# Request for Proposal (RFP) for Software Products and Services

## Solicitation Number: 10-16

## Publication Date: Monday, February 15th, 2016

## Notice to Respondent:

## Submittal Deadline: Tuesday, March 29th, 2016 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Tuesday, March 22nd, 2016. All questions and answers will be posted to http://www.ncpa.us/solicitations.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Software Products and Services for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Software Products and Services, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

**Region 14 Education Service Center**
**1850 Highway 351**
**Abilene, Texas 79601**

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.

Competitive Solicitation by

Region 14 Education Service Center

For

Software Products and Services

On behalf of itself and other Government Agencies

And made available through the

National Cooperative Purchasing Alliance

RFP # 10-16

National Cooperative Purchasing Alliance

# Introduction / Scope

- Region 14 ESC 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 non-profit organizations (herein "Public Agency" or collectively "Public Agencies") is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Software Products and Services.

- Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor's products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.

- Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

- Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.

- National Cooperative Purchasing Alliance (NCPA)
  - The National Cooperative Purchasing Alliance (herein "NCPA") assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.

- It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
  - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
  - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

# Instructions to Respondents

- Submission of Response
  - Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
  - Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
  - Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
  - Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

- Required Proposal Format
  - Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

- Binder Tabs
  - Tab 1 – Signature Form
  - Tab 2 – NCPA Administration Agreement
  - Tab 3 – Vendor Questionnaire
  - Tab 4 – Vendor Profile
  - Tab 5 – Products and Services / Scope
  - Tab 6 - References
  - Tab 7 - Pricing
  - Tab 8 – Value Added Products and Services
  - Tab 9 – Required Documents

- Shipping Label
  - The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

    From: _____
    Company: _____
    Address: _____
    City, State, Zip: _____
    Solicitation Name and Number: _____
    Due Date and Time: _____

# Tab 1 – Master Agreement
# General Terms and Conditions

- Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- Assignment of Contract
  - No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

- Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 14 ESC and the vendor.

- Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
  - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.

- Adding authorized distributors/dealers

  - Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from NCPA.
  - Awarded vendors must notify NCPA each time it wishes to add an authorized distributor or dealer.
  - Purchase orders and payment can only be made to awarded vendor unless otherwise approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by NCPA.

- Pricing

  - <u>All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor.</u> It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

- Warranty
  - Proposals should address each of the following:

    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment

- Indemnity

  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or

vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

- Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- Supplemental Agreements
  - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- Certificates of Insurance
  - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- Legal Obligations
  - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

- Protest
  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
    - Name, address and telephone number of protester
    - Original signature of protester or its representative
    - Identification of the solicitation by RFP number
    - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
  - Any protest review and action shall be considered final with no further formalities being considered.
- Force Majeure
  - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and

full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- Prevailing Wage

  - It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

- Miscellaneous

  - Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- Open Records Policy

  - Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

  - The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the

opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

# Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms.
- Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $5-$10 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

- Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

- Clarifications / Discussions

  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

- Multiple Awards

  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

- Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

# Evaluation Criteria

- Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.

- References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services

- Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Customer Service

# Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

# Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance ("NCPA") and _____ ("Vendor").

**Recitals**

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Software Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

- General Terms and Conditions
  - The Master Agreement, attached hereto as Tab 1 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.
  - NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
  - Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
  - NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
  - With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or 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 the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

- Term of Agreement
  - This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

- Fees and Reporting
  - The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

| Entity Name | Zip Code | State | PO or Job # | Sale Amount |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

**Total** _____

  - Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

| Annual Sales Through Contract | Administrative Fee |
|---|---|
| 0 - $30,000,000 | 2% |
| $30,000,001 - $50,000,000 | 1.5% |
| $50,000,001+ | 1% |

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

- General Provisions
  - 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.
  - Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
  - If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
  - Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
  - This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
  - All written communications given hereunder shall be delivered to the addresses as set forth below.

| **National Cooperative Purchasing Alliance:** | | **Vendor:** | _____ |
|---|---|---|---|
| Name: | _____ | Name: | _____ |
| Title: | _____ | Title: | _____ |
| Address: | _____ | Address: | _____ |
| | _____ | | _____ |
| Signature: | _____ | Signature: | _____ |
| Date: | _____ | Date: | _____ |

# Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

- States Covered
  - Bidder must indicate any and all states where products and services can be offered.
  - Please indicate the price co-efficient for each state if it varies.

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

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

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Somoa ☐ Northern Marina Islands

☐ Federated States of Micronesia ☐ Puerto Rico

☐ Guam ☐ U.S. Virgin Islands

☐ Midway Islands

- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
    - Minority / Women Business Enterprise
      - Respondent Certifies that this firm is a M/WBE ☐
    - Historically Underutilized Business
      - Respondent Certifies that this firm is a HUB ☐
- Residency
  - Responding Company's principal place of business is in the city of _____, State of _____
- Felony Conviction Notice
  - Please Check Applicable Box;

    ☐ A publically held corporation; therefore, this reporting requirement is not applicable.

    ☐ Is not owned or operated by anyone who has been convicted of a felony.

    ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
  - If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.
- Distribution Channel
  - Which best describes your company's position in the distribution channel:

    ☐ Manufacturer Direct ☐ Certified education/government reseller

    ☐ Authorized Distributor ☐ Manufacturer marketing through reseller

    ☐ Value-added reseller ☐ Other: _____
- Processing Information
  - Provide company contact information for the following:
    - Sales Reports / Accounts Payable

      Contact Person: _____

      Title: _____

      Company: _____

      Address: _____

      City: _____ State: _____ Zip: _____

      Phone: _____ Email: _____

- Purchase Orders

  Contact Person: _____

  Title: _____

  Company: _____

  Address: _____

  City: _____ State: _____ Zip: _____

  Phone: _____ Email: _____

- Sales and Marketing

  Contact Person: _____

  Title: _____

  Company: _____

  Address: _____

  City: _____ State: _____ Zip: _____

  Phone: _____ Email: _____

- Pricing Information
  - In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
    - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

      ☐ Yes ☐ No
  - Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

    ☐ Yes ☐ No
  - Vendor will provide additional discounts for purchase of a guaranteed quantity.

    ☐ Yes ☐ No

- Cooperatives
  - List any other cooperative or state contracts currently held or in the process of securing.

| Cooperative/State Agency | Discount Offered | Expires | Annual Sales Volume |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

# Tab 4 – Vendor Profile

Please provide the following information about your company:

- Company's official registered name.
- Brief history of your company, including the year it was established.
- Company's Dun & Bradstreet (D&B) number.
- Company's organizational chart of those individuals that would be involved in the contract.
- Corporate office location.
  - List the number of sales and services offices for states being bid in solicitation.
  - List the names of key contacts at each with title, address, phone and e-mail address.
- Define your standard terms of payment.
- Who is your competition in the marketplace?
- Provide Annual Sales for last 3 years broken out into the following categories:
  - Cities / Counties
  - K-12
  - Higher Education
  - Other government agencies or nonprofit organizations
- What differentiates your company from competitors?
- Describe how your company will market this contract if awarded.
- Describe how you intend to introduce NCPA to your company.
- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- Green Initiatives
  - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

- Vendor Certifications (if applicable)
  - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

# Tab 5 – Products and Services

- Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- The following is a list of suggested (but not limited to) Software Products and Services categories. List all categories along with manufacturer that you are responding with:
  - Animation and Modeling
  - Business Productivity
  - Digital Publishing
  - Digital Video
  - Engineering and CAD
  - Health & Science
  - K-12
  - Languages
  - Licenses
  - Math
  - Music & Audio
  - Programming
  - Film and TV Production
  - Operating Systems and Utilities
  - Security
  - Test Prep
  - Training
  - Utilities
  - Web Publishing

# Tab 6 – References

- Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

- All references should include the following information from the entity:
  - Entity Name
  - Contact Name and Title
  - City and State
  - Phone
  - Years Serviced
  - Description of Services
  - Annual Volume

# Tab 7 – Pricing

- Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

- Price lists must contain the following:
  - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
  - Description
  - Vendor's List Price
  - Percent Discount to NCPA participating entities

- Submit price list electronically on CD, DVD, or Flash Drive. Include respondents name, name of solicitation, and date on media of choice.

- Not To Exceed Pricing
  - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
  - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
  - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

# Tab 8 – Value Added Products and Services

- Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

# Tab 9 – Required Documents

- Clean Air and Water Act / Debarment Notice
- Contractors Requirements
- Antitrust Certification Statements
- FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- Required Clauses for Federal Assistance by FTA
- State Notice Addendum

# Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor _____

Print Name _____

Address _____

City, Sate, Zip _____

Authorized signature _____

Date _____

# Contractor Requirements

## Contractor Certification
## Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

**Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

**Business Operations in Sudan, Iran**
In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature _____

Date _____

# Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

# 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. 327-30) 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 play 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 72 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 participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
    a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
        1) The copyright in any work developed under a grant or contract; and
        2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.
7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, 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 participating agency 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.

# Required Clauses for Federal Assistance provided by FTA

## ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

## CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

   b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

**DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"*, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicablerequirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

**ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

**FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

**NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

# 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 requirement of said statutes:

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

Other States: Cities, Towns, Villages, and Boroughs

| No. | Cities, Towns, Villages and Boroughs in Oregon |
|---|---|
| 1 | CEDAR MILL COMMUNITY LIBRARY |
| 2 | CITY COUNTY INSURANCE SERVICES |
| 3 | CITY OF ADAIR VILLAGE |
| 4 | CITY OF ALBANY |
| 5 | CITY OF ASHLAND |
| 6 | CITY OF ASTORIA OREGON |
| 7 | CITY OF AUMSVILLE |
| 8 | CITY OF AURORA |
| 9 | CITY OF BEAVERTON |
| 10 | CITY OF BOARDMAN |
| 11 | CITY OF BURNS |
| 12 | CITY OF CANBY |
| 13 | CITY OF CANNON BEACH OR |
| 14 | CITY OF CANYONVILLE |
| 15 | CITY OF CENTRAL POINT POLICE DEPARTMENT |
| 16 | CITY OF CLATSKANIE |
| 17 | CITY OF COBURG |
| 18 | CITY OF CONDON |
| 19 | CITY OF COOS BAY |
| 20 | CITY OF CORVALLIS |
| 21 | CITY OF COTTAGE GROVE |
| 22 | CITY OF CRESWELL |
| 23 | CITY OF DALLAS |
| 24 | CITY OF DAMASCUS |
| 25 | CITY OF DUNDEE |
| 26 | CITY OF EAGLE POINT |
| 27 | CITY OF ECHO |
| 28 | CITY OF ESTACADA |
| 29 | CITY OF EUGENE |
| 30 | CITY OF FAIRVIEW |
| 31 | CITY OF FALLS CITY |
| 32 | CITY OF GATES |
| 33 | CITY OF GEARHART |
| 34 | CITY OF GERVAIS |
| 35 | CITY OF GOLD HILL |
| 36 | CITY OF GRANTS PASS |
| 37 | CITY OF GRESHAM |
| 38 | CITY OF HAPPY VALLEY |
| 39 | CITY OF HILLSBORO |
| 40 | CITY OF HOOD RIVER |
| 41 | CITY OF JOHN DAY |
| 42 | CITY OF KLAMATH FALLS |
| 43 | CITY OF LA GRANDE |
| 44 | CITY OF LAKE OSWEGO |
| 45 | CITY OF LAKESIDE |
| 46 | CITY OF LEBANON |
| 47 | CITY OF MALIN |
| 48 | CITY OF MCMINNVILLE |
| 49 | CITY OF MEDFORD |
| 50 | CITY OF MILL CITY |
| 51 | CITY OF MILLERSBURG |
| 52 | CITY OF MILWAUKIE |
| 53 | CITY OF MORO |
| 54 | CITY OF MOSIER |
| 55 | CITY OF NEWBERG |
| 56 | CITY OF NORTH PLAINS |
| 57 | CITY OF OREGON CITY |
| 58 | CITY OF PHOENIX |
| 59 | CITY OF PILOT ROCK |
| 60 | CITY OF PORT ORFORD |
| 61 | CITY OF PORTLAND |
| 62 | CITY OF POWERS |
| 63 | CITY OF REDMOND |
| 64 | CITY OF REEDSPORT |
| 65 | CITY OF RIDDLE |
| 66 | CITY OF SALEM |
| 67 | CITY OF SANDY |
| 68 | CITY OF SANDY |
| 69 | CITY OF SCAPPOOSE |
| 70 | CITY OF SEASIDE |
| 71 | CITY OF SHADY COVE |
| 72 | CITY OF SHERWOOD |
| 73 | CITY OF SPRINGFIELD |
| 74 | CITY OF ST. PAUL |
| 75 | CITY OF STAYTON |
| 76 | CITY OF TIGARD, OREGON |
| 77 | CITY OF TUALATIN, OREGON |
| 78 | CITY OF WARRENTON |
| 79 | CITY OF WEST LINN/PARKS |
| 80 | CITY OF WILSONVILLE |
| 81 | CITY OF WINSTON |
| 82 | CITY OF WOOD VILLAGE |
| 83 | CITY OF WOODBURN |
| 84 | CITY OF YACHATS |
| 85 | FLORENCE AREA CHAMBER OF COMMERCE |
| 86 | GASTON RURAL FIRE DEPARTMENT |
| 87 | GLADSTONE POLICE DEPARTMENT |
| 88 | HOUSING AUTHORITY OF THE CITY OF SALEM |
| 89 | KEIZER POLICE DEPARTMENT |
| 90 | LEAGUE OF OREGON CITIES |
| 91 | MALIN COMMUNITY PARK AND RECREATION DISTRICT |
| 92 | METRO |
| 93 | MONMOUTH - INDEPENDENCE NETWORK |
| 94 | PORTLAND DEVELOPMENT COMMISSION |
| 95 | RAINIER POLICE DEPARTMENT |
| 96 | RIVERGROVE WATER DISTRICT |
| 97 | SUNSET EMPIRE PARK AND RECREATION |
| 98 | THE NEWPORT PARK AND RECREATION CENTER |
| 99 | TILLAMOOK PEOPLES UTILITY DISTRICT |
| 100 | TUALATIN VALLEY FIRE & RESCUE |
| 101 | WEST VALLEY HOUSING AUTHORITY |

| No. | Counties and Parishes |
|---|---|
| 1 | ASSOCIATION OF OREGON COUNTIES |
| 2 | BENTON COUNTY |
| 3 | CLACKAMAS COUNTY DEPT OF TRANSPORTATION |
| 4 | CLATSOP COUNTY |
| 5 | COLUMBIA COUNTY, OREGON |
| 6 | COOS COUNTY HIGHWAY DEPARTMENT |
| 7 | CROOK COUNTY ROAD DEPARTMENT |

| | |
|---|---|
| 8 | CURRY COUNTY OREGON |
| 9 | DESCHUTES COUNTY |
| 10 | DOUGLAS COUNTY |
| 11 | GILLIAM COUNTY |
| 12 | GILLIAM COUNTY OREGON |
| 13 | GRANT COUNTY, OREGON |
| 14 | HARNEY COUNTY SHERIFFS OFFICE |
| 15 | HOOD RIVER COUNTY |
| 16 | HOUSING AUTHORITY OF CLACKAMAS COUNTY |
| 17 | JACKSON COUNTY HEALTH AND HUMAN SERVICES |
| 18 | JEFFERSON COUNTY |
| 19 | KLAMATH COUNTY VETERANS SERVICE OFFICE |
| 20 | LAKE COUNTY |
| 21 | LANE COUNTY |
| 22 | LINCOLN COUNTY |
| 23 | LINN COUNTY |
| 24 | MARION COUNTY , SALEM, OREGON |
| 25 | MORROW COUNTY |
| 26 | MULTNOMAH COUNTY |
| 27 | MULTNOMAH COUNTY |
| 28 | MULTNOMAH LAW LIBRARY |
| 29 | NAMI LANE COUNTY |
| 30 | POLK COUNTY |
| 31 | SHERMAN COUNTY |
| 32 | UMATILLA COUNTY, OREGON |
| 33 | UNION COUNTY |
| 34 | WALLOWA COUNTY |
| 35 | WASCO COUNTY |
| 36 | WASHINGTON COUNTY |
| 37 | YAMHILL COUNTY |
| 1 | BOARD OF WATER SUPPLY |
| 2 | COUNTY OF HAWAII |
| 3 | MAUI COUNTY COUNCIL |

| **No.** | **Higher Education** |
|---|---|
| 1 | BIRTHINGWAY COLLEGE OF MIDWIFERY |
| 2 | BLUE MOUNTAIN COMMUNITY COLLEGE |
| 3 | CENTRAL OREGON COMMUNITY COLLEGE |
| 4 | CHEMEKETA COMMUNITY COLLEGE |
| 5 | CLACKAMAS COMMUNITY COLLEGE |
| 6 | COLUMBIA GORGE COMMUNITY COLLEGE |
| 7 | GEORGE FOX UNIVERSITY |
| 8 | KLAMATH COMMUNITY COLLEGE DISTRICT |
| 9 | LANE COMMUNITY COLLEGE |
| 10 | LEWIS AND CLARK COLLEGE |
| 11 | LINFIELD COLLEGE |
| 12 | LINN-BENTON COMMUNITY COLLEGE |
| 13 | MARYLHURST UNIVERSITY |
| 14 | MT. HOOD COMMUNITY COLLEGE |
| 15 | MULTNOMAH BIBLE COLLEGE |
| 16 | NATIONAL COLLEGE OF NATURAL MEDICINE |
| 17 | NORTHWEST CHRISTIAN COLLEGE |
| 18 | OREGON HEALTH AND SCIENCE UNIVERSITY |
| 19 | OREGON UNIVERSITY SYSTEM |
| 20 | PACIFIC UNIVERSITY |
| 21 | PORTLAND COMMUNITY COLLEGE |
| 22 | PORTLAND STATE UNIV. |
| 23 | REED COLLEGE |
| 24 | ROGUE COMMUNITY COLLEGE |
| 25 | SOUTHWESTERN OREGON COMMUNITY COLLEGE |
| 26 | TILLAMOOK BAY COMMUNITY COLLEGE |
| 27 | UMPQUA COMMUNITY COLLEGE |
| 28 | WESTERN STATES CHIROPRACTIC COLLEGE |
| 29 | WILLAMETTE UNIVERSITY |
| 1 | ARGOSY UNIVERSITY |
| 2 | BRIGHAM YOUNG UNIVERSITY - HAWAII |
| 3 | COLLEGE OF THE MARSHALL ISLANDS |
| 4 | RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII |
| 5 | UNIVERSITY OF HAWAII AT MANOA |

| **No.** | **K - 12** |
|---|---|
| 1 | ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL |
| 2 | BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD |
| 3 | BAKER SCHOOL DISTRICT 5-J |
| 4 | BANDON SCHOOL DISTRICT |
| 5 | BANKS SCHOOL DISTRICT |
| 6 | BEAVERTON SCHOOL DISTRICT |
| 7 | BEND / LA PINE SCHOOL DISTRICT |
| 8 | BEND-LA PINE SCHOOL DISTRICT |
| 9 | BROOKING HARBOR SCHOOL DISTRICT NO.17-C |
| 10 | CANBY SCHOOL DISTRICT |
| 11 | CANYONVILLE CHRISTIAN ACADEMY |
| 12 | CASCADE SCHOOL DISTRICT |
| 13 | CASCADES ACADEMY OF CENTRAL OREGON |
| 14 | CENTENNIAL SCHOOL DISTRICT |
| 15 | CENTRAL CATHOLIC HIGH SCHOOL |
| 16 | CENTRAL POINT SCHOOL DISTRICT NO. 6 |
| 17 | CENTRAL SCHOOL DISTRICT 13J |
| 18 | CLACKAMAS EDUCATION SERVICE DISTRICT |
| 19 | COOS BAY SCHOOL DISTRICT |
| 20 | COOS BAY SCHOOL DISTRICT NO.9 |
| 21 | COQUILLE SCHOOL DISTRICT 8 |
| 22 | COUNTY OF YAMHILL SCHOOL DISTRICT 29 |
| 23 | CRESWELL SCHOOL DISTRICT |
| 24 | CROSSROADS CHRISTIAN SCHOOL |
| 25 | CULVER SCHOOL DISTRICT NO. |
| 26 | DALLAS SCHOOL DISTRICT NO. 2 |
| 27 | DAVID DOUGLAS SCHOOL DISTRICT |
| 28 | DAYTON SCHOOL DISTRICT NO.8 |
| 29 | DE LA SALLE N CATHOLIC HS |
| 30 | DESCHUTES COUNTY SD NO.6 - SISTERS SD |
| 31 | DOUGLAS COUNTY SCHOOL DISTRICT 116 |
| 32 | DOUGLAS EDUCATION SERVICE DISTRICT |
| 33 | DUFUR SCHOOL DISTRICT NO.29 |
| 34 | ELKTON SCHOOL DISTRICT NO.34 |
| 35 | ESTACADA SCHOOL DISTRICT NO.108 |
| 36 | FOREST GROVE SCHOOL DISTRICT |
| 37 | GASTON SCHOOL DISTRICT 511J |
| 38 | GEN CONF OF SDA CHURCH WESTERN OR |
| 39 | GLADSTONE SCHOOL DISTRICT |
| 40 | GLENDALE SCHOOL DISTRICT |
| 41 | GLIDE SCHOOL DISTRICT NO.12 |
| 42 | GRANTS PASS SCHOOL DISTRICT 7 |
| 43 | GREATER ALBANY PUBLIC SCHOOL DISTRICT |
| 44 | GRESHAM-BARLOW SCHOOL DISTRICT |
| 45 | HARNEY COUNTY SCHOOL DIST. NO.3 |
| 46 | HARNEY EDUCATION SERVICE DISTRICT |
| 47 | HEAD START OF LANE COUNTY |
| 48 | HERITAGE CHRISTIAN SCHOOL |
| 49 | HIGH DESERT EDUCATION SERVICE DISTRICT |
| 50 | HOOD RIVER COUNTY SCHOOL DISTRICT |
| 51 | JACKSON CO SCHOOL DIST NO.9 |
| 52 | JEFFERSON COUNTY SCHOOL DISTRICT 509-J |
| 53 | JEFFERSON SCHOOL DISTRICT |
| 54 | KLAMATH FALLS CITY SCHOOLS |
| 55 | LA GRANDE SCHOOL DISTRICT |
| 56 | LAKE OSWEGO SCHOOL DISTRICT 7J |
| 57 | LANE COUNTY SCHOOL DISTRICT 4J |
| 58 | LANE COUNTY SCHOOL DISTRICT 69 |
| 59 | LEBANON COMMUNITY SCHOOLS NO.9 |
| 60 | LINCOLN COUNTY SCHOOL DISTRICT |
| 61 | LINN CO. SCHOOL DIST. 95C - SCIO SD |
| 62 | LOST RIVER JR/SR HIGH SCHOOL |
| 63 | LOWELL SCHOOL DISTRICT NO.71 |
| 64 | MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES |
| 65 | MCMINNVILLE SCHOOL DISTRICT NO.40 |
| 66 | MEDFORD SCHOOL DISTRICT 549C |
| 67 | MITCH CHARTER SCHOOL |
| 68 | MOLALLA RIVER ACADEMY |
| 69 | MOLALLA RIVER SCHOOL DISTRICT NO.35 |
| 70 | MONROE SCHOOL DISTRICT NO.1J |
| 71 | MORROW COUNTY SCHOOL DISTRICT |
| 72 | MT. ANGEL SCHOOL DISTRICT NO.91 |
| 73 | MT.SCOTT LEARNING CENTERS |
| 74 | MULTISENSORY LEARNING ACADEMY |

| | |
|---|---|
| 75 | MULTNOMAH EDUCATION SERVICE DISTRICT |
| 76 | MYRTLE POINT SCHOOL DISTRICT NO.41 |
| 77 | NEAH-KAH-NIE DISTRICT NO.56 |
| 78 | NESTUCCA VALLEY SCHOOL DISTRICT NO.101 |
| 79 | NOBEL LEARNING COMMUNITIES |
| 80 | NORTH BEND SCHOOL DISTRICT 13 |
| 81 | NORTH CLACKAMAS SCHOOL DISTRICT |
| 82 | NORTH SANTIAM SCHOOL DISTRICT 29J |
| 83 | NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH |
| 84 | NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT |
| 85 | NYSSA SCHOOL DISTRICT NO. 26 |
| 86 | ONTARIO MIDDLE SCHOOL |
| 87 | OREGON TRAIL SCHOOL DISTRICT NO.46 |
| 88 | OUR LADY OF THE LAKE SCHOOL |
| 89 | PHILOMATH SCHOOL DISTRICT |
| 90 | PHOENIX-TALENT SCHOOL DISTRICT NO.4 |
| 91 | PORTLAND ADVENTIST ACADEMY |
| 92 | PORTLAND JEWISH ACADEMY |
| 93 | PORTLAND PUBLIC SCHOOLS |
| 94 | RAINIER SCHOOL DISTRICT |
| 95 | REDMOND SCHOOL DISTRICT |
| 96 | REEDSPORT SCHOOL DISTRICT |
| 97 | REYNOLDS SCHOOL DISTRICT |
| 98 | ROGUE RIVER SCHOOL DISTRICT NO.35 |
| 99 | ROSEBURG PUBLIC SCHOOLS |
| 100 | SALEM-KEIZER PUBLIC SCHOOLS |
| 101 | SCAPPOOSE SCHOOL DISTRICT 1J |
| 102 | SEASIDE SCHOOL DISTRICT 10 |
| 103 | SEVEN PEAKS SCHOOL |
| 104 | SHERWOOD SCHOOL DISTRICT 88J |
| 105 | SILVER FALLS SCHOOL DISTRICT |
| 106 | SIUSLAW SCHOOL DISTRICT |
| 107 | SOUTH COAST EDUCATION SERVICE DISTRICT |
| 108 | SOUTH LANE SCHOOL DISTRICT 45J3 |
| 109 | SOUTHERN OREGON EDUCATION SERVICE DISTRICT |
| 110 | SOUTHWEST CHARTER SCHOOL |
| 111 | SPRINGFIELD SCHOOL DISTRICT NO.19 |
| 112 | STANFIELD SCHOOL DISTRICT |
| 113 | SWEET HOME SCHOOL DISTRICT NO.55 |
| 114 | THE CATLIN GABEL SCHOOL |
| 115 | TIGARD-TUALATIN SCHOOL DISTRICT |
| 116 | UMATILLA-MORROW ESD |
| 117 | VERNONIA SCHOOL DISTRICT 47J |
| 118 | WEST HILLS COMMUNITY CHURCH |
| 119 | WEST LINN WILSONVILLE SCHOOL DISTRICT |
| 120 | WHITEAKER MONTESSORI SCHOOL |
| 121 | YONCALLA SCHOOL DISTRICT NO.32 |
| 1 | CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC. |
| 2 | EMMANUAL LUTHERAN SCHOOL |
| 3 | HANAHAU`OLI SCHOOL |
| 4 | HAWAII TECHNOLOGY ACADEMY |
| 5 | ISLAND SCHOOL |
| 6 | KAMEHAMEHA SCHOOLS |
| 7 | KE KULA O S. M. KAMAKAU |
| 8 | MARYKNOLL SCHOOL |
| 9 | PACIFIC BUDDHIST ACADEMY |

| **No.** | **Nonprofit & Other** |
|---|---|
| 1 | 211INFO |
| 2 | ACUMENTRA HEALTH |
| 3 | ADDICTIONS RECOVERY CENTER, INC |
| 4 | ALLFOURONE/CRESTVIEW CONFERENCE CTR. |
| 5 | ALVORD-TAYLOR INDEPENDENT LIVING SERVICES |
| 6 | ALZHEIMERS NETWORK OF OREGON |
| 7 | ASHLAND COMMUNITY HOSPITAL |
| 8 | ATHENA LIBRARY FRIENDS ASSOCIATION |
| 9 | BARLOW YOUTH FOOTBALL |
| 10 | BAY AREA FIRST STEP, INC. |
| 11 | BENTON HOSPICE SERVICE |
| 12 | BETHEL CHURCH OF GOD |
| 13 | BIRCH COMMUNITY SERVICES, INC. |
| 14 | BLACHLY LANE ELECTRIC COOPERATIVE |
| 15 | BLIND ENTERPRISES OF OREGON |
| 16 | BONNEVILLE ENVIRONMENTAL FOUNDATION |
| 17 | BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA |
| 18 | BROAD BASE PROGRAMS INC. |
| 19 | CANBY FOURSQUARE CHURCH |
| 20 | CANCER CARE RESOURCES |
| 21 | CASCADIA BEHAVIORAL HEALTHCARE |
| 22 | CASCADIA REGION GREEN BUILDING COUNCIL |
| 23 | CATHOLIC CHARITIES |
| 24 | CATHOLIC COMMUNITY SERVICES |
| 25 | CENTER FOR RESEARCH TO PRACTICE |
| 26 | CENTRAL BIBLE CHURCH |
| 27 | CENTRAL CITY CONCERN |
| 28 | CENTRAL DOUGLAS COUNTY FAMILY YMCA |
| 29 | CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK |
| 30 | CHILDPEACE MONTESSORI |
| 31 | CITY BIBLE CHURCH |
| 32 | CLACKAMAS RIVER WATER |
| 33 | CLASSROOM LAW PROJECT |
| 34 | COAST REHABILITATION SERVICES |
| 35 | COLLEGE HOUSING NORTHWEST |
| 36 | COLUMBIA COMMUNITY MENTAL HEALTH |
| 37 | COMMUNITY ACTION ORGANIZATION |
| 38 | COMMUNITY ACTION TEAM, INC. |
| 39 | COMMUNITY CANCER CENTER |
| 40 | COMMUNITY HEALTH CENTER, INC |
| 41 | COMMUNITY VETERINARY CENTER |
| 42 | CONFEDERATED TRIBES OF GRAND RONDE |
| 43 | CONSERVATION BIOLOGY INSTITUTE |
| 44 | CONTEMPORARY CRAFTS MUSEUM AND GALLERY |
| 45 | CORVALLIS MOUNTAIN RESCUE UNIT |
| 46 | COVENANT CHRISTIAN HOOD RIVER |
| 47 | COVENANT RETIREMENT COMMUNITIES |
| 48 | DECISION SCIENCE RESEARCH INSTITUTE, INC. |
| 49 | DELIGHT VALLEY CHURCH OF CHRIST |
| 50 | DOGS FOR THE DEAF, INC. |
| 51 | DOUGLAS ELECTRIC COOPERATIVE, INC. |
| 52 | EAST HILL CHURCH |
| 53 | EAST SIDE FOURSQUARE CHURCH |
| 54 | EAST WEST MINISTRIES INTERNATIONAL |
| 55 | EDUCATIONAL POLICY IMPROVEMENT CENTER |
| 56 | ELMIRA CHURCH OF CHRIST |
| 57 | EMERALD PUD |
| 58 | EMMAUS CHRISTIAN SCHOOL |
| 59 | EN AVANT, INC. |
| 60 | ENTERPRISE FOR EMPLOYMENT AND EDUCATION |
| 61 | EUGENE BALLET COMPANY |
| 62 | EUGENE SYMPHONY ASSOCIATION, INC. |
| 63 | EUGENE WATER & ELECTRIC BOARD |
| 64 | EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING. |
| 65 | FAIR SHARE RESEARCH AND EDUCATION FUND |
| 66 | FAITH CENTER |
| 67 | FAITHFUL SAVIOR MINISTRIES |
| 68 | FAMILIES FIRST OF GRANT COUNTY, INC. |
| 69 | FANCONI ANEMIA RESEARCH FUND INC. |
| 70 | FARMWORKER HOUISNG DEV CORP |
| 71 | FIRST CHURCH OF THE NAZARENE |
| 72 | FIRST UNITARIAN CHURCH |
| 73 | FORD FAMILY FOUNDATION |
| 74 | FOUNDATIONS FOR A BETTER OREGON |
| 75 | FRIENDS OF THE CHILDREN |
| 76 | GATEWAY TO COLLEGE NATIONAL NETWORK |
| 77 | GOAL ONE COALITION |
| 78 | GOLD BEACH POLICE DEPARTMENT |
| 79 | GOOD SHEPHERD COMMUNITIES |
| 80 | GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES |
| 81 | GRANT PARK CHURCH |
| 82 | GRANTS PASS MANAGEMENT SERVICES, DBA |
| 83 | GREATER HILLSBORO AREA CHAMBER OF COMMERCE |
| 84 | HALFWAY HOUSE SERVICES, INC. |
| 85 | HEARING AND SPEECH INSTITUTE INC |
| 86 | HELP NOW! ADVOCACY CENTER |
| 87 | HIGHLAND HAVEN |

88 HIGHLAND UNITED CHURCH OF CHRIST
89 HIV ALLIANCE, INC
90 HOUSING AUTHORITY OF LINCOLN COUNTY
91 HOUSING AUTHORITY OF PORTLAND
92 HOUSING NORTHWEST
93 INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
94 INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
95 INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
96 IRCO
97 JASPER MOUNTAIN
98 JUNIOR ACHIEVEMENT
99 KLAMATH HOUSING AUTHORITY
100 LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
101 LA GRANDE UNITED METHODIST CHURCH
102 LANE ELECTRIC COOPERATIVE
103 LANE MEMORIAL BLOOD BANK
104 LANECO FEDERAL CREDIT UNION
105 LAUREL HILL CENTER
106 LIFEWORKS NW
107 LIVING WAY FELLOWSHIP
108 LOAVES & FISHES CENTERS, INC.
109 LOCAL GOVERNMENT PERSONNEL INSTITUTE
110 LOOKING GLASS YOUTH AND FAMILY SERVICES
111 MACDONALD CENTER
112 MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
113 METRO HOME SAFETY REPAIR PROGRAM
114 METROPOLITAN FAMILY SERVICE
115 MID COLUMBIA COUNCIL OF GOVERNMENTS
116 MID-COLUMBIA CENTER FOR LIVING
117 MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
118 MORNING STAR MISSIONARY BAPTIST CHURCH
119 MORRISON CHILD AND FAMILY SERVICES
120 MOSAIC CHURCH
121 NATIONAL PSORIASIS FOUNDATION
122 NATIONAL WILD TURKEY FEDERATION
123 NEW AVENUES FOR YOUTH INC
124 NEW BEGINNINGS CHRISTIAN CENTER
125 NEW HOPE COMMUNITY CHURCH
126 NEWBERG FRIENDS CHURCH
127 NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
128 NORTHWEST FOOD PROCESSORS ASSOCIATION
129 NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
130 NORTHWEST REGIONAL EDUCATIONAL LABORATORY
131 NORTHWEST YOUTH CORPS
132 OCHIN
133 OHSU FOUNDATION
134 OLIVET BAPTIST CHURCH
135 OMNIMEDIX INSTITUTE
136 OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
137 OREGON BALLET THEATRE
138 OREGON CITY CHURCH OF THE NAZARENE
139 OREGON COAST COMMUNITY ACTION
140 OREGON DEATH WITH DIGNITY
141 OREGON DONOR PROGRAM
142 OREGON EDUCATION ASSOCIATION
143 OREGON ENVIRONMENTAL COUNCIL
144 OREGON MUSUEM OF SCIENCE AND INDUSTRY
145 OREGON PROGRESS FORUM
146 OREGON REPERTORY SINGERS
147 OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
148 OREGON SUPPORTED LIVING PROGRAM
149 OSLC COMMUNITY PROGRAMS
150 OUTSIDE IN
151 OUTSIDE IN
152 PACIFIC CASCADE FEDERAL CREDIT UNION
153 PACIFIC FISHERY MANAGEMENT COUNCIL
154 PACIFIC INSTITUTES FOR RESEARCH
155 PACIFIC STATES MARINE FISHERIES COMMISSION
156 PARALYZED VETERANS OF AMERICA
157 PARTNERSHIPS IN COMMUNITY LIVING, INC.
158 PENDLETON ACADEMIES
159 PENTAGON FEDERAL CREDIT UNION
160 PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
161 PORT CITY DEVELOPMENT CENTER
162 PORTLAND ART MUSEUM
163 PORTLAND BUSINESS ALLIANCE
164 PORTLAND HABILITATION CENTER, INC.
165 PORTLAND SCHOOLS FOUNDATION
166 PORTLAND WOMENS CRISIS LINE
167 PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
168 PRINGLE CREEK SUSTAINABLE LIVING CENTER
169 PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
170 QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.
171 REBUILDING TOGETHER - PORTLAND INC.
172 REGIONAL ARTS AND CULTURE COUNCIL
173 RELEVANT LIFE CHURCH
174 RENEWABLE NORTHWEST PROJECT
175 ROGUE FEDERAL CREDIT UNION
176 ROSE VILLA, INC.
177 SACRED HEART CATHOLIC DAUGHTERS
178 SAIF CORPORATION
179 SAINT ANDREW NATIVITY SCHOOL
180 SAINT CATHERINE OF SIENA CHURCH
181 SAINT JAMES CATHOLIC CHURCH
182 SALEM ALLIANCE CHURCH
183 SALEM ELECTRIC
184 SALMON-SAFE INC.
185 SCIENCEWORKS
186 SE WORKS
187 SECURITY FIRST CHILD DEVELOPMENT CENTER
188 SELF ENHANCEMENT INC.
189 SERENITY LANE
190 SEXUAL ASSAULT RESOURCE CENTER
191 SEXUAL ASSAULT RESOURCE CENTER
192 SHELTERCARE
193 SHERIDAN JAPANESE SCHOOL FOUNDATION
194 SHERMAN DEVELOPMENT LEAGUE, INC.
195 SILVERTON AREA COMMUNITY AID
196 SISKIYOU INITIATIVE
197 SMART
198 SOCIAL VENTURE PARTNERS PORTLAND
199 SOUTH COAST HOSPICE, INC.
200 SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
201 SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
202 SOUTHERN OREGON HUMANE SOCIETY
203 SPARC ENTERPRISES
204 SPIRIT WIRELESS
205 SPONSORS, INC.
206 SPOTLIGHT THEATRE OF PLEASANT HILL
207 SPRINGFIELD UTILITY BOARD
208 ST VINCENT DE PAUL
209 ST. ANTHONY CHURCH
210 ST. ANTHONY SCHOOL
211 ST. MARYS OF MEDFORD, INC.
212 ST. VINCENT DEPAUL OF LANE COUNTY
213 STAND FOR CHILDREN
214 STAR OF HOPE ACTIVITY CENTER INC.
215 SUMMIT VIEW COVENANT CHURCH
216 SUNNYSIDE FOURSQUARE CHURCH
217 SUNRISE ENTERPRISES
218 SUSTAINABLE NORTHWEST
219 TENAS ILLAHEE CHILDCARE CENTER
220 THE EARLY EDUCATION PROGRAM, INC.
221 THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
222 THE NEXT DOOR
223 THE OREGON COMMUNITY FOUNDATION
224 THE SALVATION ARMY - CASCADE DIVISION
225 TILLAMOOK CNTY WOMENS CRISIS CENTER
226 TILLAMOOK ESTUARIES PARTNERSHIP
227 TOUCHSTONE PARENT ORGANIZATION
228 TRAILS CLUB
229 TRAINING EMPLOYMENT CONSORTIUM
230 TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE

231 TRILLIUM FAMILY SERVICES, INC.
232 UMPQUA COMMUNITY DEVELOPMENT CORPORATION
233 UNION GOSPEL MISSION
234 UNITED CEREBRAL PALSY OF OR AND SW WA
235 UNITED WAY OF THE COLUMBIA WILLAMETTE
236 US CONFERENCE OF MENONNITE BRETHREN CHURCHES
237 US FISH AND WILDLIFE SERVICE
238 USAGENCIES CREDIT UNION
239 VERMONT HILLS FAMILY LIFE CENTER
240 VIRGINIA GARCIA MEMORIAL HEALTH CENTER
241 VOLUNTEERS OF AMERICA OREGON
242 WE CARE OREGON
243 WESTERN RIVERS CONSERVANCY
244 WESTERN STATES CENTER
245 WESTSIDE BAPTIST CHURCH
246 WILD SALMON CENTER
247 WILLAMETTE FAMILY
248 WILLAMETTE VIEW INC.
249 WOODBURN AREA CHAMBER OF COMMERCE
250 WORD OF LIFE COMMUNITY CHURCH
251 WORKSYSTEMS INC
252 YOUTH GUIDANCE ASSOC.
253 YWCA SALEM
1 ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
2 ALOHACARE
3 AMERICAN LUNG ASSOCIATION
4 BISHOP MUSEUM
5 BUILDING INDUSTRY ASSOCIATION OF HAWAII
6 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
7 EAH, INC.
8 EASTER SEALS HAWAII
9 GOODWILL INDUSTRIES OF HAWAII, INC.
10 HABITAT FOR HUMANITY MAUI
11 HALE MAHAOLU
12 HAROLD K.L. CASTLE FOUNDATION
13 HAWAII AGRICULTURE RESEARCH CENTER
14 HAWAII EMPLOYERS COUNCIL
15 HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
16 HONOLULU HABITAT FOR HUMANITY
17 IUPAT, DISTRICT COUNCIL 50
18 LANAKILA REHABILITATION CENTER INC.
19 LEEWARD HABITAT FOR HUMANITY
20 MAUI COUNTY FCU
21 MAUI ECONOMIC DEVELOPMENT BOARD
22 MAUI ECONOMIC OPPORTUNITY, INC.
23 MAUI FAMILY YMCA
24 NA HALE O MAUI
25 NA LEI ALOHA FOUNDATION
26 NETWORK ENTERPRISES, INC.
27 ORI ANUENUE HALE, INC.
28 PARTNERS IN DEVELOPMENT FOUNDATION
29 POLYNESIAN CULTURAL CENTER
30 PUNAHOU SCHOOL
31 ST. THERESA CHURCH
32 WAIANAE COMMUNITY OUTREACH
33 WAILUKU FEDERAL CREDIT UNION
34 YMCA OF HONOLULU

**No. Special/Independent Districts**

1 BAY AREA HOSPITAL DISTRICT
2 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
3 CENTRAL OREGON IRRIGATION DISTRICT
4 CHEHALEM PARK AND RECREATION DISTRICT
5 CITY COUNTY INSURANCE SERVICES
6 CLEAN WATER SERVICES
7 COLUMBIA 911 COMMUNICATIONS DISTRICT
8 COLUMBIA RIVER PUD
9 DESCHUTES COUNTY RFPD NO.2
10 DESCHUTES PUBLIC LIBRARY SYSTEM
11 EAST MULTNOMAH SOIL AND WATER CONSERVANCY
12 GASTON RURAL FIRE DEPARTMENT
13 GLADSTONE POLICE DEPARTMENT
14 GLENDALE RURAL FIRE DISTRICT
15 HOODLAND FIRE DISTRICT NO.74
16 HOODLAND FIRE DISTRICT #74
17 HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
18 KLAMATH COUNTY 9-1-1
19 LANE EDUCATION SERVICE DISTRICT
20 LANE TRANSIT DISTRICT
21 MALIN COMMUNITY PARK AND RECREATION DISTRICT
22 MARION COUNTY FIRE DISTRCT #1
23 METRO
24 METROPOLITAN EXPOSITION-RECREATION COMMISSION
25 MONMOUTH - INDEPENDENCE NETWORK
26 MULTONAH COUNTY DRAINAGE DISTRICT #1
27 NEAH KAH NIE WATER DISTRICT
28 NW POWER POOL
29 OAK LODGE WATER DISTRICT
30 OR INT'L PORT OF COOS BAY
31 PORT OF ST HELENS
32 PORT OF UMPQUA
33 REGIONAL AUTOMATED INFORMATION NETWORK
34 RIVERGROVE WATER DISTRICT
35 SALEM AREA MASS TRANSIT DISTRICT
36 SANDY FIRE DISTRICT NO. 72
37 SUNSET EMPIRE PARK AND RECREATION
38 THE NEWPORT PARK AND RECREATION CENTER
39 THE PORT OF PORTLAND
40 TILLAMOOK PEOPLES UTILITY DISTRICT
41 TUALATIN HILLS PARK AND RECREATION DISTRICT
42 TUALATIN VALLEY FIRE & RESCUE
43 TUALATIN VALLEY WATER DISTRICT
44 UNION SOIL & WATER CONSERVATION DISTRICT
45 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
46 WEST VALLEY HOUSING AUTHORITY
47 WILLAMALANE PARK AND RECREATION DISTRICT
48 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

**No. State Agencies**

1 BOARD OF MEDICAL EXAMINERS
2 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
3 OFFICE OF THE STATE TREASURER
4 OREGON BOARD OF ARCHITECTS
5 OREGON CHILD DEVELOPMENT COALITION
6 OREGON DEPARTMENT OF EDUCATION
7 OREGON DEPARTMENT OF FORESTRY
8 OREGON DEPT OF TRANSPORTATION
9 OREGON DEPT. OF EDUCATION
10 OREGON LOTTERY
11 OREGON OFFICE OF ENERGY
12 OREGON STATE BOARD OF NURSING
13 OREGON STATE POLICE
14 OREGON TOURISM COMMISSION
15 OREGON TRAVEL INFORMATION COUNCIL
16 SANTIAM CANYON COMMUNICATION CENTER
17 SEIU LOCAL 503, OPEU
1 ADMIN. SERVICES OFFICE
2 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
3 HAWAII HEALTH SYSTEMS CORPORATION
4 SOH- JUDICIARY CONTRACTS AND PURCH
5 STATE DEPARTMENT OF DEFENSE
6 STATE OF HAWAII
7 STATE OF HAWAII
8 STATE OF HAWAII, DEPT. OF EDUCATION