

NC STATE UNIVERSITY

Raleigh, North Carolina

Request for Proposals (RFP)

#63-JGD10232 – Food Products and Distribution Services

For internal administrative processing, including tabulation of proposals for posting to the Interactive Purchasing System (IPS), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is available for public inspection.

**This page is to be completed and included with your proposal.
Failure to do so may subject your proposal to rejection.**

ID Number:

Federal ID Number or Social Security Number

Contractor Name

Date



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



COMPETITIVE SOLICITATION

BY NC STATE UNIVERSITY

FOR

FOOD PRODUCTS AND DISTRIBUTION SERVICES

**ON BEHALF OF NORTH CAROLINA STATE UNIVERSITY AND OTHER
GOVERNMENT AGENCIES**

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP #63-JGD10232

**NORTH CAROLINA STATE UNIVERSITY
REQUEST FOR PROPOSALS (RFP)**

RFP # 63-JGD10232

TITLE: Food Products and Distribution Services

USING DEPARTMENT: Campus Enterprises, Dining and Catering Services
and U.S. Communities' Participating Agencies

ISSUE DATE: August 15, 2017

DUE DATE: **2:00 pm, Thursday, October 5, 2017**

ISSUING AGENCY: NC State University
Purchasing Department
Campus Box 7212
Raleigh, NC 27695

Proposals subject to the conditions made a part hereof will be accepted until **2:00 p.m., Thursday, October 5, 2017** for furnishing services described herein.

Proposals must be submitted electronically at

<https://ncsu.bonfirehub.com/opportunities/4581>

Upload completed scanned pages from this RFP document along with your proposal and completed excel cost spreadsheet as directed on the Bonfire website.

Direct all inquiries concerning this RFP to: Jessica Dalton, C.P.M., CPPB
NC State University
Senior Purchasing Specialist
E-mail: jessica_dalton@ncsu.edu

NOTE: A MANDATORY PREPROPOSAL CONFERENCE for all prospective Suppliers is scheduled for **Wednesday, August 30, 2017 at 10:00 a.m.** in Room 1117 Conference Room in Administrative Services Building #1 on the NC State campus, located at 2721 Sullivan Drive, Raleigh NC. Preproposal conference attendance is mandatory in order for a proposal to be considered for award. Proposals from Suppliers who do not attend, who are not present AND signed in by 10:00 a.m., or who do not stay for the entire conference, will not be considered for award. This will be the only opportunity to meet with University representatives and view the drop locations. No other contact (regarding this RFP) with the using department during the bid process is allowed. Unauthorized contact with other University personnel during the bid process may subject your proposal to rejection. Please see the following web address for the exact building location:
<https://maps.ncsu.edu/#/buildings/as1>.

RFP SCHEDULE

This schedule is preliminary and dates herein may change at the option of the University. Any changes will be noted via an Addendum to the RFP:

ACTIVITY	TIME/DATE
RFP issued	August 15 th , 2017
Mandatory Pre-Proposal Conference: Administrative Services Building #1, Room 1117, 2721 Sullivan Drive on NC State University's Main Campus in Raleigh, NC	10:00 AM, Wednesday, August 30, 2017
Deadline to submit questions via email to jessica_dalton@ncsu.edu	4:00 PM, September 7 th , 2017
Answers to prospective Suppliers' questions issued via final Addendum	September 11 th , 2017
Final date for submission of sealed proposals via Bonfire website	Due Date: 2:00 PM, Thursday, October 5th, 2017
Evaluation of Proposals by evaluation team at NC State	October 6, 2017-November 16 th , 2017
Notification of Award to awarded proposer(s)	December 1 st , 2017
Contract Start Date	January 1 st , 2018

1. PURPOSE

North Carolina State University, NC State Dining (hereafter referred to as “University” or “NC State Dining” or “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”) seeks proposals from qualified suppliers (hereafter referred to as “supplier”) to enter into a Master Agreement for a complete line of Food Products and Distribution Services (herein “Products and Services”). The awarded supplier will provide food distribution and related services to NC State Dining as well as Participating Public Agencies through the U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”).

Objectives of the U.S. Communities Master Agreement for Participating Agencies include the following:

- Provide a comprehensive, competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- Establish the Master Agreement as a Supplier’s primary offering to Participating Public Agencies;
- Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- 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.

This is an aggregate bid and award will be made as is deemed to be the best value to NC State Dining and Participating Public Agencies. NC State Dining intends to establish a contract for food service items for its operations with specified deliveries of quantities stated in **Appendix A-1** (separate excel spreadsheet on Bonfire). NC State Dining does not guarantee the purchase of the quantities listed. They are provided as a guide to usage. Actual purchases may vary.

Potential suppliers may submit a proposal for local, regional, or national consideration. NC State Dining reserves the right to award locally, regionally, and/or nationally to a single vendor or multiple vendors, whichever is in the best interest of NC State Dining and Participating Public Agencies. While one major food service provider is anticipated for both NC State Dining and Participating Agencies, NC State Dining reserves the right to award in aggregate, by section, multiple awards and locally if it is deemed to be in the best interest of NC State Dining to do so. There is no requirement for NC State Dining and US Communities to select the same service provider. Suppliers submitting local and regional proposals shall clearly state the geographic locations they are proposing and include a map detailing those geographic locations.

Proposals shall include a description of the geographic area that will be covered and include a map depicting those geographic areas. Please indicate your intended coverage area in the Cover Letter of your proposal.

2. CONTRACT PERIOD

The term of any resulting contract will commence on or about January 1, 2018 and end on June 30, 2023. At NC State Dining’s option and under the same terms and conditions contained herein, this contract may be extended for two (2) additional two-year periods, not to exceed June 30, 2027. NC State Dining intends to notify the awarded supplier on or about December 1, 2017.

Please note that Participating Public Agencies that are school organizations will likely begin service with the beginning of a new academic year. NC State Dining plans to initiate service under any resulting contract on July 1, 2018. Participating Public Agencies may commence service at any time during the contract period.

3. SCOPE OF WORK

GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES: Suppliers are to propose the broadest possible selection of FOOD PRODUCTS AND DISTRIBUTION SERVICES they offer. The intent of this solicitation is to provide NC State Dining and Participating Public Agencies with products and services to meet their various needs. Therefore, Suppliers must demonstrate experience in providing the Products and Services as defined in this RFP, including but not limited to:

- A. **Food:** The complete range of food products, including (but not limited to) dry groceries, refrigerated groceries, frozen groceries, coffee/tea, cheese, eggs, dairy, dry meat, chilled meat, frozen meat, boxed beef, shellfish, cut steaks, fresh produce and other related products.
- B. **Paper/Disposables:** The complete range of paper and disposable products, including (but not limited to) all plastic, paper, cardboard or foam carry-out containers and lids, all disposable tableware including plates, cups, glasses, bowls, lids and cutlery, filters, plastic liners, bags and gloves, napkins, paper towels, plastic, wax and foil wraps, straws and toothpicks, charcoal, doilies, placemats, tray liners and tablecloths, disposable pans and caterware and any other related products.
- C. **Small Wares/Equipment/Tabletop:** The complete range of small wares and equipment, including (but not limited to) brushes, metal and plastic pans, liners and lids, trays and baskets, serving utensils, kitchen utensils and knives, can openers and scales, vegetable processing equipment, china, silverware, glassware, dispensing equipment, chafers and catering equipment, gloves, thermo containers, candles, linens, carts, pot holders, aprons, marketing and acrylic products and any other related products.
- D. **Related Products and Services:** The complete range of products and services available from Offeror such as kitchen equipment, software and any other related products or services available from the proposing Supplier.

NC STATE DINING SCOPE OF WORK: The following scope of work is specific to NC State Dining. Other entities utilizing any resulting U.S. Communities Master Agreement shall provide individual scopes of work to the awarded Supplier. The awarded Supplier shall, at a minimum, meet the requirements listed herein to any U.S. Communities Participating Public Agency.

- 3.1 The supplier shall provide food service products and related items for use at NC State Dining locations. NET PRICES shall be offered for each item and the supplier shall so invoice. Specific delivery instructions shall be followed, and NC State Dining will review all services on a regular basis throughout the life of any resulting contract.

The information provided in this RFP does not include those products for University branded concept locations that have a vendor source specified by the branded concept license, nor does it include all food and supply items for NC State Dining. In the event that the successful bidder also supplies products for a branded concept at University, the right is reserved to integrate those products and delivery locations into this contract.

The successful supplier will furnish/deliver food service products and related items to NC State Dining locations across campus as needed.

Atrium Food Court
Case Dining Hall
Clark Dining Hall
College of Veterinary Medicine (Vet School)
Concessions (As needed)
Fountain Dining Hall
Murphy Center
Talley Student Center
Vaughn Towers (as needed)
On the Oval
Terrace Dining Room (Carol Poole Clubhouse)
State Club Restaurant (Park Alumni Center)
Talley Marketplace C-store
Starbucks
Bragaw C-store

3.2 Deliveries shall be made as specified. Additional deliveries may be requested without added cost to NC State Dining. NC State Dining reserves the right to approve or reject any changes in the time and days of deliveries. Following are the current delivery locations, times and days:

Fountain Dining Hall	5:45 to 6:15am	daily
Case Dining Hall	6:15 to 6:30 am	daily
Clark Dining Hall	7:00 to 8:00 am	daily
Murphy Center	11:30 am	M,W, F
Talley Student Center	6:45 to 7:30 am	daily
Atrium	8:00 to 8:30 am	M,W, F
Vet school	11:00am to 12:00pm	M, W
Vaughn Towers	12:00pm to 1 pm	daily
Concessions		As needed
On the Oval	10:00 – 11:00am	M,W, F
Terrace Dining Room	11:00 – 12:00pm	M,W, F
State Club Restaurant	12:00 – 1:00 pm	M,W, F
Talley Marketplace C-store	6:45 to 7:30 am	Tu
Starbucks	6:45 to 7:30 am	daily
Bragaw C-store	9:00 to 10:00am	Th

3.3 The supplier shall provide successful delivery rate of at least 98% of the items ordered. All items shall be delivered in good condition, and at the appropriate temperatures. Frozen goods will be hard frozen, with no evidence of thawing. Chilled goods shall be transported and delivered at a maximum temperature of 45 degrees F. Dry goods will be dry, with the cartons clean and intact.

3.4 Components will appear full and robust, not squashed or misshapen. Ingredients will appear fresh and wholesome, free of off colors, dehydration or faulty assembly. All markings and labeling shall be clear and marked on one panel of the carton. Marking material shall be water fast, non-smearing and of a color contrasting to the carton.

3.5 Pack size changes will be allowed if product meets University specifications. Pack size differences shall be clearly marked in spreadsheets of the proposal response.

3.6 Brand names may be changed provided a suitable substitute is tested and/or accepted by NC State Dining, except for those items marked as "SUB NOT ALLOWED". The supplier shall bid on and provide the exact brand and pack size specified on "SUB NOT ALLOWED" items, or provide documentation proving that particular product is unavailable to them. When a substitute item of equal or greater quality is delivered to NC State Dining, the invoice shall reflect the prices quoted on the solicitation.

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

3.8 Prices shown in the market baskets (**Appendix A-1 and A-2**) in the "Total Price" column shall reflect cost plus markup percentage less any rebates or discounts offered. Cost to NC State Dining is defined as the cost of supplies actually purchased and transportation costs to the supplier's loading dock minus only discounts, promotional allowances or manufacturer rebates plus the markup percentage. Cost of delivery to NC State Dining is to be included in the markup percentage. Net delivered cost to NC State Dining shall always be based on the true and current cost of the product delivered at the time of delivery. Price changes shall be submitted electronically to NC State Dining's Cbord computer system on demand. The price list furnished shall contain only items that are purchased by NC State Dining. The markup percentage shall remain the same throughout the contract period. Under no circumstances will NC State Dining's prices be increased should quantities fall short or exceed usage estimates provided. Quantities stated are estimates only and are not commitments to buy.

3.9 After awarding the RFP, if NC State Dining selects new items to be purchased, the supplier will have the first opportunity to provide any new item requested by NC State Dining. The new item shall be supplied in a reasonable length of time (no more than 4 weeks).

- 3.10 If the supplier cannot deliver an item that has been ordered, NC State Dining may require the supplier to purchase the item from another source and deliver to NC State Dining, without additional cost, by the time specified by NC State Dining.
- 3.11 The supplier shall have a viable Hazard Analysis and Critical Control Program (HACCP) in place and shall provide documentation of that program immediately (within 1 week) upon request.
- 3.12 NC State Dining prefers that the supplier provide a dedicated sales representative to coordinate the program. The representative will be required to meet with University officials regularly to discuss issues of concern and shall be accessible during regular business hours in the event of an emergency. The sales representative shall visit the campus units daily to ensure proper service level is maintained.
- 3.13 NC State Dining supports the use of local farmers. The supplier shall make efforts to secure North Carolina products and provide documentation of such when requested.
- 3.14 Proposing suppliers may be required to supply samples of any products during the evaluation process without charge to NC State Dining. Samples will not be returned to proposing suppliers.
- 3.15 NC State Dining utilizes the Foodservice Management Suite (FMS) food production system from Cbord. This system manages menus, recipes, stock items, purchases orders, and receiving, and various cost accounting functions. The supplier shall supply an interface between the Cbord system and the supplier's ordering system to place orders, maintain system pricing information, and specific nutrition or manufacturer information for inventory items.
- 3.16 Proposing Suppliers must have an operational, web-based online ordering system available 24/7, through which all Participating Public Agencies are capable of placing orders. The System shall allow an administrator to approve orders (return and/or reject). Order Guides must include the supplier's item number, description, pack size, etc. Participating Public Agencies must have the ability to save orders, submit orders, edit saved orders, create standing orders, and review past orders. They must be able to print the order guide, past orders and submitted orders. Each delivery location shall have default delivery dates, not allowing orders to be placed for non-designated dates.

NC State Dining will place orders by online capability at most locations. If additional equipment or software is required to electronically transmit orders, the supplier shall supply this at no additional cost to NC State Dining. The supplier's system shall provide price update information electronically suitable for interfacing with NC State Dining's systems. The supplier shall provide order guide materials and a contact person for call-in orders from smaller locations.
- 3.17 The supplier shall provide reports to NC State Dining on product usage, price changes, etc. as requested.
- 3.18 NC State Dining will conduct periodic, selective audits of the supplier's invoices and proof of payment for all items purchased. During this audit, the supplier shall provide proof of actual invoice and true cost of acquisition of the items provided to validate the price charged to NC State Dining. The information may include, but is not limited to, invoices for distributor purchases from their manufacturers, freight bills or supporting documentation of any applicable discounted pricing or off-invoice allowances. In the event NC State Dining has been overcharged, the supplier will reimburse NC State Dining for the amount of the overcharge.
- 3.19 NC State Dining reserves the right to cancel any resulting contract by providing thirty (30) days written notice at any time during the contract if it deems the supplier has repeatedly failed to perform its obligation to the standards described herein.

The supplier is considered to be failing to perform its obligation for:

- Multiple deliveries missed, late, or incomplete
- Repeated instances of food products that arrive spoiled, damaged, or are of substandard quality
- Excessive numbers of product substitutions ("excessive" to be determined by NC State Dining)
- Prices of a significant number of items delivered increased beyond that of the general food service industry
- Failure to meet or pay monetary amounts guaranteed in the bid
- Failure to provide adequate service to NC State Dining in responding to and resolving problems
- Any other substantial failures to meet the goals of this RFP

- 3.20 NC State Dining is a member of the Value Plus and Star Award buying programs. The supplier shall submit product purchase data in order for rebate programs processing to occur. Suppliers shall also take care to ensure that promotional or deviated pricing does not conflict with program member allowances.
- 3.21 NC State Dining provides complete menu transparency, including nutrition information, allergens and a complete ingredient list to customers for all provided products. Therefore, the supplier shall provide complete and accurate ingredient lists, allergen, and nutritional data to NC State Dining for all products in a method and format suitable for addition and update in NC State Dining's Cbord FSS system.
- 3.22 In the event of award to a new supplier, the new supplier will provide nutrition analysis, allergens and complete ingredient list for any products that will change. This information will be in the form of an electronic file that shall include: Old Vendor Number, New Vendor Number, Item Name, Manufacturer, Manufacturer Number, Complete Ingredient List, Complete Nutrition Label Information and Allergens. This information shall be provided to NC State Dining by March 1, 2018.
- 3.23 The supplier shall comply with University requirements specific to delivery, quality and volumes of the items quoted. Other items may be added and will be subject to the provisions of any resulting contract.

Narrative Response Requirements

These questions are intended to allow the proposing suppliers to describe their approach to servicing NC State Dining and Participating Public Agencies.

- 3.24 What protections, if any, are you able to provide against price volatility and supply disruption?
- 3.25 Are your audit rights back to the initial acquisition of the product by the parent company versus the operating company distribution center? Is your definition of cost fully auditable back to the initial cost of acquisition?
- 3.26 How will your company help NC State Dining grow our commitment to sourcing NC foods and communicate that to our students?
- 3.27 Describe your company's commitment to sustainable practices and how you can support university sustainability initiatives.
- 3.28 Describe the nutrition information you will provide for each product? How do you identify and flag food allergens? Which allergens do you identify? How will this information be accessed and how often is it updated?
- 3.29 Describe your ability to provide the products needed by NC State Dining, and describe the breadth of your product portfolio, including house brands and exclusive partnerships.
- 3.30 What is the minimum case movement per month/week for new items to be stocked? What process is required to request a new item to be stocked? How long would that process normally take? Do you use DOT Foods or a similar company for access to additional items that can be available for special order? What is the typical lead time?
- 3.31 What is your plan for low usage items? How do you communicate items marked for deletion?
- 3.32 Provide examples of product or service innovation that is exclusive to your customers.
- 3.33 Is there minimum delivery size (dollar value or number of cases) and if so what is the cost for below that level? Do you consider NC State to be one drop or is each stop on the route a drop?
- 3.34 Does your company intend to charge a fuel surcharge, and under what conditions?
- 3.35 Describe how you meet the required 98% order fill rate requirement.
- 3.36 Describe your experience and capabilities integrating your IT system with the campus Cbord FMS system.

- 3.37 Will you have a dedicated sales rep and / or team?
- 3.38 Will you have dedicated delivery personnel and will you be able to deliver within scheduled windows?
- 3.39 Describe your response capabilities for mis-picked items, shortages, damaged products, etc.
- 3.40 Describe your inclement weather capabilities and where NC State Dining would fall in priority of filling and delivering orders.
- 3.41 Provide your product recall management and communication plan.
- 3.42 Describe your support to reconcile invoices and credits and keep accounts well managed.
- 3.43 Describe your ability to respond to emergency deliveries and support for special circumstances
- 3.44 Describe the value added services that you might provide to NC State Dining, such as:
 - Culinary Support
 - Menu, Recipe and Concept Development
 - Web based resources
 - Training opportunities

4. ADDITIONAL REQUIREMENTS

- 4.1 Proposals will only be considered from suppliers organized primarily for the purpose of providing perishable foods and beverages to institutions, with a record of successful operation. Experience servicing organizations similar in size and scope to those herein is required. NC State Dining will only accept proposals directly from food distributors or organizations, such as Group Purchasing Organizations, that have direct contractual relationships with each manufacturer. Three (3) references must be provided to substantiate the required experience. The attached reference form must be completed. It is the supplier's responsibility to provide valid reference information and NC State Dining reserves the right to use reference check responses in its evaluation of proposals. The primary Distribution Center that services NC State must be less than five hours (5) drive from campus. The proposal response shall identify the exact location of the primary Distribution Center.
- 4.2 Delivery Schedule: The delivery day(s) will be as stated within this RFP or mutually agreed upon between NC State Dining and the supplier. NC State Dining reserves the right to increase frequencies of deliveries should demand warrant it.
- 4.3 Proof of Delivery and Invoicing: All sales slips must be signed by the delivery person and receiving agent of NC State Dining at each delivery. Invoices shall be submitted in duplicate to NC State Dining in accordance with the department's operating policies. Fountain Dining Hall currently receives palletized honor drop deliveries.
- 4.4 Installation of any required equipment and first delivery of product shall be completed on or before June 15th, 2018.
- 4.5 All products shall be Grade "A". Products shall meet the standard of quality and sanitation of the State Department of Health, the State Department of Agriculture, and all other federal, state and local regulatory agencies, as shall cartons and containers. In no case will items be accepted that are below the minimum standards sold commercially.
- 4.6 Multiple awards will not be considered for NC State Dining. One supplier shall be selected for NC State Dining as a result of this RFP. There is no requirement for NC State Dining and US Communities to select the same service provider, the National award may be awarded in aggregate, by section, multiple awards and locally. Suppliers submitting local and regional proposals shall clearly state the geographic locations they are proposing and include a map detailing those geographic locations.
- 4.7 Unless otherwise agreed upon as an added rebate incentive, Net 30 days after receipt of correct invoice will be the standard payment term for this agreement.

5. PROPOSAL RESPONSE

Proposals must be submitted electronically at: <https://ncsu.bonfirehub.com/opportunities/4581>. Upload completed proposal and completed excel cost spreadsheets as directed on the Bonfire website.

At a minimum, the proposal response shall include the following:

- Executive Summary describing proposer's company structure and intended scope of response (national, regional, local).
- Execution of Proposal Page (see page 16).
- The required reference information (see page 17).
- Certificate of Insurance (see page 23).
- Written proposal describing capabilities for each item in Section 3 (Scope of Work) and Section 4 (Additional Requirements). Proposals shall be formatted so the requirement is shown followed by the proposer's abilities.
- Completed Supplier Worksheet for National Program Consideration (page 36).
- Written answers to questions in Supplier Information Section (pages 38-42).
- U.S. Communities Administration Agreement, signed, without exceptions (see page 45-56).

Incomplete proposals will not be considered for award.

6. EVALUATION CRITERIA

Proposals will be evaluated according to the following criteria:

- **SCREENING CRITERIA:** Complete proposal response (see Section 5). All items requested are included in the response package and submitted as instructed. This includes the submission of the completed U.S. Communities Administration Agreement. (see page 45). Incomplete responses will not be considered further.

Proposals meeting screening criteria will be further evaluated as follows:

Criteria for the selection of a supplier will include the following:

- The proposal response to the specifications demonstrates the capacity and ability to provide the services outlined. Items evaluated: the proposal response to the Sections 3 and 4. Please address each item by number. **30%**
- Availability of service personnel to regularly consult with NC State University and Participating Public Agencies regarding service. **15%**
- The net cost to the University and Participating Public Agencies (Appendix A-1 and A-2) **50%**
- Reference check responses. **5%**

The evaluation committee shall recommend award to the proposing supplier providing the Best Overall Value to the University and to Participating Public Agencies as is determined by the above weighted evaluation.

The cost score will be calculated by multiplying 50 times the percentage derived by dividing the lowest total cost by the amount bid in each of the remaining proposals.

Example: Supplier A's total cost =2,500
Supplier B's total cost = \$2,000
Supplier C's total cost = \$1,500

Supplier **C** is the low bid and scores 50 points
Supplier C's cost of \$1,500 divided by Supplier A's cost of \$2,500 = 60% x 50 possible points = 30 points for Supplier **A**

Supplier C's cost of \$1,500 divided by Supplier B's cost of \$2,000 = 75% x50 possible points = 37.5 points for Supplier **B**

Two (2) electronic files for Appendix A-1 and A-2 is provided in Microsoft Excel format. Please download these from the Bonfire website. These shall be completed exactly as supplied with no format modifications. It is the proposing supplier's responsibility to return the file in readable condition. This file shall be uploaded as a part of the proposal submission on the Bonfire website.

Suppliers shall quote the exact products listed wherever possible. For "house brands", below is a guide to use to match house brands against the ones listed, currently provided by US Foods. Suppliers shall bid on the house brand that corresponds to the house brand currently used.

Beef

Stock Yards – Top Tier

Cattleman's Selection – Mid Tier

Harvest Value - Value Tier

Chicken/Pork

Patuxent Farms Premium – Top Tier

Patuxent Farms – Mid Tier

Harvest Value – Value Tier

Seafood

Harbor Bands w/distinction – Top Tier

Harbor Bands – Mid Tier

Bluewater – Value Tier

Dry and Frozen

Rykoff Sexton – Top Tier

Monarch – Mid Tier

Harvest Value – Value Tier

Paper Goods

Monogram – Top Tier

Valu Plus – Value Tier

Bread

Chef's Line – Top Tier

Hilltop Hearth Premium – Mid Tier

Hilltop Hearth – Value Tier

Italian/ Pasta

Roseli – Top Tier

Monarch – Mid Tier

Harvest Value – Value Tier

The first sheet of each workbook is titled "Bid Sheet". On the bidsheet proposers shall provide a Markup % by product category (i.e.: chilled, frozen, etc.). For the category "COP" (Center of Plate) you may elect to mark up the product based on the per pound cost. If electing to markup based on per pound cost, enter "0" for the markup on the bid sheet of the spreadsheet, then on the "COP" tab you must enter the markup per pound and pounds per unit of measure in the columns to the right of the markup.

Proposers are asked to submit a Fee Per Case as an alternate pricing method for agencies who are not interested in using a Markup % pricing model. This will be an alternate pricing method. The preferred pricing structure for most Participating Public Agencies (including NC State University) will be Markup %.

Appendix A-1 contains a listing of products currently purchased by NC State Dining, with annual usage amount, the manufacturer, manufacturer's code number (if available), pack size, and the pricing unit. Suppliers shall complete the price according to the pricing unit indicated. If a significant number of products are bid by incorrect pricing unit, the entire proposal response may be set aside as non-responsive..

Appendix A-2 contains a listing of other products currently purchased by Participating Public Agencies through the U.S. Communities contract, with annual usage amount, the manufacturer, manufacturer's code number (if available), pack size, and the pricing unit. Suppliers shall complete the price according to the pricing unit indicated. If a significant number of products are bid by incorrect pricing unit, the entire proposal response may be set aside as non-responsive.

For each category sheet in each workbook - **Appendix A-1** (NC State) and **A-2** (Participating Public Agencies) - follow these column by column instructions.

In the column marked "Distributor's Cost", please enter the cost of the product to the supplier. This cost shall be substantiated by an actual invoice indicating the amount paid for the product. NC State Dining will request documentation of actual invoice cost for a sample of the items bid after the bids have been submitted. Proposing suppliers shall also complete the date of the cost data in the spreadsheet. For purposes of this bid, please use the week of August 21st, 2017 for your cost basis.

The next field is marked "Rebate / Discount". Please indicate here any deviated pricing, rebate or discount negotiated from the manufacturer that is not reflected on the invoice cost in the same unit as the pricing unit. Please submit a written statement from the manufacturer substantiating the deviated pricing, rebate or discount with the amount and time period that the proposed price will be honored. Only include rebates or discounts that are for a period of at least six calendar months. Short-term rebates will not be considered in the awarding of this RFP.

The total amount of savings generated in the "Rebate/Discount" column shall be guaranteed for all five (5) years of the contract. After the deviated pricing/rebate/discounts for the first year expire, the supplier may renegotiate any or all of these items with other manufacturers, so long as the total of the savings in years 2, 3 and 4 meet or exceed those from the first year. The supplier shall administer the rebate program, with rebate allowances shown off-invoice at the time of purchase.

In the field titled "Markup (%)", complete for each item the percentage that will be marked up to NC State Dining or Participating Public Agencies to cover handling costs.

The final cost columns shall indicate the "Net Price" per pricing unit and the "Total Cost" of that product to NC State Dining or Participating Public Agencies.

Do not alter any of the formula fields in the spreadsheet. Complete all items on the bid. Do not leave any items blank. If substituting a product, replace the product description, pack size, manufacturer, and manufacturer's code information and highlight the item in yellow. Do not change the product listing number.

- A thorough analysis of the bids will be completed, including a head to head comparison of costs for equal items.
- The bid sheet tab in each workbook shall be reflective of the overall proposed pricing. **This is not a core list.**
- Significant differences in pricing will be investigated.
- In the event of a pricing error, the opportunity may be provided to correct errors.
- Samples will be requested for products that show correct pricing but have a significant cost difference for the purpose of evaluating the acceptability of the product as a substitute.
- During the evaluation, a random list of products will be audited for accuracy in pricing. Suppliers shall provide invoices within the requested timeframe that support the cost information included on the bid.

NC State Dining and Participating Public Agencies are interested in other aspects of the proposal that might improve operations or reduce overall costs. Suppliers should consider a variety of allowances or programs that will enable NC State Dining and Participating Public Agencies to meet those goals. Please submit any allowances, reductions in markup percentage, or any other value-added programs, with the corresponding value, for any program that may be of interest to NC State Dining and/or Participating Public Agencies on the "Bid Sheet" tab of each workbook.

NC State Dining currently takes advantage of these methods that might reduce the costs:

Unitized or Palletized delivery.

Weekly Payment on invoices via check.

Average Drop Size (NC State will be considered one drop location for all sites).

Please note the percent that may be reduced, the dollar amount to be guaranteed, or the value of the service provided for each of the methods. Do not put them together. NC State Dining reserves the right to accept or reject any or all of the add-on proposals, or to accept or reject any additional add-on proposals submitted.

For Example: Proposal 1: Reduce Markup percentage by x% for palletized deliveries.

Proposal 2: Reduce Markup percentage by x% for weekly payments.

Proposal 3: Guaranteed X \$ annually from food show savings.

Proposal 4: Will provide food handling education courses valued at \$XXXX.

The Evaluation Committee will evaluate the bids and select the program that represents the best overall value to NC State Dining and Participating Public Agencies after evaluating the bids for errors, verifying substitutions, auditing price quotes and rebate offers, verifying the acceptability of substitute items, and consideration of any add-on incentive proposals.

The awarded supplier shall provide Participating Public Agencies the same category markup on items not included in NC State Dining's cost spreadsheet. NC State Dining and all Participating Public Agencies shall be provided access to all items available from the awarded supplier.

EXECUTION OF PROPOSAL

DATE: _____

RFP #: 63-JGD10232

The proposing Supplier certifies the following by placing an "X" in all blank spaces:

- ___ That this proposal was signed by an authorized representative of the supplier.
- ___ That the Proposing Supplier has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ___ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ___ That the potential Supplier has attended the preproposal conference on 8/30/2017 and is aware of the prevailing conditions associated with performing these services.
- ___ That the potential Supplier agrees to the conditions as set forth in this **Request for Proposals** with no exceptions.
- ___ That the potential Supplier carries the appropriate insurance and will perform background checks on employees as required herein. See items 19 & 31 of General Contract Terms and Conditions attached.
- ___ That no supplier employee or agent has offered, and no State employee has accepted, any gift or gratuity in connection with this contract, in violation of N.C.G.S. § 133-32; and
- ___ That it, and each of its sub-contractors under this contract, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system, as required by G.S. §143-48.5.
- ___ That this proposal is submitted competitively and without collusion. That none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible supplier as set forth in G.S. 143-59.1. False certification is a Class I Felony.

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted during any resulting contract period.

CONTRACTOR: _____ ADDRESS _____

CITY AND STATE _____ ZIP CODE _____ Phone _____

BY _____ TITLE _____
(Signature)

(Printed Name) E-MAIL _____

UNIVERSITY ACCEPTANCE OF PROPOSAL

DATE: _____

AGENCY _____ CITY AND STATE _____

By: _____
(Signature)

(Title)

THIS PAGE MUST BE COMPLETED AND INCLUDED IN YOUR PROPOSAL RESPONSE

REFERENCES

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

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

THIS PAGE SHALL BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **PROPOSAL SUBMITTAL:** All proposals must be received by the issuing agency no later than the date and time listed on the cover sheet of this proposal. Proposals shall be uploaded to: <https://ncsu.bonfirehub.com/opportunities/4581>.

Request for Proposals (RFP) directions are advertised at The State of North Carolina Interactive Purchasing System (IPS) www.ips.state.nc.us. An addendum to this RFP may be issued. If required, any subsequent addenda must be signed and submitted with the proposal upload. It is the **vendor's responsibility** to verify that all applicable addenda are submitted as required.
3. **ORAL PRESENTATIONS:** During the evaluation and at their option, the evaluators may request oral presentations from any or all offerors for the purpose of clarifying or amplifying the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
4. **PROPOSAL EVALUATION:** Proposals will be evaluated as outlined herein. The award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed to provide the best value to the University, and/or the State.
5. **COMMENCEMENT OF SERVICES:** After proposals are evaluated, and offer is made, accepted and approved by appropriate authorities, the University will issue a purchase order, a contract or a letter of agreement as an indicator to commence services.
6. **REQUEST FOR OFFERS:** Offerors are cautioned that this is a request for offers, not a request to contract and the University/State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the University or State.
7. **ORAL EXPLANATIONS:** The University shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
8. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
9. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we are receiving proposals via electronic submission. Please visit <https://ncsu.bonfirehub.com/opportunities/4581> for specific submission instructions.
10. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the University will not reimburse any offeror for any costs incurred prior to award.
11. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of forty-five (45) days from the proposal opening. Although a contract is expected to be awarded prior to that time, the 45-day period is requested to allow for unforeseen delays.

12. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
13. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the University are exempt from this provision.
14. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State when received.
15. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
16. **PROPRIETARY INFORMATION:** To the extent permitted by N.C.G.S. §132-1.3 trade secrets which the Contractor does not wish disclosed other than to personnel involved in the evaluation or contract administration will be kept confidential identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information is not confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.
17. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to N.C.G.S. §143-48 and Executive Order #150, the University invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
18. **PROTEST PROCEDURES:** A party wanting to protest a contract award pursuant to this solicitation must submit a written request to the Director of Purchasing, North Carolina State University, Purchasing Department, Campus Box 7212, Raleigh, NC 27695-7212. This request must be received in the University Purchasing Department within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation. Offerors may call the purchaser listed on the first page of this document to obtain a verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.
19. **CONTRACTOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Contractor Link NC allows Contractors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on the web site: <http://www.state.nc.us/pandc/>.
20. **RECIPROCAL PREFERENCE:** N.C.G.S. §143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.
21. **ENTERPRISE-LEVEL IT SYSTEMS OR TECHNOLOGIES:** The University is committed to promote and integrate universal IT accessibility in the delivery of its resources and to develop innovative solutions to accessibility challenges for students, faculty and staff. Contractors shall:
 - a. Assure all features, components and sub-systems of the software or IT System contained on this RFP **fully comply** with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C.794d), (<http://www.section508.gov>);

OR

Detail why any feature, component or sub-system contained in this RFQ does not **fully comply** with Section 508, and the way in which the proposed product is out of compliance;

- b. If the Voluntary Product Accessibility Templates (VPAT) (<http://www.access-star.org/ITI-VPAT-v1.2.html>) are used, they must include compliance checklists for:
 - 1. Technical Standards;
 - 2. Function and Performance Criteria; and.
 - 3. Documentation and Support
- c. The product offered in response to this RFP is subject to an accessibility evaluation by the University.

NORTH CAROLINA STATE UNIVERSITY GENERAL CONTRACT TERMS AND CONDITIONS
(Contractual and Consultant Services)

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the University.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the University's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the University's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **INSPECTION AT CONTRACTOR'S SITE:** The University reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the University's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract. The University pays invoices Net 30 days from satisfactory receipt of requested commodity or service.
7. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the University shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the University, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials.

Notwithstanding, the Contractor shall not be relieved of liability to the University for damages sustained by the University by virtue of any breach of this agreement, and the University may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the University from such breach can be determined.

In case of default by the Contractor, the University may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The University reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to the University.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the University may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the University.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

8. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The University reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
9. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
10. **TERMINATION:** The University may terminate this agreement at any time by providing written notice to the contractor at least thirty (30) days before the effective date of the termination. In that event and at the option of the University, all finished or unfinished deliverable items prepared by the Contractor under this contract shall become University property. If the contract is terminated by the University as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitations. The Contractor may terminate at the beginning of any contract year, only by notification provided in writing to the University a minimum of four (4) months prior to the applicable contract year expiration.
11. **AVAILABILITY OF FUNDS:** Payments to the Contractor are dependent upon and subject to the availability of funds to the University for the purpose set forth in this agreement. The University pays approved invoices Net 30 days.
12. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to, prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the University.
13. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
14. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor. In addition, all inventions and the copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the University, and the Contractor agrees to assign all rights therein to the University. Contractor further agrees to provide University with any and all reasonable assistance which University may require to file patent applications, to obtain copyright registrations, or to perfect its title in any such inventions or works, including the execution of any documents submitted by the University.

15. **ASSIGNMENT:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the University may:
- a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the University to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

16. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
17. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
18. **SAFETY STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
19. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).

c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage; \$1,000,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina.

The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

20. **ADVERTISING:** Contractor shall not use the existence of this contract or the name of the State of North Carolina or North Carolina State University as part of any advertising without prior written approval from the University.
21. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposal, any addenda thereto, and the offeror's response are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

22. **AMENDMENTS:** This contract may be amended only by written amendment duly executed by authorized representatives of both the University and the Contractor.
23. **TAXES:** N.C.G.S. §143-59.1 bars the Secretary of Administration from entering into contracts with Contractors if it or its affiliates meet one of the conditions of N.C.G. S. §105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Contractor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the Contractor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
24. **GENERAL INDEMNITY:** The Contractor shall hold and save the University, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the Contractor provided that the Contractor is notified in writing within 30 days that the State has knowledge of such claims. The Contractor represents and warrants that it shall make no claim of any kind or nature against the University's agents who are involved in the delivery or processing of Contractor goods to the University. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
25. **OUTSOURCING:** Any Contractor or subcontractor providing call or contact center services to the University or State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the Contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the University agent responsible for the contract.

Contractor must give notice to the University of any relocation of the Contractor, employees of the Contractor, subcontractors of the Contractor, or other persons performing services under a state contract outside of the United States.

26. **PRICING:** All prices offered herein shall be firm against any increases. Requests by the Contractor for a cost increase relevant to any contract extension shall be submitted in writing one hundred and eighty (180) days prior to each contract renewal. The University reserves the

option of accepting a Contractor's proposed cost increase or canceling the service and seeking proposals from other Contractors. Requests for cost increases will be indexed to the same percent as any change in the Consumer Price Index/All Urban Consumers for the previous twelve-month period of the request. Invoices are paid Net 30 days from the University's receipt of an accurate invoice.

27. **DEBARMENT CERTIFICATION:** Offeror certifies to the best of its knowledge and belief, that it nor any of its principals a) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contract by any Federal agency; b) have not within a three year period preceding this award been convicted of or had a civil judgment rendered against them for: commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to this submission of offers; or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property; and c) are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses enumerated herein. The offer certifies that they have not, within a three year period preceding this offer, had one or more contracts terminated for default by any federal agency.

"Principals" for the purpose of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segments, and similar positions.)

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution. Certification of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the University, the University may terminate this agreement for default.

Offeror hereby certifies these conditions and does so by signing the execution page of this RFP document.

28. **PRIVACY**

1. **Personal Identifiers:** If University provides the Contractor with personal identifiers as listed in N.C.G.S. §132-1.10 and in N.C.G.S. §14-133.20(b) or any other legally confidential information, Contractor hereby certifies that collection of this information from University is necessary for the performance of Contractor's duties and responsibilities on behalf of University under this Contract. Contractor further certifies that it shall maintain the confidential and exempt status of any social security number information, as required by N.C.G.S. §132-1.10(c) (1), and that it shall not re-disclose personally identifiable information as directed by State and Federal laws. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Contractor for a period of at least five (5) years from date of violation. If Contractor experiences a security breach, as defined in N.C.G.S. §75.61(14), relating to this information, in addition to the Contractor's responsibilities under the NC Identity Theft Protection Act, Contractor shall immediately notify University with the information listed in N.C.G.S. §75-65(d)(1-4) and shall fully cooperate with University. Contractor shall indemnify University for any breach of confidentiality or failure of its responsibilities to protect confidential information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of University data provided to Contractor pursuant to the Contract.
2. **Education Records:** If the University provides the Contractor with "personally identifiable information" from a student's education record as defined by FERPA, 34 CFR §99.3,

Contractor hereby certifies that collection of this information from University is necessary for the performance of Contractor's duties and responsibilities on behalf of University under this Contract. In this instance, University considers Contractor a school official with a legitimate interest under FERPA. Contractor further certifies that it shall maintain the confidential status of education records in their custody, and that it shall not re-disclose personally identifiable information as directed by FERPA. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Contractor for a period of at least five (5) years from date of violation. If Contractor experiences a security breach relating to this information or if Contractor re-discloses the information, Contractor shall immediately notify University. Contractor shall indemnify University for any breach of confidentiality or failure of its responsibilities to protect the personally identifiable information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of University data provided to Contractor pursuant to the Contract.

29. **AUDITS:** The State or University auditor shall have access to persons and records as a result of all Agreements entered into by the University in accordance with North Carolina General Statute §147-64.7 and Session Law 2010-194, Section 21.
30. **PRESERVATION OF RECORDS:** If the University provides any data to Contractor pursuant to this Agreement, the Contractor shall preserve and maintain the data for a period of three (3) years or as indicated in a litigation hold letter issued by University, to fulfill the University's obligations under the North Carolina Public Records Act and under the Federal and North Carolina Rules of Civil Procedure. Contractor shall immediately preserve and maintain data (and any generated email correspondence) upon the University's request or upon notice of litigation or audit and further Contractor shall make available all Data University may specify with the time limits required.
31. **CONTRACTOR EMPLOYEE BACKGROUND CHECKS:** The Contractor shall, included in the proposed cost in Section 7, secure appropriate background checks on all employees, independent contractors, or subcontractor employees to be assigned to any resulting contract. These background checks shall include, at a minimum, the following checks with consideration for current, past, alias and maiden names:
- Nationwide Federal Criminal search
 - National Sex Offender Registry search
 - North Carolina Statewide Criminal search
 - Criminal searches in all counties of residence outside the state of North Carolina in the past seven (7) years, except in cases when the individual has resided in the New York boroughs of Kings, Queens, New York, Nassau, Richmond, or Bronx, in which case a New York Statewide Criminal Search is required
 - Skip Trace, Residency history, or other Social Security Number-based search (to ensure validity and correct matching)

The Contractor shall align its hiring decisions to support the University's ongoing effort to maintain a safe, drug-free environment for students, faculty, staff and visitors.

These background checks shall be maintained by the Contractor and are subject to audit by appropriate University or state officials at any time during and for five (5) years after the contract end date. The University may withhold consent of any of Contractor's personnel to be placed on a University assignment at its sole discretion. The Contractor shall immediately (same day as notification) remove any employee or representative from University property if deemed by the University to be unfit for any reason.

32. IRAN DIVESTMENT ACT -CERTIFICATION AND ONGOING OBLIGATIONS: The NC General Assembly recently enacted the Iran Divestment Act (S.L. 2015-118). This requirement applies to all units of State government and to all political subdivisions of the State. The Iran Divestment Act List is a list published by the North Carolina Department of State Treasurer pursuant to the requirements of this Act that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> .

By accepting an order from the University, the Contractor certifies that, as of the date of acceptance, it is not on the then-current version of the Iran Divestment Act List. Contractor agrees to not contract with any person to perform a part of the contractual work, if, at the time the Contractor enters into a subcontract, that person is on the then-current version of the Iran Divestment Act List. Contractor further agrees to notify the Procurement Specialist if, at any time during the contract term, including any renewal terms, it is added to the Iran Divestment Act List.

U.S. COMMUNITIES INFORMATION

1. MASTER AGREEMENT

North Carolina State University (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 Food Products and Distribution Services (herein “Products and Services”).

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

Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States. Each Advisory Board Member is expected to actively participate in product bids and selection, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

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

Emory University, GA
Fairfax County, VA
Fresno Unified School District, CA

The Ohio State University
The School District of Collier County

Participating Public Agencies

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

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

North Carolina State University 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 on page 43..

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, North Carolina State University 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 2016 purchased more than \$168 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

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

- National Sponsors as referenced above.
- Over 85 State Associations of Counties, Schools and Municipal Leagues.

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

Evaluation of Proposals

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

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

3. SUPPLIERS

Commitments

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

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

(a) Corporate Commitment.

- (i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.
- (ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.
- (iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.
- (iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

- (v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.
 - (vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.
 - (vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.
 - (viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.
- (b) **Pricing Commitment.**
- (i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.
 - (ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.
 - (A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

- (B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
 - (C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.
- (iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.
- (iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:
- (A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
 - (B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.
 - (C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
 - (D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public

Agency of the pricing, terms and conditions of the Master Agreement.

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

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

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

- (i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency; (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
- (ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

- (iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.
- (iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:
 - (A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:
 - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
 - (2) Copy of original procurement solicitation;
 - (3) Copy of Master Agreement including any amendments;
 - (4) Summary of Products and Services pricing;
 - (5) Electronic link to U.S. Communities' online registration page; and
 - (6) Other promotional material as requested by U.S. Communities.
 - (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
 - (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
- (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.
- (vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION

The Agreement (See page 45) outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

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

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

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

- A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?
YES____ NO____

- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 35 states and the ability to deliver service in Alaska and Hawaii?
YES____ *NO____
(*If no, identify the states where you do not have the ability to provide service to Participating Public Agencies.)

- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES____ *NO____
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)

- D. Check which applies for your company sales last year in the United States:
____ Sales between \$0 and \$25,000,000
____ Sales between \$25,000,001 and \$50,000,000
____ Sales between \$50,000,001 and \$100,000,000
____ Sales greater than \$100,000,001

- E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?
YES____ NO____

- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES____ NO____

- G. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES____ NO____

- H. Will your company commit to the following program implementation schedule?
YES____ NO____

- I. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES____ NO____


Submitted by:

(Printed Name)

(Signature)

(Title)

(Date)

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

SUPPLIER INFORMATION

Please respond to the following requests for information about your company and submit your responses following your completed answers to Sections 3 and 4:

National Commitments

1. Please provide a written narrative of your understanding and acceptance of the Supplier Qualifications Commitments on pages 29-35.

Company

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

Example:

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

3. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.
4. Provide the company annual sales for 2014, 2015 and 2016 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2014, 2015, AND 2016			
Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

- For the **proposed products and services included in the scope of your response**, provide annual sales for 2014, 2015 and 2016 in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2014, 2015, AND 2016			
Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

- Provide a list of your company's ten largest public agency customers, including contact information.
- Does your company offer menu services or are you associated with a company that supports the needs of Participating Public Agencies? If so, what are the costs, if any? Obviously, nutritional information associated with food products is critical to Participating Public Agencies. Please detail what services your company offers in assisting Participating Public Agencies with obtaining nutritional data (preferably via a web-based system).
- Please describe how your organization conducts Food Shows. Please provide a sample schedule of shows held in the past. How are discounts administered? Do you conduct "mini food shows" for specific customers?
- Ongoing education and training opportunities are critical to Participating Public Agencies. Please describe how/if your company offers and/or supports seminars (with CEU opportunities), web based training/learning, ServSafe or other initiatives.

Distribution

- Describe how your company proposes to distribute the Products nationwide.
- Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
- Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- Please describe your company's position on Fuel surcharges and/or other delivery charges.
- Please describe how your organization will handle if a Participating Public Agency has a manufacturer agreement in place. Please describe in detail how your organization would assist in managing these contracts and how they would be administered as part of the final sales price.
- Please describe how your organization will handle special order products, Holiday items etc.

7. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
 - a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc.
 - b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Marketing

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

National Staffing Plan

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

<u>Role</u>	<u>Description of Role</u>	<u>Person Responsible</u>	<u>Time Commitment (%)</u>
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.		
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.		
Lead Referral Manager	Responsible for distributing leads generated through the USC website.		

Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.		
IT Lead	Responsible for building USC landing page for supplier.		
Reporting Lead	Responsible for providing monthly reports to USC.		

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

Products, Services and Solutions

1. Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Section 3 (Scope of Work) of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. State your normal delivery time (in days) and any options for expediting delivery. Also, please include the daily cut-off times for orders.
3. State backorder policy. Do you fill or kill orders and require Participating Public Agencies to reorder if an item is backordered?
4. State restocking fees and procedures for returning products.
5. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
6. Describe the capacity of your company to broaden the scope of the contract, keep the product offerings current and ensure that the latest products, standards and technology for food products and distribution are available.
7. Please describe your company's capabilities with "FRESH" product categories: Produce, Dairy, Meat and Seafood. Is your company aligned with local produce sources? NC State needs to be able to identify and track local purchases (less than 310 miles from Raleigh).
8. Describe your company's capabilities in the areas of non-food items, including Paper and Disposables, Equipment and Small Wares.
9. Please list the top fifteen food vendors that you purchase from as a normal course of your broad line distribution. Please describe if/how you could assist Participating Public Agencies in obtaining additional values from these manufacturers (as well as others).
10. Please describe the beverage dispensing services available at your organization. Please provide the details of costs. What vendors are you aligned with? Who provides maintenance? Are there any additional costs to customers for these services?

Administration

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing. Additionally, please provide the following:
 - a. In what formats do you accept orders (telephone, ecommerce, etc.)?
 - b. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
3. Describe your company's ecommerce capabilities:
 - a. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).
4. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information, contract term (including contract options) and annual volume by year for each of the last three years.
5. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.

Environmental

1. Provide a brief description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.
2. Describe your company's process for defining, verifying, and labeling green/sustainable products and services in your offering. Explain how you help public agencies navigate toward the green products in your offering through website filters, keyword searches, displaying eco-logos, etc.
3. Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, paint, chemicals, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.

Financial Statements

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

Additional Information

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

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

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

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

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services.
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The

Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.

8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

U.S. COMMUNITIES ADMINISTRATION AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

ARTICLE II

TERM OF AGREEMENT

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

ARTICLE III

REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League

of Cities (NLC), the National Association of Counties (NACo), the United States Conference of Mayors (USCM), the Association of School Business Officials (ASBO), and the National Governor's Association (NGA) (collectively, the "Founding Co-Sponsors"), and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

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

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

(a) **Corporate Commitment.**

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

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

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

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

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

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

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

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

(b) **Pricing Commitment.**

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

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement.

If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) Supplier Content. Supplier may, from time to time, provide certain

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

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

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

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

ARTICLE IV

PRICING AUDITS

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

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, “Administrative Fees”). Supplier’s annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency’s costs incurred in connection with managing the Master Agreement nationally.

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

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

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

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

- (i) Supplier’s Product Number
- (ii) Product Description
- (iii) Manufacturer Name

- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) U.S. Communities Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

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

ARTICLE VI

MISCELLANEOUS

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

6.2 Assignment.

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

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

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

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

Attn: U.S. Communities Program Manager

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

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

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

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

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

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

limitations contained herein.

[Remainder of Page Intentionally Left Blank – Signatures Follow]

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: Kevin Juhring

Title: President

Supplier:

By _____

Name: _____

Title: _____

EXHIBIT A

MASTER AGREEMENT

(To Be Attached)

EXHIBIT B

**SALES REPORT
FORMAT**

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
966000735	178	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1525.50
966000222	178	34968035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2015	3	1	1603.64
966000735	178	89490461	CITY OF LA/ENVI/IRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1625.05
966000735	178	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	45090.79
066002010	178	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2015	3	1	318.00
066001854	178	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2015	3	1	212.00
SALES REPORT DATA FORMAT													
Column Name	Required	Data Type	Length	Example	Comment								
TIN	Optional	Text	9	966000735	No Dash, Do notomit leading zero.								
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below								
Account No.	Yes	Text	25 max		Depends on supplier accountno.								
Agency Name	Yes	Text	255 max	Los Angeles County									
Dept Name	Optional	Text	255 max	Purchasing Dept									
Address	Yes	Text	255 max										
City	Yes	Text	255 max	Los Angeles	Must be a valid City name								
State	Yes	Text	2	CA									
Zip	Yes	Text	5	90071	No Dash, Do notomit leading zero, Valid zip code								
Agency Type	Yes	Number	2	30	See Agency Type Table Below								
Year	Yes	Number	4	2010									
Qtr	Yes	Number	1	4									
Month	Yes	Number	2	12									
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas								
Agency Type Table													
Agency Type ID	Agency Type Description												
10	K-12												
11	Community College												
12	College and University												
20	City												
21	City Special District												
22	Consolidated City/County												
30	County												
31	County Special District												
40	Federal												
41	Crown Corporations												
50	Housing Authority												
80	State Agency												
81	Independent Special District												
82	Non-Profit												
84	Other												

STATE NOTICE ADDENDUM

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

Nationwide:

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

Other states:

State of Oregon, State of Hawaii, State of Washington

Agency Name	State		
		Honolulu Fire Department	HI
Malama Honua Public Charter School	HI	COUNTY OF MAUI	HI
ST JOHN THE BAPTIST	HI	Lanai Community Health Center	HI
Waimanalo Elementary and Intermediate School	HI	Maui High Band Booster Club	HI
Kailua High School	HI	Big Brothers Big Sisters	HI
PACIFIC BUDDHIST ACADEMY	HI	Tri-Isle Resource Conservation and Development District	HI
HAWAII TECHNOLOGY ACADEMY	HI	Olanur	HI
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI	Kumulani Chapel	HI
MARYKNOLL SCHOOL	HI	Chamber of Commerce Hawaii	HI
ISLAND SCHOOL	HI	Naalehu Assembly of God	HI
		outrigger canoe club	HI
		One Kalakaua	HI
STATE OF HAWAII, DEPT. OF EDUCATION	HI		
KE KULA O S. M. KAMAKAU	HI	Native Hawaiian Hospitality Association	HI
KAMEHAMEHA SCHOOLS	HI	Islands Hospice Inc	HI
HANAHAU`OLI SCHOOL	HI	St. Theresa School	HI
KIHEI CHARTER SCHOOL	HI	Hawaii Peace and Justice	HI
EMMANUAL LUTHERAN SCHOOL	HI	Kauai Youth Basketball Association	HI
School Lunch Program	HI	NA HALE O MAUI	HI
Ewa Makai Middle School	HI	LEEWARD HABITAT FOR HUMANITY	HI
Variety School of Hawaii	HI	WAIANAE COMMUNITY OUTREACH	HI
Our Savior Lutheran School	HI	NA LEI ALOHA FOUNDATION	HI
BOARD OF WATER SUPPLY	HI	HAWAII FAMILY LAW CLINIC DBA ALA	
MAUI COUNTY COUNCIL	HI	KUOLA	HI
Kauai County Council	HI		

BUILDING INDUSTRY ASSOCIATION OF HAWAII	HI	Aloha United Way	HI
UNIVERSITY OF HAWAII FEDERAL CREDIT UNION	HI	Kipuka o Ke Ola	HI
LANAKILA REHABILITATION CENTER INC.	HI	READ TO ME INTERNATIONAL FOUNDATION	HI
POLYNESIAN CULTURAL CENTER	HI	MAUI FAMILY YMCA	HI
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	HI	WAILUKU FEDERAL CREDIT UNION	HI
BISHOP MUSEUM	HI	ST. THERESA CHURCH	HI
ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	HI	HALE MAHAOLU	HI
ASSOSIATION OF OWNERS OF KUKUI PLAZA	HI	West Maui Community Federal Credit Union	HI
MAUI ECONOMIC DEVELOPMENT BOARD NETWORK ENTERPRISES, INC.	HI	Hawaii Island Humane Society	HI
HONOLULU HABITAT FOR HUMANITY	HI	Western Pacific Fisheries Council	HI
ALOHACARE	HI	Kama'aina Care Inc	HI
ORI ANUENUE HALE, INC.	HI	International Archaeological Research Institute, Inc.	HI
IUPAT, DISTRICT COUNCIL 50	HI	Community Empowerment Resources	HI
GOODWILL INDUSTRIES OF HAWAII, INC.	HI	Tutu and Me Traveling Preschool	HI
HAROLD K.L. CASTLE FOUNDATION	HI	First United Methodist Church	HI
MAUI ECONOMIC OPPORTUNITY, INC.	HI	United Chinese Society	HI
EAH, INC.	HI	Haggai Institute	HI
PARTNERS IN DEVELOPMENT FOUNDATION	HI	St. Francis Healthcare System	HI
HABITAT FOR HUMANITY MAUI	HI	AOAO Royal Capitol Plaza	HI
W. M. KECK OBSERVATORY	HI	Kumpang Lanai	HI
HAWAII EMPLOYERS COUNCIL	HI	Child and Family Service	HI
HAWAII STATE FCU	HI	MARINE SURF WAIKIKI, INC.	HI
MAUI COUNTY FCU	HI	Hawaii Health Connector	HI
PUNAHOU SCHOOL	HI	Hawaii Carpenters Market Recovery Program Fund	HI
YMCA OF HONOLULU	HI	Maui Aids Foundation Inc	HI
EASTER SEALS HAWAII	HI	Pukalani Baptist Church	HI
AMERICAN LUNG ASSOCIATION	HI	Puu Heleakala Community Association	HI
Pohaha I Ka Lani	HI	Saint Louis School	HI
Hawaii Area Committee	HI	Kailua Racquet Club, Ltd.	HI
Tri-Isle RC&D	HI	Homewise Inc.	HI
Lanai Federal Credit Union	HI	Hawaii Baptist Academy	HI
		Kroc Center Hawaii	HI
		Kupu	HI
		University of the Nations	HI
		ARGOSY UNIVERSITY	HI
		HAWAII PACIFIC UNIVERSITY	HI
		UNIVERSITY OF HAWAII AT MANOA	HI

RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	HI	State of Hawaii-Department of Health-Disability & Communication Access	HI
BRIGHAM YOUNG UNIVERSITY - HAWAII University Clinical Research and Association	HI	State of Hawaii Department of Human Services	HI
Hawaii Medical College	HI	CITY AND COUNTY OF HONOLULU	HI
		Lanai Youth Center	HI
		Silver Dolphin Bistro	HI
CHAMINADE UNIVERSITY OF HONOLULU	HI	Commander, Navy Region Hawaii	HI
Ricoh	HI	US Navy	HI
ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII	HI	Defense Information System Agency	HI
Hawaii Information Consortium	HI	84th Engineer Battalion	HI
Leeward Community Church	HI	Department of Veterans Affairs	HI
E Malama In Keiki O Lanai	HI	Hawaii County	HI
Keawala'i Congregational Church	HI	Honolulu County	HI
Lanai Community Hospital	HI	Kauai County	HI
		Maui County	HI
		Kalawao County	HI
Angels at Play Preschool & Kindergarten	HI	Aiea	HI
Queen Emma Gardens AOA	HI	Anahola	HI
FAMILY SUPPORT SERVICES OF WEST HAWAII	HI	Barbers Point N A S	HI
Honolulu Community College	HI	Camp H M Smith	HI
COLLEGE OF THE MARSHALL ISLANDS	HI	Captain Cook	HI
DOT Airports Division Hilo International Airport	HI	Eleele	HI
Judiciary - State of Hawaii	HI	Ewa Beach	HI
ADMIN. SERVICES OFFICE	HI	Fort Shafter	HI
		Haiku	HI
		Hakalau	HI
		Haleiwa	HI
SOH- JUDICIARY CONTRACTS AND PURCH	HI	Hana	HI
STATE DEPARTMENT OF DEFENSE	HI	Hanalei	HI
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY	HI	Hanamaulu	HI
		Hanapepe	HI
		Hauula	HI
HAWAII HEALTH SYSTEMS CORPORATION	HI	Hawaii National Park	HI
		Hawaiian Ocean View	HI
HAWAII AGRICULTURE RESEARCH CENTER	HI	Hawi	HI
STATE OF HAWAII	HI	Hickam AFB	HI
Third Judicial Circuit - State of Hawaii	HI	Hilo	HI
State of Hawaii Department of Transportation	HI	Holualoa	HI
Office of the Governor	HI	Honaunau	HI
		Honokaa	HI

Honolulu	HI	Mountain View	HI
Honomu	HI	Naalehu	HI
Hoolehua	HI	Ninole	HI
Kaaawa	HI	Ocean View	HI
Kahuku	HI	Ookala	HI
Kahului	HI	Paauhau	HI
Kailua	HI	Paauilo	HI
Kailua Kona	HI	Pahala	HI
Kalaheo	HI	Pahoa	HI
Kalaupapa	HI	Paia	HI
Kamuela	HI	Papaaloa	HI
Kaneohe	HI	Papaikou	HI
Kapaa	HI	Pearl City	HI
Kapaau	HI	Pearl Harbor	HI
Kapolei	HI	Pepeekeo	HI
Kaumakani	HI	Princeville	HI
Kaunakakai	HI	Pukalani	HI
Kawela Bay	HI	Puunene	HI
Keaau	HI	Schofield Barracks	HI
Kealakekua	HI	Tripler Army Medical Center	HI
Kealia	HI	Volvano	HI
Keauhou	HI	Wahiawa	HI
Kekaha	HI	Waialua	HI
Kihei	HI	Waianae	HI
Kilauea	HI	Waikoloa	HI
Koloa	HI	Wailuku	HI
Kualapuu	HI	Waimanalo	HI
Kula	HI	Waimea	HI
Kunia	HI	Waipahu	HI
Kurtistown	HI	Wake Island	HI
Lahaina	HI	Wheeler Army Airfield	HI
Laie	HI	Brigham Young University - Hawaii	HI
Lanai City	HI	Chaminade University of Honolulu	HI
Laupahoehoe	HI	Hawaii Business College	HI
Lawai	HI	Hawaii Pacific University	HI
Lihue	HI	Hawaii Technology Institute	HI
M C B H Kaneohe Bay	HI	Heald College - Honolulu	HI
Makawao	HI	Remington College - Honolulu Campus	HI
Makaweli	HI	University of Phoenix - Hawaii Campus	HI
Maunaloa	HI	Hawaii Community College	HI
Mililani	HI	Honolulu Community College	HI

Kapiolani Community College	HI	SOUTHWEST CHARTER SCHOOL	OR
Kauai Community College	HI	WHITEAKER MONTESSORI SCHOOL	OR
Leeward Community College	HI	CASCADES ACADEMY OF CENTRAL	
Maui Community College	HI	OREGON	OR
University of Hawaii at Hilo	HI	NEAH-KAH-NIE DISTRICT NO.56	OR
University of Hawaii at Manoa	HI	INTER MOUNTAIN ESD	OR
Windward Community College	HI	STANFIELD SCHOOL DISTRICT	OR
Canby School District No 86	OR	LA GRANDE SCHOOL DISTRICT	OR
Central School District 13J (Polk County, Oregon)	OR	CASCADE SCHOOL DISTRICT	OR
Milton-Freewater Unified School District No 7	OR	DUFUR SCHOOL DISTRICT NO.29	OR
Scappoose Adventist School	OR	Hillsboro school district	OR
Ontario School District 8C	OR	GASTON SCHOOL DISTRICT 511J	OR
Trillium Charter School	OR	BEAVERTON SCHOOL DISTRICT	OR
Echo School District	OR	COUNTY OF YAMHILL SCHOOL DISTRICT 29	OR
Warrenton Hammond School	OR	WILLAMINA SCHOOL DISTRICT	OR
Immanuel Lutheran School	OR	MCMINNVILLE SCHOOL DISTRICT NO.40	OR
The Emerson School	OR	Sheridan School District 48J	OR
Columbia Academy	OR	THE CATLIN GABEL SCHOOL	OR
VALLEY CATHOLIC SCHL	OR	NORTH WASCO CTY SCHOOL DISTRICT 21 -	
CROOK COUNTY SCHOOL DISTRICT	OR	CHENOWITH	OR
CORBETT SCHL DIST #39	OR	CENTRAL CATHOLIC HIGH SCHOOL	OR
Trinity Lutheran Church and School	OR	CANYONVILLE CHRISTIAN ACADEMY	OR
Bethel School District #52	OR	OUR LADY OF THE LAKE SCHOOL	OR
OREGON CITY PUBLIC SCHL	OR	NYSSA SCHOOL DISTRICT NO. 26	OR
Ppmc Education Committee	OR	ARLINGTON SCHOOL DISTRICT NO. 3	OR
Stayton Christian School	OR	LIVINGSTONE ADVENTIST ACADEMY	OR
South Columbia Family School	OR	Santiam Canyon SD 129J	OR
Sunrise Preschool	OR	WEST HILLS COMMUNITY CHURCH	OR
St. Therese Parish/School	OR	BANKS SCHOOL DISTRICT	OR
PINE-EAGLE SCHOOL DISTRICT 061	OR	WILLAMETTE EDUCATION SERVICE DISTRICT	OR
Portland YouthBuilders	OR	BAKER COUNTY SCHOOL DIST. 16J -	
Wallowa County ESD	OR	MALHEUR ESD	OR
Fern Ridge School District 28J	OR	HARNEY EDUCATION SERVICE DISTRICT	OR
Knova Learning	OR	GREATER ALBANY PUBLIC SCHOOL DISTRICT	OR
New Horizon Christian School	OR	LAKE OSWEGO SCHOOL DISTRICT 7J	OR
MOLALLA RIVER ACADEMY	OR	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	OR
HIGH DESERT EDUCATION SERVICE DISTRICT	OR	SILVER FALLS SCHOOL DISTRICT	OR
St. Luke Catholic School	OR		

St Helens School District	OR	NORTHWEST REGIONAL EDUCATION	
DAYTON SCHOOL DISTRICT NO.8	OR	SERVICE DISTRICT	OR
Amity School District 4-J	OR	VERNONIA SCHOOL DISTRICT 47J	OR
SCAPPOOSE SCHOOL DISTRICT 1J	OR	SOUTH COAST EDUCATION SERVICE	
REEDSPORT SCHOOL DISTRICT	OR	DISTRICT	OR
FOREST GROVE SCHOOL DISTRICT	OR	COOS BAY SCHOOL DISTRICT NO.9	OR
DAVID DOUGLAS SCHOOL DISTRICT	OR	COOS BAY SCHOOL DISTRICT	OR
LOWELL SCHOOL DISTRICT NO.71	OR	NORTH BEND SCHOOL DISTRICT 13	OR
TIGARD-TUALATIN SCHOOL DISTRICT	OR	COQUILLE SCHOOL DISTRICT 8	OR
SHERWOOD SCHOOL DISTRICT 88J	OR	MYRTLE POINT SCHOOL DISTRICT NO.41	OR
RAINIER SCHOOL DISTRICT	OR	BANDON SCHOOL DISTRICT	OR
NORTH CLACKAMAS SCHOOL DISTRICT	OR	BROOKING HARBOR SCHOOL DISTRICT	
MONROE SCHOOL DISTRICT NO.1J	OR	NO.17-C	OR
CHILDPEACE MONTESSORI	OR	REDMOND SCHOOL DISTRICT	OR
HEAD START OF LANE COUNTY	OR		
HARNEY COUNTY SCHOOL DIST. NO.3	OR	DESCHUTES COUNTY SD NO.6 - SISTERS SD	OR
NESTUCCA VALLEY SCHOOL DISTRICT			
NO.101	OR	DOUGLAS EDUCATION SERVICE DISTRICT	OR
ARCHBISHOP FRANCIS NORBERT		ROSEBURG PUBLIC SCHOOLS	OR
BLANCHET SCHOOL	OR	GLIDE SCHOOL DISTRICT NO.12	OR
LEBANON COMMUNITY SCHOOLS NO.9	OR	SOUTH UMPQUA SCHOOL DISTRICT #19	OR
MT.SCOTT LEARNING CENTERS	OR	YONCALLA SCHOOL DISTRICT NO.32	OR
SEVEN PEAKS SCHOOL	OR	ELKTON SCHOOL DISTRICT NO.34	OR
DE LA SALLE N CATHOLIC HS	OR		
MULTISENSORY LEARNING ACADEMY	OR	DOUGLAS COUNTY SCHOOL DISTRICT 116	OR
MITCH CHARTER SCHOOL	OR	HOOD RIVER COUNTY SCHOOL DISTRICT	OR
REALMS CHARTER SCHOOL	OR		
BAKER SCHOOL DISTRICT 5-J	OR	PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR
PHILOMATH SCHOOL DISTRICT	OR		
CLACKAMAS EDUCATION SERVICE		CENTRAL POINT SCHOOL DISTRICT NO. 6	OR
DISTRICT	OR	JACKSON CO SCHOOL DIST NO.9	OR
CANBY SCHOOL DISTRICT	OR	ROGUE RIVER SCHOOL DISTRICT NO.35	OR
OREGON TRAIL SCHOOL DISTRICT NO.46	OR	MEDFORD SCHOOL DISTRICT 549C	OR
WEST LINN WILSONVILLE SCHOOL		CULVER SCHOOL DISTRICT NO.	OR
DISTRICT	OR	JEFFERSON COUNTY SCHOOL DISTRICT	
		509-J	OR
MOLALLA RIVER SCHOOL DISTRICT NO.35	OR	GRANTS PASS SCHOOL DISTRICT 7	OR
ESTACADA SCHOOL DISTRICT NO.108	OR	LOST RIVER JR/SR HIGH SCHOOL	OR
GLADSTONE SCHOOL DISTRICT	OR	KLAMATH FALLS CITY SCHOOLS	OR
ASTORIA SCHOOL DISTRICT 1C	OR	LANE COUNTY SCHOOL DISTRICT 4J	OR
SEASIDE SCHOOL DISTRICT 10	OR	SPRINGFIELD SCHOOL DISTRICT NO.19	OR

CRESWELL SCHOOL DISTRICT	OR	Marist High School	OR
SOUTH LANE SCHOOL DISTRICT 45J3	OR	Victory Academy	OR
LANE COUNTY SCHOOL DISTRICT 69	OR	Vale School District No. 84	OR
SIUSLAW SCHOOL DISTRICT	OR	St. Mary School	OR
SWEET HOME SCHOOL DISTRICT NO.55	OR	Junction City High School	OR
LINN CO. SCHOOL DIST. 95C - SCIO SD	OR	Three Rivers School District	OR
ONTARIO MIDDLE SCHOOL	OR	Fern Ridge School District	OR
GERVAIS SCHOOL DIST. #1	OR	JESUIT HIGH SCHL EXEC OFC	OR
NORTH SANTIAM SCHOOL DISTRICT 29J	OR	LASALLE HIGH SCHOOL	OR
JEFFERSON SCHOOL DISTRICT	OR	Southwest Christian School	OR
SALEM-KEIZER PUBLIC SCHOOLS	OR	Willamette Christian School	OR
MT. ANGEL SCHOOL DISTRICT NO.91	OR	Westside Christian High School	OR
MARION COUNTY SCHOOL DISTRICT 103 -		CS LEWIS ACADEMY	OR
WASHINGTON ES	OR	Portland America School	OR
MORROW COUNTY SCHOOL DISTRICT	OR	Forest Hills Lutheran School	OR
MULTNOMAH EDUCATION SERVICE		Mosier Community School	OR
DISTRICT	OR	Koreducators Lep High	OR
GRESHAM-BARLOW SCHOOL DISTRICT	OR	Warrenton Hammond School District	OR
DALLAS SCHOOL DISTRICT NO. 2	OR	Sutherlin School District	OR
CENTRAL SCHOOL DISTRICT 13J	OR	Malheur Elementary School District	OR
St. Mary Catholic School	OR	Ontario School District	OR
CROSSROADS CHRISTIAN SCHOOL	OR	Parkrose School District 3	OR
ST. ANTHONY SCHOOL	OR	Riverdale School District 51J	OR
Pedee School	OR	Tillamook School District	OR
HERITAGE CHRISTIAN SCHOOL	OR	Madeleine School	OR
BEND-LA PINE SCHOOL DISTRICT	OR	Union School District	OR
GLENDALE SCHOOL DISTRICT	OR	Helix School District	OR
LINCOLN COUNTY SCHOOL DISTRICT	OR	Riddle School District	OR
PORTLAND PUBLIC SCHOOLS	OR	Helix School Dist #1 R	OR
REYNOLDS SCHOOL DISTRICT	OR	Prospect School District	OR
CENTENNIAL SCHOOL DISTRICT	OR	Ashbrook Independent School	OR
NOBEL LEARNING COMMUNITIES	OR	Molalla River School District	OR
St. Stephen's Academy	OR	Corvallis School District 509J	OR
McMinnville Adventist Christian School	OR	Falls City School District #57	OR
Salem-Keizer 24J	OR	Portland Christian Schools	OR
McKay High School	OR		
Pine Eagle Charter School	OR	LUCKIAMUTE VALLEY CHARTER SCHOOLS	OR
Waldo Middle School	OR	Insight School of Oregon Painted Hills	OR
OAKLAND SCHOOL DISTRICT 001	OR	Deer Creek Elementary School	OR
Hermiston School District	OR	Yamhill Carlton School District	OR
Clear Creek Middle School	OR	COLTON SCHL DIST 53	OR

HARRISBURG SCHL DIST	OR	French American School	OR
CENTRAL CURRY SCHL DIST#1	OR	Mastery Learning Institute	OR
BNAI BRITH CAMP	OR	North Lake School District 14	OR
OREGON FOOD BANK	OR	Early College High School	OR
HOSANNA CHRISTIAN SCHL	OR	GILLIAM COUNTY OREGON	OR
ABIQUA SCHL	OR	UMATILLA COUNTY, OREGON	OR
Auxiliary services	OR	DOUGLAS ELECTRIC COOPERATIVE, INC.	OR
Salem keizar school district	OR	MULTNOMAH LAW LIBRARY	OR
Scio High School	OR	Clackamas County	OR
Athena Weston School District 29RJ	OR	CLATSOP COUNTY	OR
Butte Falls School District	OR	COLUMBIA COUNTY, OREGON	OR
Bend International School	OR	coos county	OR
Imbler School District #11	OR	CROOK COUNTY ROAD DEPARTMENT	OR
Monument school	OR	CURRY COUNTY OREGON	OR
PENDLETON SCHOOL DISTRICT #16R	OR	DESCHUTES COUNTY	OR
Ohara Catholic School	OR	GILLIAM COUNTY	OR
MARCOLA SCHOOL DISTRICT 079J	OR	GRANT COUNTY, OREGON	OR
LINN-BENTON-LINCOLN ESD	OR	HARNEY COUNTY SHERIFFS OFFICE	OR
Reynolds High School	OR	HOOD RIVER COUNTY	OR
St. Paul School District	OR	Jackson County	OR
Sabin-Schellenberg Technical Center	OR	Josephine County	OR
St Paul Parish School	OR	Klamath County	OR
Joseph School District	OR	LANE COUNTY	OR
EagleRidge High School	OR	LINN COUNTY	OR
Grant Community School	OR	MARION COUNTY , SALEM, OREGON	OR
Hope Chinese charter	OR	MULTNOMAH COUNTY	OR
Northwest Academy	OR	SHERMAN COUNTY	OR
Sunny Wolf Charter School	OR	WASCO COUNTY	OR
MCKENZIE SCHOOL DISTRICT 068	OR	YAMHILL COUNTY	OR
L'Etoiile French Immersion School	OR	WALLOWA COUNTY	OR
LA GRANDE SCHOOL DISTRICT 001	OR	ASSOCIATION OF OREGON COUNTIES	OR
FOSSIL SCHOOL DISTRICT 21J	OR	NAMI LANE COUNTY	OR
Marist Catholic High School	OR	BENTON COUNTY	OR
Springfield Public Schools	OR	DOUGLAS COUNTY	OR
Elgin school dist.	OR	JEFFERSON COUNTY	OR
PLEASANT HILL SCH DIST #1	OR	LAKE COUNTY	OR
Ukiah School District 80R	OR	LINCOLN COUNTY	OR
Lake Oswego Montessori School	OR	POLK COUNTY	OR
North Powder Charter School	OR	UNION COUNTY	OR
Siletz Valley School	OR	WASHINGTON COUNTY	OR
ALLIANCE CHARTER ACADEMY	OR	MORROW COUNTY	OR

Mckenzie Personnel Services	OR	Unitarian Universalist Church in Eugene	OR
Washington County Facilities & Park Services	OR	Emmanuel Bible Church	OR
Multnomah County Department of Community Justice	OR	Portland Community Media	OR
NORCOR Juvenile Detention	OR	La Pine Chamber of Commerce	OR
Tillamook County Estuary Job Council	OR	Stone Creek Christian Church	OR
BAKER CNTY GOVT	OR	Rogue Valley Youth Football	OR
TILLAMOOK CNTY	OR	Bend Elks Lodge 1371	OR
CLACKAMS COUNTY COMMUNITY CORRECTIONS	OR	Friendly House, Inc.	OR
		Klamath Siskiyou Wildlands Center	OR
		Grace Christian Fellowship	OR
		Grants Pass Seventh-day Adventist Church	OR
Multnomah County Dept of County Assets	OR	Corvallis Waldorf School	OR
Wheeler County	OR	Farmworkers Housing Development Corporation	OR
Clackamas County Service District # 1/Tri-City Service District	OR	World Forestry Center	OR
Resource Connections of Oregon	OR	Adapt	OR
Lane County Sheriff's Office	OR	Kid Time	OR
Clatsop County Sheriff's Office	OR	Oregon Farm Bureau	OR
Harney County Community Corrections	OR	Mt Emily Safe Center	OR
Grant County Economic Development	OR	Salem First Presbyterian Church	OR
Josephine County Public Works	OR	Rolling Hills Baptist Church	OR
Clackamas County Juvenile Dept	OR	Baker Elks	OR
Columbia Basin Care Facility	OR	Gates Community Church of Christ	OR
City of Seaside Police Department	OR	PIP Corps LLC	OR
Tamarack Aquatic Center	OR	Turtle Ridge Wildlife Center	OR
Seven Feathers Casino	OR	Grande Ronde Model Watershed Foundation	OR
Direction Service, Inc.	OR	Western Environmental Law Center	OR
Oliver P Lent PTA	OR	Oregon District 7 Little League	OR
Kairos	OR	Mercy Flights, Inc.	OR
Willamette Valley Rehab Center	OR	Metropolitan Contractor Improvement Partnership	OR
St Paul Baptist Church	OR		
Long Tom Watershed Council	OR		
San Martin Deporres Catholic Church	OR	The Christian Church of Hillsboro Oregon	OR
Portland Parks Foundation	OR	Congregation Neveh Shalom	OR
Sweet Home United Methodist Church	OR	My Fathers House	OR
Math Learning Center, The	OR	Step Forward Activities Inc	OR
Maranatha Church	OR		
Cedar Hills Baptist Church	OR	Holy Trinity Greek Orthodox Cathedral	OR
Good Samaritan Ministries	OR	MECOP Inc.	OR

Workforce Northwest Inc	OR	Umpqua Community Health Center	OR
Lane Arts Council	OR	ALZHEIMERS NETWORK OF OREGON	OR
Building Healthy Family	OR	NATIONAL WILD TURKEY FEDERATION	OR
Intergral Youth Services	OR	TILLAMOOK ESTUARIES PARTNERSHIP	OR
Children Center At Trinity	OR	LIFEWORKS NW	OR
OUR SAVIOR'S LUTHERAN CHURCH	OR	Independent Development Enterprise	
Beaverton Christians Church	OR	Alliance	OR
Oregon Humanities	OR	MID-WILLAMETTE VALLEY COMMUNITY	
St. Pius X School	OR	ACTION AGENCY, INC	OR
Community Connection of Northeast Oregon, Inc.	OR	HALFWAY HOUSE SERVICES, INC.	OR
St Mark Presbyterian Church	OR	REDMOND PROFICIENCY ACADEMY	OR
Living Opportunities, Inc.	OR	OHSU FOUNDATION	OR
Coos Art Museum	OR	SHELTERCARE	OR
OETC	OR	PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR
Blanchet House of Hospitality	OR	PACIFIC INSTITUTES FOR RESEARCH	OR
Garten Services Inc	OR	Mental Health for Children, Inc.	OR
Incite Incorporated	OR	The Dreaming Zebra Foundation	OR
		LAUREL HILL CENTER	OR
Merchants Exchange of Portland, Oregon	OR		
Coalition for a Livable Future	OR	THE OREGON COMMUNITY FOUNDATION	OR
West Salem United Methodist	OR	OCHIN	OR
Rogue River Watershed Council	OR	WE CARE OREGON	OR
Central Oregon Visitors Association	OR	SE WORKS	OR
Soroptimist International of Gold Beach,		ENTERPRISE FOR EMPLOYMENT AND	
OR	OR	EDUCATION	OR
Real Life Christian Church	OR	OMNIMEDIX INSTITUTE	OR
Milwaukie-Portland Lodge No.142		PORTLAND BUSINESS ALLIANCE	OR
Benevolent and Protective Order of Elk	OR	GATEWAY TO COLLEGE NATIONAL	
Mainstage Theatre Company	OR	NETWORK	OR
Dayton Christian Church	OR	FOUNDATIONS FOR A BETTER OREGON	OR
Delphian School	OR	GOAL ONE COALITION	OR
AVON	OR		
EPUD-Emerald People's Utility District	OR	ATHENA LIBRARY FRIENDS ASSOCIATION	OR
Human Solutions, Inc.	OR	Coastal Family Health Center	OR
The Wallace Medical Concern	OR	CENTER FOR COMMUNITY CHANGE	OR
Boys & Girls Club of Salem, Marion & Polk Counties	OR	STAND FOR CHILDREN	OR
		ST. VINCENT DEPAUL OF LANE COUNTY	OR
The Ross Ragland Theater and Cultural Center	OR	EAST SIDE FOURSQUARE CHURCH	OR
		CORVALLIS MOUNTAIN RESCUE UNIT	OR
Cascade Health Solutions	OR	InventSuccess	OR

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

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

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

TOUCHSTONE PARENT ORGANIZATION	OR	First United Presbyterian Church	OR
CANCER CARE RESOURCES	OR	PDX Wildlife	OR
CASCADIA REGION GREEN BUILDING COUNCIL	OR	Friends of the Opera House	OR
SHERMAN DEVELOPMENT LEAGUE, INC.	OR	Jackson-Josephine 4-C Council	OR
SCIENCEWORKS	OR	North Coast Family Fellowship	OR
WORD OF LIFE COMMUNITY CHURCH	OR	P E C I	OR
SOCIAL VENTURE PARTNERS PORTLAND	OR	Childswork Learning Center	OR
OREGON PROGRESS FORUM	OR	Portland Schools Alliance	OR
CENTER FOR RESEARCH TO PRACTICE	OR	New Artists Performing Arts Productions, Inc.	OR
WESTERN RIVERS CONSERVANCY	OR	Relief Nursery	OR
UNITED WAY OF THE COLUMBIA WILLAMETTE	OR	St. Mary's Episcopal Church	OR
EUGENE BALLET COMPANY	OR	Viking Sal Senior Center	OR
		Boys and Girls Club of the rogue valley	OR
		Lincoln City Chamber of Commerce	OR
EAST WEST MINISTRIES INTERNATIONAL	OR	DrupalCon Inc., DBA Drupal Association	OR
SISKIYOU INITIATIVE	OR	Albany Partnership for Housing and Community Development	OR
EDUCATIONAL POLICY IMPROVEMENT CENTER	OR	SEED OF FAITH MINISTRIES	OR
North Pacific District of Foursquare Churches	OR	Hermiston Christian Center & School	OR
CATHOLIC CHARITIES	OR	SALEM FREE CLINICS	OR
FIRST CHURCH OF THE NAZARENE	OR	Dress for Success Oregon	OR
WESTSIDE BAPTIST CHURCH	OR	Beaverton Rock Creek Foursquare Church	OR
Housing Development Center	OR	St Paul Catholic Church	OR
Hoodview Christian Church	OR	St Mary's Catholic School and Parish	OR
Child Evangelism Fellowship	OR		
Little Promises Children's Program	OR	Polk Soil and Water Conservation District	OR
UNION GOSPEL MISSION	OR	Street Ministry	OR
GRACE BAPTIST CHURCH	OR	La Grande Church of the Nazarene	OR
COMMUNITY ACTION ORGANIZATION	OR	Spruce Villa, Inc.	OR
OUTSIDE IN	OR		
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	OR	OREGON SCHOOL BOARDS ASSOCIATION	OR
ELAW	OR	House of Prayer for All Nations	OR
COMMUNITY HEALTH CENTER, INC	OR	Sacred Heart Catholic Church	OR
Greater Portland INC	OR	African American Health Coaliton, Inc.	OR
Eugene Builders Exchange	OR	Happy Canyon Company	OR
Boys & Girls Club of Corvallis	OR	Village Home Education Resource Center	OR
		Monet's Children's Circle	OR
Southeast Uplift Neighborhood Coalition	OR	Cascade Housing Association	OR

Dayspring Fellowship	OR	Multnomah Law Library	OR
Northwest Habitat Institute	OR	Friends Of Tryon Creek State P	OR
Winding Waters Medical Clinic	OR	Ontrack Inc.	OR
First Baptist Church	OR	Calvin Presbyterian Church	OR
The Nature Conservancy, Willamette Valley Field Office	OR	HOLT INTL CHILD	OR
Serenity Lane Health Services	OR	St John The Baptist Catholic	OR
Portland Community Reinvestment Initiatives, Inc.	OR	Portland Foursquare Church	OR
Christians As Family Advocates	OR	Portland Christian Center	OR
GeerCrest Farm & Historical Society	OR	Church Extension Plan	OR
College United Methodist Church	OR	Occu Afghanistan Relief Effort	OR
The Collins Foundation	OR	EUGENE FAMILY YMCA	OR
Prince of Peace Lutheran Church & School	OR	Christ The King Parish and School	OR
NEDCO	OR	Newberg Christian Church	OR
Salem Evangelical Church	OR	First United Methodist Church	OR
Wild Lilac Child Development Community	OR	Zion Lutheran Church	OR
Daystar Education, Inc.	OR	Southwest Bible Church	OR
Oregon Social Learning Center	OR	Community Works Inc	OR
Pain Society of Oregon	OR	Masonic Lodge Pearl 66	OR
environmental law alliance worldwide	OR	Molalla Nazarene Church	OR
Eugene Country Club	OR	Transition Projects, Inc	OR
Community in Action	OR	St Michaels Episcopal Church	OR
Safe Harbors	OR	Saint Johns Catholich Church	OR
FIRST CHRISTIAN CHURCH	OR	Access Inc	OR
Pacific Classical Ballet	OR	Community Learning Center	OR
Depaul Industries	OR	Old Mill Center for Children and Families	OR
African American Health Coalition	OR	Sunny Oaks Inc	OR
Jesus Prayer Book	OR	Hospice Center Bend La Pine	OR
Coalition Of Community Health	OR	Westside Foursquare Church	OR
River Network	OR	Relief Nursery Inc	OR
CCI Enterprises Inc	OR	Morning Star Community Church	OR
Oregon Nurses Association	OR	MULTNOMAH DEFENDERS INC	OR
GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE	OR	Providence Health System	OR
Mount Angel Abbey	OR	Holy Trinity Catholic Church	OR
YMCA OF ASHLAND	OR	Holy Redeemer Catholic Church	OR
YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION SERVICES	OR	Alliance Bible Church	OR
		CARE OREGON	OR
		Mid Columbia Childrens Council	OR
		HUMANE SOCIETY OF REDMOND	OR
		Our Redeemer Lutheran Church	OR
		Kbps Public Radio	OR

Skyball Salem Keizer Youth Bas	OR	The ALS Association Oregon and SW	
Open Technology Center	OR	Washington Chapter	OR
Grace Chapel	OR	Children's Relief Nursery	OR
CHILDREN'S MUSEUM 2ND	OR	Home Builders	OR
Solid Rock	OR	New Life Baptist Church	OR
West Chehalem Friends Church	OR	Feral Cat Awareness Team	OR
Guide Dogs For The Blind	OR	Florence United Methodist Church	OR
Aldersgate Camps and Retreats	OR	World of Speed	OR
St. Katherine's Catholic Church	OR	SW Community Health Center	OR
The Alliance NW of the Christian & Missionary Alliance	OR	Energy Trust of Oregon	OR
Bags of Love	OR	St. Vincent de Paul Church	OR
Grand View Baptist Church	OR	Fr. Bernard Youth Center	OR
Green Electronics Council	OR	Oregon Psychoanalytic Center	OR
Scottish Rite	OR	Store to Door	OR
Western Wood Products Association	OR	Oregon Translational Research and Development Institute	OR
Grace Baptist Church of St. Helens, Lil		Depaul Industries	OR
Learners Preschool	OR	OUR LADY OF PERPETUAL HELP CATHOLIC	
THE NEXT DOOR	OR	CHURCH ALBANY OREGON	OR
NATIONAL PSORIASIS FOUNDATION	OR	SELCO Community Credit Union	OR
NEW BEGINNINGS CHRISTIAN CENTER	OR	Prairie Baptist Church	OR
HIGHLAND UNITED CHURCH OF CHRIST	OR	North Coast Christian Church	OR
OREGON REPERTORY SINGERS	OR	Union County Economic Development Corp.	OR
HIGHLAND HAVEN	OR	Camelto Theatre Company	OR
FAIR SHARE RESEARCH AND EDUCATION FUND	OR	Camp Fire Columbia	OR
Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	OR	TAKE III OUTREACH	OR
First Baptist Church of Enterprise	OR	Rolling Hills Community Church	OR
The Canby Center	OR	Eugene Swim and Tennis Club	OR
REDMOND FIRE & RESCUE	OR	Summa Institute	OR
Instituto de Cultura y Arte In Xochitl In Cuicatl	OR	Amani Center	OR
McKenzie Personnel Systems	OR	Billy Webb Elks lodge #1050	OR
OSLC COMMUNITY PROGRAMS OCP	OR	Silverton Senior Center	OR
Oregon Nikkei Endowment	OR	First Evangelical Presbyterian Church of Oregon City	OR
Grace Community Church	OR	Joyful Servant Lutheran Church	OR
Eastern Oregon Alcoholism Foundation	OR	Sandy Seventh-day Adventist Church	OR
Grantmakers for Education	OR	Muddy Creek Charter School	OR
The Spiral Gallery	OR	A FAMILY FOR EVERY CHILD	OR
		PORT OF CASCADE LOCKS	OR
		1000 FRIENDS OF OREGON	OR

OREGON PEDIATRIC SOCIETY	OR	Gladstone Senior Center	OR
NONPROFIT ASSOCIATION OF OREGON	OR	Education Travel & Culture, Inc.	OR
LUKE DORF INC	OR	Rural Development Initiatives	OR
FAMILY CARE INC	OR	Jason Lee Manor/UMRC	OR
MEDICAL TEAMS INTL	OR	Jesus Pursuit Church	OR
Clean Slate Canine Rescue & Rehabilitation	OR	YMCA of Marion and Polk Counties	OR
St. Martins Episcopal church	OR	Urban Gleaners	OR
Food for Lane County	OR	PacificSource Health	OR
Clatsop Behavioral Healthcare	OR	Faith Christian Fellowship	OR
West Coast Haunters Convention	OR	Brookings Elks Lodge	OR
Columbia Gorge Discovery Center and Museum	OR	Tualatin Lacrosse Club	OR
NAMI of Washington County	OR	Tillamook Seventh Day Adventist Church	OR
American Legion Aloha Post 104	OR	Oregon Jewish Community Foundation	OR
The Dalles Art Association	OR	East River Fellowship	OR
Temple Beth Israel	OR	Holy Family Academy	OR
		FIRST BAPTIST CHURCH OF EUGENE	OR
Willamette Leadership Academy/Pioneer Youth Corps Of Oregon	OR	PORTLAND METRO RESIDENTIAL SERVICES	OR
Rose Haven	OR	Peace Lutheran Church	OR
Dallas Church	OR	Living Word Christian Center	OR
OREGON STATE UNIVERSITY BOOKSTORE INC	OR	Housing Authority of Douglas County	OR
NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY	OR	Vietnamese Christian Community Church	OR
FAIRFIELD BAPTIST CHURCH	OR	Forest Park Conservancy	OR
Sexual Assault Support Services	OR	Friends for Animals	OR
Neskowin Valley School	OR	Family Building Blocks	OR
RON WILSON CENTER FOR EFFECTIVE LIVING INC	OR	Greenleaf Industries	OR
St. Joseph Shelter	OR	Ananda Center at Laurelwood	OR
The Inn Home for Boys, Inc.9138	OR	Goodwill Industries of Lane and South Coast	OR
MCKENZIEWATERSHED COUNCIL	OR	RB Pamplin Corporation	OR
Opportunity Connections	OR	Agia Sophia Academy	OR
MENNONITE HOME OF ALBANY INC	OR	Friends of Driftwood Library	OR
Oregon Technical Assistance Corporation	OR	Consumers Power Inc.	OR
Oregon And Southern Idaho Laborers Employers Training School	OR	A. C. Gilbert's Discovery Village	OR
New Life Fellowship Church of God	OR	First Lutheran Church of Astoria	OR
		Fund For Christian Charity	OR
		Deer Meadow Assisted Living	OR
		Oregon Laborers-Employer Administrative Fund, LLC	OR

Umpqua Basin Water Association	OR	Grace Lutheran Church of Molalla	OR
Alpha Lambda House Corporation	OR	Trinity Lutheran	OR
St John Fisher Catholic Church Portland Oregon	OR	HOPE LUTHERAN CHURCH	OR
Eugene Creative Care	OR	Mount Pisgah Arboretum	OR
		Redeemer Lutheran Church	OR
		Disjecta Contemporary Art Center	OR
The Church of Christ of Latter Day Saints	OR	Korean Central Covenant Church of Eugene	OR
Cascade Height Public Charter School PTA	OR	Yankton Baptist Church	OR
G.O.B.H.I	OR	BioGift Anatomical	OR
Association of Oregon Corrections Employees, Inc.	OR	Lower Columbia Estuary Partnership	OR
A Jesus Church Family	OR	Mt Hood Hospice	OR
300 Main Inc	OR	Opportunity Foundation of central Oregon	OR
Southwestern Oregon Public Defender Services, Inc.	OR	Constructing Hope	OR
Albertina Kerr Centers	OR	Sprinkfield Elks #2145	OR
Dufur Christian Church	OR	Abuse Recovery Ministry & Services	OR
St. Matthew Catholic School	OR	Oasis Shelter Home	OR
Serendipity Center Inc	OR	ST HENRYS CHURCH	OR
Yellowhawk Tribal Health	OR	Nehalem Bay House	OR
CASA of Marion County	OR	UNITED METHODIST CHURCH	OR
Oregonians for Food & Shelter	OR	p:ear	OR
Westside Church of Christ Inc	OR	Health Share of Oregon	OR
Northwest Family Services	OR	St. Peter Catholic Church	OR
Network Charter School	OR	Mid Willamette Valley Community Action	OR
Ride Connecton	OR	A Hope For Autism Foundation	OR
Parenting Now!	OR	NW Sport Fishing	OR
Christian Church of Woodburn	OR	Breast Friends	OR
Verde	OR	ScienceWorks Museum	OR
Native American Youth and Family Center		Willamette Neighborhood Housing Services	OR
Early College Academy	OR	South Salem High Music Boosters	OR
USO Northwest	OR	SEPTL Southeast Portland Tool Library	OR
Norkenzie Christian Church	OR	Kids Unllimited Academy	OR
Little Flower Development Center	OR	Cappella Romana	OR
TLO Farms	OR		
Evergreen Wings and Waves	OR		
Ascension Episcopal Parish	OR	National Christian Community Foundation	OR
Center for Family Development	OR	Legal Aid Services of Oregon LITC	OR
West Salem Foursquare Church	OR	The Sunriver Owners Association	OR
Good Samaritan Ministry	OR	Willamette Valley Babe Ruth	OR

Center For Continuous Improvement	OR	THREE RIVERS CASINO	OR
Northwest Center for Alternatives to Pesticides	OR	Brookings Harbor Christian School	OR
Junction City/Harrisburg/Monroe Habitat for Humanity	OR	Local 290	OR
The Followers of Christ Church of Oregon City	OR	Hope Church of The Assemblies of God Albany Oregon	OR
SEIU Local 49	OR	Sherwood Community Friends Church	OR
Emerald Media Group	OR	Bethesda Lutheran Church	OR
West Hills Christian School	OR	Legacy Mt. Hood Medical Center	OR
Trillium Sprigs	OR	Adelante Mujeres	OR
Smith Memorial Presbyterian Church	OR	Yamhill Community Care Organization	OR
Western Arts Alliance	OR	Trinity United Methodist Church	OR
Youth Dynamics	OR	Portland Japanese Garden	OR
Ashland Art Center	OR	The Madeleine Parish	OR
Apostolic Church of Jesus Christ	OR	The Tucker-Maxon Oral School	OR
DOUGLAS FOREST PROTECTIVE	OR	Southwest Neighborhoods, Inc	OR
Oregon Lyme Disease Network	OR	Wallowa Valley Center For Wellness	OR
Ecotrust	OR	KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR
SPECIAL MOBILITY SERVICES	OR	Joy Church Eugene	OR
Bethlehem Christian Pre-School	OR	Portland Yacht Club	OR
Historical Outreach Foundation	OR	League of Women Voters	OR
Teras Interventions and Counseling Inc	OR	Oregon & Southern Idaho District Council of Laborers'	OR
Brooklyn Primary PTO	OR	Portland Police Sunshine Division	OR
Mountain View Academy	OR	Curry Health Network	OR
Salem Area Chamber of Commerce	OR	United Way of Lane County	OR
First Congregational Church	OR	The Lighthouse School	OR
OREGON STATE FAIR	OR	Olive Plaza	OR
Tri-County Chamber of Commerce Inc	OR	Rogue Valley Humane Society	OR
Ronald McDonald House Charities of Oregon & Southwest Washington	OR	Great Portland Bible	OR
Center for Human Development	OR	College Possible	OR
SafeHaven Humane Society	OR	Unithed Way	OR
Rainier Assembly of God	OR	Community Energy Project	OR
EUGENE CHRISTIAN FELLOWSHIP	OR	Bridgeport Community Chapel	OR
Bridges to Change	OR	Oswego Lake Country Club	OR
DePaul Treatment Centers, Inc.	OR	La Grande Foursquare Church	OR
Ministerio International Casa	OR	Portland Oregon Visitors Association	OR
New Paradise Worship Center	OR	Barter Union International	OR
Mission Increase Foundation	OR	Southern Oregon Project Hope	OR
Curry Public Transit Inc	OR	Our United Villages	OR
		Youth M.O.V.E. Oregon	OR

Samaritan Health Services Inc.	OR	NORTHWEST CHRISTIAN COLLEGE	OR
Santiam Assembly of God	OR	NATIONAL COLLEGE OF NATURAL MEDICINE	OR
CASCADES WEST FINANCIAL SERVICES IN	OR	BLUE MOUNTAIN COMMUNITY COLLEGE	OR
Kilchis House	OR	PORTLAND STATE UNIV.	OR
Calvary Assembly of God	OR	CLACKAMAS COMMUNITY COLLEGE	OR
Lake Grove Presbyterian Church	OR	MARYLHURST UNIVERSITY	OR
Grace Lutheran School	OR	OREGON HEALTH AND SCIENCE UNIVERSITY	OR
Western Mennonite School	OR	BIRTHINGWAY COLLEGE OF MIDWIFERY	OR
OEA CHOICE TRUST	OR	pacific u	OR
American Tinnitus Association	OR	UNIVERSITY OF OREGON	OR
Oregon Coast Aquarium, Inc.	OR	CONCORDIA UNIV	OR
HOPE POINT CHURCH	OR	Marylhurst University	OR
Unitus Community Credit Union	OR	Corban College	OR
St John the Baptist Greek Orthodox Church	OR	NORTH MARION SCHL DIST	OR
Oregon Independent Automobile Dealers Association	OR	University of Oregon - Purchasing and Contracting Services	OR
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON	OR	Oregon Center For Advanced T UNIVERSITY OF PORTLAND	OR
St Andrews Presbyterian	OR	Portland Actors Conservatory	OR
Oregon Rural Electric Cooperative Association	OR	University Of Oregon Athletics Department	OR
THE MILL CASINO	OR	Ecola Bible School	OR
Gateway Prebyterian Church	OR	WARNERPACIFIC COLG	OR
Oregon Jewish Museum and Center for Holoacust Education	OR	Beta Omega Alumnae	OR
Northwest Opening	OR	Oregon Institute of Technology	OR
Oregon State University	OR	EASTERN OREGON UNIVERSITY	OR
Treasure Valley Community College	OR	Wilco Farmers	OR
Institute of Technology	OR	Harvest Church	OR
University of Oregon	OR	Society of American Foresters	OR
OREGON UNIVERSITY SYSTEM	OR	Clackamas River Water Providers	OR
University of Western States	OR	eickhoff dev co inc	OR
GEORGE FOX UNIVERSITY	OR	Cornerstone Association Inc	OR
LEWIS AND CLARK COLLEGE	OR	The Klamath Tribe	OR
PACIFIC UNIVERSITY	OR	advocate care	OR
REED COLLEGE	OR	Cannon Beach Fire	OR
WILLAMETTE UNIVERSITY	OR	Life Flight Network LLC	OR
LINFIELD COLLEGE	OR	OREGON DEPT OF FISH & WILDLIFE- SAUVIE	OR
MULTNOMAH BIBLE COLLEGE	OR	COVENANT RETIREMENT COMMUNITIES	OR

PENTAGON FEDERAL CREDIT UNION	OR	La Grande Family Practice	OR
SAIF CORPORATION	OR	Linn Benton Lincoln Educational Services District	OR
GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR	SHERMAN COUNTY SCHOOL DISTRICT	OR
LANE ELECTRIC COOPERATIVE	OR	Ricoh USA	OR
USAGENCIES CREDIT UNION	OR	Sphere MD	OR
		BIENESTAR, INC.	OR
PACIFIC CASCADE FEDERAL CREDIT UNION	OR	Solutins Yes	OR
LOCAL GOVERNMENT PERSONNEL INSTITUTE	OR	sunrise water authority	OR
		Mountain Valley Therapy	OR
GRANTS PASS MANAGEMENT SERVICES, DBA	OR	EAsern Oregon Trade and Event Center	OR
SPIRIT WIRELESS	OR	Waste-Pro	OR
Kartini Clinic	OR	NPKA	OR
Astra	OR	IBEW280	OR
Beit Hallel	OR	Confederated Tribes of Warm Springs	OR
Cvalco	OR	Point West Credit Union	OR
Elderhealth and Living	OR	Oregon State Credit Union	OR
OREGON CORRECTIONS ENTERPRISES	OR	PIONEER TELEPHONE COOPERATIVE	OR
OREGON STATE HOSPITAL	OR	Halsey-Shedd Fire District	OR
OFFICE OF PUBLIC DEFENSE SERVICES	OR	Northwest Power and Conservation Council	OR
Clatskanie People's Utility District	OR	Oregon Funeral Directors Association	OR
PIONEER COMMUNITY DEVELOPMENT	OR	Nez Perce Tribe	OR
MARION COUNTY HEALTH DEPT	OR	Obsidian Urgent Care, P.C.	OR
Ricoh USA	OR	First Presbyterian Church of La Grande	OR
Heartfelt Obstetrics & Gynecology	OR	CONFLUENCE ENVIRONMENTAL CENTE	OR
Coquille Economic Development Corporation	OR	A&I Benefit Plan Administrators, Inc.	OR
CITY/COUNTY INSURANCE SERVICE	OR	K Churchill Estates	OR
COMMUNITY CYCLING CENTER	OR	CSC HEAD START	OR
Shangri La	OR	NORTHWEST VINTAGE CAR AND MOTORCYCLE	OR
Portland Impact	OR	crescent grove cemetery	OR
Eagle Fern Camp	OR	IONE HIGH SCHOOL	OR
KLAMATH FAMILY HEAD START	OR	Port of Toledo	OR
RIVER CITY DANCERS	OR	Roseburg Police Department	OR
Oregon Permit Technical Association	OR	Molalla Rural Fire Protection District	OR
KEIZER EAGLES AERIE 3895	OR		
Pgma/Cathie Bourne	OR		
Sunrise Water	OR	MONMOUTH - INDEPENDENCE NETWORK	OR
Burns Paiute Tribe	OR	EUGENE WATER & ELECTRIC BOARD	OR
Oregon Public Broadcasting	OR		

MALIN COMMUNITY PARK AND RECREATION DISTRICT	OR	UNION SOIL & WATER CONSERVATION DISTRICT	OR
TILLAMOOK PEOPLES UTILITY DISTRICT	OR	LANE EDUCATION SERVICE DISTRICT	OR
GLADSTONE POLICE DEPARTMENT	OR	TUALATIN HILLS PARK AND RECREATION DISTRICT	OR
GOLD BEACH POLICE DEPARTMENT	OR	PORT OF SIUSLAW	OR
THE NEWPORT PARK AND RECREATION CENTER	OR	CHEHALEM PARK AND RECREATION DISTRICT	OR
RIVERGROVE WATER DISTRICT	OR	PORT OF ST HELENS	OR
TUALATIN VALLEY FIRE & RESCUE	OR	LANE TRANSIT DISTRICT	OR
GASTON RURAL FIRE DEPARTMENT	OR	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR
CITY COUNTY INSURANCE SERVICES	OR	HOODLAND FIRE DISTRICT NO.74	OR
SOUTH SUBURBAN SANITARY DISTRICT	OR	MID COLUMBIA COUNCIL OF GOVERNMENTS	OR
SOUTH FORK WATER BOARD	OR	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT	OR
SUNSET EMPIRE PARK AND RECREATION	OR	SALEM AREA MASS TRANSIT DISTRICT	OR
SPRINGFIELD UTILITY BOARD	OR	Banks Fire District #13	OR
Tillamook Urban Renewal Agency	OR	KLAMATH COUNTY 9-1-1	OR
Netarts Water District	OR	GLENDALE RURAL FIRE DISTRICT	OR
OAK LODGE SANITARY DISTRICT	OR	COLUMBIA 911 COMMUNICATIONS DISTRICT	OR
Boardman Rural Fire Protection District	OR	CLACKAMAS RIVER WATER	OR
Tualatin Soil and Water Conservation District	OR	NW POWER POOL	OR
Silverton Fire District	OR	Lowell Rural Fire Protection District	OR
Lewis and Clark Rural Fire Protection District	OR	TriMet Transit	OR
Rainbow Water District	OR	Estacada Rural Fire District	OR
Illinois Valley Fire District	OR	Keizer Fire District	OR
Clatskanie RFPD	OR	State Accident Insurance Fund Corporation	OR
PORT OF TILLAMOOK BAY	OR	Bend Metro Park & Recreation District	OR
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	OR	Port of Hood River	OR
METROPOLITAN EXPOSITION-RECREATION COMMISSION	OR	La Pine Park & Recreation District	OR
REGIONAL AUTOMATED INFORMATION NETWORK	OR	Brookings- Harbor School District 17c	OR
OAK LODGE WATER DISTRICT	OR	Siuslaw Public Library District	OR
THE PORT OF PORTLAND	OR		
WILLAMALANE PARK AND RECREATION DISTRICT	OR	Tri-County Metropolitan Transportation District of Oregon ("TriMet")	OR
TUALATIN VALLEY WATER DISTRICT	OR	Columbia River Fire & Rescue	OR
		Fern Ridge Library District	OR

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

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

Florence Police Department	OR	COLUMBIA RIVER PUD	OR
City Of North Bend	OR	SANDY FIRE DISTRICT NO. 72	OR
City of Union	OR	BAY AREA HOSPITAL DISTRICT	OR
City of Nehalem	OR	NEAH KAH NIE WATER DISTRICT	OR
City of Richland	OR	PORT OF UMPQUA	OR
CITY OF LINCOLN CITY	OR	EAST MULTNOMAH SOIL AND WATER	
City of Donald	OR	CONSERVANCY	OR
City of Milton-Freewater	OR		
CITY OF MADRAS	OR	Benton Soil & Water Conservation District	OR
CITY OF SCIO	OR	DESCHUTES PUBLIC LIBRARY SYSTEM	OR
City of Forest Grove	OR	CLEAN WATER SERVICES	OR
City Govrnment	OR	North Douglas County Fire & EMS	OR
City of Mt. Angel	OR	Crooked River Ranch Rural Fire Protection	
Albany Police Department	OR	District	OR
Umatilla Electric Cooperative	OR	PARROTT CREEK CHILD & FAM	OR
WATER ENVIRONMENT SERVICES	OR	South Lane County Fire And Rescue	OR
Polk County Fire District No.1	OR	Mill City RFPD	OR
Clatsop Care Health District-Clatsop		Lake Chinook Fire & Rescue	OR
Retirement Village	OR	Clackamas County Water Environment	
Netarts-Oceanside RFPD	OR	Services	OR
UIUC	OR	Amity Fire District	OR
Rogue River Fire District	OR		
Aurora Rural Fire District	OR	CENTRAL OREGON COMMUNITY COLLEGE	OR
Tillamook County Emergency		UMPQUA COMMUNITY COLLEGE	OR
Communications District	OR	LANE COMMUNITY COLLEGE	OR
Southern Coos Hospital	OR	MT. HOOD COMMUNITY COLLEGE	OR
Oregon Cascades West Council of		LINN-BENTON COMMUNITY COLLEGE	OR
Governments	OR	SOUTHWESTERN OREGON COMMUNITY	
MULTONAH COUNTY DRAINAGE DISTRICT		COLLEGE	OR
#1	OR	PORTLAND COMMUNITY COLLEGE	OR
PORT OF BANDON	OR	CHEMEKETA COMMUNITY COLLEGE	OR
OR INT'L PORT OF COOS BAY	OR	ROGUE COMMUNITY COLLEGE	OR
MID-COLUMBIA CENTER FOR LIVING	OR		
DESCHUTES COUNTY RFPD NO.2	OR	COLUMBIA GORGE COMMUNITY COLLEGE	OR
YOUNGS RIVER LEWIS AND CLARK WATER		TILLAMOOK BAY COMMUNITY COLLEGE	OR
DISTRICT	OR	KLAMATH COMMUNITY COLLEGE	
PACIFIC STATES MARINE FISHERIES		DISTRICT	OR
COMMISSION	OR	Oregon Coast Community College	OR
		Clatsop Community College	OR
CENTRAL OREGON IRRIGATION DISTRICT	OR	North Portland Bible College	OR
MARION COUNTY FIRE DISTRICT #1	OR		

OREGON COMMUNITY COLLEGE ASSOCIATION	OR	OREGON SCHL BRDS ASSOCIAT	OR
Umpqua Valley Public Defender	OR	Central Oregon Home Health and Hos	OR
Teacher Standards and Practices Commission	OR	Oregon Health Care Quality Cor	OR
Salem Keizer School District Purchasing	OR	OREGON DEPARTMENT OF HUMAN SERVICES	OR
KDRV Channel 12	OR	Oregon Air National Guard	OR
Opta Oregon Permit Technician	OR	Training & Employment	OR
Oregon Forest Resources Institute	OR	State of Oregon - Department of Administrative Services	OR
		Aging and People with Disabilities	OR
Office of the Ong Term Care Ombudsman	OR	Department of Administrative Services	OR
Oregon State Lottery	OR	Oregon State Treasury	OR
OREGON TOURISM COMMISSION	OR	Oregon State Fair Council	OR
OREGON STATE POLICE	OR	Oregon DEQ	OR
OFFICE OF THE STATE TREASURER	OR	Procurement Services/DAS	OR
OREGON DEPT. OF EDUCATION	OR	STATE OF OREGON	OR
SEIU LOCAL 503, OPEU	OR	OREGON JUDICIAL DEPARTMENT	OR
OREGON DEPARTMENT OF FORESTRY	OR	Oregon State Board of Architect	
OREGON STATE DEPT OF CORRECTIONS	OR	Examiners	OR
OREGON CHILD DEVELOPMENT COALITION	OR	Oregon Board of Chiropractic Examiners	OR
OFFICE OF MEDICAL ASSISTANCE PROGRAMS	OR	City of Astoria Fire Department	OR
OREGON OFFICE OF ENERGY	OR	Columbia Gorge ESD	OR
OREGON STATE BOARD OF NURSING	OR	Nehalem Bay Wastewater	OR
BOARD OF MEDICAL EXAMINERS	OR	Association of Oregon Community Mental Health Programs	OR
OREGON LOTTERY	OR	VA	OR
OREGON BOARD OF ARCHITECTS	OR	US FISH AND WILDLIFE SERVICE	OR
SANTIAM CANYON COMMUNICATION CENTER	OR	Bonneville Power Administration	OR
OREGON DEPT OF TRANSPORTATION	OR	Bureau Of Land Management	OR
		Oregon Army National Guard	OR
		USDA Forest Service	OR
OREGON TRAVEL INFORMATION COUNCIL	OR	123d Fighter Squadron	OR
OREGON DEPARTMENT OF EDUCATION	OR	Yellowhawk Tribal Health Center	OR
OREGON DEPT. OF CORRECTIONS	OR	ANGELL JOB CORPS	OR
DEPARTMENT OF ADMINISTRATIVE SERVICES	OR	Coquille Indian Housing Authority	OR
Oregon Board of Massage Therapists	OR	COLLEGE HOUSING NORTHWEST	OR
Oregon Forest Industries Council	OR	HOUSING AUTHORITY OF CLACKAMAS COUNTY	OR
Oregon Tradeswomen	OR	HOUSING AUTHORITY OF PORTLAND	OR
Oregon Convention Center	OR	WEST VALLEY HOUSING AUTHORITY	OR

HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OR	HOUSING AUTHORITY OF THE CITY OF SALEM	OR
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	OR	Housing Authority of Yamhill County	OR
MARION COUNTY HOUSING AUTHORITY	OR	The Housing Authority of the County of Umatilla	OR
		homeforward	OR

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 contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as 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.

COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

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

UNIFORM ADMINISTRATIVE REQUIREMENTS

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