

Meeting Date: 7/22/2014

Report Type: Consent

Report ID: 2014-00526

Title: Cooperative Purchase Agreement: Hertz Equipment Rental

Location: Citywide

Recommendation: Pass a Motion 1) approving the use of a U.S. Communities cooperative purchase agreement with Hertz Equipment Rental (Contract No. 31172) for equipment rental in an amount not-to-exceed \$705,775 through March 31, 2019 or until the agreement is no longer available for use; and 2) authorizing the City Manager or the City Manager's designee to execute the purchases specified above provided that sufficient funds are available in the budget adopted for the applicable fiscal year.

Contact: Iseña Garcia, Program Specialist, (916) 808-1163; Keith Leech, Fleet Manager, (916) 808-5869, Department of General Services

Presenter: None

Department: General Services

Division: Fleet Management

Dept ID: 13001211

Attachments:

1-Description/Analysis

2-Agreement

City Attorney Review

Approved as to Form

Kourtney Burdick

7/16/2014 1:58:04 PM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 7/2/2014 4:24:19 PM

Description/Analysis

Issue Detail: The Department of General Services (DGS), Fleet Management Division, has ongoing requirements for equipment rental to support City departments. The recommended agreement will be used when a project requires more equipment than the City owns or requires specialized equipment that the City has chosen not to purchase because of its infrequent use. The majority of the equipment rented will be large construction equipment such as backhoes, excavators, asphalt equipment, etc.

Policy Considerations: The recommendations in this report are in accordance with the provisions of City Code Chapter 3.56 regarding the purchase of supplies.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): No environmental review is necessary because the recommendations in this report involve the rental of equipment and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA guidelines.

Sustainability: Not applicable

Commission/Committee Action: None

Rationale for Recommendation: The DGS, Fleet Management Division, has ongoing requirements for equipment rental to support City departments.

After reviewing the available purchase options, Fleet Management has determined that using the U.S. Communities cooperative purchase agreement with Hertz Equipment Rental represents the most advantageous purchasing strategy because:

- The agreement offers a complete range of equipment to meet the City's needs; and
- The agreement was competitively bid nationally, and U.S. Communities receives greater discounts from the vendor, due to a higher purchase volume, than the City would receive if issuing its own bid.

In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement approach increases pricing competitiveness and lowers operating costs through volume buying. When comparing the administrative costs of procurement, staff considers product research, source selection, specifications, advertising, staff reports, awarding, protest, and administration of the contract. It is often more cost-effective to eliminate the cost and time spent on these administrative processes and purchase items and services through a cooperative purchasing program.

The City has used both regional and national cooperative purchasing agreements to complement its own contracting initiatives. Cooperative purchasing enables City departments to evaluate a broader range of contracting opportunities and to share resources with other jurisdictions. Cooperative purchasing also leverages internal and external resources to maximize cost savings opportunities for the City.

Financial Considerations: In determining the recommended spending authority, Fleet Management staff reviewed the expenditure history for equipment rental and also considered future needs. Annual

estimates for expenditures with Hertz Equipment Rental are listed in the table below. Sufficient funds are available in the DGS FY2014/15 operating budget (Fleet Fund, Fund 6501) for equipment rental through June 30, 2015. Purchases after July 1, 2015 and through the duration of the contract are subject to funding availability in the adopted budget of the applicable fiscal year.

Hertz Equipment Rental		
Contract Year	Fiscal Year	Estimated Expenditure
Year 1	2014/15	\$141,155
Year 2	2015/16	\$141,155
Year 3	2016/17	\$141,155
Year 4	2017/18	\$141,155
Year 5	2018/19	\$141,155
Total		\$705,775

Local Business Enterprise (LBE): LBE program requirements have been waived for the recommended purchases because Fleet Management has determined that using the U.S. Communities cooperative purchase agreement with Hertz Equipment Rental represents the most advantageous purchasing strategy. The agreement was competitively bid nationally, and U.S. Communities receives greater discounts from the vendor, due to a higher purchase volume, than the City would receive if issuing its own bid. Hertz Equipment Rental is not a local business enterprise.

STATE OF NORTH CAROLINA
WAKE COUNTY

Rev. 11/12

**NORTH CAROLINA STATE UNIVERSITY
AGREEMENT**

THIS AGREEMENT ("Agreement") made and entered into this 1st day of April 2014, by and between Hertz Equipment Rental, 225 Brae Blvd, Park Ridge, NJ 07656 ("Contractor"), and NC State University, c/o Purchasing Department, Campus Box 7212, Raleigh, North Carolina 27695 ("NC State").

WITNESSETH

WHEREAS, Contractor has submitted to NC State a proposal for the performance of certain professional services; and,

WHEREAS, NC State desires to enter into an agreement with Contractor for the performance of these professional services.

NOW, THEREFORE, in exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NC State and Contractor agree as follows:

1. **Scope of Services.** Contractor agrees to supply NC State with equipment rental and associated services described in the following attachments, attached hereto and incorporated by reference as if fully set forth herein. Documents include:
 - (1) University's Request for Proposals (RFP) #63-JGD10070, dated October 5, 2013
 - (2) RFP Addendum Number One dated November 1, 2013
 - (3) Contractor response dated November 11, 2013: noting that 1) the tab marked "Donlen Overview" is removed; the University is not accepting this program and; 2) the U.S. Communities Administration fee is applicable to all products and services made a part of this contract, including equipment financing.
 - (4) Hertz pricing. See "Attachment A" for definition of Platinum, Gold and Preferred pricing.
 - (5) University Request for Clarification Number 1 dated December 3, 2013
 - (6) Contractor response to Request for Clarification dated December 3, 2013

Contractor agrees to supply the University and U.S. Communities' Participating Public Agencies (PPA's) with equipment rental and associated services, and the University agrees to utilize the Contractor for these purposes.

2. **Term.** Contractor shall commence providing the Services on April 1, 2014, and shall terminate on March 31, 2017 (the "Term"). In addition, the University reserves the right to renew for one (1) additional, two-year period, not to exceed March 31, 2019.

3. **Key Personnel.** Contractor shall not substitute key personnel assigned to the performance of this Agreement without the prior written approval of NC State's Contract Administrator. Contractor's individual designated as key personnel for the purposes of this Agreement is James W. Fiscus, Division Vice President.
4. **Notices.** All notices shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing:

If to NC State: Director of Materials Management
North Carolina State University
Campus Box 7212
Raleigh, NC 27695-7212

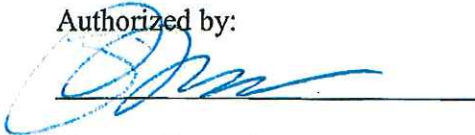
If to Contractor: Hertz Equipment Rental
James Fiscus, Division Vice President
225 Brae Blvd
Park Ridge, NJ 07656

IN WITNESS THEREOF, the parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, effective the day and year first written above.

NC STATE UNIVERSITY:

CONTRACTOR

Authorized by:



Name: Sharon D. Loosman

Title: Director of Materials ManagementDate: 2/12/2014By: 

Name: James W. Fiscus

Title: Division Vice President

Date: 02-11-14

Pricing Definitions

Hertz pricing includes three (3) options: Platinum, Gold and Preferred defined as follows:

Platinum: Extended to Participating Public Agencies (PPA's) where an agency enters into an exclusive agreement with Hertz by directly adopting this contract.

Gold: Extended to PPA's where an agency enters into a non-exclusive agreement with Hertz by directly adopting this contract. Pricing is applicable to all PPA's EXCEPT for 1) Platinum customers, 2) customers in North Dakota, South Dakota and Hawaii, and 3) **new** PPA's when formal states of emergency have been declared in the respective locale, i.e. no agreement previously existed between Hertz and PPA.

Preferred: Extended to 1) all Participating Public Agencies in North Dakota, South Dakota, and Hawaii, and to 2) new PPA's requesting the contract when formal States of Emergency have been declared, i.e. no agreement previously existed between Hertz and PPA.

Note: If a customer already has Platinum or Gold pricing downloaded to its Hertz customer number(s) and a state of emergency is declared, the respective Platinum or Gold pricing will be the pricing used for all current and new rentals, including when a state of emergency has been declared.

**NORTH CAROLINA STATE UNIVERSITY
REQUEST FOR PROPOSALS**

RFP # 63-JGD10070

TITLE: Equipment Rental

USING DEPARTMENT: NC State University and US Communities'
Public Participating Agencies

ISSUE DATE: October 15, 2013

DUE DATE: 2:00 p.m., Thursday, November 14, 2013

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

Sealed Proposals subject to the conditions made a part hereof will be accepted until **2:00 p.m. Thursday, November 14, 2013** for furnishing services described herein.

DELIVERY BY ANY OTHER MEANS

RFP No. 63-JGD10070 Attn: Jessica Dalton, C.P.M., CPPB NC State University, Purchasing Department Administrative Services I Bldg 2721 Sullivan Drive, Ste 1100 Raleigh NC 27695 (919)515-6890

IMPORTANT NOTE: Indicate firm name, RFP number, and opening date on the front of each sealed proposal envelope or package. One (1) original, two (2) paper copies (marked as "original"/"copy") of the proposal, and seven (7) electronic copies (flash drive preferred). Electronically submitted (email/fax) proposals will not be accepted.

Direct all inquiries concerning this RFP to: Jessica Dalton, C.P.M., CPPB
email: jessica_dalton@ncsu.edu

NOTE: Questions concerning the RFP requirements must be submitted in writing. They may be mailed, faxed, or e-mailed (no phone calls) to Jessica Dalton, NC State University, Purchasing Department, Campus Box 7212, Raleigh, NC 27695, fax (919) 515-3511, e-mail address jessica_dalton@ncsu.edu. **Questions must be submitted no later than 5:00 P.M. on Wednesday, October 30, 2013.** All questions submitted in writing will be answered in the form of an addendum to this Request for Proposals. No contact with the using department(s) will be allowed during the proposal process.

1. PURPOSE AND INTENT

North Carolina State University (hereafter referred to as "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 through US Communities Government Purchasing Alliance (hereafter referred to as "Participating Public Agencies" or "PPA's"), seeks proposals from qualified suppliers to enter into a Master Agreement to supply a full line of Rental Equipment (hereafter referred to as "Products and Services").

Equipment includes, but is not limited to, Construction Equipment (heavy and light), Aerial Lift and Scaffold, Earth Moving, Electrical, Material Handling, etc. A list of the top 100 rented items for the year 2012 is attached for your information (page 75). This background information is provided as general historical data and does not set any minimum or maximum guarantees on future usage of the program.

ALL PRODUCTS OFFERED MUST BE IN LIKE-NEW CONDITION, LATEST DESIGN AND TECHNOLOGY.

OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems; and
- F. Provide Participating Public Agencies with environmentally responsible products and services.

2. CONTRACT PERIOD

The term of the agreement will be from March 1, 2014 for a period of three (3) years. The University reserves the right, at its sole option and under the same terms and conditions contained in this RFP, to renew for one (1) additional two-year period, not to exceed a total of five (5) contract years.

3. SCOPE OF WORK

3.1 General

The awarded supplier shall provide rental of a variety of types of equipment. Proposal responses shall provide a complete, online inventory list of available products to include product name, typical manufacturer and associated model numbers. It shall be noted if particular equipment is not available at all branch locations. This list is not intended to be all inclusive of any need that may arise. The awarded supplier(s) shall utilize any resources it may have in assisting using agencies with securing the required equipment whether or not it resides in the branch location's current inventory.

3.2 Pricing

Equipment shall be provided on a daily, weekly and monthly basis. The pricing structure (nationwide, city/state, regional, etc) shall be left up to the proposing supplier to determine. A "book rate" or "published rate" along with any applicable discounts shall be provided to Participating Public Agencies. Multiple discount levels on various pieces of equipment are acceptable as long as they are clearly noted in the response (i.e. market basket/hotlist, etc. items).

3.3 Delivery and other added fees

Delivery of the item to the Participating Public Agency. Delivery, setup and pickup fees, where required, shall be provided to the Participating Public Agency and clearly identified in the proposal response.

Other fees (insurance, environmental recovery fees, cleaning, refueling fees, etc.) shall be separate items and clearly identified in the proposal response. In many cases, the Participating Public Agency will not require insurance or damage waiver, but this shall be provided where required. Participating Public Agencies demonstrating exemption from state/local sales taxes shall not be charged these fees.

3.4 Service level expectations

Any equipment rented shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment/attachments shall be in place and functioning per the manufacturer's design. Any equipment not functioning properly (or becoming non-functional) will be picked up and replaced by the supplier at no additional charge to the Participating Public Agency during the rental period. Routine repairs (not caused by misuse of the equipment) shall be provided at no additional cost to the Participating Public Agency.

At the time the Participating Public Agency takes possession of the equipment, the supplier shall provide information regarding current condition and any visual, pre-existing damage to the equipment. The supplier and the Participating Public Agency will review the equipment condition at point of delivery as well as at the point of return. No rental fees may be charged to a Participating Public Agency without a signed receipt of acceptance of the equipment.

The proposal response shall include a sample of any service agreement or contract that the Participating Public Agency will be required to sign. The service agreement shall clearly indicate and describe any and all "point of contact" charges that will be assessed at time of rental. Documents produced for signature after an award is made, which were not submitted with the proposal response, will not be considered or made part of any contract that results from this Participating Public Agency.

At the time of any rental of equipment under the terms of the resulting Agreement, Participating Public Agency representatives may sign the Supplier's standard Rental Agreement/Delivery Ticket as evidence of receipt of the equipment. Participating Public Agency representatives accepting equipment will not be authorized to obligate or bind the respective agency to contractual terms and conditions; therefore, signature on a Rental Agreement/Delivery Ticket is merely an acknowledgement of receipt of the equipment. The pre-printed terms on the reverse side of the Rental Agreement/Delivery Ticket shall govern the rental transaction only to the extent they are not in addition to, or in conflict of, the terms of the Master Agreement, which shall govern all transactions between the parties.

The proposal response shall define the availability of equipment at the proposed rates in cases of emergency or natural disaster. Describe your firm's plan for fulfilling the requirements of any resulting contract in instances of emergencies and natural disasters. Will the proposed rates apply in these cases? What circumstances define an emergency or natural disaster?

3.5 Training

The awarded supplier shall provide all operational and safety training associated with any equipment proposed for rent. This includes any OSHA required certifications or licenses associated with rental of provided equipment. The proposal response shall include a complete description (methods of delivery, available locations, duration, content, etc.) along with price structure for each.

4. OPTIONAL LEASE AND/OR PURCHASE OF EQUIPMENT

4.1 General

The awarded supplier may, at its option, respond to this section to provide lease and/or purchase of a variety of types of equipment. Requirements are herein listed. Lease offering may include lease only and/or lease to purchase. Purchase of equipment may include new or used equipment. Financing may be offered should a PPA desire financing and equipment from the supplier.

Proposal responses shall provide a complete, online inventory list of available products to include product name, typical manufacturer and associated model numbers. It shall be noted if particular equipment is not available at all branch locations. This list is not intended to be all inclusive of any need that may arise. The awarded supplier(s) shall utilize any resources it may have in assisting PPA with securing the required equipment whether or not it resides in the branch location's current inventory.

4.2 Pricing for lease of equipment

Equipment shall be provided on a monthly basis for a specified term. Supplier shall state the various terms (6 month, 12 month, 18 month, 24 month, 36 month, 48 month, etc.) available to PPA and the associated monthly rates. Supplier shall also include in its proposal the costs for PPA's seeking a lease to purchase option. The pricing structure (nationwide, city/state, regional, etc.) shall be left up to the proposing supplier to determine. Published rates along with applicable discounts shall be provided to PPA's.

4.3 Pricing for purchase of new or used equipment

Supplier shall provide a discount off of a catalog, published retail list or manufacturer's list price or provide a mark-up percentage over cost for the purchase of new or used equipment. The pricing structure (nationwide, city/state, regional, etc.) shall be left up to the proposing supplier to determine. A price list along with applicable discounts (if using catalog, published retail list or manufacturer's list price) or an actual invoice indicating cost of item (if using mark-up percentage

over cost) shall be provided to PPA's. If offered, costs to finance the purchase of new or used equipment shall be included in supplier's response.

4.4 Delivery and other added fees

Delivery of the item to the PPA: Delivery, setup and pickup fees, where required, shall be provided to the PPA and clearly identified in the proposal response. Other fees (insurance, environmental recovery fees, etc.) shall be separate items and clearly identified in the proposal response. In many cases, the PPA will not require insurance or damage waiver, but this shall be provided where required. PPA's demonstrating exemption from state/local sales taxes shall not be charged these fees.

4.5 Service level expectations

Leased equipment: Any equipment leased shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment/attachments shall be in place and functioning per the manufacturer's design. Supplier will not be responsible for maintenance or routine repairs. At the time the PPA takes possession of the equipment, the supplier shall provide information regarding current condition and any visual, pre-existing damage to the equipment. The supplier and the PPA will review the equipment condition at point of delivery as well as point of return. No fees may be charged to a PPA without a signed receipt of acceptance of the equipment.

Lease or purchase of new equipment: All purchases of new equipment shall be new, unused, fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All available manufacturers' warranties shall apply. No costs may be charged to a PPA without a signed receipt of acceptance of the equipment.

Lease or purchase of used equipment: All used equipment will be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment/attachments will be in place and functioning per the manufacturer's design. Any visual or pre-existing damage to the equipment shall be clearly defined in writing and signed off on by the Participating Public Agency making the purchase. The supplier and the PPA will review the equipment condition at point of delivery. No fees may be charged to a PPA without a signed receipt of acceptance of the equipment.

The proposal response shall include a sample of any service agreement, finance agreement or contract that the PPA will be required to sign. Any agreement shall clearly indicate and describe any and all "point of contact" charges that will be assessed prior to lease or purchase. Documents produced for signature after an award is made, which were not submitted with the proposal response, will not be considered or made part of any contract that results from this RFP.

At the time of lease or purchase of equipment under the terms of any resulting Agreement, PPA representatives may sign the supplier's standard Lease and/or Purchase Agreement/Delivery Ticket as evidence of receipt of the equipment. PPA representatives accepting equipment will not be authorized to obligate or bind the respective agency to contractual terms and conditions; therefore, signature on a Lease and/or Purchase Agreement/Delivery Ticket is merely an acknowledgement of receipt of the equipment. The pre-printed terms on the reverse side of the Lease and/or Purchase Agreement/Delivery Ticket shall govern the transaction only to the extent they are not in addition to, or in conflict of, the terms of the Master Agreement, which shall govern all transactions between the parties.

4.6 Training

The awarded supplier shall provide all operational and safety training associated with any equipment proposed for lease. This includes any OSHA required certifications or licenses associated with rental of provided equipment. The proposal response shall include a complete description (methods of delivery, available locations, duration, content, etc.) along with price structure for each.

5. PROPOSAL RESPONSE

The following items are required in the proposal response:

Please mark your proposal response and assemble it as numbered below.
Failure to include any of the following will subject the entire response to rejection.

- 5.1. Execution of Proposal page completed and signed (page 9);
- 5.2. A brief history and description of your company;
- 5.3. Reference page completed (page 8);
- 5.4. Required Supplier Information (pages 34-38);
- 5.5. Completion of Supplier Qualification Worksheet (page 31);
- 5.6. Inventory list of available rental equipment with published and applicable discount rates (as outlined in section 3 Pricing). Include this in a separate, electronic copy (as outlined on page 1). Printed copy is not required in the proposal response. If the amount of data to be provided is an issue, please let us know this during the question and answer period. Clearly define the proposed rent structure addressing items such as when rental charges begin and end, and definitions for daily, weekly and monthly rates.
- 5.7. Description of any add-on fees (delivery/pickup/setup, insurance, environmental recovery, cleaning, re-fueling, loss of use, etc). Please identify if these add-on fees differ based on your proposed pricing structure.
- 5.8. Unaltered executed U.S. Communities Administrative Agreement (pages 39-50).
- 5.9. If submitting optional lease and/or purchase of equipment, provide a complete response to section 4. (pages 4-6)

5. Evaluation of Proposals

Multiple Awards

Although a single award is anticipated, multiple awards may be made as a result of this solicitation where it is deemed to be in the best interest of the PPA's. Multiple Awards may be required to ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of PPA's.

The proposal response shall contain all items listed under item #5 (Proposal Response). Proposals meeting this requirement shall be further evaluated based on the following weighted evaluation points:

10% - Variety of available equipment. Supplier provides diverse inventory of available equipment. Availability of equipment and proposed rates during periods of emergency or natural disaster. Item(s) to be evaluated: Equipment List and proposal response related to inventory availability.

10% - Quality and Quality Control of Equipment: Supplier provides equipment of the most recent make/model, turns over inventory well ahead of useful life of equipment, and services/maintains equipment as recommended by the manufacturer to include all safety equipment. Item(s) evaluated: Equipment Inventory and Service/Maintenance Protocols.

10% - Customer Service: Supplier provides quick turnaround from receipt of order to delivery or pickup and responds to equipment failures in a timely manner. Item(s) to be evaluated: Proposal addressing customer service provision. Provision of emergency services to PPA's.

40% - Pricing: Pricing structure shall be evaluated using a comparison of various pieces of equipment from select locations across the nation. The items and locations to be evaluated will be determined prior to the bid opening, but will not be disclosed to prospective bidders. Proposing suppliers shall provide the evaluation committee with the means to electronically access pricing in any given location for any identified piece of equipment and time period. Item(s) evaluated: Pricing provided in the proposal response and suppliers' responses to specific pricing requests during the evaluation process.

5% - Web-based ordering/tracking: Supplier provides PPA's with a comprehensive ordering and tracking system, available via a secure internet connection; directly accessing US Communities' contract pricing. Item(s) evaluated: Computer system access to be provided.

20% - National/ Corporate Support: Completion of supplier qualification form, company history, national company capabilities including annual sales, total number of sales people and branch locations, annual sales etc. environmental initiatives including any green products or certifications available through your company. The ability of the supplier to provide marketing support for the program to reach out to potential PPA's, as well as complete saturation of information to all of its branch locations. Item(s) evaluated: Proposal response addressing national/corporate support and qualification to be provided. The ability to provide operational and safety training, apparent quality of training provided.

5% Optional Lease/Purchase Offering. Availability of inventory for a lease/purchase program, cost, delivery options, proposed terms applicable to lease/purchase options.

COMPANY NAME _____

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.

EXECUTION OF PROPOSAL

DATE: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- ____ That this proposal was signed by an authorized representative of the firm.
- ____ That the potential Contractor 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 Contractor agrees to the conditions as set forth in this **Request for Proposal** with no exceptions.
- ____ That the potential Contractor can obtain a performance bond, if required herein, and insurance as specified.
- ____ That the 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 1 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 thirty (30) 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) E-MAIL _____

 Type or Printed Name Federal Identification Number

ACCEPTANCE OF PROPOSAL

DATE: _____

AGENCY _____ CITY AND STATE _____

BY _____ TITLE _____
 (Signature)

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 not later than the date and time listed on the cover sheet of this proposal. **Three (3) paper copies (1 original/2 copies marked as such), and seven (7) electronic (flash drives preferred) of the proposal must be received from each vendor.** Each proposal must be signed and dated by an official authorized to bind the firm. Late proposals will not be considered for award.

Evaluation of proposals will be completed by University personnel conversant with technical and operational aspects of the rental needs of the campus. In addition, the evaluation team will include representatives from various Participating Public Agencies.

Request for Proposals (RFP) are posted to 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 prior to the proposal closing. 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 clarification or to amplify 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 according to the completeness, content, experience with similar projects, ability of the offeror and its staff and cost. 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 solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.

- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
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. Although the 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. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
 17. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if 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 may not be deemed 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.
 18. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 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.
 19. **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.
 20. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors 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 our Internet web site: <http://www.state.nc.us/pandc/>.

21. **RECIPROCAL PREFERENCE:** 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.
22. **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. Vendors must:
- 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
 - 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.
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, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the University, become its 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.
11. **AVAILABILITY OF FUNDS:** Any and all 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.
12. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or 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 amendments duly executed by 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. **YEAR 2000 COMPLIANCE/WARRANTY:** Contractor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
25. **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.
26. **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.

27. **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.
28. **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 quote document.

29. **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
 3. **Contract.**
30. **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.
31. **PRESERVATION OF RECORDS:** If the University provides any data to Contractor pursuant to this Agreement then 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.

32. **CONTRACTOR EMPLOYEE BACKGROUND CHECKS:** The Supplier shall, at no additional cost to the University, secure appropriate background checks on all employees to be assigned to any resulting contract. These background checks shall include criminal conviction and sex offender checks at a minimum. These background checks shall be maintained by the supplier 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 Supplier's employees to be placed on a University assignment at its sole discretion. The Supplier shall immediately (same day as notification) remove any employee from University property is deemed by the University to be unfit for any reason.

The following pages include terms that are specific to Participating Public Agencies choosing to utilize the U.S. Communities Master Agreement.



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



COMPETITIVE SOLICITATION

FOR

EQUIPMENT RENTAL

**ON BEHALF OF NC STATE UNIVERSITY AND OTHER
GOVERNMENT AGENCIES**

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP #63-JGD10070

OVERVIEW

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 a complete line of Equipment Rental (herein "Products and Services").

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY.

2. OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible products and services.

3. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

This Solicitation is to establish a nationwide master agreement for the acquisition of the following products and/or services. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category.

The intent is for each Supplier to submit its complete line of Equipment Rental so that Participating Public Agencies may order a wide array of products, services and solutions as appropriate for their needs. Suppliers should have a demonstrated experience in providing the Products as defined in this RFP, including but not limited to:

- A. **Equipment Rental:** The complete range of equipment rental, including but not limited to, Construction Equipment (heavy and light), Aerial Lift and Scaffold, Earth Moving, Electrical, Material Handling, Trucks (heavy and light) and any other equipment rental offered by Supplier.

B. Optional Equipment Lease or Purchase and Other Related Products and Services:

If offered by the Supplier, the complete range of equipment for lease or purchase, including but not limited to, Construction Equipment (heavy and light), Aerial Lift and Scaffold, Earth Moving, Electrical, Material Handling, Trucks (heavy and light) and any other equipment available for lease or purchase from Supplier as well as any related products and services available from Supplier.

U.S. COMMUNITIES

4. U.S. COMMUNITIES

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

National Sponsors

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

Advisory Board

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

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

Current U.S. Communities Advisory Board Members

North Carolina State University, NC	City of Chicago, IL
City of Los Angeles, CA	City of Houston, TX
Cobb County, GA	Los Angeles County, CA
Denver Public Schools, CO	Maricopa County, AZ
Fresno Unified School District, CA	Miami-Dade County, FL
City and County of Denver, CO	Salem-Keizer School District, OR
Emory University, GA	San Diego Unified School District, CA
Fairfax County, VA	City of Seattle, WA
Harford County Public Schools, MD	Great Valley School District, PA
City of Kansas City, MO	Auburn University, AL
Hennepin County, MN	City of San Antonio, TX
Collier County Public Schools, FL	Orange County, NY
Port of Portland, OR	

Participating Public Agencies

Today more than 57,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.3 Billion Dollars in products and services annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

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

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 as Appendix B.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 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 2012 purchased more than \$135 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

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

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

- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

Marketplace

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

Multiple Awards

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

Evaluation of Proposals

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

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

SUPPLIER QUALIFICATIONS

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

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

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

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

- (A) A dedicated U.S. Communities internet web-based homepage containing:
 - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
 - (2) Copy of original 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. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, 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

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

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

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

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

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
YES____ NO____
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?
YES____ NO____
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in all 35 U.S. states?
YES____ NO____
- D. Did your company have sales greater than \$50 million last year in the United States?
YES____ NO____
- E. Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?
YES____ NO____
- 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 agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES____ NO____
- H. 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____
- I. Will your company commit to the following program implementation schedule?
YES____ NO____
- J. 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
Discuss expectations		
Establish initial contact people & roles		
Outline kickoff plan		
Establish WebEx training date		
2. Second Conference Call		One Week
Review Contract Commitments		
3. Executed Legal Documents		One Week
U.S. Communities Administration Agreement		
Lead Public Agency agreement signed		
4. Supplier Login Established		One Week
Complete Supplier Set Up form		
Complete user account & user ID form		
5. Initial Sr. Management Meeting		Two Weeks
Implementation Process Progress		
U.S. Communities & Supplier Organizational Overview		
Supplier Manager to review and further discuss commitments		
6. Initial National Account Manager (NAM) & Staff Training Meetings		Two Weeks
Discuss expectations, roles & responsibilities		
Introduce and review web-based tools		
Review process & expectations with NAM and lead referral person		
7. Review Top Joint Target Opportunities		Four Weeks
Top 10 local contracts		
Review top U.S. Communities Participating Public Agencies (PPA)		
8. Program Contact Requirements		One Week
Supplier contacts communicated to U.S. Communities Staff		
Dedicated email		
Dedicated toll free number		
Dedicated fax number		
9. Web Development		
Initiate IT contact		One Week
Initiate E-Commerce Conversation		One Week
Begin Website construction		Two Weeks
Website final edit		Five Weeks
Product upload to U.S. Communities site		Five Weeks
10. Sales Training & Roll Out		
Program Manager (PM) briefing - Coordinate with NAM		Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM		Three Weeks
Establish 90-day face-to-face training plan/strategy session for all sales –with NAM & PM		Two Weeks
Top 10 metro areas - Coordinate with NAM & PM		Four Weeks

Initiate contact with Advisory Board (AB) members	Four Weeks
11. Marketing	Six Weeks
General announcement	
1 Page Summary with Supplier contacts	
Branding of program	
Supplier handbook	
Announcement to AB and Sponsors	

SUPPLIER INFORMATION

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

Supplier Qualifications

1. Supplier must include a narrative of its understanding and acceptance of the Supplier Commitments.

Company

1. 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	Tucson	AZ
10	Los Angeles	CA
12	San Francisco	CA
6	San Diego	CA
5	Sacramento	CA
3	Fresno	CA
	Etc.	Etc.
Total: 366		

2. Number and location of distribution outlets or retail locations in the United States (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales for 2010, 2011 and 2012 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2010, 2011, AND 2012			
Segment	2010 Sales	2011 Sales	2012 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

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

Distribution

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
5. 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.

Marketing

1. Outline your company's plan for marketing the Products to State and local government agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.

4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the amount of purchases of existing public agency clients that your company will transition to the U.S. Communities contract for the initial three years of the contract in the following format within your proposal.
 - a. \$ _____ .00 will be transitioned in year one.
 - b. \$ _____ .00 will be transitioned in year two.
 - c. \$ _____ .00 will be transitioned in year three.
5. Please submit the resume of the person your company proposes to serve as the National Accounts Manager. Also provide the resume for each person that will be dedicated full time to U.S. Communities account management along with key executive personnel that will be supporting the program.

Products, Services and Solutions

1. Provide a description of the Equipment Rental Products and Services to be provided by the major product category set forth in this 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. Provide a description of any optional Equipment Lease or Purchase of Products and Services to be provided by the major product category set forth in this RFP, including any related products and services offered by Supplier. Describe your capabilities on a nationwide basis.
3. State your normal delivery time (in days) and any options for expediting delivery.
4. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?
5. State restocking fees and procedures for returning products.
6. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
7. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology.

Quality

1. Describe your company's quality control processes.
2. Describe your problem escalation process.
3. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?

4. Describe and provide any product or service warranties.

Administration

1. Describe your company's capacity to employ EDI, telephone, ecommerce, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
2. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
3. Describe your company's ecommerce capabilities, including details about your ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). Please detail where you have integrated with a public agency's ERP (PeopleSoft, Lawson, Oracle, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.
4. Describe your company's implementation and success with existing multi-state cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information.
5. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
6. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.
7. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Financial Statements

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

National Staffing Plan

A staffing plan is required which describes the Supplier's proposed staff distribution to implement and manage this contract throughout the term of the contract. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline of each member's involvement throughout the contract. It is mandatory that this section identify the key personnel who are to be engaged in this contract, their relationship to the contracting organization, and amount of time to be devoted to the contract.

Environmental

1. Provide a brief description of any company environmental initiatives, including your company's environmental strategy, your investment in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy.
2. Describe your company's process for defining green products or sustainable processes.
3. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Additional Information

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

Appendix A

ADMINISTRATION AGREEMENT

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

RECITALS

WHEREAS, _____ ("Lead Public Agency") has entered into a certain Master Agreement dated as of _____, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of _____ (the "Products 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 as the administrative agent for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

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

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

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

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

ARTICLE I

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

ARTICLE II

TERM OF AGREEMENT

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

ARTICLE III

REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities' Representations and Covenants.

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

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

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

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

(a) Corporate 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 direct 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 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, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall

assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

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

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

(A) A dedicated U.S. Communities internet web-based homepage containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original 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. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, 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 Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct an extensive audit of Supplier's pricing at Supplier's sole cost and expense. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Lead Public Agency or U.S. Communities.

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of 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. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

(a) Monthly Sales Reports shall include all sales reporting under the Master Agreement, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

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

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

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

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

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

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

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

ARTICLE VI

MISCELLANEOUS

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

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

6.3 Assignment.

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

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

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

U.S. Communities:

U.S. Communities
2999 Oak Road, Suite 710
Walnut Creek, California 94597
Attn: Program Manager Administration

Supplier:

Attn: U.S. Communities Program Manager

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank – Signatures Follow]

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

By _____

Name: _____

Title: _____

ATTACHMENT A

MASTER AGREEMENT

(North Carolina State University Master Agreement/Contract to be attached at time of award.)

ATTACHMENT B

SALES REPORT FORMAT

Appendix B - US (Data Format)

Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	160	89518997	CITY OF LAMGMT EMPL SVCS	Purchasing	555 RAMREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	160	94868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89495461	CITY OF LA/COMMUNITY AFFAIR	Purchasing	555 RAMREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2012	2	5	318.00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.00

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

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

Appendix B

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

STATE NOTICE ADDENDUM

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

Nationwide:

[http://www.usa.gov/Agencies/Local Government/Cities.shtml](http://www.usa.gov/Agencies/Local%20Government/Cities.shtml)

Other states:

State of Oregon, State of Hawaii, State of Washington

State: HI	Hilo
Account Type: HI Counties, Cities, Colleges	Holualoa
Hawaii County	Honaunau
Honolulu County	Honokaa
Kauai County	Honolulu
Maui County	Honomu
Kalawao County	Hoolehua
Aiea	Kaaawa
Anahola	Kahuku
Barbers Point N A S	Kahului
Camp H M Smith	Kailua
Captain Cook	Kailua Kona
Eleele	Kalaheo
Ewa Beach	Kalaupapa
Fort Shafter	Kamuela
Haiku	Kaneohe
Hakalau	Kapaa
Haleiwa	Kapaau
Hana	Kapolei
Hanalei	Kaunakani
Hanamaulu	Kaunakakai
Hanapepe	Kawela Bay
Hauula	Keaau
Hawaii National Park	Kealahou
Hawaiian Ocean View	Kealahou
Hawi	Kekaha
Hickam AFB	Kihei
	Kilauea

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

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

State: HI (106 records)

Account Type: K-12 (13 records)

ST JOHN THE BAPTIST
Waimanalo Elementary and Intermediate School
Kailua High School
PACIFIC BUDDHIST ACADEMY
HAWAII TECHNOLOGY ACADEMY
CONGREGATION OF CHRISTIAN BROTHERS
OF HAWAII, INC.
MARYKNOLL SCHOOL
ISLAND SCHOOL
KE KULA O S. M. KAMAKAU
KAMEHAMEHA SCHOOLS
HANAHAU'OLI SCHOOL
EMMANUAL LUTHERAN SCHOOL
Our Savior Lutheran School

Account Type: County (3 records)

BOARD OF WATER SUPPLY
MAUI COUNTY COUNCIL
Honolulu Fire Department

Account Type: Non-Profit (61 records)

Naalehu Assembly of God
University of the Nations
outrigger canoe club
One Kalakaua
Native Hawaiian Hospitality Association
St. Theresa School
Hawaii Peace and Justice
Kauai Youth Basketball Association
NA HALE O MAUI
LEEWARD HABITAT FOR HUMANITY
WAIANAE COMMUNITY OUTREACH
NA LEI ALOHA FOUNDATION
HAWAII FAMILY LAW CLINIC DBA ALA
KUOLA
BUILDING INDUSTRY ASSOCIATION OF
HAWAII
UNIVERSITY OF HAWAII FEDERAL CREDIT
UNION
LANAKILA REHABILITATION CENTER INC.
POLYNESIAN CULTURAL CENTER
CTR FOR CULTURAL AND TECH
INTERCHNG BETW EAST AND WEST

BISHOP MUSEUM
ALCOHOLIC REHABILITATION SVS OF HI
INC DBA HINA MAUKA
ASSOCIATION OF OWNERS OF KUKUI
PLAZA
MAUI ECONOMIC DEVELOPMENT BOARD
NETWORK ENTERPRISES, INC.
HONOLULU HABITAT FOR HUMANITY
ALOHACARE
ORI ANUENUE HALE, INC.
IUPAT, DISTRICT COUNCIL 50
GOODWILL INDUSTRIES OF HAWAII, INC.
HAROLD K.L. CASTLE FOUNDATION
MAUI ECONOMIC OPPORTUNITY, INC.
EAH, INC.
PARTNERS IN DEVELOPMENT
FOUNDATION
HABITAT FOR HUMANITY MAUI
W. M. KECK OBSERVATORY
HAWAII EMPLOYERS COUNCIL
HAWAII STATE FCU
MAUI COUNTY FCU
PUNAHOU SCHOOL
YMCA OF HONOLULU
EASTER SEALS HAWAII
AMERICAN LUNG ASSOCIATION
Hawaii Area Committee
St. Francis Medical Center
READ TO ME INTERNATIONAL
FOUNDATION
MAUI FAMILY YMCA
WAILUKU FEDERAL CREDIT UNION
ST. THERESA CHURCH
HALE MAHAOLU
Hawaii Island Humane Society
First United Methodist Church
AOAO Royal Capitol Plaza
MARINE SURF WAIKIKI, INC.
Hawaii Health Connector
Hawaii Carpenters Market Recovery Program
Fund
Puu Heleakala Community Association
Saint Louis School
Kailua Racquet Club, Ltd.
Homewise Inc.
Hawaii Baptist Academy
prod test kindly ignore HI - DP

Kroc Center Hawaii

Account Type: College and University (7 records)

ARGOSY UNIVERSITY
HAWAII PACIFIC UNIVERSITY
UNIVERSITY OF HAWAII AT MANOA
RESEARCH CORPORATION OF THE
UNIVERSITY OF HAWAII
BRIGHAM YOUNG UNIVERSITY - HAWAII
University Clinical Research and Association
CHAMINADE UNIVERSITY OF HONOLULU

Account Type: Other (5 records)

Hawaii Information Consortium
TURTLE BAY RESORT GOLF CLUB
Leeward Community Church
Queen Emma Gardens AOA

Account Type: City (1 record)

COUNTY OF MAUI

Account Type: Community College (2 records)

Honolulu Community College
COLLEGE OF THE MARSHALL ISLANDS

Account Type: State Agency (11 records)

DOT Airports Division Hilo International Airport
Judiciary - State of Hawaii
STATE OF HAWAII, DEPT. OF EDUCATION
ADMIN. SERVICES OFFICE
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
HAWAII CHILD SUPPORT ENFORCEMENT
AGENCY
HAWAII HEALTH SYSTEMS CORPORATION
HAWAII AGRICULTURE RESEARCH
CENTER
STATE OF HAWAII
Third Judicial Circuit - State of Hawaii

Account Type: Consolidated City/County (1 record)

CITY AND COUNTY OF HONOLULU

Account Type: Federal (2 records)

US Navy

Defense Information System Agency

State: OR (1,048 records)

Account Type: K-12 (197 records)

VALLEY CATHOLIC SCHL
Bethel School District #52
St. Therese Parish/School
Portland YouthBuilders
Wallowa County ESD
Fern Ridge School District 28J
MOLALLA RIVER ACADEMY
HIGH DESERT EDUCATION SERVICE
DISTRICT
SOUTHWEST CHARTER SCHOOL
WHITEAKER MONTESSORI SCHOOL
CASCADES ACADEMY OF CENTRAL
OREGON
NEAH-KAH-NIE DISTRICT NO.56
INTER MOUNTAIN ESD
STANFIELD SCHOOL DISTRICT
LA GRANDE SCHOOL DISTRICT
CASCADE SCHOOL DISTRICT
DUFUR SCHOOL DISTRICT NO.29
hillsboro school district
GASTON SCHOOL DISTRICT 511J
BEAVERTON SCHOOL DISTRICT
COUNTY OF YAMHILL SCHOOL DISTRICT
29
WILLAMINA SCHOOL DISTRICT
MCMINNVILLE SCHOOL DISTRICT NO.40
Sheridan School District 48J
THE CATLIN GABEL SCHOOL
NORTH WASCO CTY SCHOOL DISTRICT 21 -
CHENOWITH
CENTRAL CATHOLIC HIGH SCHOOL
CANYONVILLE CHRISTIAN ACADEMY
GEN CONF OF SDA CHURCH WESTERN OR
PORTLAND ADVENTIST ACADEMY
OUR LADY OF THE LAKE SCHOOL
NYSSA SCHOOL DISTRICT NO. 26
ARLINGTON SCHOOL DISTRICT NO. 3
LIVINGSTONE ADVENTIST ACADEMY
Santiam Canyon SD 129J
WEST HILLS COMMUNITY CHURCH
BANKS SCHOOL DISTRICT

WILLAMETTE EDUCATION SERVICE DISTRICT
 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
 HARNEY EDUCATION SERVICE DISTRICT
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
 SILVER FALLS SCHOOL DISTRICT
 St Helens School District
 DAYTON SCHOOL DISTRICT NO.8
 Amity School District 4-J
 SCAPPOOSE SCHOOL DISTRICT 1J
 REEDSPORT SCHOOL DISTRICT
 FOREST GROVE SCHOOL DISTRICT
 DAVID DOUGLAS SCHOOL DISTRICT
 LOWELL SCHOOL DISTRICT NO.71
 TIGARD-TUALATIN SCHOOL DISTRICT
 SHERWOOD SCHOOL DISTRICT 88J
 RAINIER SCHOOL DISTRICT
 NORTH CLACKAMAS SCHOOL DISTRICT
 MONROE SCHOOL DISTRICT NO.1J
 CHILDPEACE MONTESSORI
 HEAD START OF LANE COUNTY
 HARNEY COUNTY SCHOOL DIST. NO.3
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 ARCHBISHOP FRANCIS NORBERT
 BLANCHET SCHOOL
 LEBANON COMMUNITY SCHOOLS NO.9
 MT.SCOTT LEARNING CENTERS
 SEVEN PEAKS SCHOOL
 DE LA SALLE N CATHOLIC HS
 MULTISENSORY LEARNING ACADEMY
 MITCH CHARTER SCHOOL
 REALMS CHARTER SCHOOL
 BAKER SCHOOL DISTRICT 5-J
 PHILOMATH SCHOOL DISTRICT
 CLACKAMAS EDUCATION SERVICE DISTRICT
 CANBY SCHOOL DISTRICT
 OREGON TRAIL SCHOOL DISTRICT NO.46
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 MOLALLA RIVER SCHOOL DISTRICT NO.35
 ESTACADA SCHOOL DISTRICT NO.108

GLADSTONE SCHOOL DISTRICT
 ASTORIA SCHOOL DISTRICT 1C
 SEASIDE SCHOOL DISTRICT 10
 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
 VERNONIA SCHOOL DISTRICT 47J
 SOUTH COAST EDUCATION SERVICE DISTRICT
 COOS BAY SCHOOL DISTRICT NO.9
 COOS BAY SCHOOL DISTRICT
 NORTH BEND SCHOOL DISTRICT 13
 COQUILLE SCHOOL DISTRICT 8
 MYRTLE POINT SCHOOL DISTRICT NO.41
 BANDON SCHOOL DISTRICT
 BROOKING HARBOR SCHOOL DISTRICT NO.17-C
 REDMOND SCHOOL DISTRICT
 DESCHUTES COUNTY SD NO.6 - SISTERS SD
 DOUGLAS EDUCATION SERVICE DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 GLIDE SCHOOL DISTRICT NO.12
 SOUTH UMPQUA SCHOOL DISTRICT #19
 YONCALLA SCHOOL DISTRICT NO.32
 ELKTON SCHOOL DISTRICT NO.34
 DOUGLAS COUNTY SCHOOL DISTRICT 116
 HOOD RIVER COUNTY SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NO.4
 CENTRAL POINT SCHOOL DISTRICT NO. 6
 JACKSON CO SCHOOL DIST NO.9
 ROGUE RIVER SCHOOL DISTRICT NO.35
 MEDFORD SCHOOL DISTRICT 549C
 CULVER SCHOOL DISTRICT NO.
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 GRANTS PASS SCHOOL DISTRICT 7
 LOST RIVER JR/SR HIGH SCHOOL
 KLAMATH FALLS CITY SCHOOLS
 LANE COUNTY SCHOOL DISTRICT 4J
 SPRINGFIELD SCHOOL DISTRICT NO.19
 CRESWELL SCHOOL DISTRICT
 SOUTH LANE SCHOOL DISTRICT 45J3
 LANE COUNTY SCHOOL DISTRICT 69
 SIUSLAW SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 LINN CO. SCHOOL DIST. 95C - SCIO SD
 ONTARIO MIDDLE SCHOOL

GERVAIS SCHOOL DIST. #1
 NORTH SANTIAM SCHOOL DISTRICT 29J
 JEFFERSON SCHOOL DISTRICT
 SALEM-KEIZER PUBLIC SCHOOLS
 MT. ANGEL SCHOOL DISTRICT NO.91
 MARION COUNTY SCHOOL DISTRICT 103 -
 WASHINGTON ES
 MORROW COUNTY SCHOOL DISTRICT
 MULTNOMAH EDUCATION SERVICE
 DISTRICT
 GRESHAM-BARLOW SCHOOL DISTRICT
 DALLAS SCHOOL DISTRICT NO. 2
 CENTRAL SCHOOL DISTRICT 13J
 St. Mary Catholic School
 CROSSROADS CHRISTIAN SCHOOL
 ST. ANTHONY SCHOOL
 HERITAGE CHRISTIAN SCHOOL
 BEND-LA PINE SCHOOL DISTRICT
 GLENDALE SCHOOL DISTRICT
 LINCOLN COUNTY SCHOOL DISTRICT
 PORTLAND PUBLIC SCHOOLS
 REYNOLDS SCHOOL DISTRICT
 CENTENNIAL SCHOOL DISTRICT
 NOBEL LEARNING COMMUNITIES
 St. Stephen's Academy
 Salem-Keizer 24J
 McKay High School
 Pine Eagle Charter School
 Waldo Middle School
 hermiston school district
 Clear Creek Middle School
 Marist High School
 Victory Academy
 Vale School District No. 84
 St. Mary School
 Junction City High School
 Three Rivers School District
 Pedee School
 Fern Ridge School District
 Ppme Education Committee
 JESUIT HIGH SCHL EXEC OFC
 LASALLE HIGH SCHOOL
 Southwest Christian School
 Stayton Christian School
 Willamette Christian School

Westside Christian High School
 CS LEWIS ACADEMY
 Portland America School
 Forest Hills Lutheran School
 Sunrise Preschool
 Mosier Community School
 Koreducators Lep High
 Warrenton Hammond School District
 Sutherlin School District
 Malheur Elementary School District
 Ontario School District
 Parkrose School District 3
 Riverdale School District 51J
 Tillamook School District
 Trinity Lutheran Church and School
 Siletz Valley School
 Madeleine School
 South Columbia Family School
 Helix School District
 Corvallis School District 509J
 Falls City School District #57
 Portland Christian Schools
 Muddy Creek Charter School
 Yamhill Carlton School District
 ABIQUA SCHL
 Imbler School District #11
 monument school
 St. Paul School District
 L'Etoiile French Immersion School
 Marist Catholic High School
 Ukiah School District 80R
 North Powder Charter School
 French American School
 Mastery Learning Institute
 North Lake School District 14

Account Type: County (44 records)

GILLIAM COUNTY OREGON
 HOUSING AUTHORITY OF CLACKAMAS
 COUNTY
 UMATILLA COUNTY, OREGON
 MULTNOMAH LAW LIBRARY
 clackamas county
 CLATSOP COUNTY
 COLUMBIA COUNTY, OREGON

coos county
 CROOK COUNTY ROAD DEPARTMENT
 CURRY COUNTY OREGON
 DESCHUTES COUNTY
 GILLIAM COUNTY
 GRANT COUNTY, OREGON
 HARNEY COUNTY SHERIFFS OFFICE
 HOOD RIVER COUNTY
 jackson county
 josephine county
 klamath county
 LANE COUNTY
 LINN COUNTY
 MARION COUNTY , SALEM, OREGON
 MULTNOMAH COUNTY
 SHERMAN COUNTY
 WASCO COUNTY
 YAMHILL COUNTY
 WALLOWA COUNTY
 ASSOCIATION OF OREGON COUNTIES
 NAMI LANE COUNTY
 BENTON COUNTY
 DOUGLAS COUNTY
 JEFFERSON COUNTY
 LAKE COUNTY
 LINCOLN COUNTY
 POLK COUNTY
 UNION COUNTY
 WASHINGTON COUNTY
 MORROW COUNTY
 NORCOR Juvenile Detention
 Tillamook County Estuary
 Job Council
 Mckenzie Personnel Services
 Columbia Basin Care Facility
 BAKER CNTY GOVT
 TILLAMOOK CNTY

Account Type: Non-Profit (453 records)

Mt Emily Safe Center
 Salem First Presbyterian Church
 Rolling Hills Baptist Church
 Baker Elks
 Gates Community Church of Christ
 PIP Corps LLC

Turtle Ridge Wildlife Center
 Grande Ronde Model Watershed Foundation
 Western Environmental Law Center
 Mercy Flights, Inc.
 HHoly Trinity Greek Orthodox Cathedral
 MECOP Inc.
 Beaverton Christians Church
 Oregon Humanities
 St. Pius X School
 Community Connection of Northeast Oregon, Inc.
 Living Opportunities, Inc.
 Coos Art Museum
 OETC
 Blanchet House of Hospitality
 Merchants Exchange of Portland, Oregon
 Coalition for a Livable Future
 Central Oregon Visitors Association
 Soroptimist International of Gold Beach, OR
 Real Life Christian Church
 Delphian School
 AVON
 Human Solutions, Inc.
 The Wallace Medical Concern
 Boys & Girls Club of Salem, Marion & Polk
 Counties
 The Ross Ragland Theater and Cultural Center
 Cascade Health Solutions
 Umpqua Community Health Center
 ALZHEIMERS NETWORK OF OREGON
 NATIONAL WILD TURKEY FEDERATION
 TILLAMOOK ESTUARIES PARTNERSHIP
 LIFEWORKS NW
 COLLEGE HOUSING NORTHWEST
 PARALYZED VETERANS OF AMERICA
 Independent Development Enterprise Alliance
 MID-WILLAMETTE VALLEY COMMUNITY
 ACTION AGENCY, INC
 HALFWAY HOUSE SERVICES, INC.
 REDMOND PROFICIENCY ACADEMY
 OHSU FOUNDATION
 SHELTERCARE
 PRINGLE CREEK SUSTAINABLE LIVING
 CENTER
 PACIFIC INSTITUTES FOR RESEARCH
 Mental Health for Children, Inc.
 The Dreaming Zebra Foundation

LAUREL HILL CENTER
 THE OREGON COMMUNITY FOUNDATION
 OCHIN
 WE CARE OREGON
 SE WORKS
 ENTERPRISE FOR EMPLOYMENT AND
 EDUCATION
 OMNIMEDIX INSTITUTE
 PORTLAND BUSINESS ALLIANCE
 GATEWAY TO COLLEGE NATIONAL
 NETWORK
 FOUNDATIONS FOR A BETTER OREGON
 GOAL ONE COALITION
 ATHENA LIBRARY FRIENDS ASSOCIATION
 Coastal Family Health Center
 CENTER FOR COMMUNITY CHANGE
 STAND FOR CHILDREN
 ST. VINCENT DEPAUL OF LANE COUNTY
 EAST SIDE FOURSQUARE CHURCH
 CORVALLIS MOUNTAIN RESCUE UNIT
 InventSuccess
 SHERIDAN JAPANESE SCHOOL
 FOUNDATION
 MOSAIC CHURCH
 HOUSING AUTHORITY OF LINCOLN
 COUNTY
 RENEWABLE NORTHWEST PROJECT
 INTERNATIONAL SUSTAINABLE
 DEVELOPMENT FOUNDATION
 CONSERVATION BIOLOGY INSTITUTE
 THE NATIONAL ASSOCIATION OF CREDIT
 MANAGEMENT-OREGON, INC.
 BLACHLY LANE ELECTRIC COOPERATIVE
 MORNING STAR MISSIONARY BAPTIST
 CHURCH
 NORTHWEST FOOD PROCESSORS
 ASSOCIATION
 INDEPENDENT INSURANCE AGENTS AND
 BROKERS OF OREGON
 OREGON EDUCATION ASSOCIATION
 HEARING AND SPEECH INSTITUTE INC
 SALEM ELECTRIC
 MORRISON CHILD AND FAMILY SERVICES
 JUNIOR ACHIEVEMENT
 CENTRAL BIBLE CHURCH
 MID COLUMBIA MEDICAL CENTER-GREAT
 'N SMALL
 TRILLIUM FAMILY SERVICES, INC.
 YWCA SALEM

PORTLAND ART MUSEUM
 SAINT JAMES CATHOLIC CHURCH
 SOUTHERN OREGON HUMANE SOCIETY
 VOLUNTEERS OF AMERICA OREGON
 CENTRAL DOUGLAS COUNTY FAMILY
 YMCA
 METROPOLITAN FAMILY SERVICE
 OREGON MUSUEM OF SCIENCE AND
 INDUSTRY
 FIRST UNITARIAN CHURCH
 ST. ANTHONY CHURCH
 Good Shepherd Medical Center
 Salem Academy
 ST VINCENT DE PAUL
 OUTSIDE IN
 UNITED CEREBRAL PALSY OF OR AND SW
 WA
 WILLAMETTE VIEW INC.
 PORTLAND HABILITATION CENTER, INC.
 OREGON STATE UNIVERSITY ALUMNI
 ASSOCIATION
 ROSE VILLA, INC.
 NORTHWEST LINE JOINT APPRENTICESHIP
 & TRAINING COMMITTEE
 BOYS AND GIRLS CLUBS OF PORTLAND
 METROPOLITAN AREA
 Oregon Research Institute
 WILLAMETTE LUTHERAN HOMES, INC
 LANE MEMORIAL BLOOD BANK
 PORTLAND JEWISH ACADEMY
 LANECO FEDERAL CREDIT UNION
 GRANT PARK CHURCH
 ST. MARYS OF MEDFORD, INC.
 US CONFERENCE OF MENONNITE
 BRETHREN CHURCHES
 FAITHFUL SAVIOR MINISTRIES
 OREGON CITY CHURCH OF THE NAZARENE
 OREGON COAST COMMUNITY ACTION
 NORTHWEST REGIONAL EDUCATIONAL
 LABORATORY
 COMMUNITY ACTION TEAM, INC.
 EUGENE SYMPHONY ASSOCIATION, INC.
 STAR OF HOPE ACTIVITY CENTER INC.
 SPARC ENTERPRISES
 SOUTHERN OREGON CHILD AND FAMILY
 COUNCIL, INC.
 SALEM ALLIANCE CHURCH
 Lane Council of Governments

FORD FAMILY FOUNDATION
 TRAILS CLUB
 NEWBERG FRIENDS CHURCH
 WOODBURN AREA CHAMBER OF
 COMMERCE
 CONTEMPORARY CRAFTS MUSEUM AND
 GALLERY
 CITY BIBLE CHURCH
 OREGON LIONS SIGHT & HEARING
 FOUNDATION
 PORTLAND WOMENS CRISIS LINE
 THE SALVATION ARMY - CASCADE
 DIVISION
 WILLAMETTE FAMILY
 WHITE BIRD CLINIC
 GOODWILL INDUSTRIES OF LANE AND
 SOUTH COAST COUNTIES
 PLANNED PARENTHOOD OF
 SOUTHWESTERN OREGON
 HOUSING NORTHWEST
 OREGON ENVIRONMENTAL COUNCIL
 LOAVES & FISHES CENTERS, INC.
 FAITH CENTER
 Bob Belloni Ranch, Inc.
 GOOD SHEPHERD COMMUNITIES
 SACRED HEART CATHOLIC DAUGHTERS
 HELP NOW! ADVOCACY CENTER
 TENAS ILLAHEE CHILDCARE CENTER
 SUNRISE ENTERPRISES
 LOOKING GLASS YOUTH AND FAMILY
 SERVICES
 SERENITY LANE
 EAST HILL CHURCH
 LA GRANDE UNITED METHODIST CHURCH
 COAST REHABILITATION SERVICES
 Edwards Center Inc
 ALVORD-TAYLOR INDEPENDENT LIVING
 SERVICES
 NEW HOPE COMMUNITY CHURCH
 KLAMATH HOUSING AUTHORITY
 QUADRIPLLEGICS UNITED AGAINST
 DEPENDENCY, INC.
 SPONSORS, INC.
 COLUMBIA COMMUNITY MENTAL HEALTH
 ADDICTIONS RECOVERY CENTER, INC
 METRO HOME SAFETY REPAIR PROGRAM
 OREGON SUPPORTED LIVING PROGRAM
 SOUTH COAST HOSPICE, INC.

ALLFOURONE/CRESTVIEW CONFERENCE
 CTR.
 The International School
 REBUILDING TOGETHER - PORTLAND INC.
 PENDLETON ACADEMIES
 PACIFIC FISHERY MANAGEMENT COUNCIL
 DOGS FOR THE DEAF, INC.
 PUBLIC DEFENDER SERVICES OF LANE
 COUNTY, INC.
 EMMAUS CHRISTIAN SCHOOL
 DELIGHT VALLEY CHURCH OF CHRIST
 SAINT CATHERINE OF SIENA CHURCH
 PORT CITY DEVELOPMENT CENTER
 VIRGINIA GARCIA MEMORIAL HEALTH
 CENTER
 CENTRAL CITY CONCERN
 CANBY FOURSQUARE CHURCH
 EMERALD PUD
 VERMONT HILLS FAMILY LIFE CENTER
 BENTON HOSPICE SERVICE
 INTERNATIONAL SOCIETY FOR
 TECHNOLOGY IN EDUCATION
 COMMUNITY CANCER CENTER
 OPEN MEADOW ALTERNATIVE SCHOOLS,
 INC.
 CASCADIA BEHAVIORAL HEALTHCARE
 WILD SALMON CENTER
 BROAD BASE PROGRAMS INC.
 SUNNYSIDE FOURSQUARE CHURCH
 TRAINING EMPLOYMENT CONSORTIUM
 RELEVANT LIFE CHURCH
 211INFO
 SONRISE CHURCH
 LIVING WAY FELLOWSHIP
 Women's Safety & Resource Center
 SEXUAL ASSAULT RESOURCE CENTER
 IRCO
 NORTHWEST YOUTH CORPS
 TILLAMOOK CNTY WOMENS CRISIS
 CENTER
 SECURITY FIRST CHILD DEVELOPMENT
 CENTER
 CLASSROOM LAW PROJECT
 YOUTH GUIDANCE ASSOC.
 PREGNANCY RESOUCCE CENTERS OF
 GRETER PORTLAND
 ELMIRA CHURCH OF CHRIST
 JASPER MOUNTAIN

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

ALLIANCE
 BONNEVILLE ENVIRONMENTAL
 FOUNDATION
 SUMMIT VIEW COVENANT CHURCH
 SALMON-SAFE INC.
 BETHEL CHURCH OF GOD
 PROVIDENCE HOOD RIVER MEMORIAL
 HOSPITAL
 SAINT ANDREW NATIVITY SCHOOL
 BARLOW YOUTH FOOTBALL
 SPOTLIGHT THEATRE OF PLEASANT HILL
 FAMILIES FIRST OF GRANT COUNTY, INC.
 TOUCHSTONE PARENT ORGANIZATION
 CANCER CARE RESOURCES
 CASCADIA REGION GREEN BUILDING
 COUNCIL
 SHERMAN DEVELOPMENT LEAGUE, INC.
 SCIENCEWORKS
 WORD OF LIFE COMMUNITY CHURCH
 SOCIAL VENTURE PARTNERS PORTLAND
 OREGON PROGRESS FORUM
 CENTER FOR RESEARCH TO PRACTICE
 WESTERN RIVERS CONSERVANCY
 UNITED WAY OF THE COLUMBIA
 WILLAMETTE
 EUGENE BALLET COMPANY
 EAST WEST MINISTRIES INTERNATIONAL
 SISKIYOU INITIATIVE
 EDUCATIONAL POLICY IMPROVEMENT
 CENTER
 North Pacific District of Foursquare Churches
 CATHOLIC CHARITIES
 FIRST CHURCH OF THE NAZARENE
 WESTSIDE BAPTIST CHURCH
 Little Promises Children's Program
 UNION GOSPEL MISSION
 GRACE BAPTIST CHURCH
 COMMUNITY ACTION ORGANIZATION
 OUTSIDE IN
 MAKING MEMORIES BREAST CANCER
 FOUNDATION, INC.
 ELAW
 COMMUNITY HEALTH CENTER, INC
 Greater Portland INC
 Boys & Girls Club of Corvallis
 Southeast Uplift Neighborhood Coalition
 First United Presbyterian Church

PDX Wildlife
 Jackson-Josephine 4-C Council
 Childswor Learning Center
 New Artists Performing Arts Productions, Inc.
 Relief Nursery
 Viking Sal Senior Center
 Boys and Girls Club of the rogue valley
 DrupalCon Inc., DBA Drupal Association
 Albany Partnership for Housing and Community Development
 Dress for Success Oregon
 Beaverton Rock Creek Foursquare Church
 St Paul Catholic Church
 St Mary's Catholic School and Parish
 Polk Soil and Water Conservation District
 Street Ministry
 La Grande Church of the Nazarene
 Spruce Villa, Inc.
 House of Prayer for All Nations
 Sacred Heart Catholic Church
 African American Health Coaliton, Inc.
 Happy Canyon Company
 Village Home Education Resource Center
 Monet's Children's Circle
 Cascade Housing Association
 Dayspring Fellowship
 Northwest Habitat Institute
 First Baptist Church
 The Nature Conservancy, Willamette Valley Field Office
 Portland Community Reinvestment Initiatives, Inc.
 GeerCrest Farm & Historical Society
 College United Methodist Church
 NEDCO
 Salem Evangelical Church
 Daystar Education, Inc.
 Oregon Social Learning Center
 Pain Society of Oregon
 environmental law alliance worldwide
 Community in Action
 Safe Harbors
 Pacific Classical Ballet
 Depaul Industries
 African American Health Coalition
 Ministerio International Casa

Jesus Prayer Book
 Workforce Northwest Inc
 Coalition Of Community Health
 New Paradise Worship Center
 River Network
 CCI Enterprises Inc
 Oregon Nurses Association
 GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE
 Mount Angel Abbey
 YMCA OF ASHLAND
 YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION SERVICES
 Multnomah Law Library
 Friends Of Tryon Creek State P
 Ontrack Inc.
 Calvin Presbyterian Church
 HOLT INTL CHILD
 St John The Baptist Catholic
 Portland Foursquare Church
 Portland Christian Center
 Church Extension Plan
 Occu Afghanistan Relief Effort
 EUGENE FAMILY YMCA
 Christ The King Parish and School
 Congregation Neveh Shalom
 Newberg Christian Church
 First United Methodist Church
 Zion Lutheran Church
 Hoodview Christian Church
 Southwest Bible Church
 Community Works Inc
 Masonic Lodge Pearl 66
 Molalla Nazarene Church
 Transition Projects, Inc
 St Michaels Episcopal Church
 Saint Johns Catholich Church
 Access Inc
 Step Forward Activities Inc
 Lane Arts Council
 Community Learning Center
 Old Mill Center for Children and Families
 Sunny Oaks Inc
 Little Flower Development Center
 Hospice Center Bend La Pine

P E C I

Westside Foursquare Church
 Relief Nursery Inc
 Morning Star Community Church
 MULTNOMAH DEFENDERS INC
 Providence Health System
 Holy Trinity Catholic Church
 Holy Redeemer Catholic Church
 Alliance Bible Church
 Mid Columbia Childrens Council
 HUMANE SOCIETY OF REDMOND
 Integral Youth Services
 Our Redeemer Lutheran Church
 Kbps Public Radio
 Skyball Salem Keizer Youth Bas
 Open Technology Center
 Grace Chapel
 CHILDREN'S MUSEUM 2ND
 Oregon District 7 Little League
 Portland Schools Alliance
 My Fathers House
 Solid Rock
 West Chehalem Friends Church
 Eugene Creative Care
 Guide Dogs For The Blind
 Children Center At Trinity
 St. Katherine's Catholic Church
 Scottish Rite
 THE NEXT DOOR
 NATIONAL PSORIASIS FOUNDATION
 NEW BEGINNINGS CHRISTIAN CENTER
 HIGHLAND UNITED CHURCH OF CHRIST
 OREGON REPERTORY SINGERS
 HIGHLAND HAVEN
 FAIR SHARE RESEARCH AND EDUCATION
 FUND
 First Baptist Church of Enterprise
 Oregon Nikkei Endowment
 Eastern Oregon Alcoholism Foundation
 Grantmakers for Education
 The ALS Association Oregon and SW Washington
 Chapter
 Children's Relief Nursery
 Energy Trust of Oregon
 Oregon Psychoanalytic Center

Store to Door
 Depaul Industries
 Union County Economic Development Corp.
 Camelto Theatre Company
 Camp Fire Columbia
 TAKE III OUTREACH
 Sandy Seventh-day Adventist Church
 A FAMILY FOR EVERY CHILD
 1000 FRIENDS OF OREGON
 NAMI of Washington County
 Temple Beth Israel
 Albertina Kerr Centers
 St. Matthew Catholic School
 Serendipity Center Inc
 Center for Family Development
 West Salem Foursquare Church
 Ashland Art Center
 Apostolic Church of Jesus Christ
 DOUGLAS FOREST PROTECTIVE
 Oregon Lyme Disease Network
 Ecotrust
 SPECIAL MOBILITY SERVICES
 Ronald McDonald House Charities of Oregon &
 Southwest Washington
 Center for Human Development
 DePaul Treatment Centers, Inc.
 Mission Increase Foundation
 Portland Japanese Garden
 The Madeleine Parish
 The Tucker-Maxon Oral School
 Southwest Neighborhoods, Inc
 Wallowa Valley Center For Wellness
 Portland Oregon Visitors Association
 Southern Oregon Project Hope
 Our United Villages
 Samaritan Health Services Inc.
 Kilchis House
 Grace Lutheran School
 Western Mennonite School

**Account Type: College and University (28
 records)**

Oregon State University
 Treasure Valley Community College
 Unviersity of Oregon

OREGON UNIVERSITY SYSTEM
 WESTERN STATES CHIROPRACTIC
 COLLEGE
 GEORGE FOX UNIVERSITY
 LEWIS AND CLARK COLLEGE
 PACIFIC UNIVERSITY
 REED COLLEGE
 WILLAMETTE UNIVERSITY
 LINFIELD COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NORTHWEST CHRISTIAN COLLEGE
 NATIONAL COLLEGE OF NATURAL
 MEDICINE
 BLUE MOUNTAIN COMMUNITY COLLEGE
 PORTLAND STATE UNIV.
 CLACKAMAS COMMUNITY COLLEGE
 MARYLHURST UNIVERSITY
 OREGON HEALTH AND SCIENCE
 UNIVERSITY
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 pacific u
 UNIVERSITY OF OREGON
 CONCORDIA UNIV
 Marylhurst University
 Corban College
 Oregon Center For Advanced T
 Beta Omega Alumnae
 Oregon Institute of Technology

Account Type: Other (45 records)

Clackamas River Water Providers
 eickhoff dev co inc
 The Klamath Tribe
 Life Flight Network LLC
 COVENANT RETIREMENT COMMUNITIES
 PENTAGON FEDERAL CREDIT UNION
 SAIF CORPORATION
 GREATER HILLSBORO AREA CHAMBER OF
 COMMERCE
 LANE ELECTRIC COOPERATIVE
 USAGENCIES CREDIT UNION
 DOUGLAS ELECTRIC COOPERATIVE, INC.
 ROGUE FEDERAL CREDIT UNION
 PACIFIC CASCADE FEDERAL CREDIT
 UNION
 PACIFIC STATES MARINE FISHERIES
 COMMISSION

LOCAL GOVERNMENT PERSONNEL
 INSTITUTE
 MID COLUMBIA COUNCIL OF
 GOVERNMENTS
 CLACKAMAS RIVER WATER
 GRANTS PASS MANAGEMENT SERVICES,
 DBA
 SPIRIT WIRELESS
 Clatskanie People's Utility District
 Heartfelt Obstetrics & Gynecology
 Coquille Economic Development Corporation
 CITY/COUNTY INSURANCE SERVICE
 PIONEER COMMUNITY DEVELOPMENT
 Cornerstone Association Inc
 COMMUNITY CYCLING CENTER
 NPKA
 Shangri La
 Portland Impact
 Eagle Fern Camp
 NORTHWEST VINTAGE CAR AND
 MOTORCYCLE
 K Churchill Estates
 Cvalco
 KLAMATH FAMILY HEAD START
 RIVER CITY DANCERS
 Oregon Permit Technical Association
 KEIZER EAGLES AERIE 3895
 Pgma/Cathie Bourne
 Astra
 CSC HEAD START
 Beit Hallel
 Oregon Public Broadcasting
 Halsey-Shedd Fire District
 crescent grove cemetery
 EOU - NEOAHEC

Account Type: City Special District (21 records)

Molalla Rural Fire Protection District
 MONMOUTH - INDEPENDENCE NETWORK
 MALIN COMMUNITY PARK AND
 RECREATION DISTRICT
 TILLAMOOK PEOPLES UTILITY DISTRICT
 GLADSTONE POLICE DEPARTMENT
 GOLD BEACH POLICE DEPARTMENT
 THE NEWPORT PARK AND RECREATION
 CENTER

RIVERGROVE WATER DISTRICT
 WEST VALLEY HOUSING AUTHORITY
 TUALATIN VALLEY FIRE & RESCUE
 GASTON RURAL FIRE DEPARTMENT
 CITY COUNTY INSURANCE SERVICES
 METRO
 Roseburg Police Department
 SOUTH SUBURBAN SANITARY DISTRICT
 OAK LODGE SANITARY DISTRICT
 SOUTH FORK WATER BOARD
 SUNSET EMPIRE PARK AND RECREATION
 SPRINGFIELD UTILITY BOARD
 Tillamook Urban Renewal Agency
 Boardman Rural Fire Protection District

Account Type: Independent Special District (43 records)

Silverton Fire District
 Lewis and Clark Rural Fire Protection District
 Rainbow Water District
 Illinois Valley Fire District
 PORT OF TILLAMOOK BAY
 TRI-COUNTY HEALTH CARE SAFETY NET
 ENTERPRISE
 METROPOLITAN EXPOSITION-RECREATION
 COMMISSION
 REGIONAL AUTOMATED INFORMATION
 NETWORK
 OAK LODGE WATER DISTRICT
 THE PORT OF PORTLAND
 WILLAMALANE PARK AND RECREATION
 DISTRICT
 TUALATIN VALLEY WATER DISTRICT
 UNION SOIL & WATER CONSERVATION
 DISTRICT
 LANE EDUCATION SERVICE DISTRICT
 TUALATIN HILLS PARK AND RECREATION
 DISTRICT
 PORT OF SIUSLAW
 CHEHALEM PARK AND RECREATION
 DISTRICT
 PORT OF ST HELENS
 LANE TRANSIT DISTRICT
 CENTRAL OREGON INTERGOVERNMENTAL
 COUNCIL
 HOODLAND FIRE DISTRICT NO.74
 WEST MULTNOMAH SOIL AND WATER
 CONSERVATION DISTRICT
 SALEM AREA MASS TRANSIT DISTRICT

Banks Fire District #13
 KLAMATH COUNTY 9-1-1
 GLENDALE RURAL FIRE DISTRICT
 COLUMBIA 911 COMMUNICATIONS
 DISTRICT
 NW POWER POOL
 Lowell Rural Fire Protection District
 TriMet Transit
 Estacada Rural Fire District
 Keizer Fire District
 State Accident Insurance Fund Corporation
 Bend Metro Park & Recreation District
 La Pine Park & Recreation District
 Siuslaw Public Library District
 Columbia River Fire & Rescue
 Seal Rock Water District
 Rockwood Water P.U.D.
 Tillamook Fire District
 Tillamook County Transportation Dist
 Central Lincoln People's Utility District
 Jefferson Park and Recreation

Account Type: City (130 records)

Brookings Fire / Rescue
 City of Veneta
 CITY OF DAMASCUS
 Hermiston Fire & Emergency Svcs
 CEDAR MILL COMMUNITY LIBRARY
 CITY OF LAKE OSWEGO
 EUGENE WATER & ELECTRIC BOARD
 LEAGUE OF OREGON CITIES
 CITY OF SANDY
 CITY OF ASTORIA OREGON
 CITY OF BEAVERTON
 CITY OF BOARDMAN
 CITY OF CANBY
 CITY OF CANYONVILLE
 CITY OF CENTRAL POINT POLICE
 DEPARTMENT
 CITY OF CLATSKANIE
 CITY OF CONDON
 CITY OF COOS BAY
 CITY OF CORVALLIS
 CITY OF CRESWELL
 CITY OF ECHO

CITY OF ESTACADA
CITY OF EUGENE
CITY OF FAIRVIEW
CITY OF GEARHART
CITY OF GOLD HILL
CITY OF GRANTS PASS
CITY OF GRESHAM
CITY OF HILLSBORO
CITY OF HOOD RIVER
CITY OF JOHN DAY
CITY OF KLAMATH FALLS
CITY OF LA GRANDE
CITY OF MALIN
CITY OF MCMINNVILLE
CITY OF HALSEY
CITY OF MEDFORD
CITY OF MILL CITY
CITY OF MILWAUKIE
CITY OF MORO
CITY OF MOSIER
CITY OF NEWBERG
CITY OF OREGON CITY
CITY OF PILOT ROCK
CITY OF POWERS
RAINIER POLICE DEPARTMENT
CITY OF REEDSPORT
CITY OF RIDDLE
CITY OF SCAPPOOSE
CITY OF SEASIDE
CITY OF SILVERTON
CITY OF STAYTON
City of Troutdale
CITY OF TUALATIN, OREGON
CITY OF WARRENTON
CITY OF WEST LINN/PARKS
CITY OF WOODBURN
CITY OF TIGARD, OREGON
CITY OF AUMSVILLE
CITY OF PORT ORFORD
CITY OF EAGLE POINT
CITY OF WOOD VILLAGE
St. Helens, City of
CITY OF WINSTON
CITY OF COBURG
CITY OF NORTH PLAINS

CITY OF GERVAIS
CITY OF YACHATS
FLORENCE AREA CHAMBER OF
COMMERCE
PORTLAND DEVELOPMENT COMMISSION
CITY OF CANNON BEACH OR
CITY OF ST. PAUL
CITY OF ADAIR VILLAGE
CITY OF WILSONVILLE
HOUSING AUTHORITY OF THE CITY OF
SALEM
CITY OF HAPPY VALLEY
CITY OF SHADY COVE
CITY OF LAKESIDE
CITY OF MILLERSBURG
CITY OF GATES
KEIZER POLICE DEPARTMENT
CITY OF DUNDEE
CITY OF AURORA
THE CITY OF NEWPORT
CITY OF ALBANY
CITY OF ASHLAND
CITY OF LEBANON
CITY OF PORTLAND
CITY OF SALEM
CITY OF SPRINGFIELD
CITY OF BURNS
CITY OF COTTAGE GROVE
CITY OF DALLAS
CITY OF FALLS CITY
CITY OF PHOENIX
CITY OF PRAIRIE CITY
CITY OF REDMOND
CITY OF SHERWOOD
City of junction city
City of Florence
City of Dayton
City of Monmouth
City of Philomath
City of Sheridan
Seaside Public Library
City of Yoncalla
La Grande Police Department
Cove City Hall
Woodburn City Of

NW PORTLAND INDIAN HEALTH BOARD

Portland Patrol Services
City Of Bend
City Of Coquille
City Of Molalla
City Of North Bend
Columbia Gorge Community
City of St. Helens
City of North Powder
Toledo Police Department
City of Independence
City of Baker City
CITY OF SWEETHOME
DESCHUTES PUBLIC LIBRARY
City of Ontario
North Lincoln Fire & Rescue #1
CITY OF LINCOLN CITY
City of Milton-Freewater
City of Forest Grove
City Govrnment
City of Mt. Angel

Account Type: County Special District (27 records)

Netarts-Oceanside RFPD
UIUC
Rogue River Fire District
Tillamook County Emergency Communications District
Southern Coos Hospital
Oregon Cascades West Council of Governments
MULTONAH COUNTY DRAINAGE DISTRICT #1
PORT OF BANDON
OR INT'L PORT OF COOS BAY
MID-COLUMBIA CENTER FOR LIVING
DESCHUTES COUNTY RFPD NO.2
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
CENTRAL OREGON IRRIGATION DISTRICT
MARION COUNTY FIRE DISTRICT #1
COLUMBIA RIVER PUD
SANDY FIRE DISTRICT NO. 72
BAY AREA HOSPITAL DISTRICT
NEAH KAH NIE WATER DISTRICT

PORT OF UMPQUA

EAST MULTNOMAH SOIL AND WATER CONSERVANCY
Benton Soil & Water Conservation District
DESCHUTES PUBLIC LIBRARY SYSTEM
CLEAN WATER SERVICES
Crooked River Ranch Rural Fire Protection District
PARROTT CREEK CHILD & FAM
South Lane County Fire And Rescue

Account Type: Community College (14 records)

CENTRAL OREGON COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
LANE COMMUNITY COLLEGE
MT. HOOD COMMUNITY COLLEGE
LINN-BENTON COMMUNITY COLLEGE
SOUTHWESTERN OREGON COMMUNITY COLLEGE
PORTLAND COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
ROGUE COMMUNITY COLLEGE
COLUMBIA GORGE COMMUNITY COLLEGE
TILLAMOOK BAY COMMUNITY COLLEGE
KLAMATH COMMUNITY COLLEGE DISTRICT
OREGON COMMUNITY COLLEGE ASSOCIATION
Oregon Coast Community College

Account Type: State Agency (33 records)

Oregon Forest Resources Institute
Office of the Ong Term Care Ombudsman
Oregon State Lottery
OREGON TOURISM COMMISSION
OREGON STATE POLICE
OFFICE OF THE STATE TREASURER
OREGON DEPT. OF EDUCATION
SEIU LOCAL 503, OPEU
OREGON DEPARTMENT OF FORESTRY
OREGON STATE DEPT OF CORRECTIONS
OREGON CHILD DEVELOPMENT COALITION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING

BOARD OF MEDICAL EXAMINERS
 OREGON LOTTERY
 OREGON BOARD OF ARCHITECTS
 SANTIAM CANYON COMMUNICATION
 CENTER
 OREGON DEPT OF TRANSPORTATION
 OREGON TRAVEL INFORMATION COUNCIL
 OREGON DEPARTMENT OF EDUCATION
 DEPARTMENT OF ADMINISTRATIVE
 SERVICES
 Oregon Tradeswomen
 Oregon Convention Center
 OREGON SCHL BRDS ASSOCIAT
 OREGON DEPARTMENT OF HUMAN
 SERVICES
 CARE OREGON
 Kdrv Channel 12
 Central Oregon Home Health and Hos
 Oregon Health Care Quality Cor
 Opta Oregon Permit Technician
 HOUSING DEVELOPING CORP
 STATE OF OREGON

Account Type: Consolidated City/County (2 records)

City of Carlton
 City of Pendleton Convention Center

Account Type: Federal (6 records)

US FISH AND WILDLIFE SERVICE
 Bonneville Power Administration
 Oregon Army National Guard
 USDA Forest Service
 Yellowhawk Tribal Health Center
 ANGELL JOB CORPS

Account Type: Housing Authority (5 records)

Coquille Indian Housing Authority
 HOUSING AUTHORITY OF PORTLAND
 NORTH BEND CITY- COOS/URRY HOUSING
 AUTHORITY
 MARION COUNTY HOUSING AUTHORITY
 Housing Authority of Yamhill County

State: WA (1 record)

Account Type: College and University (1 record)

WALLA WALLA COLLEGE

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

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

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), 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.

TOP 100 RENTED ITEMS CALENDAR YEAR 2012

Description	#Transactions
LIGHT TOWER/4000 WATT	2114
PLATFORMLIFT/19'/EL	1247
FORKLIFT/WHS/STRMAST/5000#/PNEUTIRE/DUAL	663
PLATFORM LIFT/26'/ELEC/STD	500
TRUCK/BOXDUMP/12-14YD/DSL	500
FORKLIFT/CON/HIREACH/10K#/4W/DS/EXTREACH	498
EXCAVATOR/3-4 METRIC TON/CRAWLER/DSL	446
BOOM/45'/4W/ARTICULATING/DSL	346
SKIDSTEER/1751#-2750# OPERATE CAP/4W/DSL	322
BOOM/60'/4W/ARTICULATING/DSL	282
TRUCK/PICKUP/SUPERCAB/F150CLASS/GAS/4WD	280
COMPRESSOR/185CFM/DSL/PORTABLE	275
TRUCK/BOXDUMP/5-6YD/DSL	261
BOOM/30'/2W/ARTICULATING/ELEC	258
BOOM/60'/4W/TELESCOPIC/DSL	243
CRAWLER LOADER/1/2 YD/GENERAL/DSL	236
TRUCK/WATER/2000 GALLON/DSL	236
EXCAVATOR/6-8 METRIC TON/CRAWLER/DSL	235
WHEEL LOADER/3YD/GEN BKT/DSL	226
PLATFORM LIFT/32'/ELEC/STD	224
PLOW SNOW FOR LIGHT DUTY TRUCK	219
BACKHOE/65-74HP/4WD/EXTENDAHOE/DSL/CAB	208
BACKHOE/65-74HP/4WD/STD/DSL/ROPS	203
SPREADER FOR LIGHT DUTY TRUCK	202
BOOM/80'/4W/ARTICULATING/DSL	192
CRAWLER LOADER/3/4 YD/GENERAL/DSL	188
EXCAVATOR/19-21 METRIC TON/CRAWLER/DSL	186
FORKLIFT/CON/HIREACH/6K#/4W/DS/EXTREACH	183
TRUCK/PICKUP/CREWCAB/F150CLASS/GAS/4WD	182
FORKLIFT/WHS/STRMAST/15000#/PNEUTIRE/DSL	158
SKIDSTEER/1251#-1750# OPERATE CAP/4W/DSL	157
PLATFORM LIFT/12'/ELEC/STD	156
GENERATOR/20-24KW/DSL	156
BOOM/40'/4W/TELESCOPIC/DSL	154
BOOM/45'/2W/ARTICULATING/ELEC	144
EXCAVATOR/12-14 METRIC TON/CRAWLER/DSL	143
CART/4WHEEL/DSL	143
FORKLIFT/CONSTR/HI-REACH/9000#/4WD/DSL	139

LOADER/60-75HP/4WD/DSL	137
BOOM/45'/4W/ARTICULATING/DUALFUEL	132
RAMMER/100-199#/GAS USE 076-34	126
BACKHOE/65-74HP/4WD/EXTENDAHOE/DSL/ROPS	125
SAW/WALK BEHIND/SELFPROP/30-39HP/GAS	124
BREAKER/HYD/1200#	122
EXCAVATOR/4-6 METRIC TON/CRAWLER/DSL	120
TRUCK/BOXDUMP/3-4YD/DSL	119
"ROLLER/TRENCH/32'"/VIBRAT/DBL DRUM"	115
CRANE/TRUCK/18TON/DSL/SINGLE AXLE	107
TRAILER/EQUIPMENT/20-TON	105
ROLLER/RIDE/3-TON/VIBRAT/SMOOTH/DBLDRUM	101
BOOM/86'/4W/TELESCOPIC/DSL	99
BUCKET TRUCK/38'/DSL	99
PLATE COMPACTOR/200# TO 299#/STD/GAS	96
TRAILER/STORAGE/40'	94
MESSAGE BOARD/SOLAR/TOWABLE MEDIUM	93
GENERATOR/55-59KW/DSL	92
ARROW BOARD	90
TRENCHER/WALK/2' TO 3'/10HP/GAS	89
BOOM/40'/2W/ARTICULATING/ELEC	88
FORKLIFT/CONSTR/HI-REACH/8000#/4WD/DSL	87
MESSAGE BOARD/SOLAR/TOWABLE LARGE	87
TRUCK/PICKUP/F250CLASS/GAS/4WD	87
BOOM/66'/4W/TELESCOPIC/DSL	86
TRAILER/STORAGE/20'	86
BREAKER/HYD/401-600#	85
PLOW SNOW FOR MEDIUM DUTY TRUCK	84
TRUCK/FLATSTAKE BODY/12'/DSL/2WD	83
FORKLIFT/CONSTR/STRMAST/6000#/4WD/DSL	82
BOOM/34'/2W/ARTICULATING/ELEC	81
SKIDSTEER/2251#-2750# OPERATE CAP/4W/DSL	78
ROLLER/RIDE/11-TON/VIBRA/SMOOTH/SNGLDRUM	77
TRUCK/PICKUP/F250CLASS/DSL/4WD	76
WASHER/5000-5999PSI/GAS	75
PLATE COMPACTOR/100# TO 199#/STD/GAS	74
LIFT PERSONNEL/20'/ELEC/VERTICAL LIFT	71
EXCAVATOR/UP TO 2 METRIC TON/CRAWLER/DSL	70
ROLLER/RIDE/8-TON/VIBRAT/SMOOTH/SNGLDRUM	69
FORKLIFT/WHS/STRMAST/36000#/PNEUTIRE/DSL	68
BACKHOE/75-85HP/4WD/EXTENDAHOE/DSL/CBAIR	67
ROLLER/RIDE/5-TON/VIBRAT/SMOOTH/SNGLDRUM	66
SKIDSTEER/ATTACHMENT/SNOW BLOWER	66

PLATFORM LIFT/26'/MEDIUM TERRAIN/4X4/DF	66
GENERATOR/40-44KW/DSL	62
SKIDSTEER/ATTACHMENT/PALLET FORKS/STAND	60
SKIDSTEER/ATTACHMENT/SWEEPER	60
FORKLIFT/WHS/STRMAST/8000#/PNEUTIRE/DSL	60
GENERATOR/6-6.9KW/GAS	59
CRANE/TRUCK/17TON/DSL/SINGLE AXLE	58
BOOM/80'/4W/TELESCOPIC/DSL	58
TRUCK/BOXDUMP/5-6YD/DSL/NO CDL	58
CRANE/TRUCK/15TON/DSL/SINGLE AXLE	57
BREAKER/60-69#/ELEC	57
EXCAVATOR/24-28 METRIC TON/CRAWLER/DSL	56
FORKLIFT/CONSTR/STRMAST/6000#/2WD/DSL	56
GENERATOR/65-69KW/DSL	56
"PUMP/TRASH/VACUUM ASSIST/6""	56
TRUCK/PICKUP/CREWCAB/F350CLASS/DSL/4WD	56
CRAWLER LOADER/7501-9500LBS/GEN/DSL	55
EXCAVATOR/2-3 METRIC TON/CRAWLER/DSL	54
WHEEL LOADER/4-1/2YD/GEN BKT/DSL	53

NC STATE UNIVERSITY

An Equal Opportunity/Affirmative Action Employer

<http://www.fis.ncsu.edu/materialsmgmt/>

Materials Management
Purchasing Department
Administrative Services Building I
Campus Box 7212
2721 Sullivan Drive, Suite 1100
Raleigh, NC 27695-7212

919.515.2171 (phone)
919.515.3511 (fax)

ADDENDUM # 1

TO: ALL PROSPECTIVE BIDDERS

FROM: Jessica Dalton, C.P.M., CPPB
Purchasing Agent

DATE: November 1, 2013

SUBJECT: NCSU Request for Proposals # 63-JGD10070
Equipment Rental

THIS ADDENDUM IS CONSIDERED PART OF THE REQUEST FOR PROPOSALS. IT IS PROVIDED AS A RESULT OF QUESTIONS SUBMITTED BY POTENTIAL SUPPLIERS DURING THE QUESTION/ANSWER PERIOD.

13 QUESTIONS ACKNOWLEDGED BY: _____(signature)

PRINTED NAME: _____

COMPANY NAME: _____ **DATE:** _____

1. Question: What will be the determining factor(s) in whether to make a single or multiple award?

From page 7.

Multiple Awards

Although a single award is anticipated, multiple awards may be made as a result of this solicitation where it is deemed to be in the best interest of the PPA's. Multiple Awards may be required to ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of PPA's.

Answer: Our preference is to make a single award to a supplier with the ability to provide these services; however, the possibility exists that one supplier may not be able to provide all that we are seeking. In that case we would look at making multiple awards.

2. Question: Our answers to the following questions would be NO. Would this make us ineligible for award?

From page 31.

B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?

YES _____ NO _____

C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in all 35 U.S. states?

YES _____ NO _____

E. Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?

YES _____ NO _____

Answer: A "no" to the above would be reflected in the score for the portion of the evaluation criteria that addresses each.

3. Question:

We are looking for N.C. State University to further clarify the following statement written on page 3 under section three titled Scope of Work, item 3.2 Pricing:

"Multiple discount levels on various pieces of equipment are acceptable as long as they are clearly noted in the response. (i.e. market basket/hotlist, etc. items)"

Specifically we are looking for clarification around what is being implied your use of "etc.". Does your use of "etc" create flexibility for vendors/suppliers to respond with different pricing structures other than location/regional pricing based models?

Answer: The intent here is - for example - there may be one discount for daily rental and a different discount for an item rented on a monthly basis. Or other multiple discount levels as long as it is clearly noted in the cost proposal.

4. Question: Page 2, Section 2. The RFP provides that the contract term will be 3 years and that the University has the unilateral right to renew for an additional 2 year period. Please advise whether the University will make this renewal subject to mutual agreement of both parties?

Answer: We certainly would not want to renew with a supplier that does not want to continue working with us. Renewal would be subject to mutual agreement of both parties.

5. Question: Page 4. The RFP requires the vendor to provide operational and safety training. We have found that most customers desire "familiarization" training which is simply familiarizing the customer with the equipment at the time of delivery. Operational and safety training are more involved and are provided at additional cost. Please clarify the type of training that is expected.

Answer: We understand that operational and safety training would be provided at additional cost. Your proposal response should include any training that is available and include associated cost. Familiarization training is – by inclusion in this addendum - required during pickup/delivery setup at no additional cost.

6. Question: Pages 13-18, Section 7 of the terms and conditions states that if the vendor is in default, the equipment becomes the property of the University. This is not acceptable in a rental situation. Will this requirement be removed?

Answer: We can further clarify this item with the awarded Supplier, but it does not state that the equipment becomes the property of the University. Rather – all finished or unfinished *deliverable items* become the property of the University. The only deliverable item is the *rental* of equipment. We would not be purchasing the equipment therefore we would have no right to take ownership.

7. Question: Pages 13-18, Section 7 also provides very severe penalties for default, without any opportunity to cure. Will the University provide 30 days to cure?

Answer: Any objections to General Contract Terms and Conditions should be noted in the proposal response. Note that the University reserves the right to set aside as non-responsive a proposal taking exception to our contract terms and conditions.

8. Question: Pages 13 -18, Section 10. The University has the unilateral right to terminate the contract or any reason on 30 days' notice. Will the University make this a mutual provision?

Answer: See question 7

9. Question: Page 20, Section 1. The requirement is that equipment must be new. In a rental situation, equipment will be used and have been previously rented to other customers. Will this requirement be modified?

Answer: By inclusion in this Addendum, wording is changed to "All products must be latest design and technology".

10. Question: Pricing Audits/Sales Report Audits. The audit language should be modified so that any discrepancies will be resolved by the dispute process. US Communities should be required to pay the cost of the Audit unless both parties agree that the results of the audit show an overcharge of 15% or greater. If the parties do not agree with the results of the audit, it should be resolved through the dispute process. Will the University modify the contract documents accordingly?

Answer: The U.S. Communities Administration Agreement is required to be signed, unaltered as a part of the Proposer's bid response.

11. Question: Administrative Fees. Fees should only be due on invoices paid by PPAs. The vendor is not receiving the benefit of the contract if the PPAs do not pay. Will the University modify this section so that the fee is based on the purchases made and paid for by the PPAs?

Answer: Reference Administration Agreement, Section 5.1, monthly fees and reports shall be made with respect to all purchases shipped and billed pursuant to the Master Agreement for the applicable month. Such fees and reports shall be net of any bad debt expense arising from such purchases that is similarly recorded to the Supplier's financial statements in accordance with generally accepted accounting principles.

12. Question: Arbitration. Arbitration should be subject to the AAA rules and 3 arbitrators should be used, one selected by each party and one neutral. Will the University modify the agreement accordingly?

Answer: For any awarded Master Agreement between the University and the Supplier(s), University prefers to settle disputes by good faith negotiation between the parties in lieu of arbitration. See answer to question 10 regarding the Administration Agreement between U.S. Communities and awarded Supplier(s).

13. Question: Pricing must be the lowest offered to all Public Agencies. What about various one-off opportunities that inevitably exist? Will simply submitting highly-competitive pricing work?

Answer: See Administration Agreement, Section 3.3(b). Pricing offered under the Master Agreement must be the lowest overall available pricing, net to purchaser. 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.

Note that the University will not be bound by **oral** explanations given at any time during the RFP process. Please make sure to read and fully understand the requirements outlined in the RFP document.

PLEASE INCLUDE ACKNOWLEDGEMENT OF THIS ADDENDUM BY SIGNING WHERE INDICATED ON PAGE 1 AND INCLUDE WITH YOUR PROPOSAL RESPONSE.