOOL DISTRICT 8
25	COUNTY OF YAMHILL SCHOOL DISTRICT 29
26	CRESWELL SCHOOL DISTRICT
27	CROSSROADS CHRISTIAN SCHOOL
28	CULVER SCHOOL DISTRICT NO.
29	DALLAS SCHOOL DISTRICT NO. 2
30	DAVID DOUGLAS SCHOOL DISTRICT
31	DAYTON SCHOOL DISTRICT NO.8
32	DE LA SALLE N CATHOLIC HS
33	DESCHUTES COUNTY SD NO.6 - SISTERS SD
34	DOUGLAS COUNTY SCHOOL DISTRICT 116
35	DOUGLAS EDUCATION SERVICE DISTRICT
36	DUFUR SCHOOL DISTRICT NO.29
37	ELKTON SCHOOL DISTRICT NO.34
38	ESTACADA SCHOOL DISTRICT NO.108
39	FOREST GROVE SCHOOL DISTRICT

40	GASTON SCHOOL DISTRICT 511J
41	GEN CONF OF SDA CHURCH WESTERN OR
42	GERVAIS SCHOOL DIST. #1
43	GLADSTONE SCHOOL DISTRICT
44	GLENDALE SCHOOL DISTRICT
45	GLIDE SCHOOL DISTRICT NO.12
46	GRANTS PASS SCHOOL DISTRICT 7
47	GREATER ALBANY PUBLIC SCHOOL DISTRICT
48	GRESHAM-BARLOW SCHOOL DISTRICT
49	HARNEY COUNTY SCHOOL DIST. NO.3
50	HARNEY EDUCATION SERVICE DISTRICT
51	HEAD START OF LANE COUNTY
52	HERITAGE CHRISTIAN SCHOOL
53	HIGH DESERT EDUCATION SERVICE DISTRICT
54	hillsboro school district
55	HOOD RIVER COUNTY SCHOOL DISTRICT
56	JACKSON CO SCHOOL DIST NO.9
57	JEFFERSON COUNTY SCHOOL DISTRICT 509-J
58	JEFFERSON SCHOOL DISTRICT
59	KLAMATH FALLS CITY SCHOOLS
60	LA GRANDE SCHOOL DISTRICT
61	LAKE OSWEGO SCHOOL DISTRICT 7J
62	LANE COUNTY SCHOOL DISTRICT 4J
63	LANE COUNTY SCHOOL DISTRICT 69
64	LEBANON COMMUNITY SCHOOLS NO.9
65	LINCOLN COUNTY SCHOOL DISTRICT
66	LINN CO. SCHOOL DIST. 95C - SCIO SD
67	LIVINGSTONE ADVENTIST ACADEMY
68	LOST RIVER JR/SR HIGH SCHOOL
69	LOWELL SCHOOL DISTRICT NO.71
70	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
71	MCMINNVILLE SCHOOL DISTRICT NO.40
72	MEDFORD SCHOOL DISTRICT 549C
73	MITCH CHARTER SCHOOL
74	MOLALLA RIVER ACADEMY
75	MOLALLA RIVER SCHOOL DISTRICT NO.35
76	MONROE SCHOOL DISTRICT NO.1J
77	MORROW COUNTY SCHOOL DISTRICT
78	MT. ANGEL SCHOOL DISTRICT NO.91
79	MT.SCOTT LEARNING CENTERS
80	MULTISENSORY LEARNING ACADEMY
81	MULTNOMAH EDUCATION SERVICE DISTRICT
82	MYRTLE POINT SCHOOL DISTRICT NO.41
83	NEAH-KAH-NIE DISTRICT NO.56
84	NESTUCCA VALLEY SCHOOL DISTRICT NO.101
85	NOBEL LEARNING COMMUNITIES
86	NORTH BEND SCHOOL DISTRICT 13
87	NORTH CLACKAMAS SCHOOL DISTRICT
88	NORTH SANTIAM SCHOOL DISTRICT 29J
89	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
90	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT

91	NYSSA SCHOOL DISTRICT NO. 26
92	ONTARIO MIDDLE SCHOOL
93	OREGON TRAIL SCHOOL DISTRICT NO.46
94	OUR LADY OF THE LAKE SCHOOL
95	PHILOMATH SCHOOL DISTRICT
96	PHOENIX-TALENT SCHOOL DISTRICT NO.4
97	PORTLAND ADVENTIST ACADEMY
98	PORTLAND JEWISH ACADEMY
99	PORTLAND PUBLIC SCHOOLS
100	RAINIER SCHOOL DISTRICT
101	REDMOND PROFICIENCY ACADEMY
102	REDMOND SCHOOL DISTRICT
103	REEDSPORT SCHOOL DISTRICT
104	REYNOLDS SCHOOL DISTRICT
105	ROGUE RIVER SCHOOL DISTRICT NO.35
106	ROSEBURG PUBLIC SCHOOLS
107	SALEM-KEIZER PUBLIC SCHOOLS
108	Santiam Canyon SD 129J
109	SCAPPOOSE SCHOOL DISTRICT 1J
110	SEASIDE SCHOOL DISTRICT 10
111	SEVEN PEAKS SCHOOL
112	Sheridan School District 48J
113	SHERWOOD SCHOOL DISTRICT 88J
114	SILVER FALLS SCHOOL DISTRICT
115	SIUSLAW SCHOOL DISTRICT
116	SOUTH COAST EDUCATION SERVICE DISTRICT
117	SOUTH LANE SCHOOL DISTRICT 45J3
118	SOUTH UMPQUA SCHOOL DISTRICT #19
119	SOUTHERN OREGON EDUCATION SERVICE DISTRICT
120	SOUTHWEST CHARTER SCHOOL
121	SPRINGFIELD SCHOOL DISTRICT NO.19
122	St. Mary Catholic School
123	St. Paul School District
124	STANFIELD SCHOOL DISTRICT
125	SWEET HOME SCHOOL DISTRICT NO.55
126	THE CATLIN GABEL SCHOOL
127	TIGARD-TUALATIN SCHOOL DISTRICT
128	UMATILLA-MORROW ESD
129	VERNONIA SCHOOL DISTRICT 47J
130	WEST HILLS COMMUNITY CHURCH
131	WEST LINN WILSONVILLE SCHOOL DISTRICT
132	WHITEAKER MONTESSORI SCHOOL
133	WILLAMETTE EDUCATION SERVICE DISTRICT
134	WILLAMINA SCHOOL DISTRICT
135	YONCALLA SCHOOL DISTRICT NO.32
Registered NonProfit and Other in OR	
1	211INFO
2	ACUMENTRA HEALTH
3	ADDICTIONS RECOVERY CENTER, INC
4	All God's Children International
5	ALLFOURONE/CRESTVIEW CONFERENCE CTR.

6	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
7	ALZHEIMERS NETWORK OF OREGON
8	ASHLAND COMMUNITY HOSPITAL
9	ATHENA LIBRARY FRIENDS ASSOCIATION
10	BARLOW YOUTH FOOTBALL
11	BAY AREA FIRST STEP, INC.
12	BENTON HOSPICE SERVICE
13	BETHEL CHURCH OF GOD
14	BIRCH COMMUNITY SERVICES, INC.
15	BLACHLY LANE ELECTRIC COOPERATIVE
16	BLIND ENTERPRISES OF OREGON
17	Bob Belloni Ranch, Inc.
18	BONNEVILLE ENVIRONMENTAL FOUNDATION
19	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
20	BROAD BASE PROGRAMS INC.
21	CANBY FOURSQUARE CHURCH
22	CANCER CARE RESOURCES
23	CASCADIA BEHAVIORAL HEALTHCARE
24	CASCADIA REGION GREEN BUILDING COUNCIL
25	CATHOLIC CHARITIES
26	CATHOLIC COMMUNITY SERVICES
27	CENTER FOR COMMUNITY CHANGE
28	CENTER FOR RESEARCH TO PRACTICE
29	CENTRAL BIBLE CHURCH
30	CENTRAL CITY CONCERN
31	CENTRAL DOUGLAS COUNTY FAMILY YMCA
32	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
33	CHILDPEACE MONTESSORI
34	CITY BIBLE CHURCH
35	CLACKAMAS RIVER WATER
36	CLASSROOM LAW PROJECT
37	Clatskanie People's Utility District
38	COAST REHABILITATION SERVICES
39	Coastal Family Health Center
40	COLLEGE HOUSING NORTHWEST
41	COLUMBIA COMMUNITY MENTAL HEALTH
42	COMMUNITY ACTION ORGANIZATION
43	COMMUNITY ACTION TEAM, INC.
44	COMMUNITY CANCER CENTER
45	COMMUNITY HEALTH CENTER, INC
46	COMMUNITY VETERINARY CENTER
47	CONFEDERATED TRIBES OF GRAND RONDE
48	CONSERVATION BIOLOGY INSTITUTE
49	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
50	CORVALLIS MOUNTAIN RESCUE UNIT
51	COVENANT CHRISTIAN HOOD RIVER
52	COVENANT RETIREMENT COMMUNITIES
53	DECISION SCIENCE RESEARCH INSTITUTE, INC.
54	DELIGHT VALLEY CHURCH OF CHRIST
55	DOGS FOR THE DEAF, INC.
56	DOUGLAS ELECTRIC COOPERATIVE, INC.

57	EAST HILL CHURCH
58	EAST SIDE FOURSQUARE CHURCH
59	EAST WEST MINISTRIES INTERNATIONAL
60	EDUCATIONAL POLICY IMPROVEMENT CENTER
61	ELMIRA CHURCH OF CHRIST
62	EMERALD PUD
63	EMMAUS CHRISTIAN SCHOOL
64	EN AVANT, INC.
65	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
66	EUGENE BALLET COMPANY
67	EUGENE SYMPHONY ASSOCIATION, INC.
68	EUGENE WATER & ELECTRIC BOARD
69	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
70	FAIR SHARE RESEARCH AND EDUCATION FUND
71	FAITH CENTER
72	FAITHFUL SAVIOR MINISTRIES
73	FAMILIES FIRST OF GRANT COUNTY, INC.
74	FANCONI ANEMIA RESEARCH FUND INC.
75	FARMWORKER HOUSING DEV CORP
76	FIRST CHURCH OF THE NAZARENE
77	FIRST UNITARIAN CHURCH
78	FORD FAMILY FOUNDATION
79	FOUNDATIONS FOR A BETTER OREGON
80	FRIENDS OF THE CHILDREN
81	GATEWAY TO COLLEGE NATIONAL NETWORK
82	GOAL ONE COALITION
83	GOLD BEACH POLICE DEPARTMENT
84	GOOD SHEPHERD COMMUNITIES
85	Good Shepherd Medical Center
86	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
87	GRACE BAPTIST CHURCH
88	GRANT PARK CHURCH
89	GRANTS PASS MANAGEMENT SERVICES, DBA
90	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
91	HALFWAY HOUSE SERVICES, INC.
92	HEARING AND SPEECH INSTITUTE INC
93	HELP NOW! ADVOCACY CENTER
94	HIGHLAND HAVEN
95	HIGHLAND UNITED CHURCH OF CHRIST
96	HIV ALLIANCE, INC
97	HOUSING AUTHORITY OF LINCOLN COUNTY
98	HOUSING AUTHORITY OF PORTLAND
99	HOUSING NORTHWEST
100	Independent Development Enterprise Alliance
101	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
102	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
103	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
104	InventSuccess
105	IRCO
106	JASPER MOUNTAIN
107	JUNIOR ACHIEVEMENT

108	KLAMATH HOUSING AUTHORITY
109	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
110	LA GRANDE UNITED METHODIST CHURCH
111	Lane Council of Governments
112	LANE ELECTRIC COOPERATIVE
113	LANE MEMORIAL BLOOD BANK
114	LANECO FEDERAL CREDIT UNION
115	LAUREL HILL CENTER
116	LIFEWORCS NW
117	LIVING WAY FELLOWSHIP
118	LOAVES & FISHES CENTERS, INC.
119	LOCAL GOVERNMENT PERSONNEL INSTITUTE
120	LOOKING GLASS YOUTH AND FAMILY SERVICES
121	MACDONALD CENTER
122	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
123	MARION COUNTY HOUSING AUTHORITY
124	Mental Health for Children, Inc.
125	METRO HOME SAFETY REPAIR PROGRAM
126	METROPOLITAN FAMILY SERVICE
127	MID COLUMBIA COUNCIL OF GOVERNMENTS
128	MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL
129	MID-COLUMBIA CENTER FOR LIVING
130	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
131	MORNING STAR MISSIONARY BAPTIST CHURCH
132	MORRISON CHILD AND FAMILY SERVICES
133	MOSAIC CHURCH
134	NAMI of Washington County
135	NAMI OREGON
136	NATIONAL PSORIASIS FOUNDATION
137	NATIONAL WILD TURKEY FEDERATION
138	NEW AVENUES FOR YOUTH INC
139	NEW BEGINNINGS CHRISTIAN CENTER
140	NEW HOPE COMMUNITY CHURCH
141	NEWBERG FRIENDS CHURCH
142	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
143	North Pacific District of Foursquare Churches
144	NORTHWEST ENERGY EFFICIENCY ALLIANCE
145	NORTHWEST FOOD PROCESSORS ASSOCIATION
146	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
147	NORTHWEST REGIONAL EDUCATIONAL LABORATORY
148	NORTHWEST YOUTH CORPS
149	OCHIN
150	OHSU FOUNDATION
151	OLIVET BAPTIST CHURCH
152	OMNIMEDIX INSTITUTE
153	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
154	OREGON BALLET THEATRE
155	OREGON CITY CHURCH OF THE NAZARENE
156	OREGON COAST COMMUNITY ACTION
157	OREGON DEATH WITH DIGNITY
158	OREGON DONOR PROGRAM

159	OREGON EDUCATION ASSOCIATION
160	OREGON ENVIRONMENTAL COUNCIL
161	OREGON LIONS SIGHT & HEARING FOUNDATION
162	OREGON MUSUEM OF SCIENCE AND INDUSTRY
163	OREGON PROGRESS FORUM
164	OREGON REPERTORY SINGERS
165	Oregon Research Institute
166	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
167	OREGON SUPPORTED LIVING PROGRAM
168	OSLC COMMUNITY PROGRAMS
169	OUTSIDE IN
170	OUTSIDE IN
171	PACIFIC CASCADE FEDERAL CREDIT UNION
172	PACIFIC FISHERY MANAGEMENT COUNCIL
173	PACIFIC INSTITUTES FOR RESEARCH
174	PACIFIC STATES MARINE FISHERIES COMMISSION
175	PARALYZED VETERANS OF AMERICA
176	PARTNERSHIPS IN COMMUNITY LIVING, INC.
177	PENDLETON ACADEMIES
178	PENTAGON FEDERAL CREDIT UNION
179	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
180	PORT CITY DEVELOPMENT CENTER
181	PORTLAND ART MUSEUM
182	PORTLAND BUSINESS ALLIANCE
183	PORTLAND HABILITATION CENTER, INC.
184	Portland Oregon Visitors Association
185	PORTLAND SCHOOLS FOUNDATION
186	PORTLAND WOMENS CRISIS LINE
187	PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
188	PRINGLE CREEK SUSTAINABLE LIVING CENTER
189	PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL
190	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
191	QUADRIPLLEGICS UNITED AGAINST DEPENDENCY, INC.
192	REBUILDING TOGETHER - PORTLAND INC.
193	REGIONAL ARTS AND CULTURE COUNCIL
194	RELEVANT LIFE CHURCH
195	RENEWABLE NORTHWEST PROJECT
196	ROGUE FEDERAL CREDIT UNION
197	ROSE VILLA, INC.
198	SACRED HEART CATHOLIC DAUGHTERS
199	SAIF CORPORATION
200	SAINT ANDREW NATIVITY SCHOOL
201	SAINT CATHERINE OF SIENA CHURCH
202	SAINT JAMES CATHOLIC CHURCH
203	Salem Academy
204	SALEM ALLIANCE CHURCH
205	SALEM ELECTRIC
206	SALMON-SAFE INC.
207	SCIENCEWORKS
208	SE WORKS
209	SECURITY FIRST CHILD DEVELOPMENT CENTER

210	SELF ENHANCEMENT INC.
211	SERENITY LANE
212	SEXUAL ASSAULT RESOURCE CENTER
213	SHELTERCARE
214	SHERIDAN JAPANESE SCHOOL FOUNDATION
215	SHERMAN DEVELOPMENT LEAGUE, INC.
216	SILVERTON AREA COMMUNITY AID
217	SISKIYOU INITIATIVE
218	SMART
219	SOCIAL VENTURE PARTNERS PORTLAND
220	SONRISE CHURCH
221	SOUTH COAST HOSPICE, INC.
222	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
223	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
224	SOUTHERN OREGON HUMANE SOCIETY
225	SPARC ENTERPRISES
226	SPIRIT WIRELESS
227	SPONSORS, INC.
228	SPOTLIGHT THEATRE OF PLEASANT HILL
229	SPRINGFIELD UTILITY BOARD
230	ST VINCENT DE PAUL
231	ST. ANTHONY CHURCH
232	ST. ANTHONY SCHOOL
233	ST. MARYS OF MEDFORD, INC.
234	St. Matthew Catholic School
235	ST. VINCENT DEPAUL OF LANE COUNTY
236	STAND FOR CHILDREN
237	STAR OF HOPE ACTIVITY CENTER INC.
238	Store to Door
239	Street Ministry
240	SUMMIT VIEW COVENANT CHURCH
241	SUNNYSIDE FOURSQUARE CHURCH
242	SUNRISE ENTERPRISES
243	SUSTAINABLE NORTHWEST
244	TENAS ILLAHEE CHILDCARE CENTER
245	The Dreaming Zebra Foundation
246	THE EARLY EDUCATION PROGRAM, INC.
247	The International School
248	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
249	THE NEXT DOOR
250	THE OREGON COMMUNITY FOUNDATION
251	THE SALVATION ARMY - CASCADE DIVISION
252	TILLAMOOK CNTY WOMENS CRISIS CENTER
253	TILLAMOOK ESTUARIES PARTNERSHIP
254	TOUCHSTONE PARENT ORGANIZATION
255	TRAILS CLUB
256	TRAINING EMPLOYMENT CONSORTIUM
257	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
258	TRILLIUM FAMILY SERVICES, INC.
259	UMPQUA COMMUNITY DEVELOPMENT CORPORATION
260	UNION GOSPEL MISSION

261	UNITED CEREBRAL PALSY OF OR AND SW WA
262	UNITED WAY OF THE COLUMBIA WILLAMETTE
263	US CONFERENCE OF MENONNITE BRETHREN CHURCHES
264	US FISH AND WILDLIFE SERVICE
265	USAGENCIES CREDIT UNION
266	VERMONT HILLS FAMILY LIFE CENTER
267	Viking Sal Senior Center
268	VIRGINIA GARCIA MEMORIAL HEALTH CENTER
269	VOLUNTEERS OF AMERICA OREGON
270	WE CARE OREGON
271	WESTERN RIVERS CONSERVANCY
272	WESTERN STATES CENTER
273	WESTSIDE BAPTIST CHURCH
274	WHITE BIRD CLINIC
275	WILD SALMON CENTER
276	WILLAMETTE FAMILY
277	WILLAMETTE LUTHERAN HOMES, INC
278	WILLAMETTE VIEW INC.
279	Women's Safety & Resource Center
280	WOODBURN AREA CHAMBER OF COMMERCE
281	WORD OF LIFE COMMUNITY CHURCH
282	WORKSYSTEMS INC
283	YOUTH GUIDANCE ASSOC.
284	YWCA SALEM
Registered Special/Independent in OR	
1	Banks Fire District #13
2	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
3	CHEHALEM PARK AND RECREATION DISTRICT
4	COLUMBIA 911 COMMUNICATIONS DISTRICT
5	GLENDALE RURAL FIRE DISTRICT
6	HOODLAND FIRE DISTRICT NO.74
7	KLAMATH COUNTY 9-1-1
8	LANE EDUCATION SERVICE DISTRICT
9	LANE TRANSIT DISTRICT
10	METROPOLITAN EXPOSITION-RECREATION COMMISSION
11	NW POWER POOL
12	OAK LODGE WATER DISTRICT
13	PORT OF SIUSLAW
14	PORT OF ST HELENS
15	REGIONAL AUTOMATED INFORMATION NETWORK
16	SALEM AREA MASS TRANSIT DISTRICT
17	THE PORT OF PORTLAND
18	TUALATIN HILLS PARK AND RECREATION DISTRICT
19	TUALATIN VALLEY WATER DISTRICT
20	UNION SOIL & WATER CONSERVATION DISTRICT
21	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
22	WILLAMALANE PARK AND RECREATION DISTRICT
Registered State Agencies in OR	
1	BOARD OF MEDICAL EXAMINERS
2	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
3	OFFICE OF THE STATE TREASURER

4	OREGON BOARD OF ARCHITECTS
5	OREGON CHILD DEVELOPMENT COALITION
6	OREGON DEPARTMENT OF EDUCATION
7	OREGON DEPARTMENT OF FORESTRY
8	OREGON DEPT OF TRANSPORTATION
9	OREGON DEPT. OF EDUCATION
10	OREGON LOTTERY
11	OREGON OFFICE OF ENERGY
12	OREGON STATE BOARD OF NURSING
13	OREGON STATE DEPT OF CORRECTIONS
14	OREGON STATE POLICE
15	OREGON TOURISM COMMISSION
16	OREGON TRAVEL INFORMATION COUNCIL
17	SANTIAM CANYON COMMUNICATION CENTER
18	SEIU LOCAL 503, OPEU
Registered Counties and Parishes in HI	
	CITY AND COUNTY OF HONOLULU
1	BOARD OF WATER SUPPLY
2	COUNTY OF HAWAII
3	MAUI COUNTY COUNCIL
Registered Higher Education in HI	
1	ARGOSY UNIVERSITY
2	BRIGHAM YOUNG UNIVERSITY - HAWAII
3	COLLEGE OF THE MARSHALL ISLANDS
4	HAWAII PACIFIC UNIVERSITY
5	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
6	UNIVERSITY OF HAWAII AT MANOA
Registered K-12 in HI	
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
2	EMMANUAL LUTHERAN SCHOOL
3	HANAHAU`OLI SCHOOL
4	HAWAII TECHNOLOGY ACADEMY
5	ISLAND SCHOOL
6	KAMEHAMEHA SCHOOLS
7	KE KULA O S. M. KAMAKAU
8	MARYKNOLL SCHOOL
9	PACIFIC BUDDHIST ACADEMY
Registered NonProfit and Other in HI	
1	ALOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
2	ALOHACARE
3	AMERICAN LUNG ASSOCIATION
4	ASSOCIATION OF OWNERS OF KUKUI PLAZA
5	BISHOP MUSEUM
6	BUILDING INDUSTRY ASSOCIATION OF HAWAII
7	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
8	EAH, INC.
9	EASTER SEALS HAWAII
10	GOODWILL INDUSTRIES OF HAWAII, INC.
11	HABITAT FOR HUMANITY MAUI
12	HALE MAHAOLU
13	HAROLD K.L. CASTLE FOUNDATION

14	HAWAII AGRICULTURE RESEARCH CENTER
15	Hawaii Carpenters Market Recovery Program Fund
16	HAWAII EMPLOYERS COUNCIL
17	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
18	HAWAII STATE FCU
19	HONOLULU HABITAT FOR HUMANITY
20	IUPAT, DISTRICT COUNCIL 50
21	LANAKILA REHABILITATION CENTER INC.
22	LEEWARD HABITAT FOR HUMANITY
23	MAUI COUNTY FCU
24	MAUI ECONOMIC DEVELOPMENT BOARD
25	MAUI ECONOMIC OPPORTUNITY, INC.
26	MAUI FAMILY YMCA
27	NA HALE O MAUI
28	NA LEI ALOHA FOUNDATION
29	NETWORK ENTERPRISES, INC.
30	ORI ANUENUE HALE, INC.
31	PARTNERS IN DEVELOPMENT FOUNDATION
32	POLYNESIAN CULTURAL CENTER
33	PUNAHOU SCHOOL
34	Saint Louis School
35	ST. THERESA CHURCH
36	UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
37	W. M. KECK OBSERVATORY
38	WAIANAE COMMUNITY OUTREACH
39	WAILUKU FEDERAL CREDIT UNION
40	YMCA OF HONOLULU
Registered State Agencies in HI	
1	ADMIN. SERVICES OFFICE
2	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
3	HAWAII HEALTH SYSTEMS CORPORATION
4	SOH- JUDICIARY CONTRACTS AND PURCH
5	STATE DEPARTMENT OF DEFENSE
6	STATE OF HAWAII
7	STATE OF HAWAII
8	STATE OF HAWAII, DEPT. OF EDUCATION
Registered Cities, Towns, Villages and Boroughs in LA	
1	ASCENSION PARISH LIBRARY
2	BALL POLICE DEPARTMENT
3	BREAUX BRIDGE HOUSING AUTHORITY
4	BUNKIE FIRE DEPT
5	CADDO PARISH CLERK OF COURT
6	CITY OF ALEXANDRIA
7	CITY OF BAKER POLICE DEPARTMENT
8	CITY OF BOSSIER
9	CITY OF COVINGTON
10	city of gretna
11	CITY OF HAMMOND
12	CITY OF KENNER
13	CITY OF LAKE CHARLES FIRE DEPT
14	CITY OF LEESVILLE

15	CITY OF MINDEN
16	CITY OF MONROE
17	CITY OF NEW ROADS
18	CITY OF PLAQUEMINE
19	CITY OF PORT ALLEN
20	CITY OF RUSTON
21	CITY OF SHREVEPORT
22	CITY OF SLIDELL
23	CITY OF VILLE PLATTE
24	CITY OF WEST MONROE
25	CITY OF WESTLAKE
26	CITY OF WINNFIELD
27	CITY OF WINNSBORO
28	DENHAM SPRINGS CITY MARSHAL
29	FIRE PROTECTION DIST. NO. 5
30	GREATER NEW ORLEANS EXPRESSWAY COMMISSION
31	GREATER NEW ORLEANS FOUNDATION
32	LOUISIANA PUBLIC EMPLOYEES COUNCIL 17 AFSCME AFL- CIO BUILDING CORP
33	MONROE CITY
34	PONCHATOULA POLICE DEPT.
35	RAYNE HOUSING AUTHORITY
36	Sewerage and Water Board of New Orleans
37	ST. BERNARD PARISH GOVERNMENT
38	TOWN OF ARCADIA
39	TOWN OF BENTON
40	TOWN OF CHURCH POINT
41	TOWN OF FARMERVILLE
42	TOWN OF GRAND ISLE
43	TOWN OF HAYNESVILLE
44	TOWN OF HOMER
45	TOWN OF JONESBORO
46	TOWN OF JONESVILLE
47	TOWN OF LEONVILLE
48	TOWN OF OLLA
49	TOWN OF PEARL RIVER
50	TOWN OF RAYVILLE
51	TOWN OF ROSEPINE
52	TOWN OF STERLINGTON
53	TOWN OF WATERPROOF
54	TOWN OF WHITE CASTLE
55	VILLAGE OF FENTON
56	VILLAGE OF FOREST HILL
57	VILLAGE OF PALMETTO
Registered Counties and Parishes in LA	
1	15TH JUDICIAL DISTRICT COURT
2	Acadia Parish Clerk of Court
3	ASSUMPTION PARISH LIBRARY
4	BIENVILLE PARISH POLICE JURY
5	BOSSIER LEVEE DISTRICT
6	BOSSIER PARISH ASSESSOR

7	BOSSIER PARISH CLERK OF CT
8	BOSSIER SHERIFFS DEPARTMENT
9	CADDO PARISH COMMISSION
10	CADDO PARISH TAX ASSESSOR
11	CALDWELL PARISH CLERK OF COURT
12	CALDWELL PARISH HOUSING AUTHORITY
13	CATAHOULA PARISH POLICE JURY
14	CITY OF OPELOUSAS
15	CLAIBORNE PARISH POLICE JURY
16	CONCORDIA PARISH POLICE JURY
17	DESOTO PARISH EMS
18	DESOTO PARISH POLICE JURY
19	DESOTO PARISH TAX ASSESSOR
20	EAST BATON ROUGE PARISH CLERK OF COURT
21	EAST CENTRAL BOSSIER PARISH FIRE DISTRICT #1
22	EAST FELICIANA PARISH SHERIFF OFFICE
23	EVANGELINE PARISH SHERIFF DEPT.
24	FIRE PROTECTION DISTRICT NO 1 OF TENSAS PARISH
25	FRANKLIN ECONOMIC DEVELOPMENT FOUNDATION
26	GRANT PARISH POLICE JURY
27	GRANT PARISH SHERIFF
28	IBERIA PARISH GOVERNMENT
29	IBERVILLE PARISH COUNCIL
30	JACKSON PARISH POLICE JURY
31	JEFFERSON PARISH DISTRICT ATTORNEY
32	JEFFERSON PARISH GOVERNMENT
33	LA SALLE PARISH POLICE JURY
34	LINCOLN PARISH LIBRARY
35	MOREHOUSE PARISH POLICE JURY
36	ORLEANS PARISH CRIMINAL SHERIFFS OFFICE
37	OUACHITA MULTI-PURPOSE COMMUNITY ACTION PROGRAM, INC
38	OUACHITA PARISH POLICE JURY
39	OUACHITA PARISH POLICE JURY
40	PLAQUEMINES PARISH GOVERNMENT
41	POINTE COUPEE PARISH POLICE JURY
42	RAPIDES PARISH LIBRARY
43	RAPIDES PARISH POLICE JURY
44	RICHLAND PARISH LIBRARY
45	RICHLAND PARISH SHERIFF DEPARTMENT
46	SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION
47	ST JOHNS THE BAPTIST PARISH
48	ST LANDRY PARISH SHERIFF DEPT
49	ST TAMMANY FIRE DISTRICT 4
50	ST. BERNARD PARISH ADULT DRUG COURT
51	ST. CHARLES PARISH
52	ST. MARY PARISH GOVERNMENT
53	St. Tammany Parish Assessor
54	SULPHUR PARKS AND RECREATION
55	TANGIPAHOA MOSQUITO ABATEMENT DISTRICT
56	TENSAS PARISH POLICE JURY
57	THIRD JUDICIAL DISTRICT COURT

58	UNION PARISH HOMELAND SECURITY
59	WEBSTER PARISH POLICE JURY
60	WEST CARROLL PARISH SHERIFFS DEPT.
61	WEST FELICIANA COMMUNICATIONS DISTRICT
62	WINN PARISH DISTRICT ATTORNEY
63	WINN PARISH POLICE JURY
Registered Higher Education in LA	
1	CAMERON COLLEGE
2	CENTENARY COLLEGE OF LOUISIANA
3	COMPASS CAREER COLLEGE
4	DELGADO COMMUNITY COLLEGE
5	DILLARD UNIVERSITY
6	GRETNA CAREER COLLEGE
7	LOUISIANA STATE UNIVERSITY
8	LOUISIANA TECHNICAL COLLEGE
9	LOYOLA UNIVERSITY OF NEW ORLEANS
10	LSUHSC - SHREVEPORT
11	NEW ORLEANS BAPTIST THEOLOGICAL SEMINARY
12	NOTRE DAME SEMINARY
13	OUR LADY OF HOLY CROSS COLLEGE
14	SOUTH LA COMMUNITY COLLEGE
15	SOUTHEASTERN LOUISIANA UNIVERSITY
16	SOUTHERN UNIVERSITY
17	THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND
18	THE ART STATION
Registered K-12 in LA	
1	ACADEMY OF THE SACRED HEART
2	ACADIA PARISH SCHOOL BOARD
3	Alexandria Country Day School
4	ARCHBISHOP RUMMEL HIGH SCHOOL
5	Archbishop Shaw High School
6	AVOUELLES PARISH SCHOOL BOARD
7	BEAUREGARD PARISH SCHOOL BOARD
8	BOSSIER PARISH SCHOOL BOARD
9	Bossier Parish School Board (BPSB)
10	CADDO PARISH MAGNET HIGH SCHOOL
11	CADDO PARISH SCHOOLS
12	CALCASIEU PARISH SCHOOL SYSTEM
13	CATAHOULA PARISH SCHOOL BOARD
14	CATHOLIC HIGH SCHOOL
15	CATHOLIC OF POINTE COUPEE SCHOOL
16	Cedar Creek School
17	CENTRAL PRIVATE SCHOOL
18	CENTRAL SCHOOL CORP.
19	CHILDREN'S CHARTER MIDDLE SCHOOL
20	CLAIBORNE PARISH SCHOOL BOARD
21	DARBONNE WOODS CHARTER SCHOOL, INC.
22	DELHI CHARTER SCHOOL
23	DeSoto Parish School Board
24	DIOCESE OF LAFAYETTE
25	E.D. WHITE CATHOLIC HIGH

26	EAST CARROLL PARISH SCHOOL BOARD
27	EPISCOPAL HIGH SCHOOL OF BATON ROUGE
28	EXCELSIOR CHRISTIAN SCHOOL
29	GRACE LUTHERAN CHURCH AND EARLY CHILDHOOD CENTER
30	HOLY TRINITY LUTHERAN CHURCH AND SCHOOL
31	HOSANNA FIRST ASSEMBLY OF GOD
32	IBERVILLE PARISH SCHOOL BOARD
33	JACKSON PARISH SCHOOL BOARD
34	JEFFERSON DAVIS PARISH SCHOOL BOARD
35	JEFFERSON PARISH SCHOOL BOARD
36	JESUS THE GOOD SHEPHERD SCHOOL
37	LAFAYETTE PARISH SCHOOL SYSTEM
38	LINCOLN PARISH SCHOOL BOARD
39	LITTLE ANGELS SCHOOL AND DAY CARE
40	LIVINGSTON PARISH PUBLIC SCHOOLS
41	LORANGER HIGH SCHOOL FOOTBALL
42	MADISON PARISH SCHOOL BOARD
43	MENTORSHIP ACADEMY
44	MONROE CITY SCHOOLS
45	MOREHOUSE PARISH SCHOOL BOARD
46	NEWELLTON ELEMENTARY SCHOOL
47	NORTHEAST BAPTIST SCHOOL
48	OAK FOREST ACADEMY
49	OPELOUSAS CATHOLIC SCHOOL
50	OUACHITA PARISH SCHOOL BOARD
51	Parkview Baptist
52	Recovery School District
53	RICHLAND PARISH SCHOOL BOARD
54	RIVERSIDE ACADEMY
55	ST JOSEPH THE WORKER
56	ST LANDRY PARISH SCHOOL BOARD
57	ST MARY'S DOMINICAN HS
58	ST. AMANT HIGH SCHOOL
59	ST. AUGUSTINE HIGH SCHOOL
60	ST. BERNARD PARISH PUBLIC SCHOOL DISTRICT
61	ST. CLETUS SCHOOL
62	ST. DOMINIC SCHOOL
63	ST. JOAN OF ARC SCHOOL
64	ST. JOHN ELEMENTARY/MIDDLE SCHOOL
65	ST. MARIA GORETTI CHURCH
66	ST. PIUS X SCHOOL
67	St.Mary Parish School Board
68	STATE DEPARTMENT OF EDUCATION
69	TANGIPAHOA PARISH SCHOOL SYSTEM
70	THE DUNHAM SCHOOL
71	UNION PARISH SCHOOL BOARD
72	VERMILION PARISH SCHOOL BOARD
73	VERNON PARISH SCHOOL BOARD
74	VIDALIA JUNIOR HIGH SCHOOL
75	VISITATION OF OUR LADY CATHOLIC SCHOOL
76	WEST BATON ROUGE PARISH SCHOOL BOARD

77	WEST CARROLL PARISH SCHOOL BOARD
78	WESTMINSTER CHRISTIAN ACADEMY
79	WINN PARISH SCHOOL BOARD
Registered NonProfit and Other in LA	
1	A AND B NOTARY
2	ACI ST JOHN LLC
3	ADVOCACY CENTER FOR THE ELDERLY AND DISABLED, INC.
4	AGAPE LOVE
5	ALLEGIANCE HEALTH MANAGEMENT
6	AMERICAN CHILD DAY CARE CENTER
7	ANTIOCH BAPTIST CHURCH
8	APOSTOLIC DELIVERANCE U.P.C. INC.
9	ARCHDIOCESE OF NEW ORLEANS
10	ASSOCIATED PROFESSIONAL EDUCATORS OF LOUISIANA
11	AVOYELLES PROGRESS ACTION COMMITTEE, INC
12	BARKSDALE FEDERAL CREDIT UNION
13	BARKSDALE UNITED METHODIST CHURCH
14	Baton Rouge Children's Advocacy Center
15	Beginners Mind Inc
16	BENTON UNITED METHODIST CHURCH
17	BONITA ROAD BAPTIST CHURCH
18	BOOST FOUNDATION, INC.
19	BOSSIER CHAMBER OF COMMERCE
20	BOSSIER PARISH MAXIMUM SECURITY JAIL
21	BOY SCOUTS OF AMERICA
22	BROADMOOR CHRISTIAN CHURCH
23	BROADMOOR PRESBYTERIAN CHURCH
24	BROADMOOR UNITED METHODIST PRESCHOOL
25	CAJUNDOME
26	CALLAWAY ENTERPRISES
27	CALVARY BAPTIST CHURCH
28	CAPITAL CITY PRESS
29	CENLA AREA AGENCY ON AGING, INC.
30	CENLA COMMUNITY ACTION COMMITTEE, INC.
31	CENTRAL ASSEMBLY OG GOD
32	CENTRAL CITY EOC
33	CHILDREN'S HOSPITAL
34	CHITIMACHA TRIBE OF LOUISIANA
35	CHRISTVIEW CHRISTIAN CHURCH
36	CITY OF FAITH PRISON MINISTRIES, INC.
37	COMITE BAPTIST CHURCH
38	COMMITTEE FOR PLAQUEMINES RECOVERY
39	COMMUNITY SUPPORT PROGRAMS, INC.
40	COOK BAPTIST CHURCH
41	Cornerstone Church of Zachary Inc
42	CROSSPOINT BAPTIST CHURCH
43	CROSSROADS CHURCH
44	DEMCO
45	DESOTO PARISH LIBRARY
46	DISABLED VETERNS OF LA CHAPTER 4
47	EASTER SEALS LOUISIANA

48	ELDERCARE SUPPORT SERVICES
49	ELIZABETH BAPTIST CHURCH
50	EMMANUEL BAPTIST CHURCH
51	EMMANUEL BAPTIST CHURCH
52	EMMANUEL BAPTIST CHURCH
53	EMMANUEL MISSIONARY BAPTIST CHURCH
54	EVANGELINE BAPTIST CHURCH
55	FAITH TABERNACLE CHURCH
56	FAMILY MEDICAL CLINIC OF MER ROUGE
57	FAMILY RESOURCES OF NEW ORLEANS
58	FAMILY WORSHIP CENTER CHURCH INC
59	FIRST APOSTOLIC CHURCH
60	FIRST BAPTIST CHURCH
61	FIRST BAPTIST CHURCH
62	FIRST BAPTIST CHURCH
63	FIRST BAPTIST CHURCH COVINGTON
64	FIRST BAPTIST CHURCH RUSTON
65	FIRST CHURCH OF GOD IN OAK GROVE, INC.
66	FIRST UNITED METHODIST CHURCH
67	FRANKLIN MEDICAL CENTER
68	FROM BONDAGE TO FREEDOM
69	G B COOLEY SERVICES
70	GIRL SCOUTS OF LA - PINES TO GULF
71	Girls Scouts Louisiana East
72	Go Care
73	GOOD SAMARITANS OF FRANKLIN
74	GRACE COMMUNITY CHURCH
75	GRACE EPISCOPAL CHURCH
76	GRACE LIFE FELLOWSHIP
77	GREATER ELIZABETH BAPTIST CHURCH
78	GREATER HOPE BAPTIST CHURCH
79	GREATER OUACHITA WATER COMPANY
80	GULF COAST HOUSING PARTNERSHIP
81	HANDS ON NETWORK
82	HARVEST CHURCH
83	HAVEN NURSING CENTER, INC.
84	HAVEN REHABILITATION CENTER, INC.
85	HEALING PLACE CHURCH
86	HEBRON BAPTIST CHURCH
87	HOPEWELL BAPTIST CHURCH
88	HOSANNA LUTHERAN CHURCH
89	HOSPITAL SERVICE DISTRICT NO.1, D/B/A TRI-WARD
90	HOUSING AUTHORITY OF BOSSIER CITY
91	HOUSING AUTHORITY OF JEFFERSON PARISH
92	IBERIA MEDICAL CENTER
93	IBTS
94	IFA CHURCH
95	ISTROUMA AREA COUNCIL OF BOY SCOUTS
96	JACKSON PARISH HOSPITAL
97	Jefferson Chamber of Commerce
98	JEWISH FEDERATION OF GREATER BATON ROUGE

99	K AND S CHILDHOOD DEVELOPMENT CENTER
100	KING OF KINGS EVANGELICAL LUTHERAN CHURCH
101	KIWANIS INTERNATIOINAL
102	LA ASSEMBLY OF THE CHURCH OF GOD
103	LA ASSOCIATION COMMUNITY ACTION PARTNERSHIPS
104	LA ONE CALL
105	LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
106	LAFAYETTE TEEN COURT, INC
107	LAKE BETHLEHEM BAPTIST CHURCH
108	LAKESIDE BAPTIST CHURCH
109	LAKESIDE DAY CARE
110	LANE CHAPEL CME
111	LEWIS CME
112	LINCOLN GENERAL HOSPITAL
113	LITTLE THEATRE OF MONROE, INC.
114	LITTLE UNION BAPTIST CHURCH
115	LIVINGSTON PARISH CHAMBER OF COMMERCE
116	LIVINGSTON PARISH PRESIDENT-COUNCIL
117	LMHA - LOUISIANA MANUFACTURED HOUSING ASSOCIATION
118	LOD AND CAROL COOK CONFERENCE CENTER AND HOTEL
119	LOUIS INFANT CRISIS CENTER
120	LOUISIANA ASSOCIATION OF HEALTH PLANS
121	LOUISIANA DISTRICT ATTORNEYS ASSOCIATION
122	LOUISIANA FAMILY FORUM
123	LOUISIANA HEALTH CARE QUALITY FORUM
124	Louisiana Hemopheilia Foundation Inc
125	LOUISIANA REALTORS ASSOCIATION
126	LOUISIANA SPCA
127	Louisiana Workforce LLC
128	LOUISISANA HIGH SCHOOL ATHLETIC ASSOCIATION
129	MACEDONIA MISSIONS, INC.
130	MACON ECONOMIC OPPORTUNITY
131	MARION BAPTIST CHURCH
132	MARY BIRD CANCER CENTER
133	MCIO HEAD START
134	METRO/REGIONAL BUSINESS INCUBATOR
135	MEYERS MEMORIAL CHAPEL
136	MIRACLE PLACE CHURCH
137	MOREHOUSE GENERAL HOSPITAL
138	MORGAN CITY HOUSING AUTHORITY
139	MORING STAR BAPTIST CHURCH
140	MOUNT CANAAN MISSIONARY BAPTIST CHURCH
141	MOUNT HERMON BAPTIST CHURCH
142	MT. PLEASANT COMMUNITY DEVELOPMENT CORP. INC.
143	MT. SINAI MBC
144	MT. VERNON BAPTIST CHURCH
145	MT. ZION CME CHURCH
146	MW PRINCE HALL MASONIC HALL TEMPLE
147	NALC BRANCH 136
148	NATIONAL SAFETY COUNCIL
149	Nativity of Our Lady Church

150	NEW BEGINNINGS CDC
151	NEW CHAPEL HILL BAPTIST CHURCH
152	NEW DAUGHTERS OF ZION MISSIONARY BAPTIST CHURCH IN
153	NEW GENERATIONS CHURCH OF MONROE, INC
154	NEW GREENWOOD BAPTIST CHURCH
155	new home ministries
156	NEW HORIZONS
157	NEW TABERNACLE BAPTIST CHURCH
158	NEW TESTAMENT UNITED PENTECOSTAL CHURCH
159	NORTH CADDO MEDICAL CENTER
160	NORTHWEST LOUISIANA LIONS EYE BANK
161	NSU CHILD AND FAMILY NETWORK
162	ODYSSEY HOUSE LOUISIANA, INC.
163	OLIVE BRANCH BAPTIST CHURCH
164	OPEN DOOR BAPTIST CHURCH
165	Ouachita Baptist Church
166	Our Lady of Perpetual Help Catholic Church
167	OUR LADY OF PROMPT SUCCOR CHURCH
168	PARKVIEW BAPTIST CHURCH
169	PCPFHF
170	PCSS
171	PEACEFUL REST BAPTIST CHURCH
172	PENIEL BAPTIST CHURCH
173	PHILADELPHIA BAPTIST CHURCH
174	PINE BELT MULTI-PURPOSE COMMUNITY ACTION AGENCY
175	PLEASANT VALLEY UNC
176	PLEASEAN HILL BAPTIST CHURCH
177	POLICE JURY ASSOCIATION OF LOUISIANA
178	PONCHATOULA AREA RECREATION DISTRICT NO.1
179	PRESBYTERIAN CHURCH OF RUSTON
180	PRIDE COMMUNITY ASSOCIATION
181	PROVIDENCE HOUSE
182	RAPIDES PRIMARY HEALTH CARE CENTER
183	REPUBLICAN PARTY OF LA
184	RIDGE AVENUE BAPTIST CHURCH
185	ROMAN CATHOLIC CHURCH OF THE DIOCESE OF BATON ROUGE
186	SEEKER SPRINGS MINISTRY CENTER
187	SHOWERS OF BLESSING MINISTRIES
188	SHREVEPORT ELECTRICAL HEALTH AND WELFARE FUND
189	SHREVEPORT REGIONAL ARTS COUNCIL
190	SIMMESPORT HOUSING AUTHORITY
191	SOLOMON TEMPLE BAPTIST CHURCH
192	Southern Financial Exchange
193	SOUTHSIDE ECONOMIC DEVELOPMENT
194	SOUTHWEST ACADIA HOUSING AUTHORITY
195	ST PATRICK CHURCH
196	ST THOMAS AQUINAS CATHOLIC CHURCH
197	ST. ALOYSIUS CATHOLIC SCHOOL
198	ST. ANDREW PRESBYTERIAN CHURCH
199	ST. BERNARD PROJECT
200	ST. FRANCES XAVIER CABRINI CATHOLIC CHURCH

201	ST. FRANCIS DINER
202	ST. GEORGE CHURCH
203	ST. JEAN VIANNEY CHURCH
204	ST. JOHN THE BAPTIST CATHOLIC CHURCH
205	ST. JOHN THE BAPTIST CATHOLIC CHURCH
206	ST. LANDRY PARISH HOUSING AUTHORITY
207	ST. MARY CAA, INC.
208	ST. MARY PARISH TOURIST COMMISSION
209	ST. MARYS BAPTIST CHURCH
210	ST. MICHAEL SPECIAL SCHOOL
211	ST. PAUL BAPTIST CHURCH
212	ST. PAULS UNITED METHODIST CHURCH
213	ST. REST BAPTIST CHURCH
214	ST.ANSELM CATHOLIC CHURCH
215	ST.MARY PARISH LIBRARY
216	STARLIGHT BAPTIST CHURCH
217	STEEPLE CHASE BAPTIST CHURCH
218	STERLINGTON HOLINESS TABERNACLE
219	SUMMER GROVE BAPTIST ACADEMY
220	SUMMER GROVE BAPTIST CHURCH
221	SWEETWATER BAPTIST CHURCH
222	The Arc Of Iberia
223	THE CELL COMMUNITY SCHOOL & RESOURCE CENTER
224	THE CHURCH OF THE LIVING GOD
225	THE FULLER CENTER FOR HOUSING OF NWLA
226	THE HARVEST
227	THE HOUSE OF FAITH HOPE AND CHARITY
228	THE SALVATION ARMY
229	THE SHREVEPORT-BOSSIER KOREAN PRESBYTERIAN CHURCH
230	THE SPIRIT OF FREEDOM MINISTRIES
231	THE WAY OF HOLINESS APOSTOLIC CHURCH
232	TOTAL COMMUNITY ACTION, INC.
233	TRAILBLAZER RESOURCE AND CONSERVATION AREA, INC.
234	TRINITY BAPTIST CHURCH
235	Trinity Episcopal Church
236	TRINITY LUTHERAN CHURCH
237	TRINITY WORSHIP CENTER
238	Tulane Hillel
239	Union Community Action, Association
240	UNION COUNCIL ON AGING
241	UNION SPRINGS MBC
242	UNITECH TRAINING ACADEMY
243	UNITED AUTO WORKERS UNION
244	UNITED CEREBAL PALSY OF GREATER NEW ORLEANS, INC
245	UNITED METHODIST HOPE MINISTRIES
246	UNITED WAY OF NORTHEAST LOUISIANA, INC.
247	UNITED WAY OF NW LOUISIANA
248	UNITY FOR THE HOMELESS,INC.
249	UNIVERSITY CHURCH OF CHRIST
250	UPWARD BOUND MINISTRIES, INC.
251	URBAN IMPACT MINISTRIES

252	VERMILION PARISH WATERWORKS DISTRICT NO.1
253	VERNON COMMUNITY ACTION COUNCIL, INC.
254	VOLUNTEERS OF AMERICA OF GREATER NEW ORLEANS
255	WEST BATON ROUGE CHAMBER OF COMMERCE
256	WEST BATON ROUGE PARISH POLICE JURY
257	WEST BATON ROUGE S/O WORK RELEASE
258	WEST JEFFERSON MEDICAL CENTER
259	WILLIAMS MEMORIAL CME
260	WILLIS-KNIGHTON FEDERAL CREDIT UNION
261	WORD OF LIFE MINISTRIES
262	WORKFORCE INVESTMENT BOARD SDA-83
263	YMCA OF SHREVEPORT, LA
264	YOUNGSVILLE HOUSING AUTHORITY
Registered Special/Independent in LA	
1	BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS
2	BOSSIER PARISH COMMUNICATIONS DISTRICT NO. 1
3	CAPITAL AREA LEGAL SERVICES CORP
4	LAFAYETTE AIRPORT COMMISSION
5	NEW ORLEANS REGIONAL BUSINESS PARK
6	POVERTY POINT RESERVOIR DISTRICT
7	ST. GEORGE FIRE PROTECTION DISTRICT NO.2
8	ST. TAMMANY PARISH FIRE PROTECTION DISTRICT NO. 3
9	UNIVERSITY HOUSE@ACADIANA
Registered State Agencies in LA	
1	18TH JDC-ALVIN BATISTE, JR JUDGE
2	26 TH JUDICIAL COURT
3	26TH JUDICIAL DISTRICT PUBLIC DEFENDER
4	C.A.S.S.E.
5	COLUMBIA DEVELOPMENT CENTER
6	CONCEALED HANDGUN PERMIT UNIT
7	Covington Housing Authority
8	DEPARTMENT OF REVENUE/LOUISIANA
9	DEPT OF CULTURE RECREATION AND TOURISM
10	DHH-OFFICE OF PUBLIC HEALTH
11	ELAYN HUNT CORRECTIONAL CENTER
12	HAMMOND DEVELOPMENTAL CENTER
13	HOUMA-TERREBONNE HOUSING AUTHORITY
14	LA DEPT OF WILDLIFE AND FISHERIES
15	LA OFFICE OF STATE PARKS
16	LA RESEARCH PARK CORPORATION
17	LA SHERIFFS PENSION AND RELIEF FUND
18	LA. DIVISION OF ADMINISTRATION
19	LINCOLN COUNCIL ON THE AGING
20	Louisiana Board of Barbers Examiners
21	LOUISIANA BOARD OF CHIROPRACTIC EXAMINERS
22	LOUISIANA DEPARTMENT OF STATE
23	LOUISIANA HOUSING FINANCE AGENCY
24	LOUISIANA STATE GOV. BIDS
25	LOUISIANA TECH UNIVERSITY
26	LSU AGCENTER EXTENSION SERVICE OFFICE
27	METROPOLITAN DEVELOPMENTAL CENTER

28	MHSD/CHARTRES-PONTCHARTRAIN BEHAVIOR HEALTH CENTER
29	Richland Parish Tax Assessors office
30	Ruston Housing Authority
31	SPECIAL EDUCATION DISTRICT NO.1 OF LAFOURCHE
32	THE SPRINGS OF RECOVERY ADOLESCENT PROGRAM
33	VERNON WORKFORCE CENTER

EXHIBIT 8**ARRA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS**

If a contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (“Recovery Act”), the following terms and conditions apply. As used in this Section, “Contractor/Grantee” means the contractor or grantee receiving Recovery Act funds from Maricopa County (“County”) under this agreement.

- 1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.*
- 2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government, State of Arizona, and Maricopa County. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.*

AVAILABILITY OF FUNDING

Contractor/Grantee agrees that programs supported with temporary federal funds made available from the Recovery Act may not be continued with Maricopa County financed appropriations once the temporary federal funds are expended.

BUY AMERICA REQUIREMENT

Contractor/Grantee agrees that pursuant to Section 1605 of Title XV of the Recovery Act, neither Contractor/Grantee or its subcontractors/subgrantees will use Recovery Act funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. This requirement shall be applied unless the use of alternative materials has been approved by a federal agency pursuant to Section 1605.

CONFLICTING REQUIREMENTS

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with Maricopa County requirements, the Recovery Act requirements shall control.

FALSE CLAIMS ACT

Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. §§3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

ENFORCEABILITY

Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of Recovery Act funds, Maricopa County may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to Maricopa County under all applicable state and federal laws.

INSPECTION OF RECORDS

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor/Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

JOB POSTING REQUIREMENTS

Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to post jobs created and retained as a result of stimulus funds on the State of Arizona website at (www.azrecovery.gov).

PROHIBITION ON USE OF RECOVERY ACT FUNDS

Contractor/Grantee agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

REPORTING REQUIREMENTS

Pursuant to Section 1512 of Title XV of the Recovery Act, entities receiving Recovery Act funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Contractor/Grantee agrees to provide the County with the following information in a timely manner:

- a. The total amount of Recovery Act funds received by Contractor/Grantee during the Reporting Period;
- b. The amount of Recovery Act funds that were expended or obligated during the Reporting Period;
- c. A detailed list of all projects or activities for which Recovery Act funds were expending or obligated, including:
 - i. the name of the project or activity;
 - ii. a description of the project or activity;
 - iii. an evaluation of the completion status of the project or activity; and
 - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
- d. For any subcontracts or subgrants equal to or greater than \$25,000:
 - i. The name of the entity receiving the subaward;
 - ii. The amount of the subaward;
 - iii. The transaction type;
 - iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
 - v. Program source;
 - vi. An award title descriptive of the purpose of each funding action;
 - vii. The location of the entity receiving the subaward;
 - viii. The primary location of the subaward, including the city, state, congressional district and country; and
 - ix. A unique identifier of the entity receiving the sub-award and the parent entity of Contractor/Grantee, should the entity be owned by another.
 - x. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- e. For any subcontracts or subgrants of less than \$25,000 or to individuals, the information required in d may be reported in the aggregate and requires the certification of an authorized officer of Contractor/Grantee that the information contained in the report is accurate.
- f. Any other information reasonably requested by the County or required by state or federal law or regulation. Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the Recovery Act, are pending review by the federal government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1, 2009), and are to be provided online at www.FederalReporting.gov.

SEGREGATION OF FUNDS

Contractor/Grantee agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the Recovery Act may be comingled with any other funds or used for a purpose other than that of making payments for costs specifically allowable under the Recovery Act.

SUBCONTRACTOR REQUIREMENTS

Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the Recovery Act.

WAGE REQUIREMENTS

Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the State of Arizona are located at: <http://www.gpo.gov/davisbacon/AZ.html>.

WHISTLEBLOWER PROTECTION

Contractor/Grantee agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the Recovery Act, which prohibits all non-federal Contractor/Grantees of Recovery Act funds, including Maricopa County, and all contractors and grantees of Maricopa County, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.

EXHIBIT 9**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), University 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), University 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 University and be disposed of in accordance with University policy. The

University, 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 contactor 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 University deems necessary, Contractor shall permit University, 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 University 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.