

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

20th

day of October

20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby award Contract 012320-SCC for Office Supply Catalog Solutions with Staples Contract and Commercial LLC of Framingham, Massachusetts.

Terms of the award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 20th day of October 2020.

ATTEST:

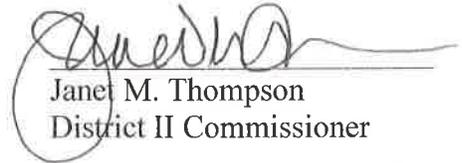

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



613 E. Ash, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: October 13, 2020
RE: Award of Contract 012320-SCC Office Supply Catalog Solutions (Co-op contract – Sourcewell)

The Purchasing Department requests permission to award contract 012320-SCC for Office Supply Catalog Solutions with Staples Contract and Commercial LLC of Framingham, Massachusetts. This is a cooperative contract established by Sourcewell – a public contract cooperative organization.

The contract runs October 13, 2020 through April 06, 2024.

This is a countywide term and supply contract.

/lp

cc: Contract File

PURCHASE AGREEMENT

OFFICE SUPPLY CATALOG SOLUTIONS

THIS AGREEMENT dated the 20th day of October 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Staples Contract and Commercial LLC**, herein "Vendor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Office Supply Catalog Solutions** in compliance with all bid specifications and any addenda issued for Sourcewell contract **012320-SCC**, Staples' quote # 20268297 dated 10/02/2020 (Attachment One), and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in Sourcewell's 012320-SCC contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Sourcewell contract 012320-SCC, and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.
2. **Term** – The contract term shall run October 13, 2020 through April 06, 2024.
3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the stylus pens identified in quote 20268297 incorporated into the contract as **Attachment One**, as well as other office supplies as allowed under Sourcewell contract 012320-SCC.
4. **Purchase Order** – The County ordering Department will issue a Purchase Order for any order placed from this contract.
5. **Delivery** - Vendor agrees to deliver products in accordance with contract terms. Delivery shall be to the ordering Boone County office.
6. **Warranty** – All standard manufacturer warranties shall be provided.
7. **Billing and Payment** - All billing shall be invoiced to the ordering Boone County office. Billings may only include contract pricing. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
8. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
9. **Termination** - This agreement may be terminated by the County upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal

laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
17. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
18. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 8/19/20



Quote Number: **20268297**
Quote Date: 10/02/2020
Expiration Date: 11/01/2020
Project: STYLUS PENS
Prepared For: INTERCOMPANY BILLING
Email:
Phone: (913)319-3100
Provided By: NITA TURPIN
Email: nita.turpin@staples.com
Phone: (682) 225-0928

Shipping Address

To Be Determined

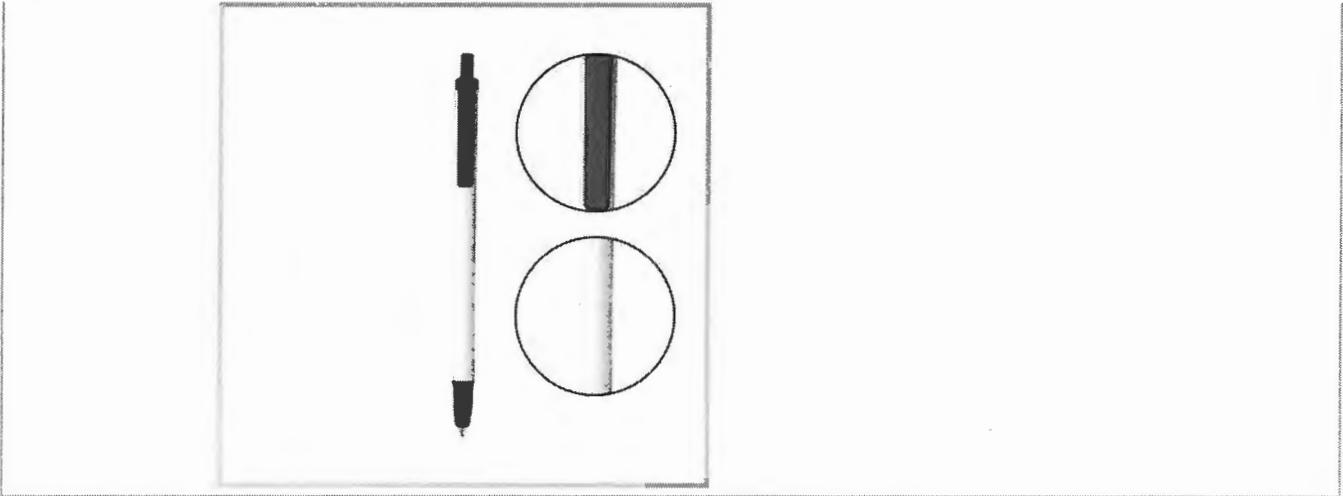
Shipping Method

GROUND

Order Quantity	Item	Description	Decoration	Price
100000	001-815A1 1	BIC Clic Stic Stylus Pen Color: Black		\$0.330 EACH
				\$33,000.00 Item subtotal
				\$2,739.00 Estimated Shipping
				\$35,739.00 Item total
Digital Proof Time:		Deco 1:		
1 business days		Logo File Description: VOTE BOONE		
Production Time:		Decoration Method:		
5 business days (does not include shipping days)		SCREENPRINT/SILKSCREEN		
		Placement: BARREL		
		Logo Color(s): - - -		
<p>Build Captivating Advertising Campaigns with Logoed Stylus Pens , Plastic barrel and trim with rubber touchscreen stylus on tip , Click activates pen point through stylus ring , Fine OR Medium point; black, blue, red, fashion blue, fashion green, fashion pink OR fashion purple ink , Assembled in USA , Image area: 2-1/8"W x 3/4"H Offered in a selection of bold colors, these imprinted stylus pens can be used as conversation starters at conferences Available Colors: Black, Slate, White, Cream, Metallic Sand, Metallic Brown, Espresso, Green, Metallic Green, Forest Green</p> <p>Ask about more color options.</p> <p>Product Height: .50 IN</p> <p>Pricing includes 1 location, 1 color imprint.</p>				
IMAGES				

10/2/2020

Your STAPLES PROMOTIONAL PRODUCTS Estimate, Prepared by: NITA TURPIN



Terms and Conditions for STAPLES PROMOTIONAL PRODUCTS

Due to the custom nature of items that are specially made and/or decorated pursuant to customer's specifications ("Special Order Items"), sales on Special Order Items are final and cannot be cancelled by the customer for any reason. Standard return policies and/or any prior contractual terms pertaining to product return do not apply to such orders. Returns on Special Order Items will not be accepted unless such items are materially damaged or materially do not meet product specifications, in which case such items must be returned within ninety (90) days of customer's receipt of such items. The delivery date on Special Order Items is approximate.

The above pricing is valid for thirty (30) days unless otherwise stated. Applicable sales tax and final freight charge(s) will be added to customer's final invoice. Payment terms are net thirty (30) days; no discounts. Pricing does not include freight, taxes or duties and is subject to review upon receipt of customer's high-resolution artwork. If necessary, art charges may be incurred and invoiced at \$45.00 per hour. Production time is based upon receipt of order, artwork and after the approval of pre-production samples and/or virtual proof. Staples Promotional Products reserves the right, subject to notice to customer, to adjust the price of Special Order Items to reflect changes in imposed tariffs that affect the overall cost of such items. Special Order Items are also subject to product availability. If a Special Order Item is not available at the time of order, Staples Promotional Products will notify the customer and provide an alternative product option.

Quantities of all Special Order Items ordered are subject to a ten percent (10%) overage/underage allowance. Special Order Items ordered will be considered complete upon shipment and will be invoiced based on actual quantities shipped. Special Order Items may be sent in separate shipments.

Staples Promotional Products requires a purchase order for any order in excess of \$1000. In the event of a conflict between this policy and a customer's corporate purchasing policy, the customer's corporate purchasing policy will prevail.

Thank you for the opportunity!



Solicitation Number: RFP#012320

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Staples Contract & Commercial LLC**, 500 Staples Drive, Framingham, MA 01702 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective August 1, 2020.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 6, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Products and installation thereof will conform to specifications as stated in manufacturer documentation. Vendor will pass through all manufacturers' warranties to Member (copies of such manufacturer warranties provided upon request). Vendor warrants that all Products branded TRU RED, Perk, NXT Technologies, Union & Scale, or Coastwide Professional are: (1) merchantable; (2) of good quality and workmanship; (3) free from defects latent or patent in material design and workmanship for whichever period is shorter, either (a) one year from the date of purchase, or (b) as otherwise specified on the packaging of the Products; (4) fit sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with Vendor's samples, if any. Vendor warrants that for a period of one year from performance, installation and assembly Services will meet or exceed generally accepted standards in the industry and will meet any required specifications mutually agreed upon by Vendor and Member.

Additional warranties applicable to specific product categories, if any, are set forth in Vendor's Proposal.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED. VENDOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

Vendor may utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to the Contract would be reflected in a written agreement between such affiliate and Sourcewell participating Member with reference made to this Contract. These affiliates include, but are not limited to, DEX Imaging, LLC, a leading nationwide managed print services provider.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

Vendor will use commercially reasonable efforts to ship Products ordered by Members before 4:00 p.m. local time within one (1) business day after acceptance of a Purchase Order, except for backordered, special-order, or out of stock Products. If a Product is backordered or shipment is delayed for any reason, Member will be notified of a delay and Vendor will deliver the delayed Product as promptly as commercially practicable. Vendor will treat delayed orders as active until Member contacts Vendor and provides other instructions. Vendor's standard shipments will be F.O.B. Member's location in the forty-eight (48) contiguous United States. Additional charges may apply for desk-top delivery, special delivery, non-standard delivery, rush delivery, or special or custom order products or as noted on Vendor's e-commerce platform. Title and risk of loss for the Products will pass to Member at the time the Products are delivered to Member. Eligible products purchased online and picked up at a Vendor retail location will be available for pick up two hours after approval, charged at time of pick up, and cancelled if not picked up after five (5) days. Sales tax will be calculated based upon order pick up location. Member's invoice may not separately designate these items as "in-store pick up." Certain items may incur an additional charge (typically furniture items) which will be invoiced to the Member,

if applicable. Unless otherwise agreed by Vendor and a Member all orders shall be subject to a minimum order size of 35.00 per order. If an order below this amount is placed, the Member will be informed it cannot be processed.

The following will apply for shipments to Alaska or Hawaii: Shipments up to 159lbs. are shipped UPS 2nd Day Air. Shipments over 159lbs. or items which cannot be shipped via UPS (e.g. items classified as hazmat and/or ORM-D) are shipped ocean freight. Vendor will not ship any fully regulated hazmat items, which are shipped directly from the vendor. Ocean shipments are delivered approximately fourteen (14) days from shipment. All shipments to Alaska or Hawaii will be subject to a 25% surcharge.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

Core List. The “Core List” represents net priced items which are inclusive of those products predicted to be the most commonly used products by Sourcewell and its participating Members. Prices for Core List items provided under this contract are set forth in Exhibit 1.

The prices for Core List Items, excluding Premium Products, may be updated biannually on August 1st and February 1st of each year during the term that this contract is in effect. Vendor may request a price change adjustment for Core List items by submitting a price change addendum to Sourcewell thirty (30) days prior to August 1st and February 1st to reflect changes in stock availability, market conditions, buying expense, tariffs and other factors that affect the overall cost of such items.

The prices for Premium Products may be updated quarterly of each year during the term that this contract is in effect. Premium Products are defined as toner, ink, IT hardware, copy paper and furniture that Members purchase from Vendor.

Extraordinary Market Events. Vendor reserves the right to reasonably adjust a Core Item’s price if extraordinary market events require immediate adjustment (e.g. shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on products. Any such adjustments shall be noticed to Sourcewell with thirty (30) days prior written notice accompanied by supporting documentation. Vendor will work with Sourcewell and affected Members to identify alternative products to mitigate the impact of the foregoing where possible.

Updated Items. For purposes of contract management, Vendor may provide to Sourcewell an updated report no more than once a calendar quarter, which shall identify the SKU numbers and prices for the new items that Vendor and Sourcewell have added, as well as SKU numbers for items that have been removed from the Core List. Vendor may from time to time propose substitutions to Core Items. Sourcewell agrees that it will not unreasonably withhold its consent.

Custom Pricing; Rebates & Incentives; Other Terms. Vendor may offer additional pricing discounts, rebates and/or incentives to an individual participating Member based upon commitments and variables that may include, but not limited to, Member size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Members receiving custom pricing or incentives may be required to sign a Participation Agreement with Vendor.

Non-Core Items. The prices for Non-Core Items shall appear on StaplesAdvantage.com and shall be adjusted to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Core Items. Notwithstanding anything to the contrary Non-Core Items are not subject to customer audit, or any pricing guarantee, nor

shall Non-Core Items be subject to the Change Request process set forth in this Section 4.

Sourced Goods. Members may request certain goods that are non-stock or custom in nature. The prices for Sourced Goods shall be those prices that appear on the ordering platform at time of order, or as otherwise established between Vendor and the applicable participating Member at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering Member.

Pricing Exhibits. Please see the Pricing Exhibits for pricing details on the following categories:

- Exhibit 1 – Core List Pricing
- Exhibit 2 – Print & Copy Program
- Exhibit 3 – Promotional Products Program
- Exhibit 4 – Staples Technology Solutions
- Exhibit 5A – Managed Print Services Capabilities
- Exhibit 5B – Managed Print Services Pricing
- Exhibit 5C – Managed Print Services Sample Agreement

Tier One Diversity Program. Vendor reserves the right to implement a pricing upcharge when setting up a Tier One program for any Participating Member to reflect the additional cost of the diversity supplier's program.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

Notwithstanding anything to the contrary a Member's participation hereunder including for the avoidance of doubt and extension of credit hereunder is contingent upon Member's satisfaction of Vendor's standard credit requirements. Vendor also reserve the right to refuse sales of Products to Members reselling such Products. To the extent a Member has a pre-

existing separate agreement with Vendor, Vendor reserves the right not to sell products and services under multiple agreements to that Member. In addition, Vendor may terminate this Contract for any reason (i.e., for convenience) with respect to an individual Member by delivering not less than ninety (90) days prior written notice thereof to Sourcewell and the applicable Member.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;

2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

Vendor reserves the right to terminate a purchase order pursuant to which a Member requests or demands services to be performed not enumerated by the terms of this Contract.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;

- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

The administrative fee referenced in this Section shall be calculated as a percentage of Net Sales (defined below) as follows:

Unless otherwise mutually agreed to in writing by Sourcewell and Staples, and except as stated below, Staples will pay Sourcewell an administrative fee of one and half percent (1.5%) of the Members' aggregate Net Sales during each calendar quarter, which have been timely paid, to be paid within forty five (45) days after the end of each calendar quarter.

An exception to the above 1.5% admin fee would be that Staples will pay Sourcewell one half of one percent (0.5%) administrative fee for participating Members' aggregate Net Sales under the managed print services ("MPS") program of the Contract and one quarter of one percent (0.25%) on technology product Net Sales.

Net Sales. Net Sales will be defined as the gross sales price of the applicable products sold pursuant to this Contract, less shipping costs (including freight charges and insurance), taxes, duties, any rebates actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid, and also excluding purchases made via staples.com, or any Staples retail channel.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

This Section shall not apply to Vendor's delivery, installation, design, repair, or refurbishment obligations hereunder, which Vendor may subcontract to reasonably qualified third parties.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

Neither party, nor its officers, directors, employees, or Affiliates, shall be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages including, but not limited to, lost profits, business interruption, loss of data, or cost of cover even if the party

alleged to be liable has knowledge of the possibility of such damages. The limitations set forth in this Section shall not apply to, or in any way limit liabilities arising from, a party's gross negligence or willful misconduct, or from the confidentiality or indemnification obligations of that party.

12. AUDITS

Sourcwell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of three (3) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract. Any audit requests shall be made with thirty (30) days advance written notice and shall be conducted during normal business hours at Vendor's corporate offices. If a third-party consultant or auditor is used, Vendor may require the execution of a confidentiality agreement prior to receiving access to any records.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcwell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcwell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcwell and Sourcwell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcwell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcwell or Members by any person on account of the use of any Equipment or Products by Sourcwell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcwell. Materials should be sent to the Sourcwell Contract Administrator assigned to

this Contract. Any use by Sourcewell of Vendor's trademarks, logos, or other intellectual property shall be subject to Vendor's prior written consent.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, products-completed operations including construction defect, contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Upon commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by an authorized representative. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance maintained by the additional insureds. Notwithstanding the minimum limits of coverages set forth herein, Vendor shall name Sourcewell and its Members, including their officers, agents, and employees as an additional insured for the full limits of insurance coverage, including but not limited to any excess policy coverage, purchased by Vendor.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required insurance maintained by the Vendor

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

“Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor

certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the 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.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination. In addition, Vendor may terminate this Contract for any reason (i.e., for convenience) with respect to an individual Member by delivering not less than ninety (90) days prior written notice thereof to Sourcwell and the applicable Member.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations &
Procurement/CPO

Date: 4/2/2020 | 1:37 PM CDT

Staples Contract & Commercial LLC

DocuSigned by:
By: Joanne Harris
4B71E6FEB760485...
Joanne Harris

Title: Chief Commercial Officer

Date: 4/9/2020 | 11:29 AM CDT

Approved:

DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...
Chad Coquette

Title: Executive Director/CEO

Date: 4/9/2020 | 11:30 AM CDT

RFP 012320 - Office Supply Catalog Solutions

Vendor Details

Company Name: Staples Contract & Commercial LLC
Does your company conduct business under any other name? If yes, please state: See Staples W-9 for list of company names
Address: 500 Staples Drive
Framingham, MA 01702
Contact: Don Hasch
Email: don.hasch@staples.com
Phone: 714-868-4274
HST#: 04-2896127

Submission Details

Created On: Thursday December 05, 2019 16:29:54
Submitted On: Thursday January 23, 2020 14:19:24
Submitted By: Don Hasch
Email: don.hasch@staples.com
Transaction #: 03530933-5d38-4e03-a53c-27c14c4f6471
Submitter's IP Address: 170.37.244.38

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Staples Contract & Commercial LLC (Staples)
2	Proposer Address:	500 Staples Drive, Framingham, MA 01702
3	Proposer website address:	www.StaplesAdvantage.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Joanne Harris Chief Commercial Officer, Staples 500 Staples Drive, Framingham, MA 01702 Email: joanne.harris@staples.com Phone: (508) 253-5000
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Don Hasch Senior Manager - SLED Team (State, Local, and Education) 16501 Trojan Way, La Mirada, CA 90638 Email: don.hasch@staples.com Phone: (714) 868-4274
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jeremy Landis Area Vice President - Vertical Markets 1945 Old Gallows Rd, Suite 200, Vienna, VA 22182 Email: jeremy.landis@staples.com Phone: (571) 581-3829 Joseph Gorman Vice President - Commercial Sales 1414 Radcliffe Street, Suite 110, Bristol, PA 19007 Phone: (215) 292-3160 Email: joseph.gorman@staples.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7 Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.

Staples, The Worklife Fulfillment Company, has 33 years of expertise helping organizations of all sizes be more productive, connected and inspired — however and wherever they work today. With dedicated account teams, category professionals, innovative brands and a curated assortment for business, Staples provides customized solutions to help organizations achieve their goals. Headquartered near Boston, Staples operates in North America.

As the pioneer of office solutions, Staples knows work is more than a job. It is a sense of purpose and fulfillment that defines us. As “The Worklife Fulfillment Company”, we have programs that fit every size organization, from a one-person office to the Fortune 100 organization, across all industries, including academic institutions, healthcare, state and federal governments. We're here to help with products, services and solutions, combined with our expertise, best-in-class national distribution, customer service, competitive pricing and state-of-the-art e-commerce site.

WORKLIFE PRODUCTS & SOLUTIONS

Our products, services and technology are thoughtfully designed and sourced for the way you work and live. We'll help you and your teams with Worklife:

- Productivity – Helping customers and their teams do more.
- Connectivity – Building better communication and ways of working.
- Inspiration – Inciting creative thinking through spaces that feel good.

YOU CAN COUNT ON US

- Reliable financial stability allows us to continually evolve to meet the needs of our customers, as a strong stable supplier.
- Community involvement with 42,000 associates across the U.S. who live and work where your Members do.
- Eco-responsible business partner to help customers boost everyday sustainability.

8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>From business essentials to facility supplies, and custom print to furniture, Staples offers an unmatched selection of products and services, saving your participating Members the time and expense of dealing with multiple vendors. With free next-day delivery available for more than 500,000 products on our e-commerce site, our industry-leading breadth and depth of solutions includes:</p> <p>INNOVATIVE PRODUCT SOLUTIONS</p> <p>With the introduction of our new innovative products we offer tools and systems that help drive solutions in business essentials, breakroom, facilities, technology and furniture:</p> <ul style="list-style-type: none">• Tru Red – Thoughtfully designed business essentials to help you work, create and innovate better. Quality tested and engineered to last.• NXT Technologies – Tech products to keep your teams connected and productive — whether they're at the office or the airport, a coffeehouse or the couch.• Coastwide Professional – Professional-grade facility and pack and ship supplies built to spec and made to perform, with no wasted product or labor.• Perk – Breakroom essentials designed with quality, value and just the right touch of personality to bring fun and energy to break time.• Union & Scale – Furniture and decor that work together in perfect harmony. There's a collection for every style and work style. <p>We've simplified our product assortment to focus on the right choices for business and institutions versus every product out there. So, it will be easier for your participating Members to get exactly what they need.</p> <ul style="list-style-type: none">• Business Essentials – Staples can help participating Members search for a better way. We fulfill the essentials for teams to be more productive, more organized and more inspired. We carry everything from copy paper to smart phones and accessories, with a wide selection of green and MWBE products.• Facility Solutions – We know that results matter. We can work with participating Members to provide a clean, efficient and seamlessly stocked workspace. Our Facility Solutions offering includes a wide selection of products from best-in-class manufacturers, including Diversey, GOJO, Georgia-Pacific, Kimberly-Clark and Rubbermaid. Our exclusive BluPrint™ site assessment tool helps to analyze participating Members' facilities operations to offer cost saving recommendations.• Furniture Solutions – We can work with participating Members on their journey to create a productive, collaborative environment with inspired workspaces through our products, technology, people and services. Our Furniture Solutions offering provides access to more than 250 best-in-class manufacturers, including Allsteel, HON, Global and National.• Print & Marketing Services – We can create custom print essentials and high-quality products through our expertise and technology. Every year, we handle more than 396,000 print jobs. It is clear customers are already choosing Staples as their trusted print provider.• Technology Solutions – We offer differentiated and thoughtfully designed tech products and exclusive brands. Our Technology Solutions offering includes a wide selection of products from everyday tech and data center solutions to printer fleet management and network services. With more than 1,000 vendors and suppliers, we offer more than one million items delivered nationwide.• Breakroom Solutions – We can help participating Members create a more connected and inspired workspace with a complete breakroom experience. From coffee and coffee brewers to water coolers, cutlery and snacks, the wide variety of products we offer in this category continues to match the needs of every generation in the workforce. Our breakroom specialists are ready to analyze your space and provide cost saving recommendations.• Pack & Ship Solutions – We can unlock advancements through our products, people and supply chain. We can help keep your operations running smoothly. From sourcing package-specific tape to helping lower your damage rate, our Pack & Ship Specialists partner with you to drive efficiency in your participating Members' operations.• Staples Promotional Products – With more than one million products plus well-cultivated relationships with a global supply network, Staples can help participating Members create unique branded solutions for all their buying needs.
9	What are your company's expectations in the event of an award?	<p>Our expectation is to build on our already strong and dynamic partnership, and to continue to drive tremendous value, efficiencies and savings to existing and future Sourcwell Members. Our hope is that many more Sourcwell Members will join the thousands of existing participating Members currently enjoying the benefits that our Sourcwell awarded contracts offer. Our goal is to enhance our value in becoming a true sustainable resource for your Members, providing industry intelligence, advice and research collateral to further supplement the products/services we have offered in the past. Our expectation is to continue the trend of exponential sales growth year over year that we have experienced as a contract award holder for the past 15 years.</p>

10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Staples represents that it has the financial resources available to perform its obligations under an agreement reached between Staples and Sourcewell. Please see Attachment 1 for Staples' Bank and Trade References. Staples became a private company in 2017 and no longer publicly reports our financial information. Staples can provide limited financial information directly to Dr. Chad Coauette, Executive Director & CEO at Sourcewell, once we have a current, fully executed Non-Disclosure Agreement in place. If provided, please note that our financial information would be considered Trade Secret.
11	What is your US market share for the solutions that you are proposing?	Staples' leading financial position allows the company to invest in its business, expand its products and services and provide customers with the confidence of working with a strong and stable supplier. We have programs that fit every size organization, across all industries. As a private company, Staples considers our market position confidential, however, Staples serves more than 2.5 million small, mid-size and commercial enterprise business customers, including many of the largest and most trusted companies and institutions in the U.S.
12	What is your Canadian market share, if any?	Please see our response to Question 11 above.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Staples Contract & Commercial LLC has never been the subject of a bankruptcy action.
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Staples is best described as (a) a distributor/dealer/reseller. Staples is authorized to resell all products offered under this proposal by the terms of Vendor Program Agreements (VPA) established with each of our suppliers. Upon request, Staples is willing to provide Sourcewell with specifics of our authorization as a reseller from any of the manufacturers we represent. Staples also intends to utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and Sourcewell participating Member with reference made to the Staples/Sourcewell contract. These affiliates include DEX Imaging LLC, a leading nationwide managed print services provider.
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Staples is licensed to do business in all 50 U.S. states, Puerto Rico and U.S. territories. Staples is fully compliant with all applicable federal and state laws and regulations. Staples also requires that all third-party companies and subcontractors that may be utilized in the provision of the services contemplated under this RFP hold all required business licenses and certifications required by law. The following are functions where Staples may involve subcontractors in the provision of the products and services contemplated by this RFP: • Delivery: We utilize a combination of our own fleet and carefully selected third-party courier providers to supplement our territory reach as needed. • Service, Installation & Repair: Some product lines, such as managed print services, furniture and facility solutions may involve service, repair and installation functions. • Diversity One Program: Staples has established strategic alliances with highly respected diverse and small business suppliers who have extensive experience serving the public sector and large institutional customers. We will be happy to share additional information with Sourcewell upon request.
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Staples Contract & Commercial LLC has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency during the past ten years.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Staples offers hundreds of thousands of products in a host of categories that are necessary for Sourcewell Members to manage and maintain their operations and facilities. These categories are ever evolving as customers' needs evolve but they currently include product categories such as office and school supplies, janitorial products and equipment, breakroom, safety, transactional furniture, print, promotional products, technology hardware and software as well as mobile peripherals including tablets, and more. Staples continues to invest in and expand into these and many other product segments based on customer and industry demand.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Thanks to the collaborative effort of our leadership team and our associates around the world, Staples continuously receives awards and accolades for our service and corporate responsibility.</p> <p>COMPANY RANKINGS</p> <ul style="list-style-type: none"> • #20 on Forbes America's Largest Private Companies list for 2018 • #4 on Modern Distribution Management's Top Jan/San Distributors list for 2018 • #2 on Advertising Specialty Institute's Top 40 Promotional Products Distributors list for 2019 • #63 on National Retail Federation's Top 100 Retailers list for 2019 <p>ENVIRONMENTAL AWARDS & RECOGNITIONS</p> <ul style="list-style-type: none"> • Awarded U.S. EPA's ENERGY STAR Partner of the Year-Sustained Excellence in 2019 for the 10th year • S&P Global Platts Grid Edge Award Finalist 2018 • Ranked #13 among retailers on the 2018 Green Power Top Partnership list from the U.S. EPA • S&P Global Platts Corporate Social Responsibility Award Winner 2017 • Selected as component of the Dow Jones Sustainability Indices in 2017 for the 14th consecutive year • Received the 2016 Alliance to Save Energy's Built Environment Star of Energy Efficiency Award for our commitment to reducing energy consumption and improving efficiency in stores <p>DIVERSITY AWARDS & RECOGNITIONS</p> <ul style="list-style-type: none"> • Lesa Rivers, Director of Supplier Diversity, nominated as one of 2014's Top 25 Women in Power Impacting Diversity by DiversityPlus Magazine • Named one of the 2018 Best Places to Work for LGBTQ Equality by the Human Rights Campaign for eight consecutive years <p>SUPPLIER AWARDS</p> <ul style="list-style-type: none"> • NJPA (Sourcewell) Legacy Award (2015) • HP U.S. Partner to Watch (2017) • HP U.S. Supplies Partner of the Year (2017) • CBRE Supplier of the Year (2017)
19	What percentage of your sales are to the governmental sector in the past three years	<p>Staples considers corporate financial information to be proprietary. However, based on our own mutual sales, we achieved over \$70M in state and municipal government sector sales annually under our Sourcewell awarded contracts. Staples' response to question 19 should be considered as "Trade Secret", as defined by Minnesota Statutes 325C.01, Subd. 5. Exempt from public disclosure under applicable law.</p>
20	What percentage of your sales are to the education sector in the past three years	<p>Staples considers corporate financial information to be proprietary. However, based on our own mutual sales, we achieved over \$160M in education sector sales annually under our Sourcewell awarded contracts. Staples' response to question 20 should be considered as "Trade Secret", as defined by Minnesota Statutes 325C.01, Subd. 5. Exempt from public disclosure under applicable law.</p>
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Staples holds the following national public sector cooperative contracts:</p> <ul style="list-style-type: none"> • Sourcewell • NASPO ValuePoint • NPP Gov • E&I <p>Staples holds numerous state office products purchasing contracts throughout the U.S, including multiple states that have adopted our existing Sourcewell 010615-SCC Office & Related Supplies contract as their state office supplies contract vehicle. Staples considers corporate financial information to be proprietary.</p>
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Staples has the following GSA contracts:</p> <ul style="list-style-type: none"> • 47QSEA19D008T – Schedule 75: Enhanced SIN for Office Supplies & Services/Office Supplies 4th Generation (OS4) • GS-07F-035BA – Schedule 73: Food Service, Hospitality, Cleaning Equipment and Supplies, Chemicals and Services • GS-28F-018AA – Schedule 71: Furniture • GS-03F-051GA – Schedule 78: Sports, Promotional, Outdoor, Recreation, Trophies and Signs <p>Staples considers corporate financial information to be proprietary.</p>

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
Hillsborough County Public Schools (Florida)	Cristine Jones, CPPB	(813) 272-4370	*
County of Orange (California)	Yarida Guzman	(714) 567-7368	*
County of Sacramento (California)	Craig Rader, CPPO, CPPB	(916) 876-6362	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Chicago Public Schools	Education	Illinois - IL	Office Supplies and related products and services	Due to various non-disclosure agreements in place, we do not disclose financial information or specific contract details for our customers.	Proprietary Information	*
Hillsborough County Public Schools	Education	Florida - FL	Office Supplies and related products and services	Due to various non-disclosure agreements in place, we do not disclose financial information or specific contract details for our customers.	Proprietary Information	*
Anoka Hennepin Independent School District #11	Education	Minnesota - MN	Office Supplies and related products and services	Due to various non-disclosure agreements in place, we do not disclose financial information or specific contract details for our customers.	Proprietary Information	*
University of Colorado	Education	Colorado - CO	Office Supplies and related products and services	Due to various non-disclosure agreements in place, we do not disclose financial information or specific contract details for our customers.	Proprietary Information	*
County of Orange	Government	California - CA	Office Supplies and related products and services	Due to various non-disclosure agreements in place, we do not disclose financial information or specific contract details for our customers.	Proprietary Information	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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25	Sales force.	<p>Staples has a national service footprint and provides sales coverage to nearly the entire U.S. The map and listing attached does not include the locations of our remote sales teams and account leaders. We have more than 4,500 sales associates dispersed in every major city and market so that we are close to your Members and can quickly meet their needs. Please see Attachment 2 for details on our sales offices nationwide.</p> <p>Our national account management model leverages a single, centralized point of contact for each participating Member. The Account Manager is empowered to make most decisions regarding pricing, contractual terms and service commitments on a day-to-day basis. Of equal importance is the streamlined internal process we have in place to escalate issues requiring management input or approval. This process enables our Account Managers to provide timely responses to any issue, large or small.</p> <ul style="list-style-type: none"> • Business Development – Responsible for communicating the benefits and value of Staples and our offerings to potential new participating Members • Account Manager – Member's partner to provide insights and recommendations on Worklife Solutions • Category Account Executive – Focuses on specific Staples product categories leveraging their in-depth knowledge and expertise to fully support participating Member needs • Customer Success Consultant – Member's support to help with their day-to-day needs • Site Management Team – Team that proactively ensures compliance of each program in all locations • Category Professionals – Industry experts in facilities, technology, furniture, print and promotional products that provide assessments to recommend efficiencies and savings • Customer Service – Live knowledgeable representatives available to get answers fast while shopping on our ordering site through live chat and standing by to help via email and phone
26	Dealer network or other distribution methods.	<p>Staples is best described as a distributor/dealer/reseller. Staples is authorized to resell all products offered under this proposal by the terms of Vendor Program Agreements (VPA) established with each of our suppliers. Upon request, Staples is willing to provide Sourcewell with specifics of our authorization as a reseller from any of the manufacturers we represent.</p> <p>Staples also intends to utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and Sourcewell participating Member with reference made to the Staples/Sourcewell contract.</p>
27	Service force.	<p>Staples has a national service footprint that provides service and distribution coverage to nearly the entire U.S., with more than 8,900 fulfillment and delivery associates employed directly by Staples and are nationally dispersed throughout the U.S. Additionally, Staples has approximately 550 customer service associates in our call centers, including representatives who process fax orders, answer customer emails and provide agent support.</p> <p>Staples proudly operates the most extensive and technologically advanced distribution network in the industry and Sourcewell participating Members will continue to benefit from a robust national network of fulfillment centers equipped to achieve their next-business-day shipping needs. Our network is strategically located close to our delivery partners, vendors and customers to ensure that we always keep our network costs low. This means getting products to Sourcewell Members accurately, on time, complete and undamaged. Please see Attachment 3 for a list of our fulfillment centers in the U.S.</p>

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>At Staples, we have a team by each participating Members side, dedicated to serve. Staples owns and operates four North American call centers staffed with highly trained Staples associates. Additional support is provided offshore, as needed, to reduce wait times and ensure ample coverage for our customers nationwide. All customer service associates provide expert support for more than five million customer inquiries per year.</p> <p>To drive higher customer satisfaction, Staples provides:</p> <ul style="list-style-type: none"> • A One & Done Service Culture – With a first-call resolution rate of 90%, we train and empower our associates to resolve issues at initial contact. • Direct Connection to a Live Representative – Participating Members will always reach a Staples Customer Service Representative right away. Our goal is to answer calls within 30 seconds and reply to emails within four hours. • A Knowledgeable, Highly Trained Team – Every call center associate attends a comprehensive three-week training program covering customer service skills, problem resolution and product information. • Proactive Alerts – If a delivery delay is expected, we'll let the Member know. • A Continuous Feedback Loop – We review all customer feedback and if the Member is not satisfied, we follow-up with them to make things right. <p>SERVING SOURCEWELL MEMBERS' NEEDS</p> <p>Our Customer Service Representatives have access to all the details necessary to provide service specific to participating Members' business, and even their location. The Staples Customer Service team is their first line of contact for:</p> <ul style="list-style-type: none"> • Login support and password resets • New user set up and adding ship-to locations • Assisting with online profile management • Aiding with account setup, expedited ordering and research • Pricing inquiries and special orders processing • Delivery and backorder tracking • Billing and tax exemption questions <p>Customer Service is conveniently available Monday through Friday from 8:00 a.m. to 8:00 p.m. EST by email, phone or via live chat on StaplesAdvantage.com.</p> <p>CALL CENTER STRUCTURE</p> <ul style="list-style-type: none"> • Customer Service Representative – Responsible for order entry, issue resolution, providing order status and product information. This individual has ongoing direct contact with participating Member and develops a strong knowledge of the specifics of their account. • Order Resolution Associate – Focuses only on order entry, resulting in time and accuracy efficiencies. • Team Manager – Coordinates the activities of the Customer Service Representatives in each group, ensuring that each account is supported, and procedures are enforced. • Customer Operations Team – Communicates with participating Member about next-business-day delivery exceptions and rare instances of product cancellations. • Quality Assurance Team – Monitors contact between associates and customers and reports on key customer service trends important to the business. Coaches both managers and associates to improve the quality of customer interactions. <p>MANAGED PRINT SERVICES</p> <p>DEX Imaging's Managed Print Services help participating Members create a more efficient, customized and sustainable printing network. DEX Imaging's customer service outreach is a multi-faceted group. There is customer service through each touchpoint of the process: initial meeting, implementation, and ongoing management – making up the participating Member's account team. The DEX Imaging Account Sales Manager is their main point of contact for their MPS program and is in contact with the Member from pre-sale forward. Their customer service representative is involved in the coordination and participation for the installation, setup, and provides solutions for various technological devices while overseeing the customer database. Their project manager is responsible for the implementation of their devices from sale to delivery. With any equipment troubles, there is a 3-layer approach. Participating Members will speak to either Customer Service, a Service Engineer or have a Service Technician dispatched, depending on the complexity of their issue. DEX Imaging's service department has a historical 99.98% approval rating, due in large part to the exclusive Customer Care Program we've implemented.</p>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our proposal includes service to all geographic areas in the continental U.S. and Alaska. There are some product and service exceptions and/or additional costs for Hawaii and other U.S. territories. Please see Question 31 below for more details. Staples is not including Canada in the scope of our proposal.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Staples has a national presence in the U.S. If re-awarded the office products agreement with Sourcewell, Staples will continue its established efforts to promote the Sourcewell agreement in compliance with Staples' contractual obligations and the suitability of the Sourcewell agreement for the applicable prospect/customer.

<p>31</p>	<p>Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.</p>	<p>Staples reserves the right to charge fees to the following locations unless otherwise mutually agreed between Staples and the participating Member.</p> <p>Delivery to Alaska or Hawaii. The following additional delivery terms apply for shipments to Alaska or Hawaii: Shipments up to 159 lbs. will be shipped with transit times of two to three (2 to 3) business days. Shipments over 159 lbs. or items which cannot be shipped via normal means, including any items which are classified as hazmat or ORM-D (other regulated materials for domestic transport only), are shipped via ocean freight. Staples' policies prohibit shipment of any fully regulated hazmat items. Such items must be shipped directly from the vendor. Ocean shipments will be delivered approximately fourteen (14) calendar days from the date of shipment. All shipments to Alaska or Hawaii will be subject to a 25% surcharge to help offset the cost of freight.</p> <p>Every country has specific requirements in which both the exporter and importer must follow; here are some additional specific details for U.S. Territories and Possessions:</p> <p>Delivery to Puerto Rico. The following additional delivery terms apply for shipments to Puerto Rico: Shipments up to 150 lbs. will be shipped with transit times of two (2) business days. Shipments over 150 lbs. are shipped via ocean freight. Any goods classified as ORM-D (other regulated materials for domestic transport only) will also ship ocean freight, regardless of weight. No hazardous goods can be exported to Puerto Rico. Transit time is approximately seven to ten (7 to 10) business days from door-door. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the Products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees, and other costs (including freight) will be charged back to Buyer on a separate invoice.</p> <p>Delivery to U.S. Virgin Islands. The following additional delivery terms apply for shipments to the U.S. Virgin Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately three (3) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No hazardous goods can be exported to these locations. Any goods classified as ORM-D (other regulated materials for domestic transport only) will ship ocean freight, regardless of weight, and will require an additional five (5) days of transit time. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the Products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees, and other costs (including freight) will be charged back to Buyer on a separate invoice.</p> <p>Delivery to American Samoa, Guam, Northern Mariana Islands. The following additional delivery terms apply for shipments to American Samoa, Guam, and the Northern Mariana Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately five (5) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No ORM-D goods or hazardous goods can be exported to these locations. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the Products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees and other costs (including freight) will be charged back to Buyer on a separate invoice.</p> <p>Import/Export. If Staples agrees to export Products from the U.S. to Buyer's locations outside the U.S. (including but not limited to Mexico, Canada and all U.S. Possessions and Territories) (for these purposes referred to as "Other Locations"), the following applies: (a) Staples will not be the Importer of Record for any Products shipping to Other Locations. Buyer or Buyer's agent shall nominate a customs clearing agent to act on its behalf and to facilitate the import customs clearance process. Buyer shall be responsible for obtaining any documentation, such as special permit(s) or license(s) that may be required to import Products; (b) Buyer shall be responsible for payment of any customs clearance and duties and taxes and the full freight cost of the shipment; (c) Staples will not provide Certificates of Origin (C/O) or Free Trade Agreement certificates; (d) Staples will not export the following Products: ORM-D (Other Regulated Materials-Domestic); consumables; and/or Products prohibited from export by Staples' vendors; (e) Staples will not export Products to Other Locations in the event any export restriction applies; and (f) Staples will not accept returns from Other Locations unless agreed in writing.</p>
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Table 7: Marketing Plan

Line Item	Question	Response *
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<p>32</p>	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Staples response to questions 32 through 34 of this section should be considered as "Trade Secret": Staples' strategy for the national promotion of the Sourcewell Contract consists of four fundamental and ongoing approaches that our experience has shown are critical to the contract's success. These approaches are based on leveraging the unique skills and strengths of our business development and account management sales team.</p> <ul style="list-style-type: none"> • Business Development - prospecting and acquisition process <ul style="list-style-type: none"> o Continue to focus efforts on acquisition of participating Members in the public sector through the Sourcewell contract o Leverage the unique skills and strengths of our mid-market teams for small and medium sized Members and our enterprise teams for larger more complex Members • New Account Management - new account implementation and ramp <ul style="list-style-type: none"> o Implement accounts with specificity, efficiency and speed o Comprehensive program training • Existing Account Management - existing account communication and penetration <ul style="list-style-type: none"> o The development and deployment of program tools to ensure individual entity adoption, compliance, loyalty and satisfaction • Ongoing Internal Training and Education <ul style="list-style-type: none"> o Continue to develop internal training tools that communicate best practices, processes and contractual specifics throughout our salesforce <p>It is our responsibility and our goal to leverage existing communication tools and best practices to successfully support the Sourcewell contract through the acquisition and implementation of new participating Members and the continued service and management of existing accounts. These tools and tactics are further enumerated in our Attachment 4 – Sourcewell Marketing Plan.</p> <p>We have also included representative samples of some of the marketing materials we make available to your participating Members. Actual examples can be provided upon request.</p> <p>The plan:</p> <ul style="list-style-type: none"> • Is a complete lifecycle of internal and external tools that ensures contract promotion through proven best-practices and constant innovation • Relies on the committed resources of the entire Staples organization, supported by our senior management team • Utilizes a full range of tools and technology including, but not limited to: <ul style="list-style-type: none"> o Online and in-person training tools and techniques o Leveraging the significant investment Staples has made in sales force automation methods to ensure the consistency of message, availability of materials and visibility into progress throughout the entire sales organization. o Internal instructional website presence for sales education o Public-facing website presence for current and prospective Sourcewell participating Members
<p>33</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>As detailed in Attachment 4, Staples utilizes digital, social and sales enablement marketing materials to support Sourcewell targeted opportunities as well as mass communication to select customers. Attached is the comprehensive marketing plan that we have developed to support marketing offerings to support Sourcewell Members. Our marketing plan promotes awareness of the Sourcewell contract to your Members utilizing our marketing technology and ecommerce platform StaplesAdvantage.com</p> <p>ACCOUNT BASED MARKETING (ABM) - USER-FOCUSED</p> <p>To ensure compliance, Staples can use digital retargeting and content syndication to proactively communicate to Sourcewell's membership in order to drive location (site) and end user level (conversion) participation. The goal is to improve compliance and revenue of the Sourcewell/Staples contract.</p> <p>STAPLESADVANTAGE.COM/SOURCEWELL MICROSITE</p> <p>Staples also has a public-facing website that educates prospective and existing customers on the Sourcewell/Staples Contracts:</p> <ul style="list-style-type: none"> • Overall Program Highlights • Contract Highlights • Ordering Overview • Product and Service Overview • Contact Information • Messaging from Sourcewell • Link to www.StaplesAdvantage.com/Sourcewell for more information

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Our success in driving the Sourcewell contract is directly attributable to the support and participation of Sourcewell itself. In continuing to promote the contract, we see significant benefit in this continued support exhibited through:</p> <ul style="list-style-type: none"> • The ongoing collaboration between Sourcewell and Staples that allows for the optimization of identifying, soliciting and acquiring participating Members and contract participants. • The regular communication of industry and public procurement conditions that will allow Staples to tailor its acquisition and management efforts to contract prospects accordingly. • The identification and creation of opportunities that allow Staples to provide Sourcewell participating Members its entire scope of products and services. While providing an increasingly attractive value proposition for prospective Members and a compelling source of value for participating Members. • Assistance in identifying Sourcewell participating Members to provide account of their contract success, these successes would in turn be used to acquire new participating Members to the Sourcewell/Staples contract. • The co-development of marketing materials and the mutual identification of marketing opportunities including public events and trade shows. • Ongoing availability to meet with Sourcewell, Staples' senior-level leadership and sales management to reinforce the opportunity within the contract and the vital role it plays in Sourcewell's and Staples' mutual ongoing success.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Yes. At StaplesAdvantage.com, participating Members can do more than just order the products they need. Our site is fully customizable to their unique requirements. StaplesAdvantage.com provides easy online ordering, the ability to set spend limits, approval flows, and charge orders to multiple departments plus transactional details to easily reconcile orders. Order management is easy with shopping lists for fast reordering, order tracking, delivery notifications, free returns, reporting and online bill pay. And, we have experience integrating with over 300 third-party purchasing platforms.</p> <p>EASY ORDERING TOOLS</p> <p>StaplesAdvantage.com provides features and functionalities to streamline participating Members' ordering process while minimizing time spent on purchasing the items their organization needs to succeed. Key features include:</p> <ul style="list-style-type: none"> • Increased Login Security – Website generated welcome email contains a password set up link for customers to create their unique password for enhanced security. • Easy Search & Navigation – New header design for effortless navigation and approvals, orders and shopping lists displayed on the home page for easy access. Search by keyword or item number for a summary of categories and top-ranking items that match their criteria. Narrow results by category, brand or your recently purchased items. Advanced search with auto-suggest terms to find what they want fast and the ability to add to their cart from search to save time. • Shopping Lists – Create, save and share lists of frequently ordered or preferred contract items for faster reordering while maintaining program compliance. • Order Status & Tracking – View details on all orders placed in the past 90 days, track their orders and view proof of delivery. • Online Returns – Process returns by clicking Return an Item from the My Order Status page. • Ink & Toner Finder – Search by brand, model or cartridge number. Our enhanced ink and toner finder also includes past purchases and allows end users to save printer information. Or choose from a range of free recycling options by clicking Recycle Ink & Toner. • Favorite Items – Click the heart icon on product tiles and pages to easily add items to a shared or personal shopping list that can be made a favorite. • Time to Reorder – View and reorder items ready for replenishment right from your Home page, based on purchasing history. Frequently purchased items now include a list of products purchased over a one-year timeframe. All order management essentials are available in order history: order search, details, tracking and returns, with up to two years of history. • Easy Savings Alternative – Easy savings alternative products are presented on the product page and at checkout if a similar item with a lower price is available. • Customizable Print Products – Personalize business cards, greeting cards, rubber stamps, nameplates and more using your own design or standard company templates. • Robust Help Center – The StaplesAdvantage.com Help Center enables customers to search help topics, manage their account, track or return orders, view or print their packing slip, get pre-paid address labels to recycle ink and toner and more. <p>ONLINE PROCUREMENT CONTROLS</p> <p>Participating Members can achieve greater control over your purchasing with StaplesAdvantage.com, whether integrated with their existing e-procurement systems or on its own. We offer:</p> <ul style="list-style-type: none"> • User & Location Management – Easily add new users, supervisors and account administrators and remove or add shipping locations. • Approval Controls – Establish spending limits and approval routing to track account expenditures by user and department. • Small Order Controls – To maximize efficiencies, implement order controls that prevent users from placing orders under a minimum amount. • Customization Features – Customize your platform with special instructions and messages to keep users in program compliance. <p>MOBILE CAPABILITIES</p>

Participating Members can order products, track shipments and access their accounts on their tablets or smartphones using our mobile app. Available for Android and Apple devices, features of the Staples mobile app include:

- Full account information, including recent orders, orders pending approval and custom deals
- Scan-to-order functionality
- Search, browse and order on the go
- One-touch order approvals
- Shopping lists for quick replenishment
- Ink & Toner Finder
- Quick Order entry
- Filterable search results
- Order status and package tracking
- Integration with StaplesAdvantage.com
- Secure Remember Me feature for login convenience

ONLINE REPORTING

Participating Members can easily access on-demand reports on StaplesAdvantage.com

- User reports provide pertinent user information including approval hierarchy, ordering limits and assigned ship-to or budget center information.
- Spending reports provide a summary of purchases by budget center, bill-to, ship-to or individual for up to 24 months, including details on ordering method, order totals, number of orders and average order size.
- Budget reports allow you to monitor the variances between spend versus budget.

SCALABILITY

If a participating Member has a surge in new hires or acquires a new division, their Staples team is ready. StaplesAdvantage.com is fully scalable to meet their changing business needs. We have the infrastructure in place to handle the ordering needs of additional users without affecting website performance. We analyze site capacity levels and plan for additional volume months in advance. We conduct stress tests regularly to ensure optimum site performance and site speeds.

MANAGED PRINT SERVICES

DEX Imaging's e-info and Patrol work together as an online reporting channel for participating Members' Printer Fleet. The e-info portal allows the client-based management of an account. Using e-info gives Members the ability to manage devices online by ordering supplies, checking status orders, initiating service requests, inputting meter reads, and generally reviewing all accounting facets. This information is extracted from the Patrol Wi-Fi device we install on all printers on the day of delivery. Patrol safely and securely receives real-time printer information from your print network to order supplies and monitor print volumes, providing the necessary information for powerful reports on printing efficiency. No more wasted staff time with supply ordering or meter readings — the Patrol device will let us know when to ship toner or schedule routine maintenance.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs, and any on-boarding resource or training that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Staples can introduce a comprehensive communication campaign prior to program launch to ensure participating Member's employees have a full understanding of their new Staples program. As a standard, we train through online webinars to ensure participating Member's employees across locations and remote users have access to the sessions. Other types of training sessions can be provided, if needed. Our Field Marketing team will customize a plan to maximize program awareness at all your locations, including providing information on available trainings.</p> <p>Tools and support materials are always available at StaplesAdvantage.com/Information. Customized materials can be provided upon request. Training sessions can also be scheduled as needed throughout the life of your program.</p> <p>JANITORIAL TRAINING PROGRAMS</p> <p>To create a successful janitorial program for participating Members, Staples provides customized training programs to demonstrate the best procedures for your staff to use our products. By employing the correct procedures and techniques, Members' facilities staff will dramatically reduce its labor and product costs, increase productivity and improve their sustainability program.</p> <p>We have a dedicated Facilities Technical Training team for both customer and in-house training. This team has an average of 25 years' experience and is certified in the ISSA Cleaning Industry Management Standard, ISSA Cleaning Industry Training Standard, OSHA and GHS standards.</p> <p>We use a library of ISSA-certified training programs along with customized curriculum developed for the specific needs of our customers. Our training materials include process manuals and bi-lingual wall charts. Training methods include onsite and web-based programs, as well as in-person at our training facility in Aurora, Colorado.</p> <p>The courses we provide include:</p> <ul style="list-style-type: none"> • Introduction to cleaning • General safety • Hard floor care • Restroom care • General cleaning • Carpet care • Hazard communication • Customer service <p>Completion of our training program qualifies participating Members' employees for ISSA CITS Master Cleaner Certification.</p> <p>PRINT & MARKETING TRAINING</p> <p>Participating Members will receive customized training and extensive ongoing support from your Staples account team to ensure a successful program launch. Your Print & Marketing Account Executive can provide training for your users. It's our goal to make ordering your print products simple and easy.</p> <p>About four weeks prior to the go live date, our Field Marketing team will create an announcement for Members to send to their users that will help set the tone for their Print program's success. Over the next few weeks we'll follow up with Coming Soon communications to promote program awareness and advantages of your new program with Staples. Staples can send training announcements to users with dates and web-based training details, plus user guides. Their Print & Marketing Account Executive will host trainings, ensuring that their trainer has intimate knowledge of their program details. Once the program launch is complete, participating Member's Print & Marketing Account Executive will continue to monitor the print program to identify areas of improvement and opportunity for increased efficiencies.</p> <p>MANAGED PRINT SERVICES</p> <p>Training for printers and copiers will be performed upon delivery of new equipment and offered through the term of the agreement at no charge. Training is provided by either the DEX Imaging Help Desk Team, Customer Service Team, or our Systems Engineer team. Users will be given key-op training and instructions sheets for better understanding of the equipment. Initial training happens at install and should include all users pointed to a specific device. Multilayer training is available for users of different skill levels. Training will include functionality of the device, operating within the workflow of a specific department, responsible use of the equipment, describing policies set forth by the Administration team as well as general use directions. Ongoing training can be scheduled with the account team and is suggested for new employees, workflow changes, departmental changes and new policies implemented by the facility.</p>
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37	Describe any technological advances that your proposed products or services offer.	<p>To remain at the forefront of our industry, we are constantly implementing new and innovative ideas so that we can enhance the services and offerings we bring to our customers. Some of our current innovations include the following:</p> <p>WORKLIFE PRODUCTS & SOLUTIONS</p> <p>With the introduction of our new innovative products we offer tools and systems that help drive solutions in business essentials, breakroom, facilities, technology, and furniture.</p> <ul style="list-style-type: none"> • Tru Red. Thoughtfully designed business essentials to help you work, create and innovate better. Quality tested and engineered to last. • NXT Technologies. Tech products to keep your teams connected and productive — whether they're at the office or the airport, a coffeehouse or the couch. • Coastwide Professional. Professional-grade facility and pack and ship supplies built to spec and made to perform, with no wasted product or labor. • Perk. Breakroom essentials designed with quality, value and just the right touch of personality to bring fun and energy to break time. • Union & Scale. Furniture and decor that work together in perfect harmony. There's a collection for every style and work style. <p>BLUPRINT™ SITE ASSESSMENT TOOL</p> <p>The Staples BluPrint app is the industry's first and only mobile solution for site assessments for janitorial and facilities programs. Using this innovative tool, the Staples Facilities Specialist can take pictures of various areas and have a conversation with the facility manager about their recommendations for enhancing current assets. Later, a report is generated that includes those pictures as well as a written description of the recommendation and rationale behind it. Then, the Staples Facilities Specialist shares a customized presentation translating our findings into a straightforward, impactful current versus future state comparison.</p> <p>SMARTSIZE PACKAGING™</p> <p>Order delivery is a major area of Staples' and our customers shared environmental footprint. Staples has rolled out award-winning SmartSize technology to most of our U.S. fulfillment centers that tailors box sizes to the exact size of the order. In addition to utilizing about 20% less corrugate, SmartSize lessens our use of air pillows by approximately 60%. In addition, it not only reduces packaging waste, but helps optimize the available space of our courier vehicles.</p> <p>ROBOTIC MATERIAL HANDLING SOLUTION</p> <p>Staples recently developed a cutting-edge robotic material handling solution for our fulfillment centers. Unlike other systems in the market today, the automated robotic storage and retrieval system incorporates two types of automated guided vehicles into a unified system that brings both high and low cubic velocity items to a single pick and pack station. This unique robotic material handling solution provides a more efficient and flexible warehousing operation that improves service to our customers.</p> <p>This solution is live in four of our fulfillment centers and is rolling out across our remaining fulfillment centers in the months to come. We are also exploring other potential applications for our groundbreaking technology outside of our fulfillment centers.</p> <p>E-COMMERCE</p> <p>Staples' new strategy is driven by the company's commitment to helping professionals make their workplaces more productive and connected, and to provide products and services designed to help inspire colleagues to do their best, most creative work.</p> <p>Central to our reimagined brand is an upcoming new, interactive digital experience to make it easier for customers to build a workplace that makes every employee's Worklife fulfilling and collaborative. The future online experience will connect customers to products and solutions in a variety of ways, from intelligent content and peer recommendations, to intuitive shopping and buying tools. Recent enhancements include making it easier to find and reorder product, improving basic ordering features and adding more self-service features.</p> <p>PRINT</p> <p>Technological advances are critical to our corporate strategy. Within print, new direct-to-plate, electronic proofing, digital presses, and electronic pre-press are constantly evolving. The internet has changed and improved many business processes. Electronic forms of varying complexities continue to improve overall business processes. The communications infrastructure required to successfully integrate these technologies is also improving. All these technologies, and more, are changing the printing industry.</p> <p>MANAGED PRINT SERVICES</p> <p>Patrol box is a device hardware, firmware and server application that was developed by DEX Imaging's internal R&D department. It is a patented device that uses smart technology for supply replenishment. To date, over 10 patents have been filed for the PrintCounts embedded Patrol device and requisite software.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Staples offers a full array of sustainability solutions to help participating Members meet their sustainability goals. As a partner committed to sustainability, we carry a large assortment of eco-responsible products across all our product categories, provide comprehensive environmental reporting and offer industry-leading recycling and waste reduction programs. Our sustainability experts can design a program tailored to each participating Member's goals and our Field Marketing personnel will help promote it to their employees. Please see Attachment 5 for more details.</p>

39	Identify any third-party issued eco-labels, ratings or certifications awarded to the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>ENVIRONMENTAL CERTIFICATIONS</p> <p>ENERGY STAR® CERTIFICATION</p> <p>To improve energy efficiency, we began participating in the ENERGY STAR Building Certification program with the goal of certifying 50% of our active facilities by the end of 2020. At the end of 2018, 51% of our active facilities were ENERGY STAR certified, reaching our goal ahead of schedule. Each certified site has increased energy efficiency by 20% to 30%. For our efforts, Staples has received the EPA's ENERGY STAR Partner of the Year Award for 9 consecutive years.</p> <p>ENVIRONMENTAL PRODUCT CERTIFICATIONS</p> <p>Staples offers a wide array of eco-conscious products that are third-party certified. We track dozens of leading environmental certifications down to the product level, which we can then report to our customers. These items are easily identified in our catalogs and online. Some examples include:</p> <ul style="list-style-type: none"> • ENERGY STAR and EPEAT qualified technology • FSC certified, recycled and alternative fiber-based papers • Green Seal™, UL EcoLogo, and U.S. EPA Safer Choice certified cleaners • AP non-toxic certified writing instruments and art supplies • GREENGUARD, Indoor Advantage and LEVEL-certified furniture <p>ENVIRONMENTAL PARTNERSHIPS & AFFILIATIONS</p> <ul style="list-style-type: none"> • Sustainable Purchasing Leadership Council (SPLC) – This non-profit organization supports and recognizes purchasing leadership that accelerates the transition to a prosperous and sustainable future. Staples is a member of this organization as both a supplier and purchaser. • U.S. EPA ENERGY STAR for Buildings Partner – Staples joined the ENERGY STAR for Buildings program to advance energy efficiency in our operations. • U.S. EPA WasteWise Partner – This voluntary program focuses on helping organizations eliminate waste and increase recycling rates across their operations; Staples joined in 2005. The program has helped us measure and set goals for waste reduction and recycling internally. • U.S. EPA Sustainable Materials Management Electronics Challenge Partner – This voluntary program works to increase the number of electronic devices collected and safely recycled in the U.S. Staples was the first retailer to offer a national office technology-recycling program. • GreenBlue Sustainable Packaging Coalition (SPC) – This non-profit, multi-stakeholder group is dedicated to a more robust environmental vision for packaging. Through strong member support, an informed and science-based approach, supply chain collaborations and continuous outreach, the SPC endeavors to build packaging systems that encourage economic prosperity and a sustainable flow of materials. • GreenBlue Forest Products Working Group – This brings together leading companies that rely on paper, wood and other forest products to share their knowledge and develop innovative solutions to support thriving forests and the forest products industry. • Rainforest Alliance Appalachian Woodlands Alliance (AWA) – We have been working with Rainforest Alliance and several other brands as part of the AWA for several years to explore and test new models for advancing responsible forestry practices in the southeastern U.S. • Carbon Disclosure Project – We have voluntarily reported our greenhouse gas emissions inventory data to this organization since 2005 as part of our commitment to reducing our global carbon emissions. We also share our emissions data with any commercial and enterprise customer who requests it through the CDP Supply Chain program. • EcoVadis – Staples works with EcoVadis, the world's most trusted provider of business sustainability ratings.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Staples shares Sourcewell and its participating Members' commitment to diversity and offers your choice of two diversity programs to achieve participating Member's diverse and small business supplier spending goals.</p> <p>DIVERSITY ONE PROGRAM</p> <p>We've formed strategic alliances with highly respected and experienced diverse and small business suppliers. Using a rigorous supplier qualification process, our Diversity One program connects participating Members with a certified supplier who will collaborate with Staples to provide a fully managed program that meets the quality standards, service and scope required.</p> <p>We find successful, independently owned and credible diverse companies and help them grow their businesses, create jobs and expand their offerings. Staples provides our Diversity One suppliers with extensive coaching and mentoring to build capacity within their organizations.</p> <p>DIVERSITY TWO PROGRAM</p> <p>With this program, participating Members can access a wide selection of high quality, cost-effective products manufactured by diverse and small business suppliers. Participating Members can benefit from:</p> <ul style="list-style-type: none"> • A wide selection of high-quality products easily identified by MBE and WBE symbols • Products across every category — business essentials, furniture solutions, facility solutions and technology solutions • Detailed reporting and tracking of their diverse product spend • Expert, consultative support from their Staples Account Manager, who will identify opportunities to utilize these product groups and report on the Member's progress <p>Please note that Staples reserves the right to implement a pricing upcharge when setting up a Tier One program for any participating Member.</p>

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?</p>	<p>As Sourcewell's current contract supplier, we plan on increasing our overall value and to continue offering built-in flexibility to accommodate the evolving needs of your participating Members. Our new proposal offers a full-service approach that contains the following elements and molds them into a cohesive, cost-reducing procurement program that is unmatched by other suppliers in our industry:</p> <ul style="list-style-type: none"> • Worklife Solutions – Participating Members can maximize unique supplier consolidation savings through our integrated product and service offering, which includes business essentials, facility solutions, breakroom offerings, business furniture and interior design services, pack and ship supplies, technology products and services, promotional products and print and marketing services. • Financial Strength – You never need to worry about us falling short or cutting corners. Our leading financial position allows us to continually invest in our business and provides participating Members with the confidence of working with a strong and stable supplier. • Dedicated Account Team – We put together a full, dedicated team for participating Members' business. Your Account Manager provides insights and recommendations on Worklife solutions. Your Customer Success Consultant manages your programmatic needs and a Site Management team proactively ensures compliance of your program across all locations. • Category Expertise – Industry experts provide assessments and advice on products and process efficiencies. • Superior Delivery Execution – Rely on free, accurate next-business-day delivery to your locations from our strategically located, state-of-the-art fulfillment centers. • E-Procurement Expertise – Our website provides easy online ordering, the ability to set spend limits and approval flows, line item budget center to charge orders to multiple departments and transactional details to easily reconcile orders. Order management is easy with shopping lists for fast reordering, order tracking, delivery notifications, free returns, reporting and online bill pay. And, we have experience integrating with over 300 third-party purchasing platforms. • Recognized Customer Call Centers – Exceeding your expectations is our highest priority. Our knowledgeable Customer Service team is ready to solve your problem in one call. • Largest Retail Network – Our industry-leading network of U.S. stores gives participating Members easy same-day purchasing solutions. Your employees can make in-store purchases and receive your customer pricing for both office supplies and a full range of print solutions on marketing and print services. Or, use our Buy Online, Pick Up in Store option, and your items will normally be available for pick up in less than one hour. • Managed Print Services – DEX Imaging is completely unique in its approach to manage print. We offer multiple programs in managed print to accommodate the various types of organizations and buying strategies. The programs listed within this RFP are by themselves incredibly flexible, and our ability to cross pollinate between these programs is what truly separates us from the competition. This flexibility allows us to partner with any organization regardless of structure and/or financial limitation. • Incentives & Recognition – Staples Promotional Products' incentive and recognition offering is a full-service program built around strategy, technology, execution and ROI measurement. It is the pairing of these services and the people who bring them to clients that creates differentiation. Providing counsel on the best approach and the best way to invest funds in an incentive program means we will counsel you on methods that save you money as well. We can offer participating Members multiple economical options to meet their requirements. • Corporate Responsibility – We are committed to corporate responsibility and recognize the close connection between our success and our efforts in the areas of environmental sustainability, ethics, diversity and community. • Worklife Magazine – In 2019, we launched the first issue of our quarterly magazine, Staples Worklife. Available online and in print, this magazine is for professionals and offers insights, ideas and practical know-how for decision-makers and problem-solvers. It features exclusive interviews with today's trailblazers and articles written by business and productivity experts. <p>With Staples, our focus is our customers' Worklife needs. Sourcewell participating Members can rely on expertise that helps them make smarter purchasing decisions. With the introduction of our new innovative products we offer tools and systems that help drive solutions in business essentials, breakroom, facilities, technology and furniture.</p> <ul style="list-style-type: none"> • Tru Red – Thoughtfully designed business essentials to help you work, create and innovate better. Quality tested and engineered to last. • NXT Technologies – Tech products to keep your teams connected and productive — whether they're at the office or the airport, a coffeeshop or the couch. • Coastwide Professional – Professional-grade facility and ship and pack supplies built to spec and made to perform, with no wasted product or labor. • Perk – Breakroom essentials designed with quality, value and just the right touch of personality to bring fun and energy to break time. • Union & Scale – Furniture and decor that work together in perfect harmony. There's a collection for every style and work style.
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42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Staples is willing to explore providing goods and services to Sourcewell participating Members located outside the U.S. Sales to such locations will be made in accordance with the operational requirements of our non-U.S. businesses, as well as the requirements of applicable local law. Please note that expanding the use of this contract into other countries will require addenda to the contract, as Staples uses separate legal entities in its non-U.S. operations.
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Table 9: Warranty and Performance Standards

Describe in detail the warranties applicable to the equipment or products included in your proposal, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	Do warranties cover all products, parts, and labor?	<p>Supplier expressly warrants that it will provide Buyer with pass-through of all manufacturers' warranties for all office products sold to Buyer. Supplier expressly warrants that all Supplier-branded Office Products provided by it are: (1) merchantable; (2) of good quality and workmanship; (3) free from defects, latent or patent, in material, design, and workmanship for whichever period is shorter, either (a) one year from the date of purchase, or (b) as otherwise specified on the packaging of the Office Products; (4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with Supplier's samples, if any.</p> <p>CUSTOM-IMPRINTED PRODUCTS</p> <p>Prior to Supplier's production of custom products such as print or promotional items and items which contain a corporate or personal logo, name or other marking of Buyer (hereinafter "Print Products"), Supplier shall submit to Buyer samples or an appropriate proof of each item, for Buyer's written approval of the Print Products. Buyer agrees to promptly review any items submitted to Buyer for approval under this section.</p> <p>Supplier warrants that Print Products in their unaltered, unmodified form are free from defects in design, workmanship and materials and are in compliance with the specifications agreed to by the Parties. In the event any defects in design, workmanship or materials, or material deviation from the specifications or claims made by Supplier, are discovered by Buyer, Buyer's sole and exclusive remedy shall be, at Supplier's sole election, for Supplier to replace the defective Print Product at Supplier's expense or to credit Buyer's account for the net amount actually paid by Buyer to Supplier for the applicable Print Product, provided that Supplier is reasonably certain that the warranty claim is valid and was not caused by Buyer.</p> <p>The following terms apply when Members provide content for Staples to reproduce:</p> <p>Buyer Warranty. Buyer represents and warrants that it owns or has the right and license to use, adapt and reproduce Buyer Property. Buyer represents and warrants that Buyer Property shall not infringe or misappropriate any patent, trademark, trade secret, mask work, copyright, design or any other proprietary right of any third party, and complies with all applicable federal, state and local laws, regulations, and rules. Buyer grants to Supplier a non-exclusive, worldwide, royalty-free and fully paid up right and license to use, reproduce and incorporate Buyer Property solely in connection with Supplier's obligations hereunder. Supplier acknowledges that, as between Supplier and Buyer, Buyer owns, controls and shall retain all ownership rights in and to Buyer Property. All proprietary rights and goodwill in the Buyer Property shall inure to the benefit of Buyer and not Supplier. Supplier shall acquire no intellectual property rights in the Buyer Property by reason of its use thereof, and if, by operation of law, or otherwise, Supplier is deemed to, or appears to, own any intellectual property in the Buyer Property, Supplier shall, at Buyer's request, execute any and all documents necessary to confirm or otherwise establish Buyer's rights therein. Buyer acknowledges that, as between Supplier and Buyer, Supplier owns, controls and shall retain all ownership rights in and to Supplier's proprietary systems and business processes and any designs, artwork, prototypes, or other materials prepared or produced by or for Supplier.</p> <p>Buyer's Property means the trade names, logos, artwork, forms, trademarks, copyrights, trade devices, trade dress, service marks, symbols, abbreviations, registered marks, indicia of ownership, information, representations, descriptions, classifications, characterizations, statements, or language contained in or on any print or electronic content or materials provided to Supplier by Buyer in connection with Supplier's performance hereunder.</p> <p>To the extent permitted by applicable law, Buyer shall indemnify, defend and hold harmless Supplier for any third party claims, suits, judgments, and costs instituted or recovered against Staples for any alleged or actual infringement</p>

		<p>of any patent, copyright, trademark, trade secret or other intellectual property or other rights of a third party resulting from (i) Buyer's breach of Buyer's warranty related to Buyer Property; or (ii) Supplier's use of Buyer Property in accordance with the specifications provided by Buyer.</p> <p>SERVICES WARRANTY Supplier warrants that the Services shall meet or exceed generally accepted standards in the industry and shall meet any required specifications mutually agreed upon by Supplier and Buyer. Staples' labor services are warranted for one year.</p> <p>MANAGED PRINT SERVICES Each of the programs contract includes supplies, service/maintenance, and parts. DEX Imaging also offers a Lifetime Performance Guarantee on all products and services. Provided that equipment is maintained and serviced under a DEX Equipment Maintenance & Supply Agreement (EMS), DEX Imaging guarantees it. If a unit is not performing up to manufacturer specifications/expectations and DEX Imaging is unable to repair the unit, it will be replaced at no charge.</p> <p>GENERAL WARRANTY DISCLAIMER These warranties are exclusive and in lieu of all others, whether oral or written, express or implied. Supplier specifically disclaims any and all implied warranties, including, without limitation, any implied warranties of merchantability and/or fitness for a particular purpose.</p>
44	Do warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see our response to Question 43 above.
45	Do warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Please see our response to Question 43 above.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Our proposal includes service to all geographic areas in the continental U.S. and Alaska. There are some exceptions for Hawaii and other U.S. territories. Staples is not including Canada in the scope of our proposal. For products purchased through Staples, all manufacturer warranties are passed on to the Member and upheld. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	For products purchased through Staples, all manufacturer warranties are passed on to the Member and upheld. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer. Please see our response to Question 43 for more details. MANAGED PRINT SERVICES Service is included on all print devices covered under your MPS contract. DEX Imaging performance guarantee extends beyond manufacturer warranty. Please see our response to Question 43 for more details.
48	What are your proposed exchange and return programs and policies?	<p>If for any reason you are not completely satisfied with a product purchased from Staples, you may return it within the applicable return period. We will gladly accept returns of a product in resalable condition with its complete and original manufacturers' packaging intact and undamaged, including Universal Product Code (UPC), manuals and parts and a copy of the packing slip. At any time, you can call our Customer Service team to submit a return or use our no-hassle online return process offered through StaplesAdvantage.com. Your delivery driver will pick up the returned item, so no shipping expense is required from you. Credit for returned items is issued once the items are received at the Staples fulfillment center. Typically, returns are picked up within 1 to 5 business days and the credit is released within 24 to 48 hours after receipt of the items.</p> <p>RETURN PERIODS BY PRODUCT</p> <ul style="list-style-type: none"> • Office Supplies, School Supplies and Facilities Supplies – 30 Days • Software (unopened)* – 30 Days • Opened or defective software may be exchanged for the same title and version within 30 calendar days of receiving the software. • Technology Items and Business Machines – 14 Days • Furniture – 14 Days after delivery (Only products in new condition, unassembled and in original packaging are eligible for return. A restocking fee may apply. Special-order or non-stocked furniture is not returnable, unless such products arrive damaged or defective.) • Non-Stock Products – Not returnable unless damaged/defective (within 30 days) • Custom-Imprinted Products – Not returnable unless damaged/defective <p>FACILITY SUPPLIES & EQUIPMENT We gladly accept the return of stock merchandise within 30 days from the date of delivery. Large orders and merchandise returned after 30 days may be subject to a restocking fee. Additional charges may be incurred for shipping and handling of hazardous or oversized materials. Partial cartons of hazardous materials cannot be returned. Equipment, including custom configured equipment, returns are subject to applicable manufacturer terms and restrictions.</p> <p>FURNITURE</p>

If for any reason you aren't completely satisfied with a furniture product, or if a product arrives damaged or is found to be defective, you may request to return it within 14 days of its delivery. Sourcewell participating Members can contact your Customer Service team to initiate the return process. The product must be returned to Staples with its complete and original packaging intact (original UPC code, packaging materials, instructions, manuals, etc.). Special order, customized, manufacturer-direct shipped or assembled items are not returnable, unless such products arrive damaged or defective.

PRINT & MARKETING SERVICES

Custom imprinted products are not returnable unless damaged or defective. These items may include, but are not limited to, all business cards, business forms, letterhead, promotional products, products customized per customer's specifications and products that have been imprinted with the customer's trademark, trade name, service mark and/or logo. Staples can work with participating Members throughout the design and proofing process to ensure your print products match your exact specifications. We conduct a thorough analysis of all damaged or defective products to ensure quality issues are corrected at our production facilities.

PROMOTIONAL PRODUCTS

Should a product arrive damaged or defective, please contact our Promotional Products Customer Care team to report it within 48 hours of receipt. Based on the specific damage or defect, Staples will either replace the item or issue a credit to your account. We conduct a thorough analysis of all damaged or defective products to ensure quality issues are corrected at our production facilities.

TECHNOLOGY PRODUCTS

At any time, Sourcewell participating Members can contact your Staples Technology Solutions (STS) Customer Service Representative for a Return Authorization (RA) number before returning any product. All returns/replacements must be in their original packaging and in resalable condition. We are unable to accept returns of non-stock, obsolete or special-order items that were ordered incorrectly. If product is being returned due to an error by STS, our Customer Service Department will provide a return authorization (RA) number and call tag to pick up the product. Returns of certain IT hardware are governed by the policies for return supported by the distribution source and manufacturers used. These may limit returns of non-defective items to a certain time period. They may limit returns of items once opened. They may include specific restocking fees. STS will actively work on behalf of Sourcewell to minimize and mitigate the impact of these limits and fees. We will ship replacement product on the same day that STS is made aware of the situation, as long as it is prior to 3:00 p.m. EST.

MANAGED PRINT SERVICES

DEX Imaging offers multiple programs which gives us the ability to provide a replacement or service loaner machine, if existing isn't operating up to standard, under our Performance Guarantee. Our rental programs also allow flexibility to change equipment if your environment circumstances change – i.e. you can swap out a Mono Printer for a Color Printer. Our Hot Spot Program is also available for devices that are under rental. Under this program, devices can be replaced on the fly, keeping critical areas at a 99.9% uptime.

DAMAGED/DEFECTIVE ITEMS

Please call your Customer Service team to return damaged or defective products. Your account will be credited when returned merchandise is received back into inventory. We conduct a thorough analysis of all damaged or defective products to ensure that our manufacturers correct any quality issues.

IMPORTANT NOTES ABOUT ALL RETURNS

- Non-defective dated goods such as forms, batteries, film, toner and ink cartridges are subject to approval and require a Return Authorization for credit.
- Calendars cannot be returned after January 31 of the year to which they correspond.
- For health and safety reasons, food, beverages, first aid and medical products cannot be returned.
- For similar reasons, janitorial and sanitation products (such as cleaning chemicals) can only be returned in unopened and unaltered original case quantities and packaging.
- Products purchased in bulk, including those intended to be used during a World Health Organization epidemic or pandemic alert, are subject to review prior to return.
- Neither party shall be liable for any consequential, incidental, special or exemplary damages arising out of or in connection with the sale, delivery, use or performance of the product. In no event shall Staples be liable (whether in contract, tort or otherwise) for damages arising out of or relating to a breach of any warranty or the sales, delivery, installation, use or performance of the product that exceed the purchase price of the product.
- Additional charges may be incurred for the shipping and handling of

products classified as hazardous or oversized materials. Partial cartons or opened containers of hazardous materials cannot be returned. It is your responsibility to ensure the products are used and disposed of in accordance with all applicable federal, state, county and local laws and regulations, including environmental rules and regulations.

49 Describe any service contract options for the items included in your proposal.

Staples offers a number of lease/service agreement options to meet Sourcewell Members' unique product and/or service needs. These lease options may include the following products and/or services and may require additional signed agreements between Staples and the requesting Sourcewell Member:

Coffee: We provide the coffee brewer, installation; maintenance and service through the term of the lease as long as the minimum spend requirements are met for coffee products. Minimum spend requirements vary by type of brewer.

Water: Program offered is a lease agreement – the customer pays established fees per month and Staples installs, maintains and services the filtration unit. The customer pays for the number of 5-gallon water bottles delivered to them and has an option to lease a water dispenser if desired – or they can choose to use their own 5-gallon water dispenser.

Ware Wash: Utilizes equipment that dispenses chemicals into a commercial dishwasher and Diversey provides the installation and the service as part of the customer's purchase of the Diversey chemicals through Staples.

Managed Print Services. DEX Imaging's Managed Print Services help participating Members create a more efficient, customized and sustainable printing network. We can help Sourcewell's participating Members customize a solution that utilizes a vendor neutral strategy which allows us to provide service and support for most print models and devices.

50	Describe any performance standards or guarantees that apply to your services (back-orders, retired products, substitutions, order delays or problems, metrics, etc.).	<p>Delivering your order complete, correct, undamaged and on-time is as important to us as it is to you. Our Supply Chain Quality Assurance team partners cross-functionally within the Staples organization to drive an outstanding customer experience. This means we strive for orders to be picked complete and correct, delivered on-time to the correct location, without damages or defects, every day. The Staples' Supply Chain Quality Program includes:</p> <ul style="list-style-type: none"> • Quality Assurance Supervisors and Leads located in each of our fulfillment centers to drive process improvements • A central Supply Chain Quality Assurance team that develops tools and processes to help local Quality Assurance teams identify and address defects within the order fulfillment process • Conducting weekly interactive and cross-functional collaboration forums to share best demonstrated practices and trends within the business • Tracking key metrics on a daily, weekly and monthly basis <p>THE PROOF IS IN THE NUMBERS</p> <p>We track a variety of metrics to measure quality and service throughout our fulfillment and delivery operations.</p> <ul style="list-style-type: none"> • Fill Rate – Calculated as the percentage of in-stock items shipped from your primary fulfillment center. Our fill rate for 2018 was 97.1%. • Missing & Wrong Rate – Calculated as the percentage of total orders with an error. We count each issue within one order as separate errors. Our missing and wrong rate for 2018 was 0.37%. • Returns Rate – Calculated as the percentage of returns placed. When returns occur, we have processes in place to credit you quickly. Our returns rate for 2018 was 1.45%. • Delivered by Date Confirmed – Calculated as the percent of fulfilled shipments (excluding dropship) where all cartons were delivered on or before the date promised at order confirmation. Our delivered by date confirmed rate for 2018 was 92%. <p>If quality levels fall below expectations, we use a combination of root cause analysis and process improvement techniques to identify and resolve the problem. Our continuous improvement processes have resulted in year-over-year quality level improvement.</p> <p>BACKORDERS</p> <p>Staples goes to great lengths to stock the right assortment of products to meet our customers' needs. We use sophisticated inventory models to ensure that items are stocked in the right fulfillment centers and in the right quantities. We continuously gather customer input to determine which products to include in future stocking models, including the slower moving but necessary ones.</p> <p>Staples' fulfillment logic can source an item from the next closest fulfillment center or a wholesaler when an item is temporarily out of stock. This platform technology allows Staples to fulfill a high percentage of orders immediately. Orders filled by wholesalers are married up with your Staples orders for seamless, on-time delivery. During the implementation process, Staples can work with participating Members to eliminate wholesale items from your core list to offer the best selection of items at the optimal price.</p> <p>Users on StaplesAdvantage.com can also confirm that an item will be delivered the next business day by viewing the Expected Delivery Date notification which automatically displays per item during check out. The checkout page displays a banner when there's an out of stock item. This provides the end user with the opportunity to choose a replacement the item, if preferred.</p> <p>When backorder situations occur, customers receive an email notification alerting them of the delay and of the expected delivery date.</p>
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
51	What are your payment terms (e.g., net 10, net 30)?	<p>Staples' standard payment terms are Net 30 days. Each participating Member will remit all invoice payments, including all taxes on its product purchases to Staples in thirty (30) calendar days from receipt of invoice, unless otherwise agreed to in writing by Staples and Member. In the event a participating Member fails to comply in any material respect with the foregoing payment terms, Staples may, at its sole discretion and in addition to any other right or remedy available under applicable law or in equity, immediately suspend all deliveries to such Member's location(s) by written notice to such participating Member and to Sourcewell.</p>

52	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Staples is flexible and utilizes multiple third-party leasing sources for eligible Staples customers. Participating Members may have an existing relationship with their own choice of leasing providers, and we may work with that provider if mutually agreed to. Leasing terms and conditions vary by lease provider and the requirements of the acquisition and are determined as the solution is developed and the leasing source is finalized. Our broad range of leasing options is flexible so that you can tailor the length, acquisition type and amount of your payments to meet your business' needs. Lease options include capital or operating lease options, giving you end of term options to keep (own), upgrade or return assets. Leases may allow for certain soft expenses like service, software and accessories to be include in the monthly payments for an asset acquired under lease. Staples can work with your organization to help finalize the option that best suits your needs.
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>Staples operates as a reseller/distributor and does not have a dealer network. Our key business goals center on helping our customers simplify the ordering process, eliminating hidden costs in the procurement process and enhancing delivery accuracy. We offer a variety of ordering methods to achieve these goals:</p> <ul style="list-style-type: none"> • Online via StaplesAdvantage.com • Mobile App • Electronic Data Interchange (EDI) • Third-party interface • Buy Online, Pick Up in Store • Telephone (toll-free number) <p>ORDER FULFILLMENT PROCESS</p> <p>1) Order Placement – Once Staples receive the participating Member's order, it is entered into our order management system. Our system manages customer requirements and validates each order as it is placed.</p> <p>2) Order Sourcing & Routing – Once in our system, the order goes through a standardized process that determines how to fill the order. The system chooses the best location to source the item, either from the primary or secondary fulfillment center or from a wholesaler — whichever will provide the shortest delivery time for the customer.</p> <p>3) Box Creation – Next, the warehouse management system creates the optimal box size for each order. Our system analyzes the dimension and weight of each product to ensure their order is protected against damages without excess packaging material. Each carton receives a unique barcode to track it throughout the order cycle in our package tracking system.</p> <p>4) Order Picking & Quality Control – Fulfillment associates pick orders, inspect for quality and pack orders for shipment. Methods for picking orders include pick-to-light, robotic picking and system-generated tasks to pick everything from a full pallet of paper to an individual toner cartridge. Sophisticated conveyor systems direct cartons through the required pick zones, through Quality Control for final inspection and then finally onto the correct truck for delivery. We perform regular analysis to ensure every order is a complete order — delivered the next business day, without substitutions or damaged, wrong or missing items.</p> <p>5) Delivery – Once the source for an order is determined, our order management system determines the best method for delivery. Package tracking information uploads into our system once the fulfillment center processes the order for shipping. This tracking system reduces delays, errors and provides visibility to Customer Service Representatives and delivery associates. Customers can check the status of their orders through package tracking on our e-commerce site without contacting customer service.</p> <p>QUARTERLY REPORTING TO SOURCEWELL</p> <p>Staples understands this requirement and has the ability to provide quarterly reporting as requested. However, further discussion is requested on the distribution methods for reporting due to the size and scope of the metrics and transactions to be included.</p>
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes. Procurement Cards (P-Cards) represented by one of the major credit cards (Visa, MasterCard, American Express and Discover) may be used at the time of purchase. However, P-cards may not be used to pay invoices.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can

be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
55	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>Staples proposed pricing model is designed to take advantage of our industry leading assortment of products, equipment and services. The offering includes a large number of net priced items on the Core List that facilitates price stability on office supplies, school supplies, facility solutions, breakroom products, technology products, furniture and other business essential supplies.</p> <p>Additionally, there is pricing for services and manufactured items like managed print services, promotional products, and printing. Rounding out the offering is non-core pricing that will take advantage of leveraging Staples' strength as one of the largest sellers of office supplies on the Internet.</p> <p>Today, market-based pricing provides full visibility and disclosure of pricing. Successful online sellers like Staples invest in systems and intelligence gathering to strive to ensure that market-based prices are set and maintained in a market-competitive structure.</p>

56	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>Staples proposes the following pricing structure:</p> <p>Core List. The "Core List" represents net priced items which are inclusive of those products predicted to be the most commonly used products by Sourcewell and its participating Members. Prices for Core List items provided under this contract are set forth in Exhibit 1. The prices for Core List Items, excluding Premium Products may be updated biannually on August 1st and February 1st of each year during the term that this contract in effect. Staples may request a price change adjustment for Core List items by submitting a price change addendum to Sourcewell thirty (30) days prior to August 1st and February 1st to reflect changes in stock availability, market conditions, buying expense, tariffs and other factors that affect the overall cost of such items.</p> <p>The prices for Premium Products may be updated quarterly of each year during the term that this contract in effect. Premium Products are defined as toner, ink, IT hardware, copy paper and furniture that Members purchase from Staples.</p> <p>Extraordinary Market Events. Staples reserves the right to reasonably adjust a Core Item's price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on products. Any such adjustments shall be noticed to Sourcewell with thirty (30) days prior written notice accompanied by supporting documentation. Staples will work with Sourcewell and affected Members to identify alternative products to mitigate the impact of the foregoing where possible.</p> <p>Updated Items. For purposes of contract management, Staples may provide to Sourcewell an updated report no more than once a calendar quarter, which shall identify the SKU numbers and prices for the new items that Staples and Sourcewell have added, as well as SKU numbers for items that have been removed from the from the Core List. Staples may from time to time propose substitutions to Core Items. Sourcewell agrees that it will not unreasonably withhold its consent.</p> <p>Custom Pricing; Rebates & Incentives; Other Terms. Staples may offer additional pricing discounts, rebates and/or incentives to an individual participating Member based upon commitments and variables that may include, but not limited to, Member size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Members receiving custom pricing or incentives may be required to sign a Participation Agreement with Staples.</p> <p>Non-Core Items. The prices for Non-Core Items shall appear on StaplesAdvantage.com and shall be adjusted to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Core Items.</p> <p>Notwithstanding anything to the contrary, Non-Core Items are not subject to customer audit or any pricing guarantee, nor shall Non-Core Items be subject to the Change Request process set forth in this Section 4.</p> <p>Sourced Goods. Members may request certain goods that are non-stock or custom in nature. The prices for Sourced Goods shall be those prices that appear on the ordering platform at time of order, or as otherwise established between Staples and the applicable participating Member at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering Member.</p> <p>Pricing Exhibits. Please see our Pricing Exhibits for pricing details on the following categories:</p> <ul style="list-style-type: none"> • Exhibit 1 – Core List Pricing • Exhibit 2 – Print & Copy Program • Exhibit 3 – Promotional Products Program • Exhibit 4 – Staples Technology Solutions • Exhibit 5A – Managed Print Services Capabilities • Exhibit 5B – Managed Print Services Pricing • Exhibit 5C – Managed Print Services Sample Agreement <p>Tier One Diversity Program. Staples reserves the right to implement a pricing upcharge when setting up a Tier One program for any Participating Member to reflect the additional cost of the diversity supplier's program.</p>
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57	Describe any quantity or volume discounts or rebate programs that you offer.	Our proposal reflects updated attributes related to pricing, rebates and incentives based on our experience with Sourcewell participating Members' behaviors and desires, as well as market conditions. Staples may offer additional pricing discounts and/or incentives to an individual participating Member based upon commitments and variables that may include, but not limited to, Member size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Members receiving custom pricing or incentives may be required to sign a Participation Agreement with Staples.
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Staples customers frequently request we source goods and services on their behalf that could be non-stock or custom in nature and are within the scope of our sourcing and distribution capabilities. Staples will also facilitate access to these "Sourced Goods" and services to Sourcewell and its participating Members. Despite having hundreds of thousands of items available through our e-commerce site, Staples customers often have unique product sourcing needs that range from forklifts to industry-specific proprietary items. To fulfill these unique requests for our customers, Staples maintains a highly specialized non-stock procurement team available to assist our customers with these unique requests. Users can submit special order requests directly through our e-commerce site or through your Staples Account Manager. The non-stock procurement team works diligently to fulfill your product needs quickly and at the lowest possible cost. The prices for Sourced Goods shall be those prices that appear on the ordering platform at time of order, or as otherwise established between Staples and the applicable participating Member at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering Member.
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There may be additional services available which are associated with certain products, including, but not limited to: furniture, facilities, technology, or water/coffee dispensers, etc. which at the option of the Member may be purchased or leased at the time of order/agreement. The costs for such services shall be paid to Staples by the Sourcewell Member. Additionally, there may be some items, typically furniture, where there may be an additional fee charge by the manufacturers that will be passed along to the ordering participating Member.
60	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Staples does not apply additional charges or fees for standard delivery. However, there are some special exceptions where a delivery or special handling fee may apply. Most fees will be displayed in your shopping cart on StaplesAdvantage.com upon ordering. Common delivery exceptions that require a surcharge include: <ul style="list-style-type: none"> • Furniture unpacking or assembly o Stair Carry for upper floor inside deliveries (lack of freight elevator or access to same) o Handling support for facilities that do not operate a fully functioning dock • Expedited deliveries • Deliveries outside Staples' standard distribution area (Alaska and Hawaii) • Bulky, fragile, or heavy items such as fireproof file cabinets, cases of water, soda, ice melt and chemicals • Or as otherwise indicated on our website at the time of purchase. Surcharges are calculated on a per-order basis. Freight will be listed as a line item charge for all Staples Promotional Products orders.
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Staples reserves the right to charge fees to the following locations unless otherwise mutually agreed between Staples and the participating Member. Delivery to Alaska or Hawaii. The following additional delivery terms apply for shipments to Alaska or Hawaii: Shipments up to 159 lbs. will be shipped with transit times of two to three (2 to 3) business days. Shipments over 159 lbs, or items which cannot be shipped via normal means, including any items which are classified as hazmat or ORM-D (other regulated materials for domestic transport only), are shipped via ocean freight. Staples' policies prohibit shipment of any fully regulated hazmat items. Such items must be shipped directly from the vendor. Ocean shipments will be delivered approximately fourteen (14) calendar days from the date of shipment. All shipments to Alaska or Hawaii will be subject to a 25% surcharge to help offset the cost of freight.

Every country has specific requirements in which both the exporter and importer must follow; here are some additional specific details for U.S. Territories and Possessions:

Delivery to Puerto Rico. The following additional delivery terms apply for shipments to Puerto Rico: Shipments up to 150 lbs. will be shipped with transit times of two (2) business days. Shipments over 150 lbs. are shipped via ocean freight. Any goods classified as ORM-D (other regulated materials for domestic transport only) will also ship ocean freight, regardless of weight. No hazardous goods can be exported to Puerto Rico. Transit time is approximately seven to ten (7 to 10) business days from door-door. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the Products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees, and other costs (including freight) will be charged back to Buyer on a separate invoice.

Delivery to U.S. Virgin Islands. The following additional delivery terms apply for shipments to the U.S. Virgin Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately three (3) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No hazardous goods can be exported to these locations. Any goods classified as ORM-D (other regulated materials for domestic transport only) will ship ocean freight, regardless of weight, and will require an additional five (5) days of transit time. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the Products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees, and other costs (including freight) will be charged back to Buyer on a separate invoice.

Delivery to American Samoa, Guam, Northern Mariana Islands. The following additional delivery terms apply for shipments to American Samoa, Guam, and the Northern Mariana Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately five (5) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No ORM-D goods or hazardous goods can be exported to these locations. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the Products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees and other costs (including freight) will be charged back to Buyer on a separate invoice.

Import/Export. If Staples agrees to export Products from the U.S. to Buyer's locations outside the U.S. (including but not limited to Mexico, Canada and all U.S. Possessions and Territories) (for these purposes referred to as "Other Locations"), the following applies: (a) Staples will not be the Importer of Record for any Products shipping to Other Locations. Buyer or Buyer's agent shall nominate a customs clearing agent to act on its behalf and to facilitate the import customs clearance process. Buyer shall be responsible for obtaining any documentation, such as special permit(s) or license(s) that may be required to import Products; (b) Buyer shall be responsible for payment of any customs clearance and duties and taxes and the full freight cost of the shipment; (c) Staples will not provide Certificates of Origin (C/O) or Free Trade Agreement certificates; (d) Staples will not export the following Products: ORM-D (Other Regulated Materials-Domestic); consumables; and/or Products prohibited from export by Staples' vendors; (e) Staples will not export Products to Other Locations in the event any export restriction applies; and (f) Staples will not accept returns from Other Locations unless agreed in writing.

62 Describe any unique distribution and/or delivery methods or options offered in your proposal.

Staples delivers an average of 675,000 cartons per day. Our delivery experience, combined with our advanced distribution network, makes us the industry leader. We recently increased the square footage across our 24 strategically located fulfillment centers, ensuring we have more product in stock for next-business-day deliveries. Staples uses a combination of our own fleet, national delivery services, Staples-exclusive carriers and third-party couriers to ensure the fastest, most efficient delivery options for our customers. Our third-party couriers undergo a rigorous evaluation process and we require them to meet our customers' service level agreements. Staples couriers are selected based on the caliber of their management and delivery drivers, their equipment and, more specifically, their ability to provide timely and excellent customer service.

PREMIUM DELIVERY OPTIONS

As part of each participating Member's account setup, we may meet to discuss the individual needs and develop delivery protocols that make it easy to do business with Staples. Our normal delivery hours are 8:00 a.m. to 5:00 p.m. local time, Monday through Friday.

Requests for premium delivery service are vetted by our internal transportation team prior to approval. Examples of delivery service exceptions we have approved in the past include:

- Specific delivery windows (before noon, after 10:00 a.m., etc.)
- Desktop delivery (desk to desk)
- Inside delivery (specific floor)
- Mailroom delivery (by floor)
- Delivery to copy areas (where we leave a fixed number of cases of paper per mailroom, in some cases, stocking the shelves)
- Loading boxes through an X-ray machine prior to making delivery

Additional costs may apply for premium services and is customized based on each participating Member's specific requirements.

SAME-DAY DELIVERIES

Same-business-day delivery can be investigated as a possibility by contacting Staples Customer Service. To ensure all appropriate process checks are completed, we recommend a cut-off time of 11:30 a.m. local time. To account for added transportation costs and courier fees incurred on our end, we do require a separate charge for same-business-day requests.

Our industry-leading network of U.S. stores gives participating Members easy same-day purchasing solutions. Your employees can make in-store purchases and receive your customer pricing for both office supplies and a full range of print and marketing solutions. Or, use our Buy Online, Pick Up in Store option, and your items will be available for pickup in less than one hour.

There are some exceptions to same-day delivery service. The delivery location must be within 50 miles of a Staples fulfillment center. Further, the fulfillment center must have the capacity to handle the request that day. In addition, the following items cannot be delivered same day:

- Furniture
- HAZMAT items (this includes items that contain Lithium batteries)
- Liquid
- Food and beverage items
- Custom items
- Drop ship or special-order items
- Orders containing more than six SKUs

BUY ONLINE, PICK UP IN STORE

Participating Members can purchase a wide variety of items on StaplesAdvantage.com and pick their items up in one hour or less at any of our U.S. retail stores. This allows your users to buy within your established purchasing program, with your contract rules and pricing, for same-day purchases. Users can even filter by Pick Up in Store to make those emergency purchases quicker.

PRINT TO STORE

Participating Members can also use Staples' Print to Store option to print directly from their computer to any Staples retail location for pickup. From black & white or color printing to binding and booklet options, Print to Store offers more than 2,000 finishing configurations for your employees' printing needs. Print to Store bills directly to your Staples account, ensuring compliance and more robust tracking while providing easy, on-the-go printing services for your remote and traveling employees.

Participating Members can upload and reconfigure their documents, save their files for future reordering and proof all orders online before submitting. At any time, they can submit their orders right from their desktop to Staples, with delivery to any Staples retail location.

STAPLES PROMOTIONAL PRODUCTS

Staples Promotional Products has a 500,000 square foot contract decoration and distribution center in Orange City, IA. This facility does embroidery, screen print, laser engraving, digital heat transfer, and more. We have pick-to-voice technology and use a pack-right shipping system to cut boxes to the order size. Our facility is centrally located for distribution throughout the U.S. We also use FedEx as our preferred shipper but can utilize any major carrier service. As of 2019, it's also moved to achieve zero waste to landfill status.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	d. other than what the Proposer typically offers (please describe).	Staples supplies a significant number of government agencies and numerous GPOs and cooperative procurement organizations that range in size, geography, purchase volume, guarantees, logistic expenses, incentives, manufacturer support and other contractual terms/requirements. Additionally, Staples provides a wide variety of products and services, including many that are customized and therefore, based on customers' specifications. As a result, while pricing may vary, Staples feels that its proposal provides competitive pricing and exceptionally strong value-added attributes.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>At Staples, we take our national contract obligations seriously. We have a long history of providing accurate pricing and conducting compliance audits with Sourcewell and its participating Members. To maintain contract compliance, we continually verify our pricing data and hold ourselves accountable to the highest internal pricing standards. As such, we have multiple processes in place to ensure pricing accuracy and consistency. For example, national contract pricing is managed and maintained by a single, knowledgeable and experienced pricing team. This ensures that all pricing is consistent with the contract terms and requirements. We also review pricing on a regular basis and compare it to the contract pricing requirements. This further guarantees that your participating Members receive pricing that is consistent.</p> <p>Staples may also work with manufacturers to frequently spot-check and audit pricing and discounts that are applied to customer orders. Additional audits and periodic pricing checks may be conducted randomly throughout the term of the contract to add an extra level of protection and audit control as deemed necessary to maintain our pricing integrity.</p>
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Unless otherwise mutually agreed to in writing by Sourcewell and Staples, and except as stated below, Staples will pay Sourcewell an administrative fee of one and half percent (1.5%) of the Members' aggregate Net Sales during each calendar quarter, which have been timely paid, to be paid within forty five (45) days after the end of each calendar quarter.</p> <p>An exception to the above 1.5% admin fee would be that Staples will pay Sourcewell one half of one percent (0.5%) administrative fee for participating Members' aggregate Net Sales under the managed print services ("MPS") program of the Contract and one quarter of one percent (0.25%) on technology product Net Sales.</p> <p>Net Sales. Net Sales will be defined as the gross sales price of the applicable products sold pursuant to this Contract, less shipping costs (including freight charges and insurance), taxes, duties, any rebates actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid, and also excluding purchases made via staples.com, or any Staples retail channel.</p>

Table 14: Catalog Solution Description

Table 14: Indicate below the features and capabilities of your office supplies catalog solution (Yes | No) and provide supplemental descriptions as needed.

Line Item	Feature	Yes No *	Description
66	Display item description, catalog price, contract price, and photo (if applicable)	<input checked="" type="radio"/> Yes <input type="radio"/> No	StaplesAdvantage.com displays item description, photos and the participating Members' contract pricing. However, the site does not show catalog pricing. All products include images, full description and detailed product specifications, with partial graphic support for wholesaler items on StaplesAdvantage.com.
67	Enhanced catalog content (stock availability, ship/delivery date, product reviews, filters, comparables, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Search by keyword or item number for a summary of categories and top-ranking items that match your criteria. Narrow results by category, brand or your recently purchased items. Advanced search with auto-suggest terms to find what you want fast and the ability to add to your cart from search to save time.
68	Order tracking and order history	<input checked="" type="radio"/> Yes <input type="radio"/> No	Members can view details on all orders placed in the past 90 days, track your orders and view proof of delivery.
69	Customized member portal or punchout	<input checked="" type="radio"/> Yes <input type="radio"/> No	Members can customize their platform with special instructions and messages to keep users in program compliance.
70	Member preferred products listing	<input checked="" type="radio"/> Yes <input type="radio"/> No	Depending on the situation, Staples may identify preferred items with a customizable On Contract or Core Item icon that can contain your own message. For example, individual participating Members can opt for it to display (Member) Contract Item instead of On Contract. This message will appear with the icon wherever product information is displayed. Users will see the icon on product pages, shopping lists, shopping carts and order status screens. Members can also click the heart icon on product tiles and pages to easily add items to a shared or personal shopping list that can be made a favorite.
71	Member blocked item removal	<input checked="" type="radio"/> Yes <input type="radio"/> No	Upon mutual agreement between the participating Member and Staples.
72	Multiple ship-to locations	<input checked="" type="radio"/> Yes <input type="radio"/> No	User and Location Management allows Members to easily add new users, supervisors and account administrators and remove or add shipping locations associated with user profiles.
73	Display of eco-label or green certifications or attributes	<input checked="" type="radio"/> Yes <input type="radio"/> No	Eco-conscious and recycled items are identified with icons on our search pages and item descriptions, making them easy to find from any search or shopping list.
74	Search by eco-label or green certifications or attributes	<input checked="" type="radio"/> Yes <input type="radio"/> No	Eco-conscious and recycled items are identified with icons on our search pages and item descriptions, making them easy to find from any search or shopping list.
75	Tiered approvals	<input checked="" type="radio"/> Yes <input type="radio"/> No	Members can establish spending limits and approval routing to track account expenditures by user and department.
76	Help function	<input checked="" type="radio"/> Yes <input type="radio"/> No	The StaplesAdvantage.com Help Center enables customers to search help topics, manage their account, track or return orders, view or print their packing slip, get pre-paid address labels to recycle ink and toner and more.
77	Live chat	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our e-commerce site offers a proactive chat feature that helps users quickly find the products they need by interacting with a live agent. This feature helps reduce the time spent searching for and comparing products. By providing more product intelligence prior to purchasing, live chat also decreases returns and helps ensure the best product solution is selected for the purchaser.
78	Integration with member eProcurement/ERP platforms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Staples has experience integrating with over 300 third-party purchasing platforms.

Table 15: Industry Specific Questions

Line Item	Question	Response *
79	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Some internal metrics used to measure success with the contract include number of participating Members under the contract, geographic distribution of participating Members, sales and number of orders by participating Member and year over year sales growth. Additionally, success metrics can be mutually established and measured in scheduled business reviews between Staples and Sourcwell. Having serviced Sourcwell participating Members for many years, we know that we need to continually raise the bar in our national contract performance. As a current Sourcwell awarded supplier, we commit to increasing our overall value with the built-in flexibility to accommodate the evolving needs of your participating Members.

80	<p>If you are a dealer, distributor, or reseller, describe your capabilities for verification of product authenticity, quality control, and documentation of custody in your supply chain.</p>	<p>Staples is committed to providing high quality products that last, leading to fewer returns, fewer reorders and less frustration for our customers. To uphold this commitment, we capture reporting and regularly audit the quality of the products we source from suppliers, as well as from Staples-exclusive products. Staples' strict product sourcing process assures that products offered are genuine by sourcing products only from OEMs and authorized resellers to mitigate the risk of cloned, fake or counterfeit products that could potentially put Sourcewell Members at risk.</p> <p>ANNUAL VENDOR REVIEWS</p> <p>We only source from the most trusted and reputable suppliers in our industry, including leading wholesalers and brands such as 3M, HP, Avery and HON. We conduct annual vendor contract reviews to measure our suppliers' quality performance. We evaluate the number of returns placed on their products as well as general customer satisfaction survey feedback. At 1.45%, our low product-return rate is a testament to our relentless focus on quality.</p> <p>PAPER & WOOD-BASED PRODUCT SOURCING POLICY</p> <p>We also actively work with our key paper suppliers to ensure transparency into their sourcing and production methods with respect to environmental and social responsibility. The majority of our paper suppliers have achieved chain of custody certification with one or more programs, including the Forest Stewardship Council (FSC) and Sustainable Forestry Initiative (SFI). Approximately 90% of the paper products we sell by weight in the U.S. are manufactured and/or distributed by vendors with FSC chain of custody certification, including brands like Domtar, International Paper, Georgia Pacific, Kimberly Clark, 3M, Esselte, Fellowes, Marcal and others. Our Paper and Wood Based Product Sourcing Policy forms the foundation of our commitment to ensure the paper products we sell are sourced in an environmentally and socially responsible manner. It also defines our expectations for suppliers of paper-based products. The policy focuses on four key areas:</p> <ul style="list-style-type: none"> • Protecting forest resources and communities by seeking to source certified products • Reducing demand for virgin wood fiber • Sourcing from suppliers committed to environmental excellence • Promoting responsibly sourced paper and wood products to our customers <p>PROGRAMS & PARTNERSHIPS</p> <p>We collaborate with a few key non-profits to help us improve paper and wood product sustainability. This includes partnerships with the Rainforest Alliance on the Appalachian Woodlands Alliance and various projects with the Forest Products Working Group (FPWG), an initiative of GreenBlue.</p> <p>PRODUCT BRANDS EXCLUSIVE TO STAPLES QUALITY ASSURANCE</p> <p>Product brands exclusive to Staples are subject to a comprehensive Quality Assurance program that includes:</p> <ul style="list-style-type: none"> • Product Design – Product brands exclusive to Staples are designed to meet or exceed national brand equivalent specifications. • Factory Certification – Production facilities in developing countries undergo third-party audits to uphold our standards for social responsibility and to guarantee practices are in place to deliver quality products. • Rigorous Testing & Inspection – All products are engineer-tested for quality in leading independent labs. Inspectors pull samples from the production line to confirm that products are manufactured to our exact specifications before they ship to our warehouses. • Continuous Monitoring – Throughout a product's lifecycle, inspectors pull samples for follow-up lab testing to certify that the product still meets our specifications. <p>MONITORING PRODUCT QUALITY</p> <p>On the rare occasion that a product fails to meet a Member's satisfaction, we offer fast and easy resolution methods:</p> <ul style="list-style-type: none"> • Purchasers can return any item using our no-hassle online returns process or by contacting Customer Service. • We arrange driver pickup for all product returns at no cost to participating Members. <p>We thoroughly analyze damaged or defective items and ensure our manufacturers address the underlying quality issue. Your Staples Account Manager will share corrective actions and report on progress during regular business reviews.</p>
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81

Describe your ability to address member concerns related to packaging, including product markings, safety, warnings, waste reduction, packaging toxicity, recycling and/or re-use, etc.

PRODUCT CERTIFICATIONS & ECO-LABELING

Within our core product assortment, we have identified thousands of items that meet third-party standards and certifications. This is a significant subset of our total assortment of nearly 15,000 products with environmental features, which includes products with recycled content or other design features like solar powered, rechargeable and refillable. The certifications and standards we track include:

- AP certified non-toxic
- Bluesign certified clothing product
- BPI compostable
- Cradle to Cradle certified
- EcoLogo certified
- ENERGY STAR qualified
- EPA Comprehensive Procurement Guidelines
- EPA Design for the Environment (DFE) for Pesticides registered
- EPA Safer Choice registered
- EPA WaterSense certified
- EPEAT qualified
- EWG verified
- Fair Trade certified
- Food Alliance certified
- Forest Stewardship Council (FSC) certified
- GREENGUARD certified
- Green Seal certified
- Indoor Advantage certified
- Level certified
- Made by a Certified B Corporation
- Made Safe certified
- PMA non-toxic
- Rainforest Alliance certified
- Roundtable on Sustainable Palm Oil (RSPO) certified
- Sustainable Forestry Initiative (SFI) certified
- USDA Certified Biobased Product
- USDA Organic

We are continually improving our ability to capture and track products with environmental certifications in our systems, as well as increase the number of products that meet credible third-party environmental certifications.

PACKAGING OPTIMIZATION

To help reduce waste at Members' facilities, Staples has engineered our order fulfillment process to minimize packaging and shipping materials on supply deliveries. Simultaneously, we ensure that all deliveries are properly protected in order to arrive to you intact.

- SmartSize™ – Staples has rolled out award-winning technology to the majority of our U.S. distribution centers that tailors box sizes to the exact size of the order, reducing use of corrugate and air pillows. To further reduce the environmental impact of our delivery process, we use boxes made from 35% to 100% recycled material. This approach to packaging results in an annual carbon footprint reduction of more than 30,200 tons, equivalent to 120,000 trees.

- Box Logic – Our warehouse management system uses a series of algorithms that automatically choose the smallest delivery box from eight standard sizes, based on the combined dimensions of items in the order, reducing packaging waste.

- Wholesaler Initiatives – As part of our fulfillment process, Staples utilizes three national wholesalers to support our product requirements. We work diligently with these suppliers to confirm they are reducing shipping materials for our customers. The products shipped by our wholesalers undergo similar sizing analysis by their computer systems.

Reducing packaging waste is important to our commitment to help the environment. In addition to the internal initiatives above, we're actively working with customers to minimize packaging waste by reducing the frequency of small orders through order consolidation. These initiatives have reduced packaging and shipping materials by up to 20% for some customers.

PACKAGE PROTECTION

Staples has invested in air pillow dunnage technology to safeguard the product we ship. These air pillows:

- Are designed to provide maximum protection with a minimum use of material, reducing the amount of packaging required
- Can be re-used
- Can be deflated prior to disposal, reducing original volume by over 90%
- Can be recycled when given to your delivery driver or sent back when making a return
- May be returned for recycling to local Sealed Air sites by calling the Sealed Air phone number on the cushion or may be recycled commercially as #4 plastic
- Provide high BTU energy contents in municipal incineration

82	Describe your capabilities related to member need for collection and recycling of toner and ink cartridges, batteries, packaging, etc.	<p>Staples offers our customers a wide range of convenient no- and low-fee recycling services. Check out Staples Recycling Services or speak with your Account Manager for more details on our programs.</p> <ul style="list-style-type: none">• Ink & Toner Cartridges – Staples provides free delivery driver pick-up and mail-back service. Simply work with your delivery driver to pick a location for regular pick-up or print a mail-back label from StaplesAdvantage.com.• Technology – We offer low cost options for responsible and secure technology recycling including certificate of recycling and optional serial number tracking services. You can order prepaid recycling kits, boxes and pallets for larger items through StaplesAdvantage.com. Staples' tech recycling partner ERI Direct is e-Stewards and R2 certified at all locations for responsible e-waste management practices.• Furniture – Talk to your Account Manager for details on recycling, decommissioning and donating office furniture. Staples customers can trade in their old outdated cubicle systems and furniture to Davies for a credit towards Grade A like-new remanufactured furniture by Davies from leading brands like Knoll, Steelcase, Haworth and more. Alternatively, Staples can direct customers to other furniture donation and recycling options like IRN.• Lamps, Ballasts & Batteries – We offer mail-back recycling services on StaplesAdvantage.com. Simply order the right-size container, fill it with your goods and put it in the mail. Pricing is inclusive of packaging, shipping and recycling.• Other Hard-to-Recycle Items – Divert hard-to-recycle waste from landfills with Staples' Zero Waste Boxes. Simply fill, close and ship. StaplesAdvantage.com box prices include all shipping and recycling fees. Use our Zero Waste Boxes to recycle coffee pods, breakroom waste, binders, safety supplies, writing instruments and more.
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83	Describe your capabilities or limitations related to ordering and/or deliveries (minimum order requirements, order consolidation, expedited shipping/delivery, etc.)	<p>According to industry research, employees making purchases outside a procurement program can increase operating costs by anywhere from 25% to 45%. Reducing maverick spend can dramatically impact the effectiveness of your procurement program. Staples uses multiple strategies to keep program compliance high and costs low.</p> <p>MINIMUM ORDER SIZE Unless otherwise mutually agreed to by Staples and a Sourcewell participating Member, Sourcewell and its Members shall have a minimum order size of \$35.00 per order.</p> <p>ORDER CONSOLIDATION: REDUCING SMALL, INEFFICIENT ORDERS Industry statistics show the average cost for processing a single order transaction can be as high as hundreds of dollars depending on the organization and payment processing systems. Placing small, frequent orders incurs these costs with each order, which can be significantly reduced by order consolidation. We'll educate your end users to adopt more efficient behaviors, such as:</p> <ul style="list-style-type: none"> • Ordering bi-weekly or monthly, instead of weekly or daily • Coordinating ordering with other departments • Determining frequently ordered items and ordering enough for a week • Anticipating projects that may require more supplies than usual and consolidating these supplies within regularly scheduled orders <p>Benefits of order consolidation include:</p> <ul style="list-style-type: none"> • Reduced order processing costs • Fewer deliveries and invoices to process • Less packaging, label and invoicing paper waste • CO2 savings from fewer truck deliveries <p>INCREASING MEMBERS' ONLINE ORDERS The most efficient way for end users to order from Staples is through our e-commerce site or their e-procurement system. An order placed by phone costs Members significantly more than an order placed electronically. We'll educate participating Member's end users on online order placement.</p> <p>Benefits include:</p> <ul style="list-style-type: none"> • Reduced order processing costs • Faster and easier ordering • Fewer ordering mistakes - fewer product returns • Real-time tracking of product delivery status <p>Staples can communicate ordering best practices to their end users during the implementation process and on a continuous basis through client-approved customized flyers, newsletters and emails.</p> <p>ONLINE COMPLIANCE CONTROLS StaplesAdvantage.com also drives program compliance with features like:</p> <ul style="list-style-type: none"> • The ability to customize their home page with messaging to communicate key program rules (such as minimum order requirements) and guide purchasers to preferred-item shopping lists • Shared or personal shopping lists populated with commonly ordered or preferred core items • Optional spending and approval controls that eliminate inefficient and costly small orders <p>RETAIL PURCHASING PROGRAM & IN-STORE PURCHASING Today, customers can use the Buy Online, Pick Up in Store option and Print-to-Store to get what they need, when they need it for same day purchases. Or, they can take advantage of our Retail Purchasing Program, which ensures customers can shop in stores to receive their custom pricing or in-store sale price, whichever is lowest at the time of purchase, in any Staples store throughout the U.S.</p>
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Attachment 1 - Staples Bank and Trade References.pdf - Thursday January 23, 2020 12:11:28
 - [Marketing Plan/Samples](#) - Attachment 4 - Sourcewell Marketing Plan.pdf - Thursday January 23, 2020 12:11:38
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Pricing](#) - Staples Pricing Exhibits 1-5.zip - Thursday January 23, 2020 13:16:09
 - [Additional Document](#) - Staples Additional Attachments.zip - Thursday January 23, 2020 13:16:19

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Joanne Harris, Chief Commercial Officer - Staples, Staples Contract & Commercial LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

20th

day of October

20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby award Contract 128867 Emergency and Specialty Vehicles, Equipment & Accessories, & Any Related Equipment, Supplies, and Services to Farber Specialty Vehicles of Reynoldsburg, Ohio and does authorize the disposal of one (1) Ford F350 truck, fixed asset tag #16202.

Terms of the award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and Request for Disposal Form.

Done this 20th day of October 2020.

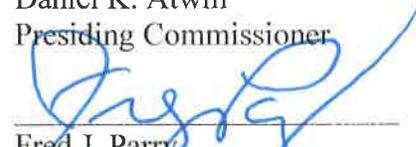
ATTEST:



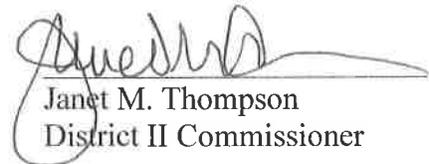
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



613 E. Ash, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: October 08, 2020
RE: Award of Contract 128867 Emergency and Specialty Vehicles, Equipment & Accessories, & Any Related Equipment, Supplies, and Services (Co-op contract – OmniaPartners)

The Purchasing Department requests permission to award contract 128867 for Emergency and Specialty Vehicles, Equipment & Accessories, & Any Related Equipment, Supplies, and Services with Farber Specialty Vehicles of Reynoldsburg, Ohio. This is a contract established by OmniaPartners, a cooperative purchasing organization.

The contract runs October 01, 2020 through May 31, 2021.

Payment will be made from 1132 – Election & Registration/92400 – Replacement Auto/Trucks: \$191,194.00.

The Purchasing Department requests permission to dispose/transfer of the following surplus:

- (1) Disposal: Ford F350 truck, model year 1990, Asset Tag # 16202.

The Disposal Form is attached for signature.

/lp

cc: Contract File

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

Date: 10/7/20

Fixed Asset Tag Number: 16202

Description of Asset: 1990 Ford F350 truck. Mileage: 215263 (odometer reads 15263, maxed out).

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: fair/poor.

Reason for Disposition: age of truck, needs repairs, purchasing a replacement

Location of Asset and Desired Date for Removal to Storage: Boone County Elections Annex, mid-October

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1132 Brianne Lennon

Signature 

To be Completed by: AUDITOR

Original Acquisition Date 3-1-07

G/L Account for Proceeds 2300-3836 HA

Original Acquisition Amount \$2,500.00

Original Funding Source 2786

Account Group 1605

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

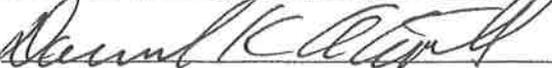
Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 474-2020

Date Approved 10-20-2020

Signature 

RECEIVED
OCT 07 2020
BOONE COUNTY
AUDITOR

**PURCHASE AGREEMENT
FOR
EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES, AND ANY
RELATED EQUIPMENT, SUPPLIES, AND SERVICES**

THIS AGREEMENT dated the 20th day of October 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Farber Specialty Vehicles, Inc.** herein "Vendor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a contract to furnish **Emergency and Specialty Vehicles, Equipment and Accessories, and Any Related Equipment, Supplies, and Services** in compliance with all contract documents issued for **OmniaPartners contract 128867**, Farber Specialty Vehicle's quote dated 09/30/20 prepared by **Donavin Farber** on behalf of the Contractor which is incorporated into the contract as **Attachment One**, and Boone County's standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the Omnia Partners bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Standard Terms & Conditions, and OmniaPartner's contract 128867 shall prevail and control.

2. **Contract Duration** - This agreement shall commence on **October 01, 2020 and extend through May 31, 2021** subject to the provisions for termination specified below.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to furnish One (1) USCFSV 1000010 FSV Step-Van 30 including the following upgrades: Two (2) Roof AC units with heat; Two (2) Roof Vents; Four (4) LED Lights; Two (2) Exterior Lights; One (1) Roll-Up Door; One (1) Loading Rear Door; One (1) 30KW diesel generator; and One (1) USCFSV 120013 Above-floor lift: Total firm purchase price: **\$191,194.00**

4. **Delivery and Title**- Vendor agrees to deliver and title the described fully equipped USCFSV 1000010 FSV Step-Van 30 as follows:

Please title the vehicle as:

Boone County Clerk
613 E. Ash Street, Room 110
Columbia, MO 65201

Vehicle delivery address:

Boone County Public Works
Attn: Greg Edington
5551 Tom Bass Road South
Columbia, MO 65202

5. **Warranty** – The standard manufacturer warranty shall apply upon the County's acceptance of the vehicle: One (1) year Farber Warranty; One (1) year warranty on the generator; and Three (3) years warranty on the chassis.

6. **Billing and Payment** - All billing shall be invoiced to the Boone County Clerk's Office at 801 E. Walnut Street, Room 236, Columbia, Missouri, 65201-7731. No additional fees for paperwork processing,

labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

7. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

FARBER SPECIALTY VEHICLES, INC.

BOONE COUNTY, MISSOURI

by DocuSigned by:
Donavin Farber
35637ADBFF884E5...

title Sales Manager

by: Boone County Commission

DocuSigned by:
Daniel K. Atwill
5148991E06E9A...
President/Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
J. Johnson
0A71E4E901F5E...
County Clerk

DocuSigned by:
Brianna L. Lennon by TK
0A71E4E901F5E...
County Clerk

AUDITOR CERTIFICATION: In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

1132/92400: \$191,194.00

DocuSigned by:
Dune Reedford by jj
1C847D...
Signature

10/13/2020

Date

Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference.

These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
17. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
18. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Updated 8/19/20

Attachment One



7052 Americana Parkway
 Columbus Ohio, 43068
 Toll Free (800) 331-3138
 Fax (614)759-2093



CUSTOMER
 Boone County
 Brianna Lennon
 blennon@boonecountymo.org
 (573) 886-4296

QUOTE/PROJECT DESCRIPTION
 OMNIA CONTRACT - 128867 Commercial Price \$ 191,194.00

CONTACT	DELIVERY	SHIPPED VIA	TERMS	DATE
Donavin Farber	30 Days	Farber	Net 30	9/30/2020

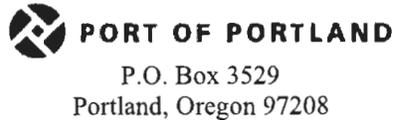
QUANTITY	VEHICLES - FOB Continental US	UNIT PRICE	TOTAL PRICE
1	USCFSV 1000010 FSV Step-Van 30	\$ 271,238.00	\$ 271,238.00
Model Upgrade Pricing			
2	Roof AC units with heat		
2	Roof Vents		
4	LED lights		
2	Exterior Lights		
1	Roll up door		
1	Loading rear door		
1	30KW diesel generator		
1	USCFSV 1200013 Above floor lift		\$ 6,194.00

DELIVERY AND TRAINING INCLUDED
 DISCOUNT \$ (86,238.00)
TOTAL PRICE \$ 191,194.00

SPECIAL NOTES AND INSTRUCTIONS

Once signed, please fax, mail or email to the provided address.
 Above information is not an invoice and only an estimate of services/goods described above.
 Payment will be collected in prior to provision of services/goods described in this quote.
 Please confirm your acceptance of this quote by signing this document.
 Signature _____ Print Name _____ Date _____

Thank you for your business!



**EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND ANY
RELATED EQUIPMENT, SUPPLIES AND SERVICES**

Solicitation Number 2015-6901

**Responses Due: January 19, 2016
By: 3:00 p.m.**

ADDENDUM NUMBER 1

This Addendum Number 1 provides changes and/or clarification to the Solicitation for the above-entitled project to be considered by each respondent. Any changes made by this Addendum Number 1 to the Solicitation change only the portion of the words or paragraphs specifically mentioned herein, and the balance of the Solicitation remains unchanged. It is the responsibility of all respondents to incorporate the information included in this Addendum Number 1 when preparing their response. **Therefore, acknowledge receipt of this Addendum Number 1 on the Proposal Form provided in the Solicitation as Schedule 3.2.1.**

PROPOSAL COVER

AMEND the Proposals Due Date to 3:00 p.m. January 19, 2016

Section 1.2.1, Deadlines

The third bullet point in this Section is amended to: January 19, 2016, 3:00 p.m. deadline for receipt of proposals.

Section 1.2.1, Deadlines

The fourth bullet point in this Section is amended to: March 1, 2016, Presentations, demonstrations or interviews (if required)

Section 1.2.1, Deadlines

The fifth bullet point in this Section is amended to: March 10, 2016, Selection of apparent successful Provider(s) announced.

Section 1.2.1, Deadlines

The sixth bullet point in this Section is amended to: March 17, 2016, Award protest period ends

Section 1.2.1, Deadlines

The seventh bullet point in this Section is amended to read: April 1, 2016 Contract begins (approx.)

The deadline for questions and answers has passed for this solicitation.

THE PORT OF PORTLAND
Craig Johnsen
Manager, Contracts & Procurement

Enclosures: None



PORT OF PORTLAND

P.O. Box 3529
Portland, Oregon 97208

**EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND ANY
RELATED EQUIPMENT, SUPPLIES AND SERVICES**

Solicitation Number 2015-6901

**Responses Due: January 20, 2016
By: 3:00 p.m.**

ADDENDUM NUMBER 2

This Addendum Number 2 provides changes and/or clarification to the Solicitation for the above-entitled project to be considered by each respondent. Any changes made by this Addendum Number 2 to the Solicitation change only the portion of the words or paragraphs specifically mentioned herein, and the balance of the Solicitation remains unchanged. It is the responsibility of all respondents to incorporate the information included in this Addendum Number 2 when preparing their response. **Therefore, acknowledge receipt of this Addendum Number 2 on the Proposal Form provided in the Solicitation as Schedule 3.2.1.**

PROPOSAL COVER

AMEND the Proposals Due Date to 3:00 p.m. January 20, 2016

Section 1.2.1, Deadlines

The third bullet point in this Section is amended to: January 20, 2016, 3:00 p.m. deadline for receipt of proposals.

The deadline for questions and answers has passed for this solicitation.

THE PORT OF PORTLAND
Craig Johnsen
Manager, Contracts & Procurement

Enclosures: None

Emergency and Specialty Vehicles, Equip. and Accessories & any Related Equip., Supplies & Svcs. (2015-6901), bidding on

Printed 12/23/2015

Q & A

Vendor	Submit Date	Question	Answer	Release Date	Set
McKesson Medical Surgical	11/20/2015 3:49 PM (Pacific)	Are you looking for a bid on AED's or other medical equipment and supplies or is this just for the vehicles? Thank-you!	The awards made from this solicitation will be to vehicle manufacturers in the three categories listed in the RFP. There will be no separate awards for related equipment, accessories, etc.		not released

EXECUTED

CONTRACT NUMBER **128867**

*This Number must appear
On all Invoices*

ANNUAL SUPPLY CONTRACT
TO FURNISH
EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND
ANY RELATED EQUIPMENT, SUPPLIES AND SERVICES
ON A REQUIREMENTS BASIS

PARTIES: PORT OF PORTLAND ("PORT")
P.O. BOX 3529
PORTLAND, OR 97208

FARBER SPECIALTY VEHICLES ("PROVIDER")
7052 AMERICANA PARKWAY
REYNOLDSBURG, OH 43068

1. NATURE OF CONTRACT

This Annual Supply Contract (the "**Contract**") is for Provider's supply to the Port, on an as-needed basis, of the item or items described on the attached Schedule 1 (the "**Vehicles, Equipment & Accessories**"). The Port does not guarantee any specific quantity of purchase, but shall look first to Provider for the Port's needs for the Vehicles, Equipment & Accessories. The Port reserves the right to order similar goods from other suppliers if it is in the Port's best interest to do so.

2. TERM

The term of this Contract shall be from June 1, 2016 through May 31, 2019, unless sooner terminated under the provisions of this Contract. The Port shall have two options, exercisable sequentially and unilaterally by the Port, in its sole, unrestrained discretion, to extend the term of this Contract for one additional year at a time. The Port may exercise such an option by giving Provider written notice no later than fourteen calendar days prior to the expiration date. Expiration of the term does not excuse Provider's duty to provide the Vehicles, Equipment & Accessories.

3. PROVIDER'S OBLIGATIONS

Provider's obligations under this Contract include, but are not limited to, the following:

3.1 To sell, furnish, and deliver requested Vehicles, Equipment & Accessories, f.o.b. destination, within the mutually agreed upon number of days after date of receipt of a properly authorized order placed with Provider.

3.2 To provide all Vehicles, Equipment & Accessories in accordance with the Port's specifications and any issued addenda.

3.3 To submit reports of all sales activity under this Contract, including descriptions, quantities supplied, and prices charged, in an MS Excel spreadsheet format or similar compatible format, to the Port's Manager of Contracts and Procurement upon request.

4. PAYMENT

Payment will be made within 30 days of receipt of a properly completed invoice for Vehicles, Equipment & Accessories delivered pursuant to an authorized Port order placed against this Contract. Provider shall include the Contract number on all invoices and shall submit invoices to Accounts Payable, Port of Portland, PO Box 3529, Portland, OR 97208. Invoices may also be submitted to Accounts Payable via email to portinvoices@portofportland.com.

5. RATE ADJUSTMENTS

Provider may request a rate adjustment, which the Port will consider in its sole discretion, no more frequently than once annually for the ensuing one-year period beginning on the effective date of the Contract or on an anniversary of the effective date of the Contract ("**Contract Year**") to reflect actual increases in Provider's cost to perform under this Contract. Provider must submit a written request with backup documentation establishing the actual increases in cost. Any such request shall be submitted to the Port no less than thirty (30) calendar days prior to the end of the Contract Year, and adjustments shall be effective as of the beginning of the following Contract Year. In no event shall the rate adjustment be more than the percentage change during the preceding Contract Year in the *Consumer Price Index for All Urban Consumers (CPI-U), US City Average, not seasonally adjusted, all items*, published by the U.S. Department of Labor.

6. PROVIDER IS INDEPENDENT PROVIDER

Provider is an independent Provider for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract. The Port will not withhold any taxes from any payments made to Provider, and Provider will be solely responsible for paying all applicable taxes arising out of or resulting from the provision of the Vehicles, Equipment & Accessories, including but not limited to income, social security, worker's compensation, and employment insurance taxes.

7. ASSIGNMENTS AND SUBCONTRACTS

Provider may not assign or transfer any interest or obligation under this Contract without the Port's prior written consent. Provider may not subcontract any part of the work required under this Contract without the Port's prior written consent. Any assignment, transfer, or subcontract attempted in violation of this section shall be void.

8. RECORDS

Provider shall retain all books, documents, papers, and records that are directly pertinent to this Contract for at least three years after the Port makes final payment on this Contract and all other pending matters are closed. Provider shall allow any authorized representatives of the Port to audit, examine, copy, take excerpts from, or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

9. DUTY TO INFORM

Provider shall give prompt written notice to the Port if, at any time during the performance of this Contract, Provider becomes aware of actual or potential problems, faults, or defects in the Vehicles, Equipment & Accessories, any nonconformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by the Port. Any delay or failure on the part of the Port to provide a written response to Provider shall constitute neither agreement with nor acquiescence in Provider's statement or claim, and shall not constitute a waiver of any of the Port's rights.

10. WARRANTY; WARRANTY DISCLAIMER

10.1 Warranty

Provider warrants to the Port that: (a) the Vehicles, Equipment & Accessories will conform to the Contract specifications (including any issued addenda) and be free from material defects; and (b) Provider has good title to the Vehicles, Equipment & Accessories, and that Provider conveys the Vehicles, Equipment & Accessories to the Port free from any restriction or condition, and free from any encumbrance, including but not limited to any security interest or lien. Provider will defend title to the Vehicles, Equipment & Accessories against the rightful claim of any person.

10.2 Warranty Disclaimer

Except for the express warranties in this Contract, Contractor expressly disclaims all warranties with respect to the Vehicles, Equipment & Accessories, express and implied, including but not limited to any warranties that may have arisen from course of dealing or usage of trade.

11. INDEMNIFICATION AND INSURANCE

11.1 Indemnification

Provider shall indemnify, defend, reimburse, and hold harmless the Port and the Port's commissioners, officers, employees, and agents for, from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including without limitation reasonable attorney fees, accountant fees, paralegal fees, expert witness fees, escrow fees, fines, environmental costs, and penalties resulting from, arising out of, or in any way connected with the acts or omissions of Provider or Provider's partners, directors, officers, employees, subProviders, invitees, or agents under this Contract.

11.2 Damage to Port Property

Provider shall fully compensate the Port for harm to the Port's real or personal property caused by the acts or omissions, negligent or not, of Provider or Provider's partners, directors, officers, employees, subProviders, invitees, or agents under this Contract.

11.3 Liability Insurance

Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, the Port, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Provider's operations, in an amount not less than \$1,000,000 combined single limit per occurrence.

11.4 Certificates

11.4.1 Certificates Required

Prior to full execution of this Contract, Provider must furnish the Port with: (i) certificates referencing this Contract (by number, if known), coverage dates, amount, and type of insurance required by this Contract; and (ii) a copy of the endorsement or policy provision providing additional insured status under the commercial general liability policy.

11.4.2 Certificate Management; Notice Requirement

When the period during which services will be performed exceeds the coverage period stated on a certificate, prior to the certificate expiration date Provider or its insurer must furnish updated certificates demonstrating continuous coverage. Provider or its insurer must give the Port not less than thirty (30) days' written notice before cancellation, non-renewal, or material change of any policy (except ten (10) days for non-payment of premium).

11.5 Workers' Compensation Coverage

Provider certifies that Provider has qualified for State of Oregon Workers' Compensation coverage for all Provider's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407 or as a self-insured employer.

11.6 Additional Insureds

All liability insurance policies required under this Contract shall name the Port, its Commissioners, employees, and agents as additional insureds.

12. BREACH OF CONTRACT

12.1 Cure; Remedies

Provider must cure any breach of this Contract within the shortest reasonable time after Provider first has actual notice of the breach or the Port notifies Provider of the breach, whichever is earlier. If Provider fails to cure a breach in accordance with this subsection, the Port may exercise one or more of the following remedies:

12.1.1 Substitute Services

The Port may terminate that part of this Contract affected by the breach upon written notice to Provider, may obtain substitute services or Vehicles, Equipment & Accessories in a reasonable manner, and may recover from Provider the amount by which the price for those substitute services or Vehicles, Equipment & Accessories exceeds the price for the terminated services or Vehicles, Equipment & Accessories.

12.1.2 Suspension of Services

Pending a decision to terminate all or part of this Contract under this Section, the Port may unilaterally order Provider to suspend all or part of the services or Vehicles, Equipment & Accessories. If the Port terminates all or part of this Contract after such a suspension, Provider will be entitled to compensation only for services rendered or Vehicles, Equipment & Accessories delivered prior to the date of termination but not for any services rendered or Vehicles, Equipment & Accessories delivered after the Port-ordered suspension date. If the Port

suspends certain services or material deliveries and later orders Provider to resume those services or material deliveries, Provider will be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

12.1.3 Default

If the breach is material, the Port may declare Provider in default, and the Port may pursue any remedy available for a default.

12.2 Recovery of Amounts Due for Breach

To recover any amounts Provider owes to the Port due to Provider's material or non-material breach of this Contract, the Port may withhold such amounts from any Port payments to Provider, including but not limited to payments made under this Contract or under any other agreement between the parties. Provider's default under this Contract will be, at the Port's option, a default under any other agreement between the parties.

12.3 Contractual Remedies Not Exclusive

The Port will have all remedies available to the Port under this Contract, at law, and in equity, including reasonable attorneys' fees and costs incurred in any action to enforce the Port's rights under this Contract. All available remedies are cumulative and may be exercised singularly or concurrently.

13. TERMINATION FOR CONVENIENCE

The Port may terminate all or part of this Contract at any time for its own convenience by written notice to Provider. Upon termination under this section, Provider shall be entitled to compensation for all Vehicles, Equipment & Accessories delivered to and accepted by the Port prior to Provider's actual notice of the termination or the receipt of the written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the Contract.

14. STATUTORILY REQUIRED PROVISIONS

14.1 Payment for Labor or Material

As a condition of this Contract, Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for the delivery of the Vehicles, Equipment & Accessories provided for in this Contract. [Required by ORS 279B.220 (1)]

14.2 Overtime

As a condition of this Contract, Provider shall pay employees for overtime work performed under this Contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.) [Required by ORS 279B.235 (6)(c)]

14.3 Contributions to the Industrial Accident Fund

As a condition of this Contract, Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider or Provider's subProvider incurred in the performance of this Contract. [Required by ORS 279B.220 (2)]

14.4 Income Tax Withholding

As a condition of this Contract, Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [Required by ORS 279B.220 (4)]

14.5 Workers' Compensation

As a condition of this Contract, all subject employers performing services under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [Required by ORS 279B.230 (2)]

14.6 Medical Care for Employees

As a condition of this Contract, Provider shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Provider, of all sums that Provider agrees to pay for such services and all moneys and sums that Provider collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [Required by ORS 279B.230 (1)]

14.7 Liens and Claims Prohibited

As a condition of this Contract, Provider shall not permit any lien or claim to be filed or prosecuted against the Port, the state, any county, any school district, any municipality, any municipal corporation, or any subdivision thereof, on account of any labor or material furnished pursuant to this Contract. [Required by ORS 279B.220 (3)]

15. MISCELLANEOUS PROVISIONS

15.1 Time of Essence

Time is of the essence with respect to all dates and time periods in this Contract.

15.2 Contingencies

Neither party will be responsible for failure to perform the party's obligations under this Contract due to contingencies beyond the party's reasonable control, including but not limited to earthquakes, floods, tornadoes, and other acts of Nature, fires, epidemics, wars, riots, revolutions, acts of civil or military authorities, sabotage, or nuclear incidents. If any obligation of a party will be delayed by a contingency, the party will promptly notify the other party. Each party will use commercially reasonable efforts to remove the contingency as soon as practicable.

15.3 Law of Oregon; Venue

ORS 15.320 provides that Oregon law applies to this Contract. The parties also agree that Oregon law applies to this Contract, even if ORS 15.320 is determined to be inapplicable or invalid. Venue shall be in Multnomah County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon.

15.4 Successors and Assigns

This Contract shall bind the parties and their partners, successors, executors, administrators, and permitted assignees.

15.5 Provider Identification

Provider shall furnish to the Port Provider's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Provider's Social Security number.

15.6 No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

15.7 Modification

Except as provided in Section 2, this Contract may be modified only by a writing signed by both parties. No oral modification shall be effective.

15.8 Attorney Fees

The prevailing party on a claim shall be entitled to reasonable attorney fees with respect to the claim at trial and on appeal in an action brought with respect to this Contract.

15.9 Permissive Cooperative Procurement Allowed

Other public contracting agencies may establish contracts or price agreements under the terms, conditions and prices of this Contract. Provider agrees to extend the terms, conditions and prices of this Contract to any purchasing Contracting agency, as that term is defined at ORS 279A.200 (1)(h). Contracts or price agreements between Provider and purchasing public contracting agencies are entirely independent of and have no effect upon this Contract.

15.10 Integration

This Contract contains the entire agreement between the parties regarding the subject matter of this Contract and supersedes all prior written or oral discussions or agreements regarding the subject matter of this Contract.

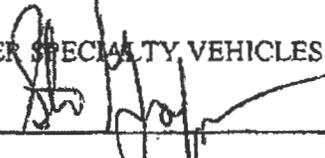
15.11 Attachments

Any exhibits, schedules, and other attachments referenced in this Contract are part of this Contract.

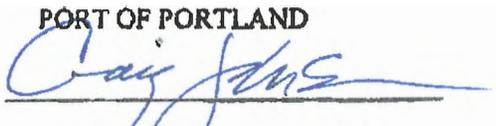
15.12 Authority of Signers

The individuals signing below warrant that they have full authority to execute this Contract on behalf of the party for which they sign.

FARBER SPECIALTY VEHICLES

By: 
Name: Steve Goodyear
Title: Vice President of Sales
Date: 4-1-16
Telephone: 1.800.331.388³¹⁸⁸
Email: sgoodyear@farberspecialty.com

PORT OF PORTLAND

By: 
Name: Craig Johnson, CPPO, CPPB
Title: Manager, Contracts & Procurement
Date: 4-7-2016

To access pricing information, please use your login at www.uscommunities.org.

CONTRACT NUMBER 128867
*Contract Number Must
Appear On All Invoices*

AMENDMENT NUMBER 1
ANNUAL SUPPLY CONTRACT

**TO FURNISH
EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND
ANY RELATED EQUIPMENT, SUPPLIES AND SERVICES**

Parties:	The Port of Portland PO Box 3529 Portland, OR 97208	("Port")
	Farber Specialty Vehicles 7052 Americana Parkway Columbus, OH 43068	("Provider")

RECITALS

A. The parties entered into a Contract effective June 1, 2016, (the "Contract") under which Provider supplies vehicles, equipment & accessories on an as-needed basis to the Port.

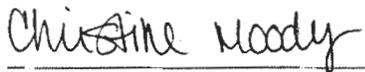
AGREEMENT

1. The Contract is amended to replace Schedule 1 with Schedule 1a1.
2. Integration. Except as expressly provided otherwise by this Contract Amendment Number 1, all provisions of the Contract, as it may have been previously amended, shall remain in effect.
3. Authority of Signers. The individuals signing below represent that they are authorized by the party for which they sign to contractually bind that party to the provisions of this Contract Amendment Number 1.

Farber Specialty Vehicles

Port of Portland

By: 

By: 

Name: Steve Goodyear

Name: Christine Moody

Title: Vice President of Sales

Title: C &P Manager

Date: 09-06-18

Date: 9/6/18

Phone: 1-800-331-3188

Email: sgoodyear@farberspecialty.com

SCHEDULE 1a1
Vehicles, Equipment & Accessories

The Vehicles, Equipment & Accessories listed on the following pages shall be provided at the unit prices listed effective August 18, 2018. Price changes may be considered in accordance with Section 5 of this Contract but only in the same proportion that changes have occurred in the manufacturer's latest published price list(s), discount schedules, or other positive means of identification. Similar items purchased but not listed below shall be supplied at a minimum 6% discount from the manufacturer's published list price.

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CONTRACT NO. 128867

This number must appear
on all invoices

**PORT OF PORTLAND
AMENDMENT NUMBER 2
ANNUAL SUPPLY CONTRACT
EMERGENCY AND SPECIALTY VEHICLES,
EQUIPMENT AND ACCESSORIES AND ANY RELATED
EQUIPMENT, SUPPLIES AND SERVICES**

Parties: Port of
Portland ("Port")

P.O. Box 3529
Portland, Oregon 97208

Farber Specialty
Vehicles ("Provider")

7052 Americana Parkway
Columbus, OH 43068

RECITALS

- A. The parties entered into a Contract effective June 1, 2016, (the "Contract") under which Provider supplies vehicles, equipment & accessories on an as-needed basis to the Port.
- B. Amendment No.1, executed on September 6, 2018, amended the Contract to update the vehicle models and options supplied under this Contract.
- C. The parties now wish to amend the Contract by extending the term.

AGREEMENT

1 TERM

Section 2 is amended to extend the Contract term to May 31, 2021.

2 INTEGRATION

Except as expressly provided otherwise by this Contract Amendment Number 2, all provisions of the Contract, as it may have been previously amended, shall remain in effect.

3 AUTHORITY OF SIGNERS

The individuals signing below represent that they are authorized by the party for which they sign to contractually bind that party to the provisions of this Contract Amendment Number 2 .

Provider:

Port:

Farber Specialty Vehicles

Port of Portland

By:



By:



Print name:

Steve Goodyear

Print name:

Christine Moody

As its:

Vice President of Sales

As its:

C & P Manager

Date signed:

05-16-19

Date signed:

5/29/19

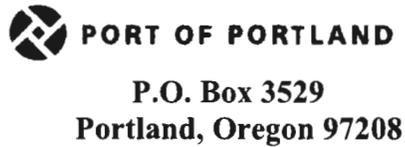
Phone:

1-800-331-3188

Email:

sgoodyear@farberspecialty.com

christine.moody@portofportland.com



REQUEST FOR PROPOSALS

**EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT
AND ACCESSORIES AND ANY RELATED EQUIPMENT,
SUPPLIES AND SERVICES**

SOLICITATION NUMBER 2015-6901

November 19, 2015

Single Point of Contact (SPC): Craig Johnsen (See Section 1.3)
Phone: (503) 415-6354
E-mail: craig.johnsen@portofportland.com

PROPOSALS DUE: NOT LATER THAN 3:00 pm, January 8, 2016
LATE PROPOSALS MAY NOT BE ACCEPTED

NOTE: A pre-proposal conference will not be held.

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SCHEDULES

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- 1.4 A General Scope of Services
- 1.4 B Sample Specifications for Evaluation Purposes (Provided separately from this document)
- 2.4.3.2 Certification of Trade Secret
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- 3.2.1.5 A Price Sheet
- 3.2.1.5 B Sample Specification Pricing
- 3.3 Checklist of Required Submittals

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1 OVERVIEW

1.1 Introduction

The Port of Portland (herein the “Port” or “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from potential experienced firms and individuals (the “Provider or Providers”) capable of providing services to the Port to enter into a Master Agreement for a complete line of EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND ANY RELATED EQUIPMENT, SUPPLIES AND SERVICES (herein “Products and Services”).

The Port intends to award one or more highly qualified Providers up to a three year contract. At the Port’s option, the contract may be extended for up to two additional years, in one-year increments. A sample Port of Portland Annual Supply Contract is attached as Schedule 1.1.

1.2 RFP Schedule

1.2.1 Deadlines

The following schedule is tentative and subject to change at the Port’s sole discretion:

- November 19, 2015 Issuance of RFP to prospective Providers
- December 23, 2015 Questions and answers (Q&A) period ends
- January 8, 2016 3 p.m. deadline for receipt of proposals
- February 10, 2016 Presentations, demonstrations or interviews (if required)
- February 19, 2016 Selection of apparent successful Provider announced
- February 26, 2016 Award protest period ends
- March 14, 2016 Contract begins (approx.)

1.3 Single Point of Contact

Craig Johnsen, Manager, Contracts and Procurement, is the solicitation manager for this Request for Proposals (RFP) and is the single point of contact (SPC) for Providers during the RFP process (refer to Section 2.1.4 for information on questions). Contact with other Port employees, officials, or representatives regarding this RFP, including without limitation any attempt to influence a member of the evaluation team (refer to Section 2, Section 3, and Section 4 below for information on the evaluation team), is prohibited. Such conduct by a Provider will be grounds for immediate rejection of its proposal.

1.4 Scope of Services

See Schedule 1.4 A for the General Scope of Services and Schedule 1.4 B for Sample Specifications for evaluation purposes.

2 PROPOSAL PROCESS

2.1 General

2.1.1 Evaluation

Proposals will be evaluated by a Port evaluation team that will include both Port personnel as well as evaluators from other Participating Public Agencies. The evaluation will be in accordance with Section 3, Proposal Content and Evaluation Criteria, and may include requests by the team for additional information, oral discussions, site visits, and inquiries into the experience and responsibility of the Provider.

2.1.2 No Obligation to Award; Costs; Cancellation or Rejection

The issuance of this RFP, and the receipt and evaluation of proposals does not obligate the Port to award a contract. The Port will not pay any costs incurred in responding to this RFP. The Port may cancel this RFP or reject any or all proposals in accordance with ORS 279B.100.

2.1.3 Commencement of Work

The successful Provider may not commence work, accept orders or market this award until receipt of a fully executed Port of Portland contract and completion of U.S. Communities implementation.

2.1.4 Questions

All questions relating to this RFP must be posed through the Port's online vendor portal at www.portofportland.com under the *Business Opportunities* tab. Questions received after the deadline in Section 1.2.1 may not be considered.

2.2 Pre-Proposal Interpretation of Contract Documents

2.3 Changes to RFP

2.3.1.1 The Port reserves the right to make changes to the RFP. Changes will be made by written addendum which will be issued to all prospective Providers on the Port's list of RFP holders.

2.3.1.2 Prospective Providers may request or suggest any change to the RFP by submitting a written request, at www.portofportland.com through the Business Opportunities vendor portal. The request shall specify the RFP provision in question, and contain an explanation for the requested change. The request must be submitted no later than the deadline for receipt of proposals as indicated in Section 1.2.1.

2.3.1.3 The evaluation team will evaluate all requests submitted, but reserves the right to determine whether to accept the requested change.

2.3.2 Amend or Withdraw Proposal

A Provider may amend or withdraw its proposal any time prior to the time and date established for proposal submission.

2.4 Public Disclosure of Proposals

2.4.1 General Rules

2.4.1.1 Oregon Public Records Law

Pursuant to the Oregon Public Records Law (ORS 192.410 to 192.505), any information provided to the Port pursuant to this RFP is subject to public disclosure in response to a public records request.

2.4.1.2 Oregon Public Contracting Code Disclosure Limitations

Consistent with ORS 279B.060(6)(a), the Port: (i) does not make proposals open for public inspection until after the notice of intent to award a contract is issued; and (ii) at the Port's election, may open proposals in a manner to avoid disclosing contents to competing Providers during the process of negotiation (except that the Port will make available the identity of all Providers after the proposals are opened).

2.4.2 Exemptions from Disclosure

2.4.2.1 Exemptions Generally

The general public disclosure requirement under the Oregon Public Records Law is subject to a number of exemptions. The Port advises each Provider to reference the Oregon Public Records Law and to consult with its own legal counsel regarding public records issues prior to submitting a proposal.

2.4.2.2 Trade Secrets

Consistent with ORS 279B.060(6)(b), after the Port issues notice of intent to award the Port may withhold from disclosure certain, specific information within a proposal that is exempt from disclosure as "trade secrets" under ORS 192.501(2). Such information must be properly marked in accordance with Section 2.4.3.2 below and remains subject to disclosure as described in Section 2.4.4 below.

2.4.2.3 Information Submitted in Confidence

Unless expressly provided otherwise in this RFP or in a separate written communication from an authorized representative of the Port, the Port does not oblige itself to withhold from public disclosure any proposal information submitted "in confidence" as provided under ORS 192.502(4) unless the information is otherwise exempt from disclosure under Oregon law. The Port considers proposals submitted in response to this RFP to be submitted in confidence only until the Port completes its evaluation of all proposals and publicly announces the results.

2.4.3 Properly Marking Information Believed to be Exempt

2.4.3.1 Generally

If a Provider believes that any specific information within its proposal is exempt from disclosure under the Oregon Public Records Law, the Provider must: (i) prominently mark all such specific information as exempt in its proposal; and (ii) submit a duplicate copy of its complete proposal, with only the specific information that the Provider believes is exempt redacted such that it is not legible to readers. Marking the entire proposal as exempt from disclosure, or marking lengthy passages as exempt in a "blanket" manner, is not acceptable and the Port may consider such proposals to be improperly marked (refer to Section 2.4.4 below regarding improperly marked

proposals). When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed. The Port reserves the right to determine, in its sole discretion, whether a proposal has been properly marked to assert exemptions from disclosure.

2.4.3.2 Trade Secrets

If a Provider believes that any specific information within its proposal is exempt from disclosure as a “trade secret” under ORS 192.501(2), then in addition to meeting the proposal marking and submission requirements set forth in Section 2.4.3.1 above the Provider must complete and submit with its proposal an Certification of Trade Secret in the form attached as Schedule 2.4.3.2.

2.4.4 Improperly Marked Proposals

The fact that a Provider marks information in its proposal as exempt from disclosure does not necessarily mean that the information is exempt. Upon the receipt of a public records request, the Port will make an independent determination regarding the applicability of exemptions that have been asserted in properly marked proposals. Providers are cautioned that improperly marked proposals are subject to disclosure in their entirety, without any independent review by the Port and without notice to the Provider. If a Provider fails to identify information in a proposal that the Provider believes is exempt from disclosure, the Provider waives any future claim that such information is exempt.

2.5 Submission of Proposals

2.5.1 Requirements

Each Provider’s submission in response to this RFP must:

Include one (1) hard copy original (marked as such), one (1) additional copy of the original, **and eight (8) USB Thumb drives with complete proposal packages included within.**

- 2.5.1.1** If applicable pursuant to Section 2.4.2 above, include one duplicate, redacted copy of the complete proposal on the USB Thumb drives, as provided in such subsection;
- 2.5.1.2** If applicable pursuant to Section 2.4.3.2 above, include one completed Certification of Trade Secret form, as provided in such subsection;
- 2.5.1.3** Be submitted in a sealed envelope or heavy-duty carton that is plainly marked with Solicitation Number 2015-6901 and “Proposal to Provide EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND ANY RELATED EQUIPMENT, SUPPLIES AND SERVICES”, and that bears the Provider’s name and address; and
- 2.5.1.4** Be received by the Port’s Contracts and Procurement Manager, Craig Johnsen, at 7200 N.E. Airport Way, Portland, OR 97218 (mailing address: PO Box 3529, Portland, OR 97208) prior to the deadline for submitting proposals. The Port, at its option, may decline to consider late submissions.

2.5.2 Proposal Submission Method

Proposals may not be submitted by electronic means and must be hardcopy with thumb drives.

2.5.3 Period of Irrevocability

Proposals will be offers that are irrevocable for a period of one hundred twenty (120) days after the time and date proposals are due. Proposals must contain the name, address and telephone number of an individual or individuals with authority to bind the company during the period in which the proposal will be evaluated.

2.6 Protests

2.6.1 Protest Submission

A Provider or prospective Provider who wishes to object to or protest any aspect of this procurement as provided under ORS Chapter 279B, including but not limited to, Matters that are apparent on the face of the solicitation documents (such as the Scope of Services, specifications, and Sample Contract attached as Schedule B) and the award of the contract must deliver a written protest to the Manager of Contracts and Procurement, 7200 N.E. Airport Way, Portland, OR 97218; mailing address, PO Box 3529, Portland, OR 97208; or via facsimile to (503) 548-5812. A protest is delivered for the purposes of this paragraph when it is actually received by the Port's Contracts and Procurement Department Staff.

2.6.2 Protest Content; Incomplete Protests; Port Investigation and Response

A protest will be deemed to include only the documents timely delivered pursuant to this paragraph. It must identify the prospective Provider's name and contact information, and be sent by an authorized representative of the Provider. It must contain all information required for protests under ORS Chapter 279B, clearly state all grounds for the protest and the relief sought, and include all supporting evidence, in the form of physical evidence, documents, or affidavits. The Port reserves the right to decline to consider protests that do not include the required information. The Port may investigate as it deems appropriate in reviewing the protest, and will issue a written decision in response to the protest.

2.6.3 Timeliness

2.6.3.1 Matters that are Apparent on the Face of the Solicitation

Documents or that is Otherwise Known or Should Have Been Known. If the protest relates to matters that are apparent on the face of the solicitation documents or to matters that are otherwise known or should have been known to the protester, the protest must be delivered no fewer than ten (10) business days prior to the deadline for the Port's receipt of proposals.

2.6.3.2 Other Matters (including Contract Award).

If the protest relates to other matters, including but not limited to the award of the contract, it must be delivered as soon as possible, and in no event more than five (5) business days, after the protester knows or reasonably should have known of the award of the contract, the Port's intent to award the contract, or other matters to which the protest

is addressed. If the Port receives only one proposal, the Port may dispense with the intent to award protest period and proceed with negotiations and award.

2.6.3.3 Untimely Protests

The Port reserves the right to decline to review untimely protests.

2.6.4 Right to Protest Contract Award (Specifically)

In addition to meeting the other protest requirements set forth in this RFP, a Provider may only protest the award of the contract (or notice of intent to award the contract, whichever occurs first), if the Provider is adversely affected because the Provider would be eligible to be awarded the contract in the event the protest was successful and the reason for the protest is one of the reasons specified in ORS 279B.410(1)(b).

2.6.5 Appeal Rights

If a protester disagrees with the written decision issued by Port's Manager of Contracts and Procurement, the protester may appeal in writing to the Port's Executive Director. The written appeal must clearly state the grounds on which the Provider believes the Port's protest decision should be overturned, and must include all legal arguments and all evidence in support of the appeal, in the form of physical evidence, documents, or affidavits. The written appeal must be received by the Executive Director, Port of Portland, 7200 N.E. Airport Way, Portland, OR 97218 (mailing address P.O. Box 3529, Portland, OR 97208), within five (5) business days after the protester's receipt of the written decision issued by Port's Manager of Contracts and Procurement. The Executive Director will issue a written decision to the protest. The Executive Director may decline to consider a late appeal.

2.6.6 Action after Denial of Protest and Appeal

The Port may proceed with the procurement after denial of the protest or denial of the appeal, including but not limited to contract award, execution, and performance.

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3 PROPOSAL CONTENT AND EVALUATION CRITERIA

3.1 Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Provider's ability to satisfy the requirements of this RFP. Responses to each section and subsection should be labeled to indicate the item being addressed. Submissions of technical literature, display charts, or other supplemental materials are the responsibility and within the discretion of the Provider. The Port will not be liable for any expense incurred in the preparation of proposals. Firms interested in being considered for this work must submit the following written information for review by the evaluation team.

3.1.1 Providers are encouraged to provide complete information in their written proposals. Double-sided printing of the hard copy proposal documents is encouraged. Pages should be numbered consecutively.

3.2 Format

Proposals shall conform to the following format:

3.2.1 Part I – Proposal Form

Providers must complete the Proposal Form, attached as Schedule 3.2.1, and include it as the first page of their proposal.

Part II – Required Submissions and Evaluation Criteria

In addition to the required Section 2.5.1 above, Providers must submit information that enable the Port's evaluation team to evaluate proposals based upon the criteria shown below. If no criteria weighting is shown, then the criteria are listed in their relative order of importance. Although some of the criteria may be given more weight than others, each Provider is expected to provide the Port with a comprehensive proposal which allows the Port to do a complete evaluation against the criteria.

3.2.1.1 Provider Introduction – Weight [10]

- (a) Cover Letter: The cover letter should indicate the Provider's commitment to provide the Products and Services proposed. Additionally, the cover letter shall identify the members of the team that comprise the Provider. Indicate the organizational relationship of the team members.
- (b) Executive Summary: The executive summary shall be a brief, concise summary level description of the contents of the proposal. Provider shall also indicate the category or categories it is responding to from Schedule 1.4 A, General Scope of Services.
- (c) This section shall describe the Provider's ability and experience related to the Products and Services proposed, including but not limited to, a brief description of the organization's track record, including history, number of employees, number of years in business, and a list of projects relevant to this RFP.

3.2.1.2 Proposal – Weight [25]

- (a) The Provider shall provide a statement of all the Products and Services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing Provider’s best offer.
- (b) Provide a detailed response to requirements in Schedule 1.4 A, General Scope of Services.
- (c) State where and how the proposal deviates from the general requirements of the RFP.

3.2.1.3 Proposed Strategy and Operational Plan – Weight [10]

- (a) The strategy and operational plan should include a brief overview of the proposed plan for the RFP requirements, an understanding of the work to be done, the overall strategy for implementation from selection of product through delivery and training, and the key personnel who will be responsible for seeing a project through to completion for a Participating Public Agency. The strategy and operational plan shall also include the timeline for implementation and highlight any other requirements that are noted in the detailed proposed plan. Include an example of an organization chart that would be provided to a Participating Public Agency.
- (b) Provide chronological resumes of the key local personnel that will be assigned to this contract. Please provide at least three (3) references of projects where key personnel performed in a similar role as that proposed for this contract.

3.2.1.4 National Supplier Qualifications – Weight [20]

- (a) Supplier Qualifications: Provider must include a narrative of its understanding and acceptance of the Supplier Commitments outlined in Section 5.10.
- (b) Provide the completed and signed Supplier Worksheet for National Program Consideration in Section 5.12.
- (c) Complete Supplier Information Section 5.14.

3.2.1.5 Cost/Fees – Weight [35]

- (a) Provider must complete and attach Schedule 3.2.1.5 A Price Sheet.
- (b) Provider must complete and attach Schedule 3.2.1.5 B Sample Specification Pricing. Schedule 3.2.1.5 B will be used for evaluation purposes. Pricing must be reflective of, and based on the pricing structure submitted on Schedule 3.2.1.5 A.

3.2.1.6 U.S. Communities Administration Agreement, signed unaltered.

A checklist summarizing all required submittals can be found in Schedule 3.3.

4 EVALUATION PROCEDURES

4.1 Competitive Range

An evaluation team will determine which proposals are within the competitive range in accordance with the evaluation criteria set forth in Section 3. Only those proposals determined to be within the competitive range will be considered for award.

4.2 Evaluation Team Members

4.2.1 Proposals will be evaluated by the Port of Portland in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

4.2.2 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.

4.2.3 One or more evaluation team members may conduct an initial evaluation of all proposals, using the evaluation criteria set forth in Section 3, and may identify a subset of proposals as finalists for further evaluation by the evaluation team.

4.2.4 After the initial evaluation, members of the evaluation team. Comprised of staff from the Port of Portland as well as representatives from other public agencies across the country may perform any of their functions individually, or as a group consisting of two or more evaluation team members.

4.2.5 If particular functions are performed by individual evaluation team members or by a group consisting of less than the full evaluation team, the evaluation team members performing the functions shall report to the full team a summary of the information gathered or conclusions reached.

4.2.6 A report of final evaluation results and any recommendation regarding award of a contract may be made to the Executive Director or the Executive Director's designee without the participation of all evaluation team members, provided that a majority of evaluation team members participate.

4.3 Presentations, Demonstrations, Interviews

Selected Providers may be invited to participate in a presentation, demonstration or interview stage of the evaluation process. Depending upon the specific situation, Providers may be requested to provide a topic-specific presentation, a product demonstration, or to respond in person to questions related specifically to their proposals and other pertinent matters with respect to the RFP. In such a case the information obtained shall become a factor in overall selection.

4.4 Best and Final Offers

The Port reserves the right to request “best-and-final-offers from the highest ranked Providers. In the event of such a request, submission requirements will be communicated to the highest ranked Providers by the SPC.

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5 U.S. COMMUNITIES

5.1 Overview

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.

5.2 National Sponsors

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

5.3 Advisory Board

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

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

Current U.S. Communities Advisory Board Members

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

5.4 Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.8 Billion Dollars in products and services annually. Each month more than 500 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

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

Port of Portland 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 Section 5.16.

5.5 Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 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, Port of Portland 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 2014 purchased more than \$168 Million Dollars of products and services from existing U.S. Communities contracts.

5.6 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, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

5.7 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.

5.8 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.

5.9 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.

5.10 Supplier Qualifications

5.10.1 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:

5.10.1.1 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.

5.10.1.2 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.

5.10.1.3 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.

5.10.1.4 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, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the 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. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier

Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

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5.11 U.S. Communities Administration Agreement Instructions

The Supplier is required to execute the U.S. Communities Administration Agreement, unaltered (attached hereto as Section 5.15) and submit with the supplier's proposal. The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract. Failure to do so may result in disqualification.

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5.12 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 ___

(*If no, identify the states where you have the ability to provide service to Participating Public Agencies.)

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

YES ___ *NO ___

(*If no, identify the states where you have the ability to call on Participating Public Agencies.)

D. Check which applies for your company sales last year in the United States:

- ___ Sales between \$0 and \$25,000,000
- ___ Sales between \$25,000,001 and \$50,000,000
- ___ Sales between \$50,000,001 and \$100,000,000
- ___ Sales greater than \$100,000,001

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

YES ___ NO ___

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

YES ___ NO ___

G. Does your company 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)

PART NUMBER	FARBER SPECIALTY VEHICLES VEHICLE MODELS AND OPTIONS Vehicles & Options <small>OMNIA PARTNERS Contract #128857</small>	Model	Commercial Price	1 Unit	2 Units	3 Units
				Discount 6.00%	Discount 6.50%	Discount 7.00%
VEHICLES - FOB Continental US						
USCFVS 1000001	FSV Van	Mercedes , Ford	\$119,433.00	\$112,267.00	\$111,669.00	\$111,072.00
USCFVS 1000002	FSV Body 12	Ford	\$85,018.00	\$79,916.00	\$79,491.00	\$79,066.00
USCFVS 1000003	FSV Body 16	Ford	\$112,741.00	\$105,976.00	\$105,412.00	\$104,849.00
USCFVS 1000004	FSV Body 18	Ford, Freightliner, International	\$179,844.00	\$169,053.00	\$168,154.00	\$167,254.00
USCFVS 1000005	FSV Body 20	Ford, Freightliner, International	\$217,800.00	\$204,732.00	\$203,643.00	\$202,554.00
USCFVS 1000006	FSV Body 24	Ford Freightliner, International	\$249,852.00	\$234,860.00	\$233,611.00	\$232,362.00
USCFVS 1000007	FSV Body 30	Freightliner, International	\$349,556.00	\$328,582.00	\$326,834.00	\$325,087.00
USCFVS 1000008	FSV Body 32	Freightliner, International	\$389,900.00	\$366,506.00	\$364,556.00	\$362,607.00
USCFVS 1000009	FSV StepVan 20	Freightliner	\$248,552.00	\$233,638.00	\$232,396.00	\$231,153.00
USCFVS 1000010	FSV StepVan 26	Freightliner	\$268,552.00	\$252,438.00	\$251,096.00	\$249,753.00
USCFVS 1000011	FSV StepVan 30	Freightliner	\$288,552.00	\$271,238.00	\$269,796.00	\$268,353.00
USCFVS 1000012	FSV Coach Style 33	Freightliner , Ford	\$219,000.00	\$205,860.00	\$204,765.00	\$203,670.00
USCFVS 1000013	FSV Coach Style 38	Freightliner , Ford	\$248,427.00	\$233,521.00	\$232,279.00	\$231,037.00
USCFVS 1000014	FSV Custom Coach Style 38 - (front engine)	Freightliner	\$305,000.00	\$286,700.00	\$285,175.00	\$283,650.00
USCFVS 1000015	FSV Custom Coach Style 40 - (rear engine)	Freightliner	\$433,803.00	\$407,774.00	\$405,605.00	\$403,436.00
USCFVS 1000016	FSV Custom Coach Style 45 - (rear engine)	Freightliner	\$463,803.00	\$435,974.00	\$433,655.00	\$431,336.00
USCFVS 1000017	FSV Prevost H3-45 56 Passenger Coach	Volvo	\$699,000.00	\$657,060.00	\$653,565.00	\$650,070.00
USCFVS 1000018	FSV Prevost X3-45 55 Passenger Coach	Volvo	\$599,000.00	\$563,060.00	\$560,065.00	\$557,070.00
USCFVS 1000019	FSV Prevost Volvo 56 Passenger Coach	Volvo	\$499,000.00	\$469,060.00	\$466,565.00	\$464,070.00
USCFVS 1000020	FSV Prevost X345	Volvo	\$1,027,000.00	\$965,380.00	\$960,245.00	\$955,110.00
USCFVS 1000021	FSV Prevost H345	Volvo	\$1,067,478.00	\$1,003,429.00	\$998,091.00	\$992,754.00
USCFVS 1000022	FSV Trailer -16	Custom	\$64,608.00	\$60,731.00	\$60,408.00	\$60,085.00
USCFVS 1000023	FSV Trailer - 20	Custom	\$74,608.00	\$70,131.00	\$69,758.00	\$69,385.00
USCFVS 1000024	FSV Trailer - 30	Custom	\$139,800.00	\$131,412.00	\$130,713.00	\$130,014.00
USCFVS 1000025	FSV Trailer - 53	Custom	\$331,616.00	\$311,719.00	\$310,060.00	\$308,402.00
USCFVS 1000026	FSV Trailer - 53 Double Expandable	Custom	\$1,147,068.00	\$1,078,243.00	\$1,072,508.00	\$1,066,773.00
USCFVS 1000027	FSV Trailer - 53 Two Story	Custom	\$1,543,815.00	\$1,451,186.00	\$1,443,467.00	\$1,435,747.00
USCFVS 1000028	FSV Custom Fire Chassis	Spartan, Custom	\$589,000.00	\$553,660.00	\$550,715.00	\$547,770.00
USCFVS 1000029	FSV Custom Coach Mauck II	Mercedes	\$178,200.00	\$167,508.00	\$166,617.00	\$165,726.00
USCFVS 1000030	MULTI-USE CONTAINER MODULE 10'	Custom	\$78,000.00	\$73,320.00	\$72,930.00	\$72,540.00
USCFVS 1000031	MULTI-USE CONTAINER MODULE 20'	Custom	\$120,000.00	\$112,800.00	\$112,200.00	\$111,600.00
USCFVS 1000032	MULTI-USE CONTAINER MODULE 40'	Custom	\$240,000.00	\$225,600.00	\$224,400.00	\$223,200.00
USCFVS 1000033	Used Products 9% Off List					
Model Upgrade Pricing						
Includes Custom Floorplan Design						
USCFVS 1100001	Custom Dental Unit (per foot)	1100001	\$670.00	\$629.00	\$626.00	\$623.00
USCFVS 1100002	Custom Mammography Unit (per foot)	1100002	\$790.00	\$742.00	\$738.00	\$734.00
USCFVS 1100003	Custom Health Unit (per foot)	1100003	\$440.00	\$413.00	\$411.00	\$409.00
USCFVS 1100004	Custom Laboratory Unit (per foot)	1100004	\$560.00	\$526.00	\$523.00	\$520.00
USCFVS 1100005	Custom Book Mobile (per foot)	1100005	\$310.00	\$291.00	\$289.00	\$288.00
USCFVS 1100006	Custom Classroom (per foot)	1100006	\$320.00	\$300.00	\$299.00	\$297.00
USCFVS 1100007	Custom STEM Lab (per foot)	1100007	\$390.00	\$366.00	\$364.00	\$362.00
USCFVS 1100008	Custom Computer Lab (per foot)	1100008	\$320.00	\$300.00	\$299.00	\$297.00
USCFVS 1100009	Custom DUI-BAT Unit (per foot)	1100009	\$350.00	\$329.00	\$327.00	\$325.00
USCFVS 1100010	Custom Hazmat Unit (per foot)	1100010	\$290.00	\$272.00	\$271.00	\$269.00
USCFVS 1100011	Custom Equipment Unit (per foot)	1100011	\$290.00	\$272.00	\$271.00	\$269.00
USCFVS 1100012	Custom Mobile Command Center (per foot)	1100012	\$330.00	\$310.00	\$308.00	\$306.00
USCFVS 1100013	Custom Mobile Communications Center (per foot)	1100013	\$330.00	\$310.00	\$308.00	\$306.00
USCFVS 1100014	Custom Bomb- EOD (per foot)	1100014	\$290.00	\$272.00	\$271.00	\$269.00
USCFVS 1100015	Custom Specialty Vehicle Unit (per foot)	1100015	\$350.00	\$329.00	\$327.00	\$325.00
USCFVS 1100016	Custom Prisoner Transport (per foot)	1100016	\$333.00	\$313.00	\$311.00	\$309.00
USCFVS 1100017	FSV Custom Coach 38 or 33 to gasoline V-10	1100017	-\$25,600.00	-\$24,064.00	-\$23,936.00	-\$23,808.00
USCFVS 1100018	Ducted AC	1100018	\$6,850.00	\$6,439.00	\$6,404.00	\$6,370.00
USCFVS 1100019	Central AC water collection and plumbing	1100019	\$7,800.00	\$7,332.00	\$7,293.00	\$7,254.00
USCFVS 1100020	Insulation barrier coating to roof (per foot)	1100020	\$400.00	\$376.00	\$374.00	\$372.00
USCFVS 1100021	Folding ramp, stowed inside	1100021	\$4,400.00	\$4,136.00	\$4,114.00	\$4,092.00

PART NUMBER	FARBER SPECIALTY VEHICLES VEHICLE MODELS AND OPTIONS Vehicles & Options <small>OMNIA PARTNERS Contract # 128867</small>	Model	Commercial Price	1 Unit	2 Units	3 Units
				Discount 6.00%	Discount 6.50%	Discount 7.00%
USCFVS 1100022	Rail mounted ramp	1100022	\$3,800.00	\$3,572.00	\$3,553.00	\$3,534.00
USCFVS 1100023	Stainless Wheels	1100023	\$2,800.00	\$2,632.00	\$2,618.00	\$2,604.00
USCFVS 1100024	Tommy Gate w/ aluminum platform, LED lights, remote control pendent and c/s control	1100024	\$7,800.00	\$7,332.00	\$7,293.00	\$7,254.00
USCFVS 1100025	Insta Chains	1100025	\$2,860.00	\$2,688.00	\$2,674.00	\$2,659.00
USCFVS 1100026	Run Flat Tires	1100026	\$680.00	\$639.00	\$635.00	\$632.00
USCFVS 1100027	Inner tire valve extenders (2)	1100027	\$160.00	\$150.00	\$149.00	\$148.00
USCFVS 1100028	Medium duty winch	1100028	\$4,860.00	\$4,568.00	\$4,544.00	\$4,519.00
USCFVS 1100029	Heavy duty winch	1100029	\$5,680.00	\$5,339.00	\$5,310.00	\$5,282.00
USCFVS 1100030	Triple air suspension for 53 trailer with flotation tires	1100030	\$50,000.00	\$47,000.00	\$46,750.00	\$46,500.00
USCFVS 1100031	Chassis Extended Warranty (if available)	1100031	\$3,312.00	\$3,113.00	\$3,096.00	\$3,080.00
USCFVS 1100032	Air lift tie down	1100032	\$410.00	\$385.00	\$383.00	\$381.00
USCFVS 1100033	FSV Multiplex System	1100033	\$10,546.00	\$9,913.00	\$9,860.00	\$9,807.00
USCFVS 1100034	FSV Multiplex System Ipad module	1100034	\$3,680.00	\$3,459.00	\$3,440.00	\$3,422.00
USCFVS 1100035	FSV Multiplex additional node	1100035	\$1,280.00	\$1,203.00	\$1,196.00	\$1,190.00
USCFVS 1100036	FSV Multiplex additional screen	1100036	\$1,870.00	\$1,757.00	\$1,748.00	\$1,739.00
USCFVS 1100037	FSV Multiplex additional input	1100037	\$1,680.00	\$1,579.00	\$1,570.00	\$1,562.00
INTERIOR OPTIONS						
USCFVS 1200001	Side sliding windows w/ aluminum mini blind	1200001	\$575.00	\$540.00	\$537.00	\$534.00
USCFVS 1200002	Fixed Window	1200002	\$475.00	\$446.00	\$444.00	\$441.00
USCFVS 1200003	Emergency Exit Window	1200003	\$670.00	\$629.00	\$626.00	\$623.00
USCFVS 1200004	Aluminum overhead cabinets in lieu of laminated, up to 20ft box	1200004	\$5,800.00	\$5,452.00	\$5,423.00	\$5,394.00
USCFVS 1200005	Aluminum overhead cabinets in lieu of laminated, up to 30ft box	1200005	\$7,800.00	\$7,332.00	\$7,293.00	\$7,254.00
USCFVS 1200006	Aluminum overhead cabinets in lieu of laminated, up to 45ft box	1200006	\$9,800.00	\$9,212.00	\$9,163.00	\$9,114.00
USCFVS 1200007	Medical Grade cabinets, powder painted steel, in lieu of laminated, per foot	1200007	\$150.00	\$141.00	\$140.00	\$139.00
USCFVS 1200008	Medical Grade lower cabinets, powder painted steel, in lieu of laminated per foot	1200008	\$105.00	\$98.00	\$98.00	\$97.00
USCFVS 1200009	Cap box meeting ATF & IME, 24" x 18" x 18"	1200009	\$985.00	\$925.00	\$920.00	\$916.00
USCFVS 1200010	Day box meeting ATF & IME, 24" x 18" x 18"	1200010	\$780.00	\$733.00	\$729.00	\$725.00
USCFVS 1200011	Sound deadening, color coordinated wall carpet	1200011	\$2,000.00	\$1,880.00	\$1,870.00	\$1,860.00
USCFVS 1200012	Upgrade high-back office chair	1200012	\$825.00	\$775.00	\$771.00	\$767.00
USCFVS 1200013	Wheelchair lift, automatic, ADA approved, w/door	1200013	\$6,590.00	\$6,194.00	\$6,161.00	\$6,128.00
USCFVS 1200014	Wheelchair lift, Cassette, automatic, ADA approved, w/door	1200014	\$14,580.00	\$13,705.00	\$13,632.00	\$13,559.00
USCFVS 1200015	Safety mesh with turn buckles for wheelchair door	1200015	\$285.00	\$267.00	\$266.00	\$265.00
USCFVS 1200016	Wheelchair securing device, FMVSS 403/404 compliant	1200016	\$495.00	\$465.00	\$462.00	\$460.00
USCFVS 1200017	Seat belts per seat, 74" manual	1200017	\$65.00	\$61.00	\$60.00	\$60.00
USCFVS 1200018	Seat belts per seat, under seat retractable	1200018	\$138.00	\$129.00	\$129.00	\$128.00
USCFVS 1200019	Litter support rack, floor mounted, two litter maximum	1200019	\$4,200.00	\$3,948.00	\$3,927.00	\$3,906.00
USCFVS 1200020	Wall mount poster holders	1200020	\$24.00	\$22.00	\$22.00	\$22.00
USCFVS 1200021	Power washer, electric, located in below floor cargo area	1200021	\$1,750.00	\$1,645.00	\$1,636.00	\$1,627.00
USCFVS 1200022	Cabinet, custom nurses station	1200022	\$1,500.00	\$1,410.00	\$1,402.00	\$1,395.00
USCFVS 1200023	Stainless steel holding cell	1200023	\$23,352.00	\$21,950.00	\$21,834.00	\$21,717.00
USCFVS 1200024	Table , removable	1200024	\$680.00	\$639.00	\$635.00	\$632.00
USCFVS 1200025	Level 1 Interior finish upgrade (solid surface counters,upgraded flooring) per foot	1200025	\$168.00	\$157.00	\$157.00	\$156.00
USCFVS 1200026	Level 2 Interior finish upgrade (includes level 1 , and upgraded lamintae walls and cabinets) per foot	1200026	\$267.00	\$250.00	\$249.00	\$248.00
USCFVS 1200027	Level 3 Interior finish upgrade (includes levels 1 & 2 and upgraded fabrics and upholstery) per foot	1200027	\$468.00	\$439.00	\$437.00	\$435.00
USCFVS 1200028	Shelving Book Mobile (per foot)	1200028	\$688.00	\$646.00	\$643.00	\$639.00
USCFVS 1200029	Custom Cabinet	1200029	\$1,180.00	\$1,109.00	\$1,103.00	\$1,097.00
USCFVS 1200030	Custom Counters (per foot)	1200030	\$118.00	\$110.00	\$110.00	\$109.00
FINISHES & UPGRADES						
USCFVS 1300001	Stretched vinyl, blind tacked ceiling	1300001	\$800.00	\$752.00	\$748.00	\$744.00
USCFVS 1300002	Upgraded vinyl flooring	1300002	\$1,655.00	\$1,555.00	\$1,547.00	\$1,539.00
USCFVS 1300003	Exterior graphics package (One to four units required)	1300003	\$4,980.00	\$4,681.00	\$4,656.00	\$4,631.00
USCFVS 1300004	Full exterior wrap with paint on front and back included (per foot)	1300004	\$657.00	\$617.00	\$614.00	\$611.00
USCFVS 1300005	CSI package level I	1300005	\$9,860.00	\$9,268.00	\$9,219.00	\$9,169.00
USCFVS 1300006	CSI package level II	1300006	\$18,680.00	\$17,559.00	\$17,465.00	\$17,372.00
USCFVS 1300007	Ducted Ceiling (per foot)	1300007	\$210.00	\$197.00	\$196.00	\$195.00
EXTERIOR OPTIONS						
USCFVS 1400001	Roll up exterior awning, white w/aluminum cover, up to 12'	1400001	\$1,695.00	\$1,593.00	\$1,584.00	\$1,576.00

PART NUMBER	FARBER SPECIALTY VEHICLES VEHICLE MODELS AND OPTIONS Vehicles & Options <small>OMNIA PARTNERS Contract #128867</small>	Model	Commercial Price	1 Unit	2 Units	3 Units
				Discount 6.00%	Discount 6.50%	Discount 7.00%
USCFVS 1400002	Roll up exterior awning, white w/aluminum cover, up to 18'	1400002	\$1,995.00	\$1,875.00	\$1,865.00	\$1,855.00
USCFVS 1400003	Roll up exterior awning, white w/aluminum cover, up to 22'	1400003	\$2,295.00	\$2,157.00	\$2,145.00	\$2,134.00
USCFVS 1400004	Electric roll up exterior awning, Sunbrella color selection, up to 12'	1400004	\$2,695.00	\$2,533.00	\$2,519.00	\$2,506.00
USCFVS 1400005	Electric roll up exterior awning, Sunbrella color selection, up to 18'	1400005	\$2,895.00	\$2,721.00	\$2,706.00	\$2,692.00
USCFVS 1400006	Electric roll up exterior awning, Sunbrella color selection, up to 22'	1400006	\$3,095.00	\$2,909.00	\$2,893.00	\$2,878.00
USCFVS 1400007	Lateral arm box awning, Sunbrella color selection, up to 12'	1400007	\$4,720.00	\$4,436.00	\$4,413.00	\$4,389.00
USCFVS 1400008	Lateral arm box awning, Sunbrella color selection, up to 18'	1400008	\$5,150.00	\$4,841.00	\$4,815.00	\$4,789.00
USCFVS 1400009	Lateral arm box awning, Sunbrella color selection, up to 22'	1400009	\$5,350.00	\$5,029.00	\$5,002.00	\$4,975.00
USCFVS 1400010	Drivers side awning boxes (non-working) with end caps	1400010	\$4,400.00	\$4,136.00	\$4,114.00	\$4,092.00
USCFVS 1400011	Fairing kit, Girard XL2 driver side and front air foil	1400011	\$8,904.00	\$8,369.00	\$8,325.00	\$8,280.00
USCFVS 1400012	FARBER XC Entry platform with four steps, power-in/out, under floor storage	1400012	\$7,590.00	\$7,134.00	\$7,096.00	\$7,058.00
USCFVS 1400013	Hydraulic leveling and stabilizing jacks - heavy duty	1400013	\$8,995.00	\$8,455.00	\$8,410.00	\$8,365.00
USCFVS 1400014	Hydraulic leveling and stabilizing jacks - medium duty	1400014	\$6,995.00	\$6,575.00	\$6,540.00	\$6,505.00
USCFVS 1400015	Hydraulic leveling and stabilizing jacks -light duty	1400015	\$4,995.00	\$4,695.00	\$4,670.00	\$4,645.00
USCFVS 1400016	Roof rail for mounting radio antennas w/ weatherproof access hatch to interior	1400016	\$1,200.00	\$1,128.00	\$1,122.00	\$1,116.00
USCFVS 1400017	Roof rail, additional, for mounting antennas, eight foot section	1400017	\$460.00	\$432.00	\$430.00	\$427.00
USCFVS 1400018	Second right side entrance door	1400018	\$4,495.00	\$4,225.00	\$4,202.00	\$4,180.00
USCFVS 1400019	Roll up door	1400019	\$1,840.00	\$1,729.00	\$1,720.00	\$1,711.00
USCFVS 1400020	Exterior shelf, aluminum, powder coated white, with fold down sides and detachable white board	1400020	\$900.00	\$846.00	\$841.00	\$837.00
USCFVS 1400021	Exterior sign frame, 69" x 19", powder coated white	1400021	\$151.00	\$141.00	\$141.00	\$140.00
USCFVS 1400022	Trailer hitch and wiring, heavy duty	1400022	\$3,250.00	\$3,055.00	\$3,038.00	\$3,022.00
USCFVS 1400023	Trailer hitch and wiring, light duty	1400023	\$1,500.00	\$1,410.00	\$1,402.00	\$1,395.00
USCFVS 1400024	5-20 pneumatic telescoping mast	1400024	\$11,505.00	\$10,814.00	\$10,757.00	\$10,699.00
USCFVS 1400025	7-42 pneumatic telescoping mast	1400025	\$18,400.00	\$17,296.00	\$17,204.00	\$17,112.00
USCFVS 1400026	7-56 pneumatic telescoping mast	1400026	\$23,800.00	\$22,372.00	\$22,253.00	\$22,134.00
USCFVS 1400027	Hurry-Up telescoping mast	1400027	\$1,950.00	\$1,833.00	\$1,823.00	\$1,813.00
USCFVS 1400028	D-Tec II mast sensor system	1400028	\$3,995.00	\$3,755.00	\$3,735.00	\$3,715.00
USCFVS 1400029	Weather Station, Capricorn 2000 by Columbia Weather Systems w/ software & LCD monitor	1400029	\$4,180.00	\$3,929.00	\$3,908.00	\$3,887.00
USCFVS 1400030	Orion All-In One Weather Station w/display	1400030	\$5,995.00	\$5,635.00	\$5,605.00	\$5,575.00
USCFVS 1400031	Paint exterior below belt rail custom color, non-metalic	1400031	\$4,900.00	\$4,606.00	\$4,581.00	\$4,557.00
USCFVS 1400032	Full Body Paint (per foot)	1400032	\$418.00	\$392.00	\$390.00	\$388.00
USCFVS 1400033	Glen Denning shoreline reel, 50 amp service	1400033	\$3,582.00	\$3,367.00	\$3,349.00	\$3,331.00
USCFVS 1400034	Docking lights: left, right, rear	1400034	\$550.00	\$517.00	\$514.00	\$511.00
USCFVS 1400035	Through roof generator exhaust	1400035	\$5,800.00	\$5,452.00	\$5,423.00	\$5,394.00
USCFVS 1400036	Genturi generator exhaust extension	1400036	\$375.00	\$352.00	\$350.00	\$348.00
USCFVS 1400037	Exterior steps custom aluminum, adjustable, three step	1400037	\$1,900.00	\$1,786.00	\$1,776.00	\$1,767.00
USCFVS 1400038	Exterior steps custom aluminum, adjustable, five step with handrail	1400038	\$4,400.00	\$4,136.00	\$4,114.00	\$4,092.00
USCFVS 1400039	Exterior steps custom aluminum, adjustable, five step with platform and handrails	1400039	\$6,500.00	\$6,110.00	\$6,077.00	\$6,045.00
USCFVS 1400040	Custom " Yacht " Step package	1400040	\$9,680.00	\$9,099.00	\$9,050.00	\$9,002.00
USCFVS 1400041	Braun electric / hydraulic power step	1400041	\$4,760.00	\$4,474.00	\$4,450.00	\$4,426.00
USCFVS 1400042	Add one foot of body length including finishes	1400042	\$1,050.00	\$987.00	\$981.00	\$976.00
USCFVS 1400043	Farber Custom Body Upgrade to .125 smooth aluminum skin and 3" aluminum frame tubing (per body foot)	1400043	\$1,860.00	\$1,748.00	\$1,739.00	\$1,729.00
USCFVS 1400044	Tread Plate Aluminum Roof (Per foot)	1400044	\$192.00	\$180.00	\$179.00	\$178.00
USCFVS 1400045	Exterior Storage Compartment up to 3 ft	1400045	\$1,880.00	\$1,767.00	\$1,757.00	\$1,748.00
USCFVS 1400046	Exterior Storage Compartment up to 6 ft.	1400046	\$2,680.00	\$2,519.00	\$2,505.00	\$2,492.00
USCFVS 1400047	Exterior Storage Compartment up to 9 ft.	1400047	\$3,480.00	\$3,271.00	\$3,253.00	\$3,236.00
SLIDE-OUT ROOMS						
USCFVS 1500001	Custom Flat Floor slide out room up to 8'	1500001	\$22,500.00	\$21,150.00	\$21,037.00	\$20,925.00
USCFVS 1500002	Custom Flat Floor slide out room up to 16'	1500002	\$26,500.00	\$24,910.00	\$24,777.00	\$24,645.00
USCFVS 1500003	Custom Flat Floor slide out room up to 24'	1500003	\$32,500.00	\$30,550.00	\$30,387.00	\$30,225.00
USCFVS 1500004	Custom Raised Floor slide out room up to 8'	1500004	\$21,500.00	\$20,210.00	\$20,102.00	\$19,995.00
USCFVS 1500005	Custom Raised Floor slide out room up to 16'	1500005	\$25,500.00	\$23,970.00	\$23,842.00	\$23,715.00
USCFVS 1500006	Custom Raised Floor slide out room up to 24'	1500006	\$31,500.00	\$29,610.00	\$29,452.00	\$29,295.00
RETROFIT OPTIONS						
USCFVS 1600001	Transport of customer supplied vehicle, per mile	1600001	\$3.00	\$2.00	\$2.00	\$2.00
USCFVS 1600002	Engineering Time (per hour)	1600002	\$95.00	\$89.00	\$88.00	\$88.00
USCFVS 1600003	Remove interior on customer supplied vehicle, per foot of interior floor length	1600003	\$500.00	\$470.00	\$467.00	\$465.00

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US COMMUNITIES PRICE SHEET

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PART NUMBER	FARBER SPECIALTY VEHICLES VEHICLE MODELS AND OPTIONS Vehicles & Options <small>OMNIA PARTNERS Contract #128857</small>	Model	Commercial Price	1 Unit	2 Units	3 Units
				Discount 6.00%	Discount 6.50%	Discount 7.00%
USCFVS 1600004	Design and install custom overhead cabinets, counters, flooring, ceiling, per foot	1600004	\$5,000.00	\$4,700.00	\$4,675.00	\$4,650.00
USCFVS 1600005	Basic electrical, power panel, conduit, receptacles, interior lighting, heaters, HVAC connections	1600005	\$30,000.00	\$28,200.00	\$28,050.00	\$27,900.00
USCFVS 1600006	Basic plumbing, sink, holding tank, water tank, monitor panel	1600006	\$9,800.00	\$9,212.00	\$9,163.00	\$9,114.00
USCFVS 1600007	Hourly rate for custom modifications	1600007	\$132.00	\$124.00	\$123.00	\$122.00
USCFVS 1600008	12V Battery	1600008	\$221.00	\$207.00	\$206.00	\$205.00
GREEN TECHNOLOGY OPTIONS						
USCFVS 1700001	400 watt solar charger kit	1700001	\$5,860.00	\$5,508.00	\$5,479.00	\$5,449.00
USCFVS 1700002	800 watt solar charger kit	1700002	\$7,860.00	\$7,388.00	\$7,349.00	\$7,309.00
USCFVS 1700003	1500 watt solar charger kit	1700003	\$9,860.00	\$9,268.00	\$9,219.00	\$9,169.00
USCFVS 1700004	3000 watt solar charger kit	1700004	\$15,800.00	\$14,852.00	\$14,773.00	\$14,694.00
USCFVS 1700005	1000 watt solar charger kit	1700005	\$9,480.00	\$8,911.00	\$8,863.00	\$8,816.00
USCFVS 1700006	400w wind generator	1700006	\$2,600.00	\$2,444.00	\$2,431.00	\$2,418.00
AUDIO/VIDEO OPTIONS						
USCFVS 1800001	19" LCD monitor, exterior view w/ weather-proof door	1800001	\$2,845.00	\$2,674.00	\$2,660.00	\$2,645.00
USCFVS 1800002	40" LCD monitor, exterior view w/ weather-proof door	1800002	\$5,895.00	\$5,541.00	\$5,511.00	\$5,482.00
USCFVS 1800003	60" LCD monitor, exterior view w/ weather-proof door	1800003	\$10,995.00	\$10,335.00	\$10,280.00	\$10,225.00
USCFVS 1800004	SMART board 40" LCD monitor	1800004	\$9,670.00	\$9,089.00	\$9,041.00	\$8,993.00
USCFVS 1800005	SMART board 60" LCD monitor	1800005	\$11,684.00	\$10,982.00	\$10,924.00	\$10,866.00
USCFVS 1800006	TV antenna, roof mounted w/ booster	1800006	\$150.00	\$141.00	\$140.00	\$139.00
USCFVS 1800007	KVH in motion, satellite television system, monthly service fee required (A9)	1800007	\$4,600.00	\$4,324.00	\$4,301.00	\$4,278.00
USCFVS 1800008	KVH in motion, satellite television system, monthly service fee required (R1)	1800008	\$2,680.00	\$2,519.00	\$2,505.00	\$2,492.00
USCFVS 1800009	Satellite TV receiver	1800009	\$183.00	\$172.00	\$171.00	\$170.00
USCFVS 1800010	Custom Cable - 50ft length	1800010	\$304.00	\$285.00	\$284.00	\$282.00
USCFVS 1800011	HDMI Cable with extender	1800011	\$840.00	\$789.00	\$785.00	\$781.00
USCFVS 1800012	DVR Time lapse w/ time/date generator	1800012	\$725.00	\$681.00	\$677.00	\$674.00
USCFVS 1800013	DVR, 16 channel, DVR burner	1800013	\$2,294.03	\$2,156.00	\$2,144.00	\$2,133.00
USCFVS 1800014	GPS with AM/FM/CD, back up camera, built in dash	1800014	\$2,220.00	\$2,086.00	\$2,075.00	\$2,064.00
USCFVS 1800015	GPS with AM/FM/CD, back up camera, built in dash, motorized	1800015	\$3,150.00	\$2,961.00	\$2,945.00	\$2,929.00
USCFVS 1800016	GPS, vehicle installed	1800016	\$1,650.00	\$1,551.00	\$1,542.00	\$1,534.00
USCFVS 1800017	Back-up camera system, 7" LCD color monitor	1800017	\$1,250.00	\$1,175.00	\$1,168.00	\$1,162.00
USCFVS 1800018	Camera, Seon SA-21D series, day/night exterior	1800018	\$864.00	\$812.00	\$807.00	\$803.00
USCFVS 1800019	Camera, Seon SD-12N series, lexan dome, interior	1800019	\$943.00	\$886.00	\$881.00	\$876.00
USCFVS 1800020	Extron video matrix switch w/touch pads and wiring installed (Per (1) input and (1) output)	1800020	\$1,380.00	\$1,297.00	\$1,290.00	\$1,283.00
USCFVS 1800021	Extron video matrix switch 16 x 16 w/touch pads and wiring installed	1800021	\$18,000.00	\$16,920.00	\$16,830.00	\$16,740.00
USCFVS 1800022	Matrix switch, 24x12, audio/video	1800022	\$8,849.00	\$8,318.00	\$8,273.00	\$8,229.00
USCFVS 1800023	16 x 16 matrix switch w/wiring installed	1800023	\$9,500.00	\$8,930.00	\$8,882.00	\$8,835.00
USCFVS 1800024	8 x 8 matrix switch w/wiring installed	1800024	\$6,500.00	\$6,110.00	\$6,077.00	\$6,045.00
USCFVS 1800025	4 X 4 matrix switch w/wiring installed	1800025	\$1,800.00	\$1,692.00	\$1,683.00	\$1,674.00
USCFVS 1800026	Peavey audio amplifier system w/ mixer and front and rear wall mounted speakers	1800026	\$1,450.00	\$1,363.00	\$1,355.00	\$1,348.00
USCFVS 1800027	Rear speakers from cab AM/FM/CD, one pair	1800027	\$375.00	\$352.00	\$350.00	\$348.00
USCFVS 1800028	UHF wireless microphone system, w/12 hour battery life, 100 meter range	1800028	\$680.00	\$639.00	\$635.00	\$632.00
USCFVS 1800029	Digital processing camera, IOP, pan/tilt, controller, environmental enclosure	1800029	\$5,450.00	\$5,123.00	\$5,095.00	\$5,068.00
USCFVS 1800030	Color day/night camera, NEMA TS-2 approved, 35x lens, pan/tilt controller, environmental enclosure	1800030	\$6,550.00	\$6,157.00	\$6,124.00	\$6,091.00
USCFVS 1800031	Digital color/near infrared camera, pan/tilt controller, environmental enclosure, 5.5" monitor	1800031	\$10,350.00	\$9,729.00	\$9,677.00	\$9,625.00
USCFVS 1800032	Dual camera system, DSP color day/night w/ 35x lens - Thermal w/ 50mm lens, pan/tilt controller	1800032	\$29,450.00	\$27,683.00	\$27,535.00	\$27,388.00
USCFVS 1800033	NightScan 1800 with camera	1800033	\$21,352.00	\$20,070.00	\$19,964.00	\$19,857.00
USCFVS 1800034	NightScan 3600 with camera	1800034	\$22,354.00	\$21,012.00	\$20,900.00	\$20,789.00
USCFVS 1800035	NightScan 5400 with camera	1800035	\$23,355.00	\$21,953.00	\$21,836.00	\$21,720.00
USCFVS 1800036	360 AirCam monitoring system	1800036	\$5,840.00	\$5,489.00	\$5,460.00	\$5,431.00
USCFVS 1800037	Commercial LCD monitor w/ TV tuner up to 22" with mount	1800037	\$580.00	\$545.00	\$542.00	\$539.00
USCFVS 1800038	Commercial LCD monitor w/ TV tuner up to 34" with mount	1800038	\$780.00	\$733.00	\$729.00	\$725.00
USCFVS 1800039	Commercial LCD monitor w/ TV tuner up to 40" with mount	1800039	\$2,320.00	\$2,180.00	\$2,169.00	\$2,157.00
USCFVS 1800040	Commercial LCD monitor w/ TV tuner up to 55" with mount	1800040	\$3,880.00	\$3,647.00	\$3,627.00	\$3,608.00
USCFVS 1800041	Commercial LCD monitor w/ TV tuner up to 65" with mount	1800041	\$4,980.00	\$4,681.00	\$4,656.00	\$4,631.00

PART NUMBER	FARBER SPECIALTY VEHICLES VEHICLE MODELS AND OPTIONS Vehicles & Options <small>OMNIA PARTNERS Contract #128867</small>	Model	Commercial Price	1 Unit	2 Units	3 Units
				Discount 6.00%	Discount 6.50%	Discount 7.00%
USCFSV 1800042	Commercial LCD monitor w/ TV tuner up to 75" with mount	1800042	\$6,540.00	\$6,147.00	\$6,114.00	\$6,082.00
USCFSV 1800043	Commercial LCD monitor w/ TV tuner up to 82" with mount	1800043	\$8,890.00	\$8,356.00	\$8,312.00	\$8,267.00
USCFSV 1800044	Apple TV	1800044	\$169.00	\$158.00	\$158.00	\$157.00
USCFSV 1800045	Apple Ipad	1800045	\$849.00	\$798.00	\$793.00	\$789.00
COMPUTER						
USCFSV 1900001	Dell computer w/ 17" Dell flat screen, counter or wall mounted, service contract, each	1900001	\$1,895.00	\$1,781.00	\$1,771.00	\$1,762.00
USCFSV 1900002	Dell PowerEdge server, model PE400SC, Pentium 4 processor 3.2 GHz	1900002	\$2,035.00	\$1,912.00	\$1,902.00	\$1,892.00
USCFSV 1900003	Panasonic Toughbook CF30, 1.66GHz Duo Processor, 1GB RAM, 80GB hard drive	1900003	\$4,950.00	\$4,653.00	\$4,628.00	\$4,603.00
2-WAY RADIO & PHONE COMMUNICATIONS						
USCFSV 2000001	JPS audio interface system, w/ six interface modules	2000001	\$23,500.00	\$22,090.00	\$21,972.00	\$21,855.00
USCFSV 2000002	JPS extended rear back panel	2000002	\$3,500.00	\$3,290.00	\$3,272.00	\$3,255.00
USCFSV 2000003	JPS headset, each	2000003	\$800.00	\$752.00	\$748.00	\$744.00
USCFSV 2000004	David Clark headsets, w/ belt station push to talk switch, single muff headset, each	2000004	\$495.00	\$465.00	\$462.00	\$460.00
USCFSV 2000005	Panasonic KX-TA824 3 line phone system w/three (3) KX-T7730 phones	2000005	\$1,950.00	\$1,833.00	\$1,823.00	\$1,813.00
USCFSV 2000006	Panasonic KX-TA824 6 line phone system w/ six (6) KX-T7730 phones	2000006	\$3,350.00	\$3,149.00	\$3,132.00	\$3,115.00
USCFSV 2000007	Tellular cellular interface w/ hard line phone system, each	2000007	\$895.00	\$841.00	\$836.00	\$832.00
USCFSV 2000008	Satellite phone, Iridium model 9520, each	2000008	\$2,950.00	\$2,773.00	\$2,758.00	\$2,743.00
USCFSV 2000009	Motorola radio, XTS55000, VHF	2000009	\$9,467.31	\$8,899.00	\$8,851.00	\$8,804.00
USCFSV 2000010	IP phone, Avaya 4621SW	2000010	\$545.00	\$512.00	\$509.00	\$506.00
USCFSV 2000011	Mast antenna plate, aluminum triangular	2000011	\$545.00	\$512.00	\$509.00	\$506.00
SATELLITE & CONNECTIVITY						
USCFSV 2100001	Satellite dish w/ 2-way internet access, 1 meter dish, monthly service fee required	2100001	\$25,600.00	\$24,064.00	\$23,936.00	\$23,808.00
USCFSV 2100002	Tracstar series, 1 meter satellite dish, monthly service fee required.	2100002	\$22,400.00	\$21,056.00	\$20,944.00	\$20,832.00
USCFSV 2100003	Tracstar portable satellite system, .75 meter dish, buc, LNB, modem, monthly service fee required	2100003	\$23,641.00	\$22,222.00	\$22,104.00	\$21,986.00
USCFSV 2100004	Tracstar portable satellite system, 1.2 meter, two piece, buc, LNB, modem, monthly service fee required	2100004	\$40,770.00	\$38,323.00	\$38,119.00	\$37,916.00
USCFSV 2100005	Tracstar portable satellite system, 1.2 meter, four piece, buc, LNB, modem, monthly service fee required	2100005	\$59,170.00	\$55,619.00	\$55,323.00	\$55,028.00
USCFSV 2100006	Satellite dish to 1.2 meter, auto deploy, 1RU, Codan 8W BUC, extended KU band	2100006	\$36,662.50	\$34,462.00	\$34,279.00	\$34,096.00
USCFSV 2100007	BGAN tactical kit: custom pelican case, telephone handset, extra battery, all accessories	2100007	\$4,900.00	\$4,606.00	\$4,581.00	\$4,557.00
USCFSV 2100008	BGAN tactical kit: custom pelican case, telephone handset, extra battery, all accessories	2100008	\$4,475.00	\$4,206.00	\$4,184.00	\$4,161.00
USCFSV 2100009	Hughes 9350 Mobile BGAN System: COTM up to 492kbps IP connection, 256kbps streaming, phone/fax	2100009	\$19,750.00	\$18,565.00	\$18,466.00	\$18,367.00
USCFSV 2100010	Spread-spectrum Mobile 2000 (COTM) VSAT: up to 2Mbps IP connection, video, 2-way radio, phone & fax	2100010	\$144,999.00	\$136,299.00	\$135,574.00	\$134,849.00
USCFSV 2100011	Vehicular Auto-deploy 4500 (SOTH) VSAT: 1.2m dish - up to 4.5Mbps IP uplink, full mesh	2100011	\$35,899.00	\$33,745.00	\$33,565.00	\$33,386.00
USCFSV 2100012	AVL Vehicular Auto-deploy 4500 (SOTH) VSAT: 1.2m dish - up to 4.5Mbps IP uplink, full mesh	2100012	\$49,130.00	\$46,182.00	\$45,936.00	\$45,690.00
USCFSV 2100013	AVL Fly-drive Auto-deploy 4500 VSAT: 1.2m 4 pc carbon fiber dish, 4 air ship pieces, 4.5Mbps mesh IP uplink	2100013	\$79,999.00	\$75,199.00	\$74,799.00	\$74,399.00
USCFSV 2100014	Defi 4500 Fixed VSAT System: 1.2m 200 MPH wind rated antenna - up to 4.5Mbps IP uplink, full mesh	2100014	\$36,999.00	\$34,779.00	\$34,594.00	\$34,409.00
USCFSV 2100015	Anti-ice upgrade for Defi 3000 & 4500 Antennas - must be part of original equipment order - no field upgrades	2100015	\$984.00	\$924.00	\$920.00	\$915.00
USCFSV 2100016	Quantum AXM800 - FXS/FXO eight channel VoIP multipath switch	2100016	\$2,985.00	\$2,805.00	\$2,790.00	\$2,776.00
USCFSV 2100017	Quantum ASG200 - two port FXS only VoIP box for T-38 FoIP or G.729 VoIP	2100017	\$1,473.00	\$1,384.00	\$1,377.00	\$1,369.00
USCFSV 2100018	Cisco Rack Switch	2100018	\$14,200.00	\$13,348.00	\$13,277.00	\$13,206.00
USCFSV 2100019	Cisco Phone Switch	2100019	\$7,711.00	\$7,248.00	\$7,209.00	\$7,171.00
USCFSV 2100020	Cisco IP Phone	2100020	\$389.00	\$365.00	\$363.00	\$361.00
USCFSV 2100021	Radio over IP system user license (requires further subscription service - see below)	2100021	\$375.00	\$352.00	\$350.00	\$348.00
USCFSV 2100022	Install customer supplied radios and equipment per hour	2100022	\$125.00	\$117.00	\$116.00	\$116.00
USCFSV 2100023	Connectivity Package Level I BRONZE - router, bonding 2 carriers, 2 roof mounted antennas	2100023	\$8,612.00	\$8,095.00	\$8,052.00	\$8,009.00
USCFSV 2100024	Connectivity Package Level II SILVER - router, bonding 2-4 carriers, 4 roof mounted antennas	2100024	\$9,852.00	\$9,260.00	\$9,211.00	\$9,162.00
USCFSV 2100025	Connectivity Package Level I GOLD - Equipment and high speed internet for sending large files through VPN	2100025	\$18,640.00	\$17,521.00	\$17,428.00	\$17,335.00
USCFSV 2100026	BC - 100 Package with 1200 CM Fixed Antenna	2100026	\$6,270.00	\$5,893.00	\$5,862.00	\$5,831.00
USCFSV 2100027	BC - 300 Package with 1200 CM Fixed Antenna	2100027	\$7,920.00	\$7,444.00	\$7,405.00	\$7,365.00
USCFSV 2100028	BC - 500 Package with 1200 CM Fixed Antenna	2100028	\$9,102.00	\$8,555.00	\$8,510.00	\$8,464.00
USCFSV 2100029	BC - 600 Package with 1200 CM Fixed Antenna	2100029	\$12,650.00	\$11,891.00	\$11,827.00	\$11,764.00
USCFSV 2100030	MR - 100 Mobile Responder with Auto Acquire, Buc, LNB,	2100030	\$26,322.00	\$24,742.00	\$24,611.00	\$24,479.00
USCFSV 2100031	MR - 100 Electronics	2100031	\$3,400.00	\$3,196.00	\$3,179.00	\$3,162.00
USCFSV 2100032	MR - 120 Mobile Responder Antenna, WIFI, Package	2100032	\$35,148.00	\$33,039.00	\$32,863.00	\$32,687.00
USCFSV 2100033	MR - 300 Mobile Responder Antenna, WIFI, Package	2100033	\$28,652.00	\$26,932.00	\$26,789.00	\$26,646.00
USCFSV 2100034	MR - 500 Mobile Responder Antenna, WIFI, Package	2100034	\$31,668.00	\$29,767.00	\$29,609.00	\$29,451.00
USCFSV 2100035	MR - 526 Mobile Responder Antenna, WIFI, Package	2100035	\$40,137.00	\$37,728.00	\$37,528.00	\$37,327.00
USCFSV 2100036	MR - 600 Mobile Responder Antenna, WIFI, Package	2100036	\$42,137.00	\$39,608.00	\$39,398.00	\$39,187.00

PART NUMBER	FARBER SPECIALTY VEHICLES VEHICLE MODELS AND OPTIONS Vehicles & Options <small>OMNIA PARTNERS Contract #128867</small>	Model	Commercial Price	1 Unit	2 Units	3 Units
				Discount 6.00%	Discount 6.50%	Discount 7.00%
USCFVS 2100037	MR - Vehicle Roof Kit (only)	2100037	\$24,750.00	\$23,265.00	\$23,141.00	\$23,017.00
USCFVS 2100038	pCom-XL Standard	2100038	\$148,720.00	\$139,796.00	\$139,053.00	\$138,309.00
USCFVS 2100039	pCom-XL Standard 12kW	2100039	\$151,470.00	\$142,381.00	\$141,624.00	\$140,867.00
USCFVS 2100040	pCom-XL Standard 20kW	2100040	\$153,120.00	\$143,932.00	\$143,167.00	\$142,401.00
USCFVS 2100041	pCom-XL-Lite 9kW	2100041	\$118,470.00	\$111,361.00	\$110,769.00	\$110,177.00
USCFVS 2100042	pCom-XL-Lite 12kW	2100042	\$121,220.00	\$113,946.00	\$113,340.00	\$112,734.00
USCFVS 2100043	pCom-XL-Lite 20kW	2100043	\$122,870.00	\$115,497.00	\$114,883.00	\$114,269.00
USCFVS 2100044	pCom - Mast Radio Kit (standard Option)	2100044	\$6,264.00	\$5,888.00	\$5,856.00	\$5,825.00
USCFVS 2100045	pCom Second Mast - 22'	2100045	\$8,120.00	\$7,632.00	\$7,592.00	\$7,551.00
USCFVS 2100046	Mast - 50' upgrade	2100046	\$8,004.00	\$7,523.00	\$7,483.00	\$7,443.00
USCFVS 2100047	Mast - 58' upgrade	2100047	\$13,688.00	\$12,866.00	\$12,798.00	\$12,729.00
USCFVS 2100048	Mast - Nycoil	2100048	\$4,872.00	\$4,579.00	\$4,555.00	\$4,530.00
USCFVS 2100049	pCom - Side Antenna mounts	2100049	\$672.00	\$631.00	\$628.00	\$624.00
SATELLITE SERVICES - NETWORK ACCESS & SYSTEM MAINTENANCE						
USCFVS 2200001	Shared satellite service; 12 months, 1Mb download speed, 1Mb upload speed	2200001	\$511.00	\$480.00	\$477.00	\$475.00
USCFVS 2200002	Enhanced BGAN Service - Hosted IP, U.S. termination - Govt. tariff applies for data and voice use	2200002	\$630.00	\$592.00	\$589.00	\$585.00
USCFVS 2200003	NA COTM Spread Spectrum VSAT Network - 128x512kbps - includes 1 US DID phone line	2200003	\$29,300.00	\$27,542.00	\$27,395.00	\$27,249.00
USCFVS 2200004	NA Networks Fixed/Mobile VSAT - 128x512kbps CIR Level 1 access - includes 1US DID phone line	2200004	\$4,120.00	\$3,872.00	\$3,852.00	\$3,831.00
USCFVS 2200005	NA Networks VSAT - 128x512kbps + 1.5x1.5Mbps CIR (24 day) Level 2 access - with 1 US DID line	2200005	\$12,260.00	\$11,524.00	\$11,463.00	\$11,401.00
USCFVS 2200006	NA Networks VSAT - Level 3 - 24x7 access for 2-way radio and video surveillance (150x150kbps CIR)	2200006	\$18,500.00	\$17,390.00	\$17,297.00	\$17,205.00
USCFVS 2200007	NA Networks VSAT - Level 3 - 24x7 access for 2-way radio and video surveillance (512x512kbps CIR)	2200007	\$72,000.00	\$67,680.00	\$67,320.00	\$66,960.00
USCFVS 2200008	NA Networks VSAT - Level 1 supplemental bandwidth day rate charge - 1x1Mbps	2200008	\$625.00	\$587.00	\$584.00	\$581.00
USCFVS 2200009	NA Networks VSAT - Level 1 supplemental bandwidth day rate charge - 1.5x1.5Mbps	2200009	\$900.00	\$846.00	\$841.00	\$837.00
USCFVS 2200010	NA Networks VSAT - Level 2 & 3 discounted supplemental bandwidth day rate charge - 1x1Mbps	2200010	\$525.00	\$493.00	\$490.00	\$488.00
USCFVS 2200011	NA Networks VSAT - Level 2 & 3 discounted supplemental bandwidth day rate charge - 1.5x1.5Mbps	2200011	\$750.00	\$705.00	\$701.00	\$697.00
USCFVS 2200012	Voice & Fax Telephone Circuits - North American DID numbers terminating into the US PSTN	2200012	\$630.20	\$592.00	\$589.00	\$586.00
USCFVS 2200013	Radio over IP Network Channel Charge (annual - per network)	2200013	\$390.00	\$366.00	\$364.00	\$362.00
TELEMEDICINE						
USCFVS 2300001	Tandberg Intern MXP Base Cart - ISDN and IP	2300001	\$10,792.00	\$10,144.00	\$10,090.00	\$10,036.00
USCFVS 2300002	Tandberg Edge 95 MXP	2300002	\$7,344.00	\$6,903.00	\$6,866.00	\$6,829.00
USCFVS 2300003	Tandberg Edge 95 MXP multisite (MS) option (requires NPP)	2300003	\$1,975.00	\$1,856.00	\$1,846.00	\$1,836.00
USCFVS 2300004	Tandberg Edge 95 MXP natural presenter package	2300004	\$1,250.00	\$1,175.00	\$1,168.00	\$1,162.00
USCFVS 2300005	VSGi 5 Star maintenance 3 year Tandberg Edge 95	2300005	\$3,708.00	\$3,485.00	\$3,466.00	\$3,448.00
USCFVS 2300006	AMD Telemedicine #2500- general exam camera	2300006	\$5,490.00	\$5,160.00	\$5,133.00	\$5,105.00
USCFVS 2300007	AMD Telemedicine #2525- tripod for AMD-2500 general exam camera	2300007	\$65.00	\$61.00	\$60.00	\$60.00
USCFVS 2300008	AMD Telemedicine #400s- camera & illumination system, required to operate 2015,2020,2030	2300008	\$6,800.00	\$6,392.00	\$6,358.00	\$6,324.00
USCFVS 2300009	AMD Telemedicine #2015- ENT scope (ear, nose & throat scope)	2300009	\$2,800.00	\$2,632.00	\$2,618.00	\$2,604.00
USCFVS 2300010	AMD Telemedicine #2015PB- pneumatic bulb for AMD-2015	2300010	\$9.00	\$8.00	\$8.00	\$8.00
USCFVS 2300011	AMD Telemedicine #2020- ophthalmoscope	2300011	\$2,850.00	\$2,679.00	\$2,664.00	\$2,650.00
USCFVS 2300012	AMD Telemedicine #2020B- ophthalmoscope rechargeable battery	2300012	\$148.00	\$139.00	\$138.00	\$137.00
USCFVS 2300013	AMD Telemedicine #2030- dermoscope	2300013	\$1,300.00	\$1,222.00	\$1,215.00	\$1,209.00
USCFVS 2300014	AMD Telemedicine #2450 - 30mm coupler, required to operate 400s	2300014	\$850.00	\$799.00	\$794.00	\$790.00
USCFVS 2300015	AMD Telemedicine #3550- SmartSteth digital electronic stethoscope	2300015	\$2,995.00	\$2,815.00	\$2,800.00	\$2,785.00
USCFVS 2300016	AMD Telemedicine #3875 - 12 lead interpretive ECG for PC	2300016	\$3,990.00	\$3,750.00	\$3,730.00	\$3,710.00
USCFVS 2300017	AMD Telemedicine #3880- resting tab electrodes for ECG (AMD-3875)	2300017	\$81.00	\$76.00	\$75.00	\$75.00
USCFVS 2300018	AMD Telemedicine #3920- digital spirometer	2300018	\$1,739.00	\$1,634.00	\$1,625.00	\$1,617.00
USCFVS 2300019	AMD Telemedicine #3921- calibration syringe for AMD-3920	2300019	\$393.00	\$369.00	\$367.00	\$365.00
USCFVS 2300020	AMD Telemedicine #5500- SmartProbe ultrasound system w/Laptop computer	2300020	\$22,000.00	\$20,680.00	\$20,570.00	\$20,460.00
ELECTRONICS						
USCFVS 2400001	24-port switch & CAT 6 patch panel	2400001	\$650.00	\$611.00	\$607.00	\$604.00
USCFVS 2400002	Cisco #2960, network switch	2400002	\$1,147.00	\$1,078.00	\$1,072.00	\$1,066.00
USCFVS 2400003	CAT 6 network with printer/fax/scanner	2400003	\$6,500.00	\$6,110.00	\$6,077.00	\$6,045.00
USCFVS 2400004	Electronic copy board, w/ PC interface, wall mounted; includes fax/copier/printer	2400004	\$3,195.00	\$3,003.00	\$2,987.00	\$2,971.00
USCFVS 2400005	Monitor mount, swivel base	2400005	\$185.00	\$173.00	\$172.00	\$172.00
USCFVS 2400006	Equipment rack with, casters, Lexan door, power fan, approx. 19 x 64	2400006	\$1,200.00	\$1,128.00	\$1,122.00	\$1,116.00
USCFVS 2400007	Color ink jet fax, copier, printer	2400007	\$750.00	\$705.00	\$701.00	\$697.00
USCFVS 2400008	Laser printer, Brother HL 5140, counter mounted, network ready	2400008	\$350.00	\$329.00	\$327.00	\$325.00

PART NUMBER	FARBER SPECIALTY VEHICLES VEHICLE MODELS AND OPTIONS Vehicles & Options <small>OMNIA PARTNERS Contract #128857</small>	Model	Commercial Price	1 Unit	2 Units	3 Units
				Discount 6.00%	Discount 6.50%	Discount 7.00%
USCFVS 2400009	Wireless router	2400009	\$1,180.00	\$1,109.00	\$1,103.00	\$1,097.00
APPLIANCES						
USCFVS 2500001	Microwave oven, cabinet mounted	2500001	\$400.00	\$376.00	\$374.00	\$372.00
USCFVS 2500002	Refrigerator, AC/DC, compressor operated	2500002	\$950.00	\$893.00	\$888.00	\$883.00
USCFVS 2500003	1.2 cubic foot refrigerator, AC/DC, compressor operated	2500003	\$550.00	\$517.00	\$514.00	\$511.00
USCFVS 2500004	Under counter refrigerator, AC/DC, compressor operated	2500004	\$925.00	\$869.00	\$864.00	\$860.00
USCFVS 2500005	Under counter refrigerator with freezer, AC/DC, compressor operated.	2500005	\$1,200.00	\$1,128.00	\$1,122.00	\$1,116.00
USCFVS 2500006	Water cooler with cold and hot water, 5 gallon bottle	2500006	\$900.00	\$846.00	\$841.00	\$837.00
USCFVS 2500007	Coffee maker	2500007	\$105.00	\$98.00	\$98.00	\$97.00
USCFVS 2500008	Extended life ice chest	2500008	\$680.00	\$639.00	\$635.00	\$632.00
USCFVS 2500009	Electric extended life ice chest	2500009	\$890.00	\$836.00	\$832.00	\$827.00
USCFVS 2500010	Commercial coffee maker	2500010	\$680.00	\$639.00	\$635.00	\$632.00
H.V.A.C.						
USCFVS 2600001	13,000 BTU/hr direct discharge, diesel fired furnace, 12V DC powered	2600001	\$3,200.00	\$3,008.00	\$2,992.00	\$2,976.00
USCFVS 2600002	LP tank and furnace in lieu of electric forced air heat	2600002	\$2,500.00	\$2,350.00	\$2,337.00	\$2,325.00
USCFVS 2600003	Powered reversible roof vent w/ max air cover	2600003	\$650.00	\$611.00	\$607.00	\$604.00
USCFVS 2600004	Roof mounted air conditioner	2600004	\$975.00	\$916.00	\$911.00	\$906.00
USCFVS 2600005	Central AC with ducted ceiling	2600005	\$11,800.00	\$11,092.00	\$11,033.00	\$10,974.00
USCFVS 2600006	AC per ton	2600006	\$1,440.00	\$1,353.00	\$1,346.00	\$1,339.00
PLUMBING OPTIONS						
USCFVS 2700001	Inciilet electric toilet (Requires lavatory option)	2700001	\$2,580.00	\$2,425.00	\$2,412.00	\$2,399.00
USCFVS 2700002	Lavatory with marine toilet, pump, sink, holding & water tank, hot water heater, monitor panel	2700002	\$6,200.00	\$5,828.00	\$5,797.00	\$5,766.00
USCFVS 2700003	Recirculating Toilet	2700003	\$1,180.00	\$1,109.00	\$1,103.00	\$1,097.00
GENERATORS & POWER SUPPLIES						
USCFVS 2800001	4 KW air cooled gasoline generator, quiet, compartment installed, remote start.stop	2800001	\$3,480.00	\$3,271.00	\$3,253.00	\$3,236.00
USCFVS 2800002	7 KW air cooled gasoline generator, quiet, compartment installed, remote start.stop	2800002	\$6,450.00	\$6,063.00	\$6,030.00	\$5,998.00
USCFVS 2800003	12 KW water cooled gasoline generator, quiet, compartment installed, remote start.stop	2800003	\$13,160.00	\$12,370.00	\$12,304.00	\$12,238.00
USCFVS 2800004	20 KW water cooled gasoline generator, quiet, compartment installed, remote start.stop	2800004	\$15,180.00	\$14,269.00	\$14,193.00	\$14,117.00
USCFVS 2800005	Honda Portable Generator 2000 Watts	2800005	\$1,150.00	\$1,081.00	\$1,075.00	\$1,069.00
USCFVS 2800006	Honda Portable Generator 5000 Watts	2800006	\$1,859.00	\$1,747.00	\$1,738.00	\$1,728.00
USCFVS 2800007	Honda Portable Generator 7000 Watts	2800007	\$4,495.00	\$4,225.00	\$4,202.00	\$4,180.00
USCFVS 2800008	UPS, 4000 watts	2800008	\$6,400.00	\$6,016.00	\$5,984.00	\$5,952.00
USCFVS 2800009	UPS, 2000 watts, 3000VA, dual output distribution switches w/bypass	2800009	\$4,500.00	\$4,230.00	\$4,207.00	\$4,185.00
USCFVS 2800010	Portable Inverter	2800010	\$2,895.00	\$2,721.00	\$2,706.00	\$2,692.00
USCFVS 2800011	FLEX power 3KW Dual Inverter System	2800011	\$4,999.00	\$4,699.00	\$4,674.00	\$4,649.00
USCFVS 2800012	FLEX power 6KW Dual Inverter System	2800012	\$9,199.00	\$8,647.00	\$8,601.00	\$8,555.00
USCFVS 2800013	FLEX power 9KW Dual Inverter System	2800013	\$15,999.00	\$15,039.00	\$14,959.00	\$14,879.00
USCFVS 2800014	Quad 14.4 KW Flex Power Dual Inverter System	2800014	\$20,099.00	\$18,893.00	\$18,792.00	\$18,692.00
USCFVS 2800015	Inverter, up to 4000 watt, 24 volt true sign wave	2800015	\$3,116.00	\$2,929.00	\$2,913.00	\$2,897.00
USCFVS 2800016	Add air bags to gen set compartment	2800016	\$1,980.00	\$1,861.00	\$1,851.00	\$1,841.00
USCFVS 2800017	Add slide out tray to generator	2800017	\$2,380.00	\$2,237.00	\$2,225.00	\$2,213.00
USCFVS 2800018	8 KW Diesel Generator with compartment	2800018	\$12,180.00	\$11,449.00	\$11,388.00	\$11,327.00
USCFVS 2800019	12 KW Diesel Generator with compartment	2800019	\$14,180.00	\$13,329.00	\$13,258.00	\$13,187.00
USCFVS 2800020	15 KW Diesel Generator with compartment	2800020	\$19,180.00	\$18,029.00	\$17,933.00	\$17,837.00
USCFVS 2800021	20 KW Diesel Generator with compartment	2800021	\$21,180.00	\$19,909.00	\$19,803.00	\$19,697.00
USCFVS 2800022	25 KW Diesel Generator with compartment	2800022	\$23,180.00	\$21,789.00	\$21,673.00	\$21,557.00
USCFVS 2800023	30 KW Diesel Generator with compartment	2800023	\$26,180.00	\$24,609.00	\$24,478.00	\$24,347.00
USCFVS 2800024	40 KW Diesel Generator with compartment	2800024	\$29,180.00	\$27,429.00	\$27,283.00	\$27,137.00
USCFVS 2800025	50 KW Diesel Generator with compartment	2800025	\$32,180.00	\$30,249.00	\$30,088.00	\$29,927.00
USCFVS 2800026	60 KW Diesel Generator with compartment	2800026	\$36,180.00	\$34,009.00	\$33,828.00	\$33,647.00
USCFVS 2800027	80 KW Diesel Generator with compartment	2800027	\$39,180.00	\$36,829.00	\$36,633.00	\$36,437.00
USCFVS 2800028	3 KW Engine Driven Generator	2800028	\$6,780.00	\$6,373.00	\$6,339.00	\$6,305.00
USCFVS 2800029	6 KW Engine Driven Generator	2800029	\$8,180.00	\$7,689.00	\$7,648.00	\$7,607.00
USCFVS 2800030	8 KW Engine Driven Generator	2800030	\$9,240.00	\$8,685.00	\$8,639.00	\$8,593.00
LOW VOLTAGE OPTIONS						
USCFVS 2900001	Accelle security alarm system, w/ motion sensors	2900001	\$650.00	\$611.00	\$607.00	\$604.00
USCFVS 2900002	Entrance door lock, electro-magnetic w/ exterior keypad	2900002	\$1,030.00	\$968.00	\$963.00	\$957.00

PART NUMBER	FARBER SPECIALTY VEHICLES VEHICLE MODELS AND OPTIONS Vehicles & Options <small>OMNIA PARTNERS Contract #128867</small>	Model	Commercial Price	1 Unit	2 Units	3 Units
				Discount 6.00%	Discount 6.50%	Discount 7.00%
USCFSV 2900003	Digital clock, master-slave, 2.5" super bright red LED digits, each	2900003	\$425.00	\$399.00	\$397.00	\$395.00
USCFSV 2900004	Franklin Instruments clocks, 2.5" LED display, 12 or 24 hour modes	2900004	\$250.00	\$235.00	\$233.00	\$232.00
USCFSV 2900005	Ignition Interlock	2900005	\$338.00	\$317.00	\$316.00	\$314.00
USCFSV 2900006	12 Volt interior outlet	2900006	\$98.00	\$92.00	\$91.00	\$91.00
USCFSV 2900007	USB Charger outlet	2900007	\$98.00	\$92.00	\$91.00	\$91.00
INTERIOR LIGHTING						
USCFSV 3000001	Federal red/white, 18" flexible mini lights, each	3000001	\$200.00	\$188.00	\$187.00	\$186.00
USCFSV 3000002	Replace white ceiling lights with combination red / white lights, each	3000002	\$55.00	\$51.00	\$51.00	\$51.00
USCFSV 3000003	Indirect 12 volt fluorescent valance lighting	3000003	\$2,100.00	\$1,974.00	\$1,963.00	\$1,953.00
USCFSV 3000004	Indirect 12 volt halogen lighting with dimmers	3000004	\$1,650.00	\$1,551.00	\$1,542.00	\$1,534.00
USCFSV 3000005	LED ceiling light package	3000005	\$3,660.00	\$3,440.00	\$3,422.00	\$3,403.00
USCFSV 3000006	LED ceiling light with dimmer control each	3000006	\$125.00	\$117.00	\$116.00	\$116.00
EXTERIOR LIGHTING						
USCFSV 3100001	Telescoping pole, quartz halogen light, each	3100001	\$1,250.00	\$1,175.00	\$1,168.00	\$1,162.00
USCFSV 3100002	Telescoping tripod, quartz halogen lights, each	3100002	\$1,500.00	\$1,410.00	\$1,402.00	\$1,395.00
USCFSV 3100003	Will-Burt Night Scan Chief, 1500 watt light tower	3100003	\$9,500.00	\$8,930.00	\$8,882.00	\$8,835.00
USCFSV 3100004	Will-Burt Night Scan, Magnafire 5400 watt light tower	3100004	\$13,900.00	\$13,066.00	\$12,996.00	\$12,927.00
USCFSV 3100005	Scene lights, LED, each	3100005	\$460.00	\$432.00	\$430.00	\$427.00
EMERGENCY LIGHTING						
USCFSV 3200001	LED light package, 8 emergency lights & 2 scene lights	3200001	\$5,970.00	\$5,611.00	\$5,581.00	\$5,552.00
USCFSV 3200002	Light bar, LED, with customer selected colors	3200002	\$4,540.00	\$4,267.00	\$4,244.00	\$4,222.00
USCFSV 3200003	Opticom	3200003	\$1,460.00	\$1,372.00	\$1,365.00	\$1,357.00
USCFSV 3200004	Siren, w/ amplifier control center	3200004	\$975.00	\$916.00	\$911.00	\$906.00
USCFSV 3200005	Light & siren control	3200005	\$680.00	\$639.00	\$635.00	\$632.00
USCFSV 3200006	Green command strobe, mounted on roof	3200006	\$780.00	\$733.00	\$729.00	\$725.00
USCFSV 3200007	LED emergency light	3200007	\$410.00	\$385.00	\$383.00	\$381.00
USCFSV 3200008	LED scene light	3200008	\$460.00	\$432.00	\$430.00	\$427.00
USCFSV 3200009	Discrete lighting package	3200009	\$2,180.00	\$2,049.00	\$2,038.00	\$2,027.00
CUSTOM MEDICAL EQUIPMENT						
USCFSV 3300001	EXAM TABLES/STOOLS	3300001	\$15,010.00	\$14,109.00	\$14,034.00	\$13,959.00
USCFSV 3300002	Chair 641 Procedure Power Nonprogrammable Rotation Ea	3300002	\$15,633.00	\$14,695.00	\$14,616.00	\$14,538.00
USCFSV 3300003	Table Power 630 Procedure Barrier-Free Base w/ Rotation Ea	3300003	\$13,031.00	\$12,249.00	\$12,183.00	\$12,118.00
USCFSV 3300004	Table Power 630 Procedure Barrier-Free Base w/ Receptacle Ea	3300004	\$10,530.00	\$9,898.00	\$9,845.00	\$9,792.00
USCFSV 3300005	Table Power 230 Procedure Ritter Base Only Ea	3300005	\$13,744.00	\$12,919.00	\$12,850.00	\$12,781.00
USCFSV 3300006	Table Power 230 Procedure w/ Rotation	3300006	\$11,782.00	\$11,075.00	\$11,016.00	\$10,957.00
USCFSV 3300007	Table Power 625 Hi-Lo Exam Base Only 28x75x18-37" w/ Pelvic Tilt, wi-fi & Scale Ea	3300007	\$8,441.00	\$7,934.00	\$7,892.00	\$7,850.00
USCFSV 3300008	Table Power 625 Hi-Lo Base 115V 75x18-37" 650lb Capacity Ea	3300008	\$7,826.00	\$7,356.00	\$7,317.00	\$7,278.00
USCFSV 3300009	Table Power 223 Hi-Lo Exam Base w/ Pelvic Tilt & Receptacle 72x37" Ea	3300009	\$6,507.00	\$6,116.00	\$6,084.00	\$6,051.00
USCFSV 3300010	Table Power 222 Hi-Lo Exam Barrier-Free Base w/ Pelvic Tilt Ea	3300010	\$1,804.00	\$1,695.00	\$1,686.00	\$1,677.00
USCFSV 3300011	Table Exam 604 Base w/ Pelvic Tilt/Drawer Heater Ea	3300011	\$1,568.00	\$1,473.00	\$1,466.00	\$1,458.00
USCFSV 3300012	Table Exam 204 Base Table w/ Pelvic Tilt, Drawer Heater Ea	3300012	\$8,167.00	\$7,676.00	\$7,636.00	\$7,595.00
USCFSV 3300013	Brewer 6501 Access Hi-Lo Exam Tables w/Top	3300013	\$97.00	\$91.00	\$90.00	\$90.00
USCFSV 3300014	Bracket Mounting Welch-Allyn Light IV Fld Inst f/6000 Tbl Ea	3300014	\$165.00	\$155.00	\$154.00	\$153.00
USCFSV 3300015	Stool Exam Air Lift	3300015	\$300.00	\$282.00	\$280.00	\$279.00
LIGHTING						
USCFSV 3400001	GS300 Light General Exam w/ Stand Ea	3400001	\$393.00	\$369.00	\$367.00	\$365.00
USCFSV 3400002	GS3000 Light Exam w/Tbl/Wall Mnt GS300 Ea	3400002	\$803.00	\$754.00	\$750.00	\$746.00
USCFSV 3400003	GS 600 Minor Procedure Light Ea	3400003	\$957.00	\$899.00	\$894.00	\$890.00
USCFSV 3400004	Light Exam Green Series IV Gooseneck LED Wall/ Table Mount Ea	3400004	\$174.00	\$163.00	\$162.00	\$161.00
USCFSV 3400005	Bracket f/ GS Exam Light IV/ 204 Manual Table Ea	3400005	\$1,037.00	\$974.00	\$969.00	\$964.00
USCFSV 3400006	Pipe Light Exam Ritter LED Pebble Gray f/630/641/230 Power Table Ea	3400006	\$935.00	\$878.00	\$874.00	\$869.00
USCFSV 3400007	Pipe Light Exam Ritter LED Pebble Gray f/ 625/ 623/223/222 Table Ea	3400007	\$946.00	\$889.00	\$884.00	\$879.00
MEDICAL EQUIPMENT						
USCFSV 3500001	Diagnostic System Intrgr Green Series MacroView Coax Wall Ea	3500001	\$1,569.00	\$1,474.00	\$1,467.00	\$1,459.00
USCFSV 3500002	Monitor Patient Connex 6300 NIBP SureTemp+ Thermometer Ea	3500002	\$2,518.00	\$2,366.00	\$2,354.00	\$2,341.00
USCFSV 3500003	Monitor Patient Connex 6300 Masimo SureTemp+ Ea	3500003	\$4,271.00	\$4,014.00	\$3,993.00	\$3,972.00
USCFSV 3500004	Monitor Patient Spot Vital Signs LXI LF Digital Ea	3500004	\$2,119.00	\$1,991.00	\$1,981.00	\$1,970.00

PART NUMBER	FARBER SPECIALTY VEHICLES VEHICLE MODELS AND OPTIONS Vehicles & Options <small>OMNIA PARTNERS Contract #128887</small>	Model	Commercial Price	1 Unit	2 Units	3 Units
				Discount 6.00%	Discount 6.50%	Discount 7.00%
USCFSV 3500005	Monitor Patient Spot Vital Signs LXi SureBP Masimo SureTemp+ Ea	3500005	\$3,684.00	\$3,462.00	\$3,444.00	\$3,426.00
USCFSV 3500006	Monitor IQVitals w/ BP/ Alaris Turbo Temp Thermometer/ SPO2 Ea	3500006	\$3,840.00	\$3,609.00	\$3,590.00	\$3,571.00
USCFSV 3500007	ECG/EKG Unit PCR-1001 Resting 12-Lead Interpretation PC Based Ea	3500007	\$3,859.00	\$3,627.00	\$3,608.00	\$3,588.00
USCFSV 3500008	ECG/EKG Unit IQ Digital USB w/ Acq Module/ Eltrds/ Case Ea	3500008	\$4,610.00	\$4,333.00	\$4,310.00	\$4,287.00
USCFSV 3500009	Spirometer Digital IQspiro USB Version w/ Calibration Syringe Ea	3500009	\$2,804.00	\$2,635.00	\$2,621.00	\$2,607.00
USCFSV 3500010	AED Plus w/CPR-D Pad 11010 & Battery Ea	3500010	\$1,741.00	\$1,636.00	\$1,627.00	\$1,619.00
USCFSV 3500011	Defibrillator Lifepak CR Plus AED w/ Pulse Biphasic Automatic Ea	3500011	\$1,723.00	\$1,619.00	\$1,611.00	\$1,602.00
USCFSV 3500012	Stadiometer Height Rod Wall Mount/ Portable f/ Scale 24-83" Ea	3500012	\$111.00	\$104.00	\$103.00	\$103.00
USCFSV 3500013	Scale Physician Healthometer 500lb Digital Oversize BMI Black Ea	3500013	\$436.00	\$409.00	\$407.00	\$405.00
USCFSV 3500014	Scale Platform Healthometer 500Lbx0.2Lb Digital lb/ kg/ BMI Ea	3500014	\$529.00	\$497.00	\$494.00	\$491.00
USCFSV 3500015	Scale w/ Height Rod 550lb Digital lb/ kg/ BMI White Ea	3500015	\$636.00	\$597.00	\$594.00	\$591.00
USCFSV 3500016	DCA Vantage Starter Promo 2014 Ea	3500016	\$3,638.00	\$3,419.00	\$3,401.00	\$3,383.00
USCFSV 3500017	Analyzer Diabetes DCA Vantage 27.7x28.7x25.4cm Portable White Ea	3500017	\$3,638.00	\$3,419.00	\$3,401.00	\$3,383.00
USCFSV 3500018	Atinion AS100 Analyzer Multi Assay Ea	3500018	\$3,780.00	\$3,553.00	\$3,534.00	\$3,515.00
USCFSV 3500019	Analyzer Urine Clinitek Status+ Ea	3500019	\$1,082.00	\$1,017.00	\$1,011.00	\$1,006.00
USCFSV 3500020	Piccolo Xpress Analyzer Chemistry Ea	3500020	\$15,428.00	\$14,502.00	\$14,425.00	\$14,348.00
USCFSV 3500021	Analyzer Hemoglobin HB 201 Plus Hndhld Dgt Rd/Blu Ea	3500021	\$637.00	\$598.00	\$595.00	\$592.00
USCFSV 3500022	Hemosense INRatio2 Promo PT/ INR Quick Start Kit #1 Ea	3500022	\$1,815.00	\$1,706.00	\$1,697.00	\$1,687.00
X-RAYS						
USCFSV 3600001	Pro2 Nomad portable x-ray	3600001	\$8,995.00	\$8,455.00	\$8,410.00	\$8,365.00
USCFSV 3600002	Digital software for Nomad x-ray	3600002	\$15,000.00	\$14,100.00	\$14,025.00	\$13,950.00
USCFSV 3600003	Panoramic x-ray	3600003	\$40,000.00	\$37,600.00	\$37,400.00	\$37,200.00
USCFSV 3600004	Dexis x-ray sensor, Basic care 2 year	3600004	\$9,780.00	\$9,193.00	\$9,144.00	\$9,095.00
USCFSV 3600005	DTX Image full software	3600005	\$6,255.00	\$5,879.00	\$5,848.00	\$5,817.00
USCFSV 3600006	Lead apron, small	3600006	\$89.00	\$83.00	\$83.00	\$82.00
USCFSV 3600007	Lead apron, large	3600007	\$107.00	\$100.00	\$100.00	\$99.00
USCFSV 3600008	Chest x-ray with wall plates	3600008	\$175,000.00	\$164,500.00	\$163,625.00	\$162,750.00
USCFSV 3600009	Wall mount intraoral x-ray	3600009	\$5,475.00	\$5,146.00	\$5,119.00	\$5,091.00
USCFSV 3600010	Digital software for wall mounted x-ray	3600010	\$2,861.00	\$2,689.00	\$2,675.00	\$2,660.00
USCFSV 3600011	Sensor combo system for intraoral x-ray	3600011	\$19,760.00	\$18,574.00	\$18,475.00	\$18,376.00
STERILIZERS						
USCFSV 3700001	Statim 2000 sterilizer	3700001	\$5,644.00	\$5,305.00	\$5,277.00	\$5,248.00
USCFSV 3700002	Statim 5000 sterilizer	3700002	\$7,240.00	\$6,805.00	\$6,769.00	\$6,733.00
USCFSV 3700003	Ultrasonic cleaner 1-1/2 gal	3700003	\$1,950.00	\$1,833.00	\$1,823.00	\$1,813.00
USCFSV 3700004	Spectrum ultrasonic cleaner	3700004	\$500.00	\$470.00	\$467.00	\$465.00
USCFSV 3700005	Midmark M9-020 M9 autoclave sterilizer	3700005	\$5,800.00	\$5,452.00	\$5,423.00	\$5,394.00
USCFSV 3700006	Midmark M11-020 M11 autoclave sterilizer	3700006	\$7,700.00	\$7,238.00	\$7,199.00	\$7,161.00
DENTAL EQUIPMENT						
USCFSV 3800001	Midmark P5 PowerVac, single, 3 - 5 users	3800001	\$11,990.00	\$11,270.00	\$11,210.00	\$11,150.00
USCFSV 3800002	AirStar 10 compressor	3800002	\$4,967.00	\$4,668.00	\$4,644.00	\$4,619.00
USCFSV 3800003	Ramvac, Badger	3800003	\$8,100.00	\$7,614.00	\$7,573.00	\$7,533.00
USCFSV 3800004	Pro-Cart III Self Contained Unit	3800004	\$8,885.00	\$8,351.00	\$8,307.00	\$8,263.00
USCFSV 3800005	Mercury removal system	3800005	\$960.00	\$902.00	\$897.00	\$892.00
USCFSV 3800006	Vista pure water filter	3800006	\$3,200.00	\$3,008.00	\$2,992.00	\$2,976.00
USCFSV 3800007	Cavitron Select SPS scaler	3800007	\$2,300.00	\$2,162.00	\$2,150.00	\$2,139.00
USCFSV 3800008	Curing light	3800008	\$1,300.00	\$1,222.00	\$1,215.00	\$1,209.00
USCFSV 3800009	Wig-L-Bug model MSD	3800009	\$850.00	\$799.00	\$794.00	\$790.00
USCFSV 3800010	Nitrous Cart	3800010	\$3,516.00	\$3,305.00	\$3,287.00	\$3,269.00
USCFSV 3800011	Dr. Stool	3800011	\$965.00	\$907.00	\$902.00	\$897.00
USCFSV 3800012	Assistant Stool	3800012	\$1,230.00	\$1,156.00	\$1,150.00	\$1,143.00
MIDMARK CHAIR PACKAGE (Dental)						
USCFSV 3900001	MIDMARK ULTRATRIM DENTAL CHAIR WITH L/R DELIVERY BRACKET	3900001	\$9,169.00	\$8,618.00	\$8,573.00	\$8,527.00
USCFSV 3900002	PROCENTER CHAIR MOUNTED DELIVERY	3900002	\$5,211.00	\$4,898.00	\$4,872.00	\$4,846.00
USCFSV 3900003	ASSISTANTS INSTRUMENT UNIT, REAR HUB MOUNT	3900003	\$1,266.00	\$1,190.00	\$1,183.00	\$1,177.00
USCFSV 3900004	WALL-MOUNTED DENTAL LIGHT	3900004	\$2,498.00	\$2,348.00	\$2,335.00	\$2,323.00
USCFSV 3900005	CELEBRITY SELECT DOCTORS STOOL, UF UL #291-4460 PARROT	3900005	\$412.00	\$387.00	\$385.00	\$383.00
USCFSV 3900006	CELEBRITY SELECT ASSISTANTS STOOL, UL 291-4460 PARROT	3900006	\$500.00	\$470.00	\$467.00	\$465.00

PART NUMBER	FARBER SPECIALTY VEHICLES VEHICLE MODELS AND OPTIONS Vehicles & Options <small>OMNIA PARTNERS Contract #128857</small>	Model	Commercial Price	1 Unit	2 Units	3 Units
				Discount 6.00%	Discount 6.50%	Discount 7.00%
BELMONT PACKAGE (Dental)						
USCFSV 4000001	B20N X-Calibur Chair	4000001	\$7,095.00	\$6,669.00	\$6,633.00	\$6,598.00
USCFSV 4000002	Ultraleather	4000002	\$598.00	\$562.00	\$559.00	\$556.00
USCFSV 4000003	2575 X-Cal Delivery Control	4000003	\$6,070.00	\$5,705.00	\$5,675.00	\$5,645.00
USCFSV 4000004	Swing Mount Adaptor Plate	4000004	\$331.00	\$311.00	\$309.00	\$307.00
USCFSV 4000005	Asst. Vac Pack Swing Arm	4000005	\$1,720.00	\$1,616.00	\$1,608.00	\$1,599.00
USCFSV 4000006	2nd HVE. ASST	4000006	\$120.00	\$112.00	\$112.00	\$111.00
USCFSV 4000007	2530 Clesta Swing Mount light	4000007	\$4,460.00	\$4,192.00	\$4,170.00	\$4,147.00
A-DEC 300 DENTAL PACKAGE						
USCFSV 4100001	A-Dec 311 dental chair	4100001	\$8,715.00	\$8,192.00	\$8,148.00	\$8,104.00
USCFSV 4100002	Contoured floor box 300	4100002	\$425.00	\$399.00	\$397.00	\$395.00
USCFSV 4100003	332 Trad DS Std TP dental unit	4100003	\$5,140.00	\$4,831.00	\$4,805.00	\$4,780.00
USCFSV 4100004	SYR TRAD QD 84" GR3, OTC	4100004	\$320.00	\$300.00	\$299.00	\$297.00
USCFSV 4100005	TBG, Vinyl, 4 hole, QC, GR3	4100005	\$96.00	\$90.00	\$89.00	\$89.00
USCFSV 4100006	Tray ASSY STD, TRAD, 300	4100006	\$255.00	\$239.00	\$238.00	\$237.00
USCFSV 4100007	351 Asst Instruments 3P TP	4100007	\$1,935.00	\$1,818.00	\$1,809.00	\$1,799.00
USCFSV 4100008	571HAL on 300 base mount lights	4100008	\$2,810.00	\$2,641.00	\$2,627.00	\$2,613.00
USCFSV 4100009	Light post, 311	4100009	\$590.00	\$554.00	\$551.00	\$548.00
A-DEC 500 DENTAL PACKAGE						
USCFSV 4200001	511 dental chair with seamless upholstery	4200001	\$11,685.00	\$10,983.00	\$10,925.00	\$10,867.00
USCFSV 4200002	Contoured Floor Box	4200002	\$425.00	\$399.00	\$397.00	\$395.00
USCFSV 4200003	532 Trad Delivery System Std TP	4200003	\$8,590.00	\$8,074.00	\$8,031.00	\$7,988.00
USCFSV 4200004	Tubing, HP, SIL, 4Hole, QC, GR3	4200004	\$130.00	\$122.00	\$121.00	\$120.00
USCFSV 4200005	Holder ASM, TRAY, STD, TRAD	4200005	\$430.00	\$404.00	\$402.00	\$399.00
USCFSV 4200006	551 Asst Instruments 3P	4200006	\$1,600.00	\$1,504.00	\$1,496.00	\$1,488.00
USCFSV 4200007	Back MT ASSY, With Link WHT 2	4200007	\$490.00	\$460.00	\$458.00	\$455.00
USCFSV 4200008	572HAL Radius on 500	4200008	\$2,840.00	\$2,669.00	\$2,655.00	\$2,641.00
MARUS CHAIR PACKAGE (Dental)						
USCFSV 4300001	Marus DC1700 NuStar narrow back LR chair standard upholstery	4300001	\$5,116.00	\$4,809.00	\$4,783.00	\$4,757.00
USCFSV 4300002	Marus MaxStar Orbit100A delivery system, dentist	4300002	\$4,318.00	\$4,058.00	\$4,037.00	\$4,015.00
USCFSV 4300003	Marus MaxStar Orbit440 assistants delivery system	4300003	\$1,284.00	\$1,206.00	\$1,200.00	\$1,194.00
USCFSV 4300004	Marus LuxStar OL1000 unit mount light	4300004	\$2,186.00	\$2,054.00	\$2,043.00	\$2,032.00
USCFSV 4300005	Dentist stool, standard upholstery	4300005	\$448.00	\$421.00	\$418.00	\$416.00
USCFSV 4300006	Assistants stool, standard upholstery	4300006	\$531.00	\$499.00	\$496.00	\$493.00
AUDIOMETRY						
USCFSV 4400001	Heavy duty sound insulation upgrade	4400001	\$2,000.00	\$1,880.00	\$1,870.00	\$1,860.00
USCFSV 4400002	AudioMetric screening booths, assembled and installed	4400002	\$5,785.00	\$5,437.00	\$5,408.00	\$5,380.00
USCFSV 4400003	Welch Allyn audiometer 282 with case	4400003	\$1,958.00	\$1,840.00	\$1,830.00	\$1,820.00
MAMMOGRAPHY SPECIFIC EQUIPMENT						
USCFSV 4500001	Leaded Plexiglas for Console per Hologic specifications	4500001	\$5,950.00	\$5,593.00	\$5,563.00	\$5,533.00
USCFSV 4500002	10KVA line conditioner	4500002	\$10,900.00	\$10,246.00	\$10,191.00	\$10,137.00
USCFSV 4500003	18KVA line conditioner	4500003	\$19,900.00	\$18,706.00	\$18,606.00	\$18,507.00
USCFSV 4500004	DECS System includes Temperature/Power/Humidity alarm, backup power supply	4500004	\$37,600.00	\$35,344.00	\$35,156.00	\$34,968.00
USCFSV 4500005	Temperature/Power/Humidity alarm system with automatic Tellular cellular interface/Voice announcements	4500005	\$4,867.00	\$4,574.00	\$4,550.00	\$4,526.00
USCFSV 4500006	Sensory suite	4500006	\$4,345.00	\$4,084.00	\$4,062.00	\$4,040.00
USCFSV 4500007	Lead lined material as needed, per square foot	4500007	\$70.00	\$65.00	\$65.00	\$65.00
VETERINARY OPTIONS						
USCFSV 4600001	Stainless steel surgery table, 48" (one standard)	4600001	\$2,600.00	\$2,444.00	\$2,431.00	\$2,418.00
USCFSV 4600002	Stainless steel surgery table V-Top, upgrade	4600002	\$3,315.00	\$3,116.00	\$3,099.00	\$3,082.00
USCFSV 4600003	Smith/Surgivet anesthesia machine with vaporizer, regulator, dual E tanks bracket, oxygen line	4600003	\$5,063.50	\$4,759.00	\$4,734.00	\$4,709.00
USCFSV 4600004	Smith/Survivet active gas evacuation system	4600004	\$643.50	\$604.00	\$601.00	\$598.00
USCFSV 4600005	Medical Illuminations surgery light, Centry model	4600005	\$1,852.50	\$1,741.00	\$1,732.00	\$1,722.00
USCFSV 4600006	Medical Illuminations surgery light, Centurian model	4600006	\$2,593.50	\$2,437.00	\$2,424.00	\$2,411.00
USCFSV 4600007	Medical Illuminations exam light	4600007	\$643.50	\$604.00	\$601.00	\$598.00
USCFSV 4600008	Sink, stainless steel, six inch, built into prep table	4600008	\$1,813.50	\$1,704.00	\$1,695.00	\$1,686.00
USCFSV 4600009	Technidyme digital walk-on scale	4600009	\$1,553.50	\$1,460.00	\$1,452.00	\$1,444.00
USCFSV 4600010	Sundry jars with holder (4)	4600010	\$162.50	\$152.00	\$151.00	\$151.00

PART NUMBER	FARBER SPECIALTY VEHICLES VEHICLE MODELS AND OPTIONS Vehicles & Options <small>OMNIA PARTNERS Contract #125667</small>	Model	Commercial Price	1 Unit	2 Units	3 Units
				Discount 6.00%	Discount 6.50%	Discount 7.00%
DRONES						
USCFSV 4700001	XFOLD SPY X8 U3 RTF (Action Sports Camera - GoPro or similar)	4700001	\$4,195.00	\$3,943.00	\$3,922.00	\$3,901.00
USCFSV 4700002	RTF Dual operator with connex, most dslr's	4700002	\$13,999.00	\$13,159.00	\$13,089.00	\$13,019.00
USCFSV 4700003	RTF Dual operator with connex, most dslr's	4700003	\$14,999.00	\$14,099.00	\$14,024.00	\$13,949.00
USCFSV 4700004	XFOLD Mapper X8 U5 RTF (DSLR, Surveying, 3D Mapping, Inspections, GIS, AG pix4D OTC included)	4700004	\$19,999.00	\$18,799.00	\$18,699.00	\$18,599.00
USCFSV 4700005	XFOLD Mapper X12 U5 RTF (DSLR, Surveying, 3D Mapping, Inspections, GIS, AG, High Winds, pix4D OTC included)	4700005	\$20,999.00	\$19,739.00	\$19,634.00	\$19,529.00
USCFSV 4700006	XFOLD Cinema X8 U7 RTF (HL -RED EPIC, RED CARBON, ARRI ALEXA Mini, 3D SCANNER)	4700006	\$22,999.00	\$21,619.00	\$21,504.00	\$21,389.00
USCFSV 4700007	XFOLD CINEMA X12 U7 RTF (RED EPIC, RED CARBON, ARRI ALEXA Mini, LIDAR, HEAVY WINDS)	4700007	\$26,999.00	\$25,379.00	\$25,244.00	\$25,109.00
USCFSV 4700008	XFOLD DRAGON X8 U11 RTF(RHL- DUAL RED EPIC, DUAL RED CARBON, DUAL ARRI ALEXA Mini)	4700008	\$28,999.00	\$27,259.00	\$27,114.00	\$26,969.00
USCFSV 4700009	XFOLD DRAGON X12 U11 RTF (RHL- DUAL RED EPIC, DUAL RED CARBON, DUAL ARRI ALEXA Mini)	4700009	\$34,999.00	\$32,899.00	\$32,724.00	\$32,549.00
USCFSV 4700010	Service Plus (Cover all labor and maintenance for 1 yr.)	4700010	\$2,200.00	\$2,068.00	\$2,057.00	\$2,046.00
USCFSV 4700011	Standard Dual Power Charger	4700011	\$700.00	\$658.00	\$654.00	\$651.00
USCFSV 4700012	700w dual power charger with AC and DC capability	4700012	\$1,500.00	\$1,410.00	\$1,402.00	\$1,395.00
USCFSV 4700013	2000 W Dual Charging Station	4700013	\$2,400.00	\$2,256.00	\$2,244.00	\$2,232.00
USCFSV 4700014	Spy Spares Kit	4700014	\$1,999.00	\$1,879.00	\$1,869.00	\$1,859.00
USCFSV 4700015	Mapper Spares Kit	4700015	\$4,999.00	\$4,699.00	\$4,674.00	\$4,649.00
USCFSV 4700016	Travel Spares Kit	4700016	\$5,999.00	\$5,639.00	\$5,609.00	\$5,579.00
USCFSV 4700017	Cinema Spares Kit	4700017	\$6,999.00	\$6,579.00	\$6,544.00	\$6,509.00
USCFSV 4700018	Dragon Spares Kit	4700018	\$13,999.00	\$13,159.00	\$13,089.00	\$13,019.00
USCFSV 4700019	Directors Monitor with HD RX	4700019	\$3,499.00	\$3,289.00	\$3,271.00	\$3,254.00
USCFSV 4700020	vLoc battery for directors monitor	4700020	\$699.00	\$657.00	\$653.00	\$650.00
USCFSV 4700021	Drone top cover mounts to top of drone for protection	4700021	\$599.00	\$563.00	\$560.00	\$557.00
USCFSV 4700022	Drone top cover mounts to top of drone for protection	4700022	\$699.00	\$657.00	\$653.00	\$650.00
USCFSV 4700023	Drone top cover mounts to top of drone for protection	4700023	\$799.00	\$751.00	\$747.00	\$743.00
USCFSV 4700024	Drone top cover mounts to top of drone for protection	4700024	\$999.00	\$939.00	\$934.00	\$929.00
USCFSV 4700025	Drone top cover mounts to top of drone for protection	4700025	\$1,599.00	\$1,503.00	\$1,495.00	\$1,487.00
USCFSV 4700026	Thumbscrew Spare Set	4700026	\$10.00	\$9.00	\$9.00	\$9.00
USCFSV 4700027	Radio for Xfold systems	4700027	\$799.00	\$751.00	\$747.00	\$743.00
USCFSV 4700028	9inch Carbon Fiber Prop - Set of 2 best used for Spy	4700028	\$69.00	\$64.00	\$64.00	\$64.00
USCFSV 4700029	12inch Carbon Fiber Prop - Set of 2 best used for Spy	4700029	\$89.00	\$83.00	\$83.00	\$82.00
USCFSV 4700030	15in CF Prop for Mapper and Travel - CW-CCW	4700030	\$109.00	\$102.00	\$101.00	\$101.00
USCFSV 4700031	16inch Carbon Fiber Prop - Set of 2 best used for Mapper and Travel	4700031	\$149.00	\$140.00	\$139.00	\$138.00
USCFSV 4700032	17inch Carbon Fiber Prop - Set of 2 best used for Cinema	4700032	\$179.00	\$168.00	\$167.00	\$166.00
USCFSV 4700033	18inch Carbon Fiber Prop - Set of 2 best used for Cinema	4700033	\$199.00	\$187.00	\$186.00	\$185.00
USCFSV 4700034	26inch Carbon Fiber Prop - Set of 2 best used for Dragon	4700034	\$479.00	\$450.00	\$447.00	\$445.00
USCFSV 4700035	27inch Carbon Fiber Prop - Set of 2 best used for Dragon	4700035	\$499.00	\$469.00	\$466.00	\$464.00
USCFSV 4700036	28inch Carbon Fiber Prop - Set of 2 best used for Dragon	4700036	\$549.00	\$516.00	\$513.00	\$510.00
USCFSV 4700037	29inch Carbon Fiber Prop - Set of 2 best used for Dragon	4700037	\$549.00	\$516.00	\$513.00	\$510.00
USCFSV 4700038	30inch Carbon Fiber Prop - Set of 2 best used for Dragon	4700038	\$599.00	\$563.00	\$560.00	\$557.00
USCFSV 4700039	Spy Battery / HD video downlink single battery must by 2	4700039	\$89.00	\$83.00	\$83.00	\$82.00
USCFSV 4700040	Mapper Battery can work with Travel	4700040	\$269.00	\$252.00	\$251.00	\$250.00
USCFSV 4700041	Cinema Battery can work with Travel and Mapper	4700041	\$369.00	\$346.00	\$345.00	\$343.00
USCFSV 4700042	Cinema Battery can work with Dragon	4700042	\$549.00	\$516.00	\$513.00	\$510.00
USCFSV 4700043	Dragon Battery can work with Cinema	4700043	\$699.00	\$657.00	\$653.00	\$650.00
USCFSV 4700044	Dragon Battery can work with Cinema	4700044	\$799.00	\$751.00	\$747.00	\$743.00
USCFSV 4700045	Dragon Battery	4700045	\$839.00	\$788.00	\$784.00	\$780.00
USCFSV 4700046	MAPPER oom motor esc and prop	4700046	\$549.00	\$516.00	\$513.00	\$510.00
USCFSV 4700047	SPY boom motor esc and prop	4700047	\$1,299.00	\$1,221.00	\$1,214.00	\$1,208.00
USCFSV 4700048	CINEMA boom motor esc and prop	4700048	\$1,599.00	\$1,503.00	\$1,495.00	\$1,487.00
USCFSV 4700049	DRAGON boom motor esc and prop	4700049	\$3,399.00	\$3,195.00	\$3,178.00	\$3,161.00
USCFSV 4700050	SPY 2 arms plus 2 wiring harnesses	4700050	\$2,399.00	\$2,255.00	\$2,243.00	\$2,231.00
USCFSV 4700051	TRAVELER 2 arms plus 2 wiring harnesses	4700051	\$3,699.00	\$3,477.00	\$3,458.00	\$3,440.00
USCFSV 4700052	CINEMA 2 arms plus 2 wiring harnesses	4700052	\$4,199.00	\$3,947.00	\$3,926.00	\$3,905.00
USCFSV 4700053	DRAGON 2 arms plus 2 wiring harnesses	4700053	\$9,180.00	\$8,629.00	\$8,583.00	\$8,537.00
USCFSV 4700054	3 Axis PRO LEVEL gimbal for DSLR cameras	4700054	\$1,999.00	\$1,879.00	\$1,869.00	\$1,859.00
USCFSV 4700055	3 Axis PRO LEVEL gimbal for CINEMA CAMERAS	4700055	\$4,100.00	\$3,854.00	\$3,833.00	\$3,813.00
VEHICLE SPECIFIC OPTIONS						

PART NUMBER	FARBER SPECIALTY VEHICLES VEHICLE MODELS AND OPTIONS Vehicles & Options <small>OMNIA PARTNERS Contract # 129857</small>	Model	Commercial Price	1 Unit	2 Units	3 Units
				Discount 6.00%	Discount 6.50%	Discount 7.00%
USCFVS 4800001	Sprinter 4 WD	4800001	\$6,800.00	\$6,392.00	\$6,358.00	\$6,324.00
USCFVS 4800002	Ford 4 WD	4800002	\$3,900.00	\$3,666.00	\$3,646.00	\$3,627.00
USCFVS 4800003	Freighliner 4WD	4800003	\$26,900.00	\$25,286.00	\$25,151.00	\$25,017.00
USCFVS 4800004	International 4 WD	4800004	\$26,900.00	\$25,286.00	\$25,151.00	\$25,017.00
USCFVS 4800005	Upgrade Freighliner	4800005	\$23,800.00	\$22,372.00	\$22,253.00	\$22,134.00
USCFVS 4800006	EVS Transmission	4800006	\$5,775.00	\$5,428.00	\$5,399.00	\$5,370.00
PREVOST						
USCFVS 4900001	Single Slide-Out (1 Front)	4900001	\$68,700.00	\$64,578.00	\$64,234.00	\$63,891.00
USCFVS 4900002	Double Slide-Out (1 Front & 1 Rear "Superslide")	4900002	\$102,000.00	\$95,880.00	\$95,370.00	\$94,860.00
USCFVS 4900003	Triple Slide-Out (2 Front & 1 Rear "Superslide")	4900003	\$165,000.00	\$155,100.00	\$154,275.00	\$153,450.00
USCFVS 4900004	Quad Slide-Out (2 Front & 2 Rear "Superslide")	4900004	\$208,000.00	\$195,520.00	\$194,480.00	\$193,440.00
USCFVS 4900005	Side , fixed window, 52 in. x 65 in.	4900005	\$2,823.00	\$2,653.00	\$2,639.00	\$2,625.00
USCFVS 4900006	Full heating & air conditioning system	4900006	\$19,800.00	\$18,612.00	\$18,513.00	\$18,414.00
USCFVS 4900007	Output retarder	4900007	\$6,514.00	\$6,123.00	\$6,090.00	\$6,058.00
USCFVS 4900008	Jacobs engine brake	4900008	\$3,691.00	\$3,469.00	\$3,451.00	\$3,432.00
USCFVS 4900009	Upper windshield wipers	4900009	\$840.00	\$789.00	\$785.00	\$781.00
USCFVS 4900010	Chrome Ramco exterior mirrors, flat glass, convex on top	4900010	\$2,700.00	\$2,538.00	\$2,524.00	\$2,511.00
USCFVS 4900011	Driver ISRI seat/air suspension w/ adjustments	4900011	\$1,486.00	\$1,396.00	\$1,389.00	\$1,381.00
USCFVS 4900012	Aluminum polished wheels (four 10.5" and four 9")	4900012	\$3,743.00	\$3,518.00	\$3,499.00	\$3,480.00
USCFVS 4900013	Escape hatch	4900013	\$1,186.00	\$1,114.00	\$1,108.00	\$1,102.00
USCFVS 4900014	Spare parts kit	4900014	\$366.00	\$344.00	\$342.00	\$340.00
USCFVS 4900015	Clear plastic stripe at front, 3M	4900015	\$623.00	\$585.00	\$582.00	\$579.00
USCFVS 4900016	Xenon low beam headlights	4900016	\$398.00	\$374.00	\$372.00	\$370.00
USCFVS 4900017	Custom door location	4900017	\$48,900.00	\$45,966.00	\$45,721.00	\$45,477.00
USCFVS 4900018	Custom Prevost Graphics Package	4900018	\$26,800.00	\$25,192.00	\$25,058.00	\$24,924.00
USCFVS 4900019	Custom galley	4900019	\$14,800.00	\$13,912.00	\$13,838.00	\$13,764.00
USCFVS 4900020	Baggage bay slide out system per coach	4900020	\$18,800.00	\$17,672.00	\$17,578.00	\$17,484.00
SPRINTER-3500-MBE-3.0L						
USCFVS 5000001	Cube box body in lieu of standard Freightliner body, one right side door, double rear doors	5000001	\$35,600.00	\$33,464.00	\$33,286.00	\$33,108.00
USCFVS 5000002	Duo Therm Cool Cat heat pump, 12,000 BTU heat/cool capacity in lieu of roof air	5000002	\$3,800.00	\$3,572.00	\$3,553.00	\$3,534.00
USCFVS 5000003	Sprinter Bus Package	5000003	\$25,800.00	\$24,252.00	\$24,123.00	\$23,994.00
TRAILER						
USCFVS 5100001	4-jack system, electro hydraulic load leveling	5100001	\$5,995.00	\$5,635.00	\$5,605.00	\$5,575.00
USCFVS 5100002	Add one foot of load space	5100002	\$1,380.00	\$1,297.00	\$1,290.00	\$1,283.00
USCFVS 5100003	Electric tongue jack	5100003	\$640.00	\$601.00	\$598.00	\$595.00
USCFVS 5100004	Gooseneck or fifth wheel option	5100004	\$5,800.00	\$5,452.00	\$5,423.00	\$5,394.00
USCFVS 5100005	F 350 Ford Crew Cab Tow Vehicle Loaded with auxiliary bed mounted fuel tank	5100005	\$57,000.00	\$53,580.00	\$53,295.00	\$53,010.00
USCFVS 5100006	F 250 Ford Crew Cab Tow Vehicle Loaded with auxiliary bed mounted fuel tank	5100006	\$55,000.00	\$51,700.00	\$51,425.00	\$51,150.00

5.13 New Supplier Implementation Checklist

New Supplier Implementation Checklist		Target Completion After Award
1. First Conference Call Initial Kick Off Call to discuss expectations Establish initial contact people & roles/responsibilities Supplier Log-In Credentials established	One Week	
2. Executed Legal Documents U.S. Communities Admin Agreement Lead Public Agency Agreement signed	One Week	
3. Program Contact Requirements Supplier contacts communicated to U.S. Communities Staff Dedicated email Dedicated toll free number Dedicated fax number	One Week	
4. Second Conference Call Set Contract Launch Date & Outline Kick Off Plan Establish WebEx Training Dates Review Contract Commitments Complete Supplier Set Up Form Complete User Account and User ID Form Identify Dates for Senior Management Meeting	Two Weeks	
5. Marketing Kick Off Call Overview of Marketing Requirements Establish Timeline for Marketing Deliverables Set Weekly Marketing Call	Two Weeks	
6. Initial NAM & Staff Training Meetings Discuss expectations, roles & responsibilities Introduce and review web-based tools Review process & expectations of Lead Referral contact with NAM & identified LRC	Three Weeks	
7. Senior Management Meeting Implementation Process Progress Report U.S. Communities & Vendor Organizational Overview Supplier Manager to review & further discuss commitments	Four Weeks	
8. Review Top Joint Target Opportunities	Five Weeks	

Top 10 Local Contracts Review top U.S. Communities 'PPA's	
9. Web Development	
Initiate IT contact	Two Weeks
Initiate E-Commerce Conversation	Two Weeks
Product Upload to U.S. Communities site	Five Weeks
10. Sales Training & Roll Out	
Program Manager briefing - Coordinate with NAM	Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM	Four Weeks
Initiate contact with Advisory Board (AB) members	Six Weeks
Determine PM & Local Metro teams strategy sessions	Six Weeks

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5.14 Supplier Information

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

Company

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

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	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. Describe how the above sales persons would be utilized in selling this contract, including the time commitment each sales person will devote to selling this contract.
3. Provide the company annual sales for 2012, 2013 and 2014 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2012, 2013, AND 2014			
Segment	2012 Sales	2013 Sales	2014 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

4. Provide annual sales for 2012, 2013 and 2014 in the United States for the proposed Products and/or Services; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2012, 2013, AND 2014			
Segment	2012 Sales	2013 Sales	2014 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.

Distribution

1. Describe how your company proposes to distribute the Products and Services 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. Provide the number and location of support centers (if applicable).
6. Describe your company's customer service department staffing levels, hours of operation and other relevant details.
7. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
 - a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc.

- b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Marketing

1. Outline your company's 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.

National Staffing Plan

1. A staffing plan is required which describes the Offeror's proposed staff distribution to implement and manage this contract throughout the term of the contract. At a minimum, this plan should include the following:
 - a. Identify the key personnel who will lead and support the implementation period of the contract outlined in Section 5.13, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation;
 - b. Identify the key personnel who are to be engaged in this contract throughout the term of the contract and their relationship to the contracting organization;
 - c. Provide a chart that shows 1) the time commitment of each professional staff member that will be devoted to the contract, 2) each member's role in maintaining and growing the contract; and 3) a timeline of each member's involvement throughout the contract.
2. Provide an organizational chart of your company.
3. Submit the resumes of the below personnel:

- a. The person your company proposes to serve as the National Accounts Manager;
- b. Each person that will be dedicated full time to U.S. Communities account management;
and
- c. Key executive personnel that will be supporting the program.

Products, Services and Solutions

1. Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Schedule 1.4A of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. Provide a description of any Related Products, Services and Solutions offered by Supplier. Include any associated costs in Schedule 3.2.1.5 A.
3. State your normal delivery time (in days) and any options for expediting delivery.
4. State restocking fees and procedures for returning products, if applicable.
5. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
6. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for Emergency and Specialty Vehicles, Equipment and Accessories and any Related Supplies and Services.

Quality

1. Describe your company's customer support capabilities. Include information on whether any functions of customer support are in-house, outsourced or subcontracted.
2. Describe your company's quality control processes.
3. Describe your problem escalation process.
4. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?

Administration

1. Describe your company's capacity to employ telephone, ecommerce, etc., with a specific proposal for processing orders under the Master Agreement.

2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
3. Describe your company's 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.
4. Describe your company's ecommerce capabilities:
 - a. Include details about your company's ability to create punch out sites and accept orders electronically (CXML, OCI, etc.)
 - b. Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, 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.
5. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information and annual volume.
6. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
7. 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.
8. 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 (2) most recent reporting periods in its proposal or provide documentation which demonstrates the financial stability of the company.

Sustainability

1. Provide an overview that demonstrates how your business practices contribute to sustainability and social equity innovations. Describe how these innovations are an integral part of the societies and communities in which your firm operates; and how influence extends to the employees, the environment from which your required resources are drawn and the marketplace in which they participate.

2. Describe your company's process for defining green products or sustainable processes.
3. Provide a green product listing. Describe any environmental attributes (recycled materials, energy efficiency, biodegradable, low-toxicity, etc.) or certifications achieved for each product.
4. Describe your product's recyclability. Describe any buy back or take back options offered. Describe your company's efforts to reduce or reuse packaging and minimize environmental footprint in the shipping process.
5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Additional Information

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

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5.15 Administration Agreement

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

RECITALS

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

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

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

WHEREAS, U.S. Communities serves 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, remarketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law, or (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),

and the Association of School Business Officials (ASBO) (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 tradeshows 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, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising,

marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the 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. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use

Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

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

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

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement,

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

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. 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. Supplier shall solely be responsible for the cost of the audit up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000.

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

(Port of Portland 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 LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ 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

5.16 Master Intergovernmental Cooperative Purchasing Agreement (MICPA)

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

RECITALS

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

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

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

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

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

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

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

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

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5.17 State Notice Addendum

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

Nationwide:

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

Other states:

State of Oregon, State of Hawaii, State of Washington

State: HI

Account Type: HI Counties, Cities, Colleges

Hawaii County
 Honolulu County
 Kauai County
 Maui County
 Kalawao County
 Aiea
 Anahola
 Barbers Point N A S
 Camp H M Smith
 Captain Cook
 Eleele
 Ewa Beach
 Fort Shafter
 Haiku
 Hakalau
 Haleiwa
 Hana
 Hanalei
 Hanamaulu
 Hanapepe
 Hauula
 Hawaii National Park
 Hawaiian Ocean View
 Hawi
 Hickam AFB
 Hilo

Holualoa
 Honaunau
 Honokaa
 Honolulu
 Honomu
 Hoolehua
 Kaaawa
 Kahuku
 Kahului
 Kailua
 Kailua Kona
 Kalaheo
 Kalaupapa
 Kamuela
 Kaneohe
 Kapaa
 Kapaau
 Kapolei
 Kaumakani
 Kaunakakai
 Kawela Bay
 Keaau
 Kealakekua
 Kealia
 Keauhou
 Kekaha
 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 (124 records)

Account Type: K-12 (16 records)

Malama Honua Public Charter School
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
STATE OF HAWAII, DEPT. OF EDUCATION
KE KULA O S. M. KAMAKAU
KAMEHAMEHA SCHOOLS
HANAHAU'OLI SCHOOL
EMMANUAL LUTHERAN SCHOOL
School Lunch Program
Our Savior Lutheran School

Account Type: County (5 records)

BOARD OF WATER SUPPLY
MAUI COUNTY COUNCIL
Kauai County Council
Honolulu Fire Department
COUNTY OF MAUI

Account Type: Non-Profit (70 records)

Lanai Community Health Center
Maui High Band Booster Club
Naalehu Assembly of God
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
ALOHOLIC 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
Pohaha I Ka Lani
Hawaii Area Committee
Lanai Federal Credit Union
READ TO ME INTERNATIONAL FOUNDATION
MAUI FAMILY YMCA
WAILUKU FEDERAL CREDIT UNION
ST. THERESA CHURCH
HALE MAHAOLU
West Maui Community Federal Credit Union

Hawaii Island Humane Society

Kama'aina Care Inc
 International Archaeological Research
 Institute, Inc.
 Community Empowerment Resources
 Tutu and Me Traveling Preschool
 First United Methodist Church
 AOA Royal Capitol Plaza
 Kumpang Lanai
 Child and Family Service
 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
 Kroc Center Hawaii
 Kupu

Account Type: College and University (8 records)

University of the Nations
 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 (7 records)

Hawaii Information Consortium
 Leeward Community Church
 E Malama In Keiki O Lanai
 Keawala'i Congregational Church
 Lanai Community Hospital
 Angels at Play Preschool & Kindergarten
 Queen Emma Gardens AOA

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
 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
 Office of the Governor

Account Type: Consolidated City/County (2 records)

CITY AND COUNTY OF HONOLULU
 Lanai Youth Center

Account Type: Federal (2 records)

US Navy
 Defense Information System Agency

State: OR (1,328 records)

Account Type: K-12 (230 records)

Warrenton Hammond School
 Columbia Academy
 VALLEY CATHOLIC SCHL
 CROOK COUNTY SCHOOL DISTRICT
 CORBETT SCHL DIST #39
 Trinity Lutheran Church and School
 Bethel School District #52
 Ppmc Education Committee
 Stayton Christian School
 South Columbia Family School
 Sunrise Preschool
 St. Therese Parish/School
 Portland YouthBuilders
 Wallowa County ESD
 Fern Ridge School District 28J
 Knova Learning

New Horizon Christian School
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 -1 -
CHENOWITH
CENTRAL CATHOLIC HIGH SCHOOL
CANYONVILLE CHRISTIAN 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. 1-J - 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. 9-C - 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 1-3 - 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
Pedee 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
McMinnville Adventist Christian School
Salem-Keizer 24J
McKay High School
Pine Eagle Charter School
Columbia County 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
Fern Ridge School District
JESUIT HIGH SCHL EXEC OFC
LASALLE HIGH SCHOOL
Southwest Christian School
Willamette Christian School
Westside Christian High School
CS LEWIS ACADEMY
Portland America School
Forest Hills Lutheran School
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
Madeleine School
Union School District
Helix School District

Riddle School District
 Molalla River School District
 Corvallis School District 509J
 Falls City School District #57
 Portland Christian Schools
 LUCKIAMUTE VALLEY CHARTER SCHOOLS
 Deer Creek Elementary School
 Yamhill Carlton School District
 HARRISBURG SCHL DIST
 CENTRAL CURRY SCHL DIST#1
 BNAI BRITH CAMP
 OREGON FOOD BANK
 HOSANNA CHRISTIAN SCHL
 ABIQUA SCHL
 Salem Keizer school district
 Athena Weston School District 29RJ
 Butte Falls School District
 Bend International School
 Imbler School District #11
 monument school
 PENDLETON SCHOOL DISTRICT #16R
 Ohara Catholic School
 Reynolds High School
 St. Paul School District
 St Paul Parish School
 Joseph School District
 EagleRidge High School
 Grant Community School
 Hope Chinese Charter
 Northwest Academy
 Sunny Wolf Charter School
 MCKENZIE SCHOOL DISTRICT 068
 L'Etoiile French Immersion School
 LA GRANDE SCHOOL DISTRICT 001
 Marist Catholic High School
 Elgin school dist.
 PLEASANT HILL SCH DIST #1
 Ukiah School District 80R
 North Powder Charter School
 Siletz Valley School
 French American School
 Mastery Learning Institute
 North Lake School District 14
 Early College High School

Account Type: County (51 records)

GILLIAM COUNTY OREGON
 UMATILLA COUNTY, OREGON
 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
 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
 Mckenzie Personnel Services
 NORCOR Juvenile Detention
 Tillamook County Estuary
 Job Council
 BAKER CNTY GOVT
 TILLAMOOK CNTY
 Multnomah County Dept of County Assets
 Wheeler County
 Resource Connections of Oregon
 Lane County Sheriff's Office
 Clatsop County Sheriff's Office
 Harney County Community Corrections

Clackamas County Juvenile Dept
Columbia Basin Care Facility
City of Seaside Police Department

Account Type: Non-Profit (618 records)

Tamarack Aquatic Center
Seven Feathers Casino
St Paul Baptist Church
Long Tom Watershed Council
San Martin Deporres Catholic Church
Portland Parks Foundation
Cedar Hills Baptist Church
Unitarian Universalist Church in Eugene
Emmanuel Bible Church
Oregon Farm Bureau
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
Oregon District 7 Little League
Mercy Flights, Inc.
The Christian Church of Hillsboro Oregon
Congregation Neveh Shalom
My Fathers House
Step Forward Activities Inc
Holy Trinity Greek Orthodox Cathedral
MECOP Inc.
Workforce Northwest Inc
Lane Arts Council
Integral Youth Services
Children Center At Trinity
Beaverton Christians Church
Oregon Humanities
St. Pius X School
Community Connection of Northeast Oregon, Inc.
St Mark Presbyterian Church
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
Dayton Christian Church
Delphian School
AVON
EPUD-Emerald People's Utility District
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
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
The Blosser Center for Dyslexia Resources
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 AND
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
GEN CONF OF SDA CHURCH WESTERN OR
PORTLAND ADVENTIST 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
ROGUE FEDERAL CREDIT UNION
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 BRETHERN
CHURCHES
FAITHFUL SAVIOR MINISTRIES
OREGON CITY CHURCH OF THE NAZARENE
OREGON COAST COMMUNITY ACTION
EDUCATION NORTHWEST
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

MEALS ON WHEELS PEOPLE, 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

QUADRIPLIGICS 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
NEIGHBORIMPACT
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
Housing Development Center
Hoodview Christian 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

North Coast Family Fellowship

P E C I

Childswor Learning Center

Portland Schools Alliance

New Artists Performing Arts Productions, Inc.

Relief Nursery

St. Mary's Episcopal Church

Viking Sal Senior Center

Boys and Girls Club of the rogue valley

DrupalCon Inc., DBA Drupal Association

Albany Partnership for Housing and
Community Development

Hermiston Christian Center & School

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

Winding Waters Medical Clinic

First Baptist Church

The Nature Conservancy, Willamette Valley
Field Office

Serenity Lane Health Services

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

FIRST CHRISTIAN CHURCH

Pacific Classical Ballet

Depaul Industries

African American Health Coalition

Jesus Prayer Book

Coalition Of Community Health

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

Newberg Christian Church

First United Methodist Church

Zion Lutheran 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
Community Learning Center
Old Mill Center for Children and Families
Sunny Oaks Inc
Hospice Center Bend La Pine
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
CARE OREGON
Mid Columbia Childrens Council
HUMANE SOCIETY OF REDMOND
Our Redeemer Lutheran Church
Kbps Public Radio
Skyball Salem Keizer Youth Bas
Open Technology Center
Grace Chapel
CHILDREN'S MUSEUM 2ND
Solid Rock
West Chehalem Friends Church
Guide Dogs For The Blind
Aldersgate Camps and Retreats
St. Katherine's Catholic Church
The Alliance NW of the Christian & Missionary
Alliance
Bags of Love
Grand View Baptist Church
Green Electronics Council
Scottish Rite
Western Wood Products Association
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

Oregon Satsang Society, Inc., A chartered
Affiliate of ECKANKAR , ECKA
First Baptist Church of Enterprise
The Canby Center
Instituto de Cultura y Arte In Xochitl In Cuicatl

OSLC COMMUNITY PROGRAMS OCP
Oregon Nikkei Endowment
Eastern Oregon Alcoholism Foundation
Grantmakers for Education
The Spiral Gallery
The ALS Association Oregon and SW
Washington Chapter
Children's Relief Nursery
Home Builders
World of Speed
SW Community Health Center
Energy Trust of Oregon
St. Vincent de Paul Church
Fr. Bernard Youth Center
Oregon Psychoanalytic Center
Store to Door
Depaul Industries
OUR LADY OF PERPETUAL HELP CATHOLIC
CHURCH ALBANY OREGON
SELCO Community Credit Union
North Coast Christian Church
Union County Economic Development Corp.
Camelto Theatre Company
Camp Fire Columbia
TAKE III OUTREACH
Rolling Hills Community Church
Summa Institute
Amani Center
Billy Webb Elks lodge #1050
Silverton Senior Center
Sandy Seventh-day Adventist Church
Muddy Creek Charter School
A FAMILY FOR EVERY CHILD
1000 FRIENDS OF OREGON
NONPROFIT ASSOCIATION OF OREGON
LUKE DORF INC
FAMILY CARE INC

MEDICAL TEAMS INTL

Clean Slate Canine Rescue & Rehabilitation
St. Martins Episcopal church
Food for Lane County
columbia gorge discovery center and museum

NAMI of Washington County

The Dalles Art Association

Temple Beth Israel

Willamette Leadership Academy/Pioneer
Youth Corps Of Oregon

Rose Haven

OREGON STATE UNIVERSITY BOOKSTORE INC

FAIRFIELD BAPTIST CHURCH

Sexual Assault Support Services

Neskowin Valley School

RON WILSON CENTER FOR EFFECTIVE LIVING
INC

St. Joseph Shelter

The Inn Home for Boys, Inc.9138

MCKENZIEWATERSHED COUNCIL

MENNONITE HOME OF ALBANY INC

Oregon Technical Assistance Corporation

Oregon And Southern Idaho Laborers
Employers Training School

New Life Fellowship Church of God

Gladstone Senior Center

Education Travel & Culture, Inc.

Rural Development Initiatives

Jason Lee Manor/UMRC

YMCA of Marion and Polk Counties

PacificSource Health

Faith Christian Fellowship

Brookings Elks Lodge

Tillamook Seventh Day Adventist Church

Oregon Jewish Community Foundation

East River Fellowship

Holy Family Academy

FIRST BAPTIST CHURCH OF EUGENE

Peace Lutheran Church

Housing Authority of Douglas County

Vietnamese Christian Community Church

Friends for Animals

Family Building Blocks

Goodwill Industries of Lane and South Coast

Friends of Driftwood Library

Consumers Power Inc.

A. C. Gilbert's Discovery Village

First Lutheran Church of Astoria

Fund For Christian Charity

Deer Meadow Assisted Living

Oregon Laborers-Employer Administrative
Fund, LLC

Umpqua Basin Water Association

Alpha Lambda House Corporation

Eugene Creative Care

The Church of Christ of Latter Day Saints

Cascade Height Public Charter School PTA

G.O.B.H.I

Association of Oregon Corrections Employees,
Inc.

A Jesus Church Family

300 Main Inc

Southwestern Oregon Public Defender
Services, Inc.

Albertina Kerr Centers

Dufur Christian Church

St. Matthew Catholic School

Serendipity Center Inc

CASA of Marion County

Westside Church of Christ Inc

Northwest Family Services

Network Charter School

Ride Connecton

Parenting Now!

Christian Church of Woodburn

Native American Youth and Family Center Early
College Academy

USO Northwest

Norkenzie Christian Church

Little Flower Development Center

Evergreen Wings and Waves

Ascension Episcopal Parish

Center for Family Development

West Salem Foursquare Church

Mount Pisgah Arboretum

Lower Columbia Estuary Partnership

Oasis Shelter Home

Nehalem Bay House
 p:ear
 Health Share of Oregon
 St. Peter Catholic Church
 Mid Willamette Valley Community Action
 A Hope For Autism Foundation
 Breast Friends
 SEPTL Southeast Portland Tool Library
 National Christian Community Foundation
 Legal Aid Services of Oregon LITC
 Willamette Valley Babe Ruth
 Center For Continuous Improvement
 SEIU Local 49
 Emerald Media Group
 Trillium Sprigs
 Youth Dynamics
 Ashland Art Center
 Apostolic Church of Jesus Christ
 DOUGLAS FOREST PROTECTIVE
 Oregon Lyme Disease Network
 Ecotrust
 SPECIAL MOBILITY SERVICES
 Historical Outreach Foundation
 Teras Interventions and Counseling Inc
 Salem Area Chamber of Commerce
 First Congregational Church
 OREGON STATE FAIR
 Ronald McDonald House Charities of Oregon &
 Southwest Washington
 Center for Human Development
 Bridges to Change
 DePaul Treatment Centers, Inc.
 Ministerio International Casa
 New Paradise Worship Center
 Mission Increase Foundation
 Curry Public Transit Inc
 THREE RIVERS CASINO
 Brookings Harbor Christian School
 Yamhill Community Care Organization
 Portland Japanese Garden
 The Madeleine Parish
 The Tucker-Maxon Oral School
 Southwest Neighborhoods, Inc
 Wallowa Valley Center For Wellness

KIDS INTERVENTION AND DIAGNOSTIC CENTER

 Portland Yacht Club
 League of Women Voters
 Portland Police Sunshine Division
 United Way of Lane County
 United Way
 Portland Oregon Visitors Association
 Southern Oregon Project Hope
 Our United Villages
 Samaritan Health Services Inc.
 Kilchis House
 Calvary Assembly of God
 Lake Grove Presbyterian Church
 Grace Lutheran School
 Western Mennonite School
 OEA CHOICE TRUST
 American Tinnitus Association
 Oregon Coast Aquarium, Inc.
 Unitus Community Credit Union
 St John the Baptist Greek Orthodox Church
 COLUMBIA PACIFIC ECONOMIC DEVELOPMENT
 DISTRICT OF OREGON
 Oregon Rural Electric Cooperative Association

THE MILL CASINO

Account Type: College and University (33 records)

Oregon State University
 Treasure Valley Community College
 University of Oregon
 OREGON UNIVERSITY SYSTEM
 University of Western States
 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
 UNIVERSITY OF PORTLAND
 Portland Actors Conservatory
 University Of Oregon Athletics Department
 Ecola Bible School
 Beta Omega Alumnae
 Oregon Institute of Technology
 EASTERN OREGON UNIVERSITY

Account Type: Other (61 records)

Clackamas River Water Providers
 eickhoff dev co inc
 Cornerstone Association Inc
 The Klamath Tribe
 Cannon Beach Fire
 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.
 PACIFIC CASCADE FEDERAL CREDIT UNION
 LOCAL GOVERNMENT PERSONNEL INSTITUTE

 GRANTS PASS MANAGEMENT SERVICES, DBA

 SPIRIT WIRELESS
 Kartini Clinic
 Astra
 Beit Hallel
 Cvalco
 OREGON CORRECTIONS ENTERPRISES
 OFFICE OF PUBLIC DEFENSE SERVICES

Clatskanie People's Utility District
 PIONEER COMMUNITY DEVELOPMENT
 MARION COUNTY HEALTH DEPT
 Ricoh USA
 Heartfelt Obstetrics & Gynecology
 Coquille Economic Development Corporation

CITY/COUNTY INSURANCE SERVICE
 COMMUNITY CYCLING CENTER
 Shangri La
 Portland Impact
 Eagle Fern Camp
 KLAMATH FAMILY HEAD START
 RIVER CITY DANCERS
 Oregon Permit Technical Association
 KEIZER EAGLES AERIE 3895
 Pgma/Cathie Bourne
 Sunrise Water
 Burns Paiute Tribe
 Oregon Public Broadcasting
 La Grande Family Practice
 Sphere MD
 BIENESTAR, INC.
 sunrise water authority
 EAstern Oregon Trade and Event Center
 Waste-Pro
 NPKA
 Confederated Tribes of Warm Springs
 Oregon State Credit Union
 Halsey-Shedd Fire District
 Nez Perce Tribe
 Obsidian Urgent Care, P.C.
 First Presbyterian Church of La Grande
 CONFLUENCE ENVIRONMENTAL CENTE
 A&I Benefit Plan Administrators, Inc.
 K Churchill Estates
 CSC HEAD START
 NORTHWEST VINTAGE CAR AND MOTORCYCLE

Account Type: City Special District (21 records)

Roseburg Police Department
 Molalla Rural Fire Protection District

MONMOUTH - INDEPENDENCE NETWORK
 EUGENE WATER & ELECTRIC BOARD
 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
 TUALATIN VALLEY FIRE & RESCUE
 GASTON RURAL FIRE DEPARTMENT
 CITY COUNTY INSURANCE SERVICES
 SOUTH SUBURBAN SANITARY DISTRICT
 SOUTH FORK WATER BOARD
 SUNSET EMPIRE PARK AND RECREATION
 SPRINGFIELD UTILITY BOARD
 Tillamook Urban Renewal Agency
 Netarts Water District
 OAK LODGE SANITARY DISTRICT
 Boardman Rural Fire Protection District

Account Type: Independent Special District (49 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
 MID COLUMBIA COUNCIL OF GOVERNMENTS
 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

CLACKAMAS RIVER WATER
 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
 Port of Hood River
 La Pine Park & Recreation District
 Siuslaw Public Library District
 Columbia River Fire & Rescue
 Fern Ridge Library District
 Bend Park and Recreation District
 Port of Garibaldi
 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 (154 records)

City of Monmouth / Public Works
 McMinnville Police Department

City of Sublimity
City of Central Point Parks and Recreation
Gearhart Fire Department
Woodburn City Of
Brookings Fire / Rescue
City of Veneta
CITY OF DAMASCUS
Hermiston Fire & Emergency Svcs
CEDAR MILL COMMUNITY LIBRARY
CITY OF LAKE OSWEGO
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
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
 METRO
 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
 Columbia Gorge Community
 City of Dayton
 City of Carlton
 City of Pendleton Convention Center
 City of Monmouth
 City of Philomath
 City of Sheridan
 Seaside Public Library
 City of Yoncalla
 La Grande Police Department
 Cove City Hall
 NW PORTLAND INDIAN HEALTH BOARD
 Portland Patrol Services
 City Of Bend
 City Of Coquille
 City Of Molalla
 ROCKWOOD WATER PEOPLE'S UTILITY
 DISTRICT
 City of St. Helens
 City of North Powder
 City of Eugene
 City of Cornelius, OR
 Toledo Police Department
 City of Independence
 City of Baker City
 McMinnville Water & Light
 City of Pendleton Parks & Recreation
 CITY OF SWEETHOME
 CITY OF THE DALLES
 CLACKAMAS FIRE DIST#1
 DESCHUTES PUBLIC LIBRARY

STAYTON FIRE DISTRICT
 City of Ontario
 City of Corvallis Parks and Recreation
 North Lincoln Fire & Rescue #1
 City of Harrisburg
 Gladstone Public Library
 Seaside Fire & Rescue
 City Of North Bend
 City of Union
 City of Nehalem
 City of Richland
 CITY OF LINCOLN CITY
 City of Donald
 City of Milton-Freewater
 CITY OF SCIO
 City of Forest Grove
 City Govrnment
 City of Mt. Angel
 Albany Police Department
Account Type: County Special District (33 records)
 Umatilla Electric Cooperative
 WATER ENVIRONMENT SERVICES
 Polk County Fire District No.1
 Netarts-Oceanside RFPD
 UIUC
 Rogue River Fire District
 Aurora Rural 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
 PACIFIC STATES MARINE FISHERIES COMMISSION
 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
 North Douglas County Fire & EMS
 Crooked River Ranch Rural Fire Protection
 District
 PARROTT CREEK CHILD & FAM
 South Lane County Fire And Rescue
 Lake Chinook Fire & Rescue

Account Type: Community College (16 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 Coast Community College
 Clatsop Community College
 North Portland Bible College
 OREGON COMMUNITY COLLEGE ASSOCIATION

Account Type: State Agency (43 records)

Teacher Standards and Practices Commission

 Kdrv Channel 12
 Opta Oregon Permit Technician
 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
 OREGON DEPT. OF CORRECTIONS
 DEPARTMENT OF ADMINISTRATIVE SERVICES

 Oregon Board of Massage Therapists
 Oregon Tradeswomen
 Oregon Convention Center
 OREGON SCHL BRDS ASSOCIAT
 Central Oregon Home Health and Hos
 Oregon Health Care Quality Cor
 OREGON DEPARTMENT OF HUMAN SERVICES

 Oregon Air National Guard
 Training & Employment
 State of Oregon - Department of
 Administrative Services
 Aging and People with Disabilities
 Oregon State Fair Council
 Procurement Services/DAS
 STATE OF OREGON
 OREGON JUDICIAL DEPARTMENT
 City of Astoria Fire Department
 Columbia Gorge ESD

Account Type: Consolidated City/County (2 records)

Nehalem Bay Wastewater
Association of Oregon Community Mental Health Programs

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 (11 records)

Coquille Indian Housing Authority
COLLEGE HOUSING NORTHWEST
HOUSING AUTHORITY OF CLACKAMAS COUNTY

HOUSING AUTHORITY OF PORTLAND
WEST VALLEY HOUSING AUTHORITY
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
MARION COUNTY HOUSING AUTHORITY
HOUSING AUTHORITY OF THE CITY OF SALEM

Housing Authority of Yamhill County
The Housing Authority of the County of Umatilla

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5.18 FEMA Standard Terms and Conditions Addendum

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), Port 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), Port 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 Port and be disposed of in accordance with Port policy. The Port, 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 Port deems necessary, Contractor shall permit Port, 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 Port 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.

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5.19 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.

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SCHEDULE 1.1

Sample Port of Portland Contract- Subject to Change

CONTRACT NUMBER

*This Number must appear
On all Invoices*

ANNUAL SUPPLY CONTRACT

TO FURNISH

EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND
ANY RELATED EQUIPMENT, SUPPLIES AND SERVICES

ON A REQUIREMENTS BASIS

PARTIES: Port of Portland ("Port")
P.O. BOX 3529
PORTLAND, OR 97208

[FIRM NAME] ("Provider")
[ADDRESS]
[ADDRESS]

1. Nature of Contract

This Annual Supply Contract (the "**Contract**") is for Provider's supply to the Port, on an as-needed basis, of the item or items described on the attached Schedule A (the "**Materials**"). The Port does not guarantee any specific quantity of purchase, but shall look first to Provider for the Port's needs for the Materials. The Port reserves the right to order similar goods from other suppliers if it is in the Port's best interest to do so.

2. Term

The term of this Contract shall be from the date this Contract is fully executed until (termination date), unless sooner terminated under the provisions of this Contract. The Port shall have two options, exercisable sequentially and unilaterally by the Port, in its sole, unrestrained discretion, to extend the term of this Contract for one additional year at a time. The Port may exercise such an option by giving Provider written notice no later than fourteen calendar days prior to the expiration date. Expiration of the term does not excuse Provider's duty to provide the Materials.

3. Provider's Obligations

Provider's obligations under this Contract include, but are not limited to, the following:

3.1 To sell, furnish, and deliver requested Materials, f.o.b. destination, within the agreed upon lead time after date of receipt of a properly authorized order placed with Provider.

3.2 To provide all Materials in accordance with the Port's specifications and any issued addenda.

3.3 To submit reports of all sales activity under this Contract, including descriptions, quantities supplied, and prices charged, in an MS Excel spreadsheet format or similar compatible format, to the Port's Manager of Contracts and Procurement upon request.

4. Payment

Payment will be made within 30 days of receipt of a properly completed invoice for Materials delivered pursuant to an authorized Port order placed against this Contract. Provider shall include the Contract number on all invoices and shall submit invoices to Accounts Payable, Port of Portland, PO Box 3529, Portland, OR 97208. Invoices may also be submitted to Accounts Payable via email to portinvoices@portofportland.com.

5. RATE ADJUSTMENTS

Provider may request a rate adjustment, which the Port will consider in its sole discretion, no more frequently than once annually for the ensuing one-year period beginning on the effective date of the Contract or on an anniversary of the effective date of the Contract ("**Contract Year**") to reflect actual increases in Provider's cost to perform under this Contract. Provider must submit a written request with backup documentation establishing the actual increases in cost. Any such request shall be submitted to the Port no less than thirty (30) calendar days prior to the end of the Contract Year, and adjustments shall be effective as of the beginning of the following Contract Year. In no event shall the rate adjustment be more than the percentage change during the preceding Contract Year in the *Consumer Price Index for All Urban Consumers (CPI-U), US City Average, not seasonally adjusted, all items*, published by the U.S. Department of Labor.

6. Provider is Independent Provider

Provider is an independent Provider for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract. The Port will not withhold any taxes from any payments made to Provider, and Provider will be solely responsible for paying all applicable taxes arising out of or resulting from the provision of the Materials, including but not limited to income, social security, worker's compensation, and employment insurance taxes.

7. Assignments and SubContracts

Provider may not assign or transfer any interest or obligation under this Contract without the Port's prior written consent. Provider may not subcontract any part of the work required under this Contract without the Port's prior written consent. Any assignment, transfer, or subcontract attempted in violation of this section shall be void.

8. Records

Provider shall retain all books, documents, papers, and records that are directly pertinent to this Contract for at least three years after the Port makes final payment on this Contract and all other pending matters are closed. Provider shall allow any authorized representatives of the Port to audit, examine, copy, take excerpts from, or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

9. Duty to Inform

Provider shall give prompt written notice to the Port if, at any time during the performance of this Contract, Provider becomes aware of actual or potential problems, faults, or defects in the Materials, any non-conformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by the Port. Any delay or failure on the part of the Port to provide a written response to Provider shall constitute neither

agreement with nor acquiescence in Provider's statement or claim, and shall not constitute a waiver of any of the Port's rights.

10. WARRANTY; WARRANTY DISCLAIMER

10.1 Warranty

Provider warrants to the Port that: (a) the Materials will conform to the Contract specifications (including any issued addenda) and be free from material defects; and (b) Provider has good title to the Materials, and that Provider conveys the Materials to the Port free from any restriction or condition, and free from any encumbrance, including but not limited to any security interest or lien. Provider will defend title to the Materials against the rightful claim of any person.

10.2 Warranty Disclaimer

Except for the express warranties in this Contract, Contractor expressly disclaims all warranties with respect to the Materials, express and implied, including but not limited to any warranties that may have arisen from course of dealing or usage of trade.

11. Indemnification and insurance

11.1 Indemnification

Provider shall indemnify, defend, reimburse, and hold harmless the Port and the Port's commissioners, officers, employees, and agents for, from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including without limitation reasonable attorney fees, accountant fees, paralegal fees, expert witness fees, escrow fees, fines, environmental costs, and penalties resulting from, arising out of, or in any way connected with the acts or omissions of Provider or Provider's partners, directors, officers, employees, subProviders, invitees, or agents under this Contract.

11.2 Damage to Port Property

Provider shall fully compensate the Port for harm to the Port's real or personal property caused by the acts or omissions, negligent or not, of Provider or Provider's partners, directors, officers, employees, subProviders, invitees, or agents under this Contract.

11.3 Liability Insurance

Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, the Port, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Provider's operations, in an amount not less than \$1,000,000 combined single limit per occurrence.

11.4 Certificates

11.4.1 Certificates Required

Prior to full execution of this Contract, Provider must furnish the Port with: (i) certificates referencing this Contract (by number, if known), coverage dates, amount, and type of insurance required by this Contract; and (ii) a copy of the endorsement or policy provision providing additional insured status under the commercial general liability policy.

11.4.2 Certificate Management; Notice Requirement

When the period during which services will be performed exceeds the coverage period stated on a certificate, prior to the certificate expiration date Provider or its insurer must furnish updated certificates demonstrating continuous coverage. Provider or its insurer must give the Port not less than thirty (30) days' written notice before cancellation, non-renewal, or material change of any policy (except ten (10) days for non-payment of premium).

11.5 Workers' Compensation Coverage

Provider certifies that Provider has qualified for State of Oregon Workers' Compensation coverage for all Provider's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407 or as a self-insured employer.

11.6 Additional Insureds

All liability insurance policies required under this Contract shall name the Port, its Commissioners, employees, and agents as additional insureds.

12. BREACH OF CONTRACT

12.1 Cure; Remedies

Provider must cure any breach of this Contract within the shortest reasonable time after Provider first has actual notice of the breach or the Port notifies Provider of the breach, whichever is earlier. If Provider fails to cure a breach in accordance with this subsection, the Port may exercise one or more of the following remedies:

12.1.1 Substitute Services

The Port may terminate that part of this Contract affected by the breach upon written notice to Provider, may obtain substitute services or materials in a reasonable manner, and may recover from Provider the amount by which the price for those substitute services or materials exceeds the price for the terminated services or materials.

12.1.2 Suspension of Services

Pending a decision to terminate all or part of this Contract under this Section, the Port may unilaterally order Provider to suspend all or part of the services or materials. If the Port terminates all or part of this Contract after such a suspension, Provider will be entitled to compensation only for services rendered or materials delivered prior to the date of termination but not for any services rendered or materials delivered after the Port-ordered suspension date. If the Port suspends certain services or material deliveries and later orders Provider to resume those services or material deliveries, Provider will be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

12.1.3 Default

If the breach is material, the Port may declare Provider in default, and the Port may pursue any remedy available for a default.

12.2 Recovery of Amounts Due for Breach

To recover any amounts Provider owes to the Port due to Provider's material or non-material breach of this Contract, the Port may withhold such amounts from any Port payments to Provider, including but not limited to payments made under this Contract or under any other agreement between the parties. Provider's default under this Contract will be, at the Port's option, a default under any other agreement between the parties.

12.3 Contractual Remedies Not Exclusive

The Port will have all remedies available to the Port under this Contract, at law, and in equity, including reasonable attorneys' fees and costs incurred in any action to enforce the Port's rights under this Contract. All available remedies are cumulative and may be exercised singularly or concurrently.

13. Termination for Convenience

The Port may terminate all or part of this Contract at any time for its own convenience by written notice to Provider. Upon termination under this section, Provider shall be entitled to compensation for all Materials delivered to and accepted by the Port prior to Provider's actual

notice of the termination or the receipt of the written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the Contract.

14. STATUTORILY REQUIRED PROVISIONS

14.1 Payment for Labor or Material

As a condition of this Contract, Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for the delivery of the Materials provided for in this Contract. [Required by ORS 279B.220 (1)]

14.2 Overtime

As a condition of this Contract, Provider shall pay employees for overtime work performed under this Contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.) [Required by ORS 279B.235 (6)(c)]

14.3 Contributions to the Industrial Accident Fund

As a condition of this Contract, Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider or Provider's subProvider incurred in the performance of this Contract. [Required by ORS 279B.220 (2)]

14.4 Income Tax Withholding

As a condition of this Contract, Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [Required by ORS 279B.220 (4)]

14.5 Workers' Compensation

As a condition of this Contract, all subject employers performing services under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [Required by ORS 279B.230 (2)]

14.6 Medical Care for Employees

As a condition of this Contract, Provider shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Provider, of all sums that Provider agrees to pay for such services and all moneys and sums that Provider collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [Required by ORS 279B.230 (1)]

14.7 Liens and Claims Prohibited

As a condition of this Contract, Provider shall not permit any lien or claim to be filed or prosecuted against the Port, the state, any county, any school district, any municipality, any municipal corporation, or any subdivision thereof, on account of any labor or material furnished pursuant to this Contract. [Required by ORS 279B.220 (3)]

15. Miscellaneous Provisions

15.1 Time of Essence

Time is of the essence with respect to all dates and time periods in this Contract.

15.2 Contingencies

Neither party will be responsible for failure to perform the party's obligations under this Contract due to contingencies beyond the party's reasonable control, including but not limited to earthquakes, floods, tornadoes, and other acts of Nature, fires, epidemics, wars, riots, revolutions, acts of civil or military authorities, sabotage, or nuclear incidents. If any obligation of a party will be delayed by a contingency, the party will promptly notify the other party. Each party will use commercially reasonable efforts to remove the contingency as soon as practicable.

15.3 Law of Oregon; Venue

ORS 15.320 provides that Oregon law applies to this Contract. The parties also agree that Oregon law applies to this Contract, even if ORS 15.320 is determined to be inapplicable or invalid. Venue shall be in Multnomah County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon.

15.4 Successors and Assigns

This Contract shall bind the parties and their partners, successors, executors, administrators, and permitted assignees.

15.5 Provider Identification

Provider shall furnish to the Port Provider’s employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Provider’s Social Security number.

15.6 No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

15.7 Modification

Except as provided in Section 2, this Contract may be modified only by a writing signed by both parties. No oral modification shall be effective.

15.8 Attorney Fees

The prevailing party on a claim shall be entitled to reasonable attorney fees with respect to the claim at trial and on appeal in an action brought with respect to this Contract.

15.9 Permissive Cooperative Procurement Allowed

Other public contracting agencies may establish contracts or price agreements under the terms, conditions and prices of this Contract. Provider agrees to extend the terms, conditions and prices of this Contract to any purchasing Contracting agency, as that term is defined at ORS 279A.200 (1)(h). Contracts or price agreements between Provider and purchasing public contracting agencies are entirely independent of and have no effect upon this Contract.

15.10 Integration

This Contract contains the entire agreement between the parties regarding the subject matter of this Contract and supersedes all prior written or oral discussions or agreements regarding the subject matter of this Contract.

15.11 Attachments

Any exhibits, schedules, and other attachments referenced in this Contract are part of this Contract.

15.12 Authority of Signers

The individuals signing below warrant that they have full authority to execute this Contract on behalf of the party for which they sign.

PROVIDER NAME

PORT OF PORTLAND

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Telephone: _____

Email: _____

SCHEDULE

Materials

The Materials listed below and, if applicable, on the following pages shall be provided at the unit prices listed for the period of _____. After this initial period, price changes may be considered in accordance with Section 5 of this Contract but only in the same proportion that changes have occurred in the manufacturer's latest published price list(s), discount schedules, or other positive means of identification.

Similar items purchased but not listed below shall be supplied at a minimum _____% discount from the manufacturer's published list price.

SCHEDULE 1.4 A

GENERAL SCOPE OF SERVICES

1. Master Agreement

The Port of Portland (herein “Port” or “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Emergency and Specialty Vehicles, Equipment and Accessories and any Related Equipment, Supplies and Services (herein “Products and Services”).

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

Providers are to propose the broadest possible selection of EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND ANY RELATED SUPPLIES AND SERVICES they offer. The intent of this solicitation is to provide Participating Public Agencies with products and services to meet their various needs and intends to award a contract by category. Therefore, the Providers should have demonstrated experience in providing the Products and Services as defined in the RFP, including but not limited to:

CATEGORY A – Ambulance and Emergency Vehicles, Equipment and Accessories – A complete line of EMS vehicles, equipment and accessories, including Type I and Type III EMS Modules, Type II vehicles if offered, mobile clinics, and any other ambulance vehicles, equipment and accessories available from Provider.

CATEGORY B – **Fire Apparatus Vehicles, Equipment and Accessories** – A complete line of Fire Apparatus, equipment and accessories available from Provider, including but not limited to, fire engine vehicles, aerial ladder vehicles, aerial tower vehicles, aircraft rescue and firefighting (ARFF) vehicles and any other fire apparatus vehicles, equipment and accessories available from Provider.

CATEGORY C – **Specialty Vehicles, Equipment and Accessories** – A complete line of Specialty vehicles, including but not limited to, mobile command centers, hazmat vehicles, bomb response units, SWAT vehicles, crime scene vehicles, prisoner transport, mobile classrooms, mobile medical units, mobile dental units, mammography units, bloodmobiles, mobile audiology units, mobile ophthalmology units, mobile veterinary units, mobile laboratory units, book mobiles, and any other specialty vehicles, equipment and accessories available from Provider.

CATEGORY D – **Related Supplies and Services** – Any related supplies and services available from supplier, including but not limited to, parts, training, vehicle services, and any other related supplies and services available from Provider.

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

4. Requirements

Provider must affirm it is in full compliance with all applicable laws and regulations in connection with the Products and Services required under this RFP. Provider must state how it will ensure continued compliance through the term of the contract.

4.1. Ambulance and Emergency Vehicles, Equipment and Accessories

4.1.1. Provider must be a manufacturer of the Products with a minimum of ten (10) continuous years' experience building like vehicle types and sizes in the industry and a minimum production output of 100 vehicles per year.

4.1.2. Provider must provide a list of at least 25 customers currently using ambulance and emergency vehicles manufactured by its company. Reference information should be as follows:

- Organization Name
- Contact Person
- Phone Number
- E-Mail Address
- Cost of Project
- Exterior Picture of Vehicle

4.1.3. Provider shall indicate its maximum bonding capability. Provider is required to provide a signed and notarized statement from a surety company authorized to transact business in all fifty (50) states.

- 4.1.4. Vehicles shall conform to the federal specification standard KKK-A-1822 or latest version and a copy of certification must be made available upon request.
- 4.1.5. Provider must provide high quality equipment, components, and parts designed for ambulance or emergency vehicles that are new and of current manufacture. The use of military surplus, used, obsolete or discontinued items will not be acceptable.
- 4.3.1. Provider shall fully describe its Products and Services offering.
- 4.1.6. Provider shall provide detailed specifications for all vehicles, equipment and accessories.
- 4.1.7. Provider shall provide a written analysis of its capabilities in regards to Engineering, Manufacturing, Quality Control, Service, and Project Administration.
- 4.1.8. Provider must construct the complete vehicle, with the exception of the chassis. Additional elements constructed and installed “in house” are required to ensure service and parts availability.
- 4.1.9. Provider shall state the location(s) of the factory(ies) where the Products are to be built. It shall also demonstrate it is in a position to render prompt service for furnishing replacement parts for all Products. Parts shall be stocked at the manufacturing facility.
- 4.1.10. Provider must provide the approved/recommended uses for its vehicles.
- 4.1.11. Provider shall describe its ability to provide drawings to Participating Public Agencies. Drawings shall be large “D” size (minimum 24” x 36”). Smaller size drawings, “similar to” drawings or general sales drawings shall not be acceptable.
- 4.1.12. Provider shall describe all organizations involved in the purchase of Ambulance and Emergency Vehicles, Equipment and Accessories. If purchases are made through authorized dealers, Provider shall provide a complete listing of authorized dealers, including contact name, company name, address, phone, and email.

4.2. Fire Apparatus Vehicles, Equipment and Accessories

- 4.2.1. Fire Apparatus Vehicles, Equipment and Accessories include fire department vehicles as well as Aircraft Rescue and Firefighting (ARFF) vehicles.
- 4.2.2. Provider must be a manufacturer of the Products with a minimum of ten (10) continuous years’ experience building like vehicle types and sizes in the industry.
- 4.2.3. Provider must provide a list of at least 25 customers currently using fire apparatus vehicles, including any ARFF vehicles manufactured by its company. Reference information should be as follows:
 - Organization Name

- Contact Person
 - Phone Number
 - E-Mail Address
 - Cost of Project
 - Exterior Picture of Vehicle
- 4.2.4. Provider shall indicate its maximum bonding capability. Provider is required to provide a signed and notarized statement from a surety company authorized to transact business in all fifty (50) states.
- 4.2.5. Any proposed Products shall conform to the applicable requirements, current at the date of manufacture, of the National Fire Protection Association (NFPA) NFPA 1901, “Standard for Automotive Fire Apparatus”.
- 4.2.6. Provider must provide high quality equipment, components, and parts designed for firefighting apparatus that are new and of current manufacture. The use of military surplus, used, obsolete or discontinued items will not be acceptable.
- 4.2.7. Provider shall fully describe its Product and Services offering.
- 4.2.8. Provider shall provide detailed specifications for all of its Fire Apparatus Vehicles, Equipment and Accessories.
- 4.2.9. Provider shall provide a written analysis of its capabilities in regards to Engineering, Manufacturing, Quality Control, Service, and Project Administration.
- 4.2.10. Provider shall state the location(s) of the factory(ies) where the Products are to be built. It shall also demonstrate it is in a position to render prompt service for furnishing replacement parts for all Products. Parts shall be stocked at the manufacturing facility.
- 4.2.11. Provider must provide the approved/recommended uses for its vehicles.
- 4.2.12. Provider shall describe its ability to provide drawings to Participating Public Agencies of Product’s overall dimensions, wheelbase, overall lengths and any other equipment specified by Participating Public Agency. Drawings shall be large “D” size (minimum 24” x 36”). Smaller size drawings, “similar to” drawings or general sales drawings shall not be acceptable.
- 4.2.13. Provider shall describe all organizations involved in the purchase of Fire Apparatus Equipment and Accessories. If purchases are made through authorized dealers, Provider shall provide a complete listing of authorized dealers, including contact name, company name, address, phone, and email.
- 4.2.14. Delivery to the Participating Public Agency of a vehicle shall be no more than two-hundred, forty (240) calendar days after purchase.

4.2.15. At a minimum, one (1) inspection trip for up to two (2) Participating Public Agency Fire Personnel shall be made to the manufacturer's facility during the course of construction of the apparatus. Air travel, meals, and lodging expenses shall be included.

4.2.16. Providers must include vehicle maintenance recommendations and historical data which demonstrates the anticipated maintenance costs for its products.

4.3. Specialty Vehicles, Equipment and Accessories

4.3.1. Proposer must be a full in-house, turnkey manufacturer of the Products with a minimum of ten (10) continuous years building like vehicle types and sizes in the industry and have a minimum production output of ten (10) vehicles per month.

4.3.2. Provider shall indicate its maximum bonding capability. Provider is required to provide a signed and notarized statement from a surety company authorized to transact business in all fifty (50) states.

4.3.3. Provider shall fully describe its Products and Services offering.

4.3.4. Provider shall provide specifications for each model name and base vehicle. Base vehicles should include, but are not limited to:

- Chassis
- Body
- Exterior compartments and doors
- Interior build out
- Interior lighting
- HVAC
- 12VDC Electrical System
- 120VAC Electrical System (including generator and shore power capabilities)
- Delivery and Training
- Warranty

4.3.5. Provider shall provide a list of ALL vehicle options to be added to the base vehicles/trailers, along with a detailed description of the options.

4.3.6. Provider shall provide a written analysis of its capabilities in regards to Engineering, Quality Control, Service, Water Testing, Weight Analysis and Project Administration.

4.3.7. Provider shall supply floorplan drawings with ALL base vehicles listed. Drawings shall include:

- Interior Floor Plan View
- Curb Side Interior View
- Street Side Interior View
- Curb Side Exterior View
- Street Side Exterior View

- Front View Exterior View
- Rear View Exterior View
- Roof View Exterior View

4.3.8. Vehicles may include, but are not limited to, the following:

A. Police, Emergency Management, Homeland Security

- Command
- Communications
- SWAT Deployment
- SWAT Equipment
- Bomb/EOD
- DUI/BAT
- Prisoner Transport
- Crime Scene
- Hostage Negotiation

B. Fire Services

- Command
- Communications
- HazMat
- Rescue
- Equipment
- 911
- ARFF

C. Mobile Medical

- Health
- Dental
- Mammography
- Audiology
- Bloodmobile
- Optometry

D. Laboratories

- Environmental Testing
- Science and Research
- Advanced Technology

E. Classroom

- Computer Lab
- Technical Learning
- Workforce
- Job Training

F. Bookmobiles

- 4.3.9. Provider shall maintain a fully staffed warranty, service, delivery, and training department capable of delivery and service to all fifty (50) states.
- 4.3.10. Provider shall provide sixty (60) product specific references. References shall include twenty five (25) Fire and Police, twenty five (25) Medical, and ten (10) Bookmobile/Laboratory/Classroom. Reference information should be as follows:
- Organization Name
 - Contact Person
 - Phone Number
 - E-Mail Address
 - Cost of Project
 - Exterior Picture of Vehicle

5. Multiple Award

The Port reserves the right to award the contract locally and/or nationally in the aggregate, by Product category, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the Port and Participating Public Agencies as a result of this solicitation.

6. OEM and Aftermarket Components

The Products shall be new and of the latest factory model year released. They shall be complete, and ready to operate upon delivery. No rebuilt or re-manufactured components will be acceptable. All components shall be Original Equipment Manufacturer (OEM), no aftermarket components shall be acceptable unless approved by the designated representative from the Port or Participating Public Agency prior to submittal of Products.

All accessory installations shall be securely affixed and comply with OEM and OSHA standards. No installation shall interfere with OEM systems nor render the vehicle warranty invalid.

All electrical installations shall have wiring securely affixed to running path. Wiring shall have protection with a minimum of shielding with loom, rubber grommets for “pass through” and insulated wire clamps for mounting. All accessory circuits shall have proper circuit protection adequate to prohibit damage to vehicle OEM systems and prevent electrical shorts or fires.

7. Compliance With Laws

The Products shall be at the date of delivery in compliance with all current and applicable federal, state, and local laws pertaining to this equipment. Each Provider may be required to furnish proof of compliance prior to acceptance of the Product.

8. Sub-Contracting

Sub-contracting of the design, engineering, finite element analysis (FEA), and manufacturing shall not be permitted.

9. Design

Designs should include the integration of all systems and sub-systems so they are blended together seamlessly with the creative design elements to present the Products positively to the end user.

Designs shall be as such to perform in a commercial duty with an operating lifecycle of ten (10) years. Designs shall be completely designed from the ground up as an emergency or specialty vehicle.

Design drawings shall be submitted to the Port or Participating Public Agency per its specifications for approval.

10. Delivery

Provider shall notify designated Port or Participating Public Agency personnel fifteen (15) working days prior to delivery of the vehicle so that appropriate staff may complete pre-delivery inspections and complete necessary scheduling arrangements prior to the Product's delivery.

11. Inspection and Acceptance

The successful Provider's Products shall be subjected to a pre-delivery and post-delivery inspection by the Port and Participating Public Agency to determine that the Product, in its final configuration, meet the requirements of this RFP and Participating Public Agency's specifications, is complete and not damaged upon delivery to the Port or Participating Public Agency.

The vehicle will not be accepted until all manuals are delivered to the Port or Participating Public Agency.

Final acceptance shall be made after post-delivery and after inspection demonstrates that the vehicle is operational and in full compliance with this RFP.

12. Manuals

Provider shall furnish a complete set of manuals during delivery of vehicle and shall provide, at a minimum, one (1) hard copy of each as well as one (1) electronic copy on thumb drive or CD unless otherwise specified by the Participating Public Agency.

13. Training

Provider shall provide training to operators and technicians of the Port and Participating Public Agencies at no additional cost. At a minimum, such training shall include operator training on all machine functions as well as operator preventive maintenance.

14. Warranty

- 14.1. Provider shall provide all applicable warranties as part of this RFP response and describe its ability in business days to provide any required warranty service to a Participating Public Agency.
- 14.2. Provider shall indicate if warranty work will be performed by the manufacturer or by an authorized dealer.
- 14.3. Provider shall also note any extended warranties available and include pricing for such extended warranties in the Price section of the Provider's response.

15. Equipment Recalls

In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to appropriate personnel at each Participating Public Agency in a timely manner. Provider shall describe its process for notification of equipment recalls and timing of such notification.

16. Liability

Provider shall defend any and all suits and assume all liability for the use of any patented device or article forming part of the Product or any appliance provided under the contract.

17. Substitution of Specified Items

Whenever the Contract Documents refer to any specific article, device, equipment, product, material, fixture, specified patent or proprietary name, patented process, forms, method or type of construction, by name, make, trade name, or catalog number ("specified item"), such reference shall be deemed to be followed by the words, "or approved equal", unless it is indicated that no substitutions will be considered.

Any Provider who has submitted a Proposal prior to the deadline may submit data to the Port to substantiate a request to provide an "or approved equal" item when completing Sample Specification Pricing in Schedule 3.2.1.5 B of this RFP.

18. Local Key Personnel

The Provider shall identify the local key personnel that will be committed to the contract. The Port reserves the right to reject any key personnel proposed if it is determined in the Port's best interest. All key personnel must be committed to the contract at the appropriate time level. Provider understands that the qualifications and experience of key personnel proposed will be factored into the evaluation process; therefore, key personnel must not be replaced without the

approval of the Port. Any approved substitutions must be with personnel of equal or better qualifications. In addition, any other commitments must not conflict with the level of commitment proposed for this contract.

19. Price

The Port will consider the overall pricing for the comprehensive solution in its selection process. Schedule 3.2.1.5 A, Price sheet must be submitted. Additionally Schedule 3.2.1.5 B, Sample Specification Pricing must be submitted and will be used for evaluation purposes.

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SCHEDULE 1.4 B
SAMPLE SPECIFICATIONS FOR EVALUATION PURPOSES

See separately available Schedule 1.4 B

SCHEDULE 2.4.3.2

CERTIFICATION OF TRADE SECRET

Port of Portland Solicitation Name: _____

Port of Portland Solicitation Number: _____

Bidder/Proposer Name: _____

Authorized Representative: Name (print): _____

Title: _____

E-mail: _____

The authorized representative named above certifies as follows:

1. I am an authorized representative of the proposer and the proposer has approved of my submittal of this certification.
2. I understand that the proposal is a public record subject to disclosure in its entirety under the Oregon Public Records Law (192.410 through 192.505) except where specifically exempt from disclosure, as described in more detail in Section 2.4 of the RFP.
3. I have read and am familiar with ORS 192.501(2), which conditionally exempts “trade secrets” from public disclosure.¹
4. I have read and am familiar with the proposal and I believe in good faith that all information specifically marked as “exempt from disclosure” in the proposal constitutes trade secrets, unless a different exemption is claimed.
5. I am aware that, pursuant to Section 2.4 of the RFP, improperly marked proposals are subject to disclosure in their entirety without any independent review by the Port and without notice to the proposer.

Signature of Authorized Representative

Date signed: _____

1 For ease of reference, ORS 192.501(2) states as follows: “‘Trade secrets,’ as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within an organization and which is used in a business it conducts, having actual or potential commercial value, and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.” (2013)

SCHEDULE 3.2.1

PORT OF PORTLAND
PROPOSAL FORM

EMERGENCY AND SPECIALTY VEHICLES, EQUIPMENT AND ACCESSORIES AND
ANY RELATED EQUIPMENT, SUPPLIES AND SERVICES

Solicitation Number 2015-6901

The Provider named below submits this proposal in response to the Port's Request for Proposals (RFP) for the contract named above.

The Provider warrants that the Provider has carefully reviewed the RFP and that this proposal represents the Provider's full response to the requirements described in the RFP. The Provider further warrants that if this proposal is accepted, the Provider will contract with the Port, agrees to all terms and conditions found in the attached sample contract, and will provide all necessary labor, materials, equipment, and other means required to complete the work in accordance with the requirements of the RFP and contract documents.

The Provider further warrants that the Provider has not and will not discriminate, in violation of ORS 279A.110, or any other local, state or federal law, against any minority, women or emerging small business enterprise or other protected individuals, in the development or presentation of this proposal, or in obtaining any required subcontract.

The Provider attests in connection with this solicitation that, as provided under ORS 279B.110(2), Provider has complied with the tax laws of the State of Oregon or a political subdivision of the State of Oregon, including ORS 305.620 and chapters 316, 317 and 318.

The Provider hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required in Section [##] of the sample contract, attached to the RFP as Schedule B. Indicate in the affirmative by initialing here: _____

The Provider hereby acknowledges receipt of Addendum Nos. ____, ____, ____, ____, ____ to this RFP.

Name of Provider: _____

Business Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Authorized Signature: _____

Printed/Typed Name: _____

Title:

Date:

SCHEDULE 3.2.1.5 A

PRICE SHEET

1. Provide the pricing for all vehicles offered using a **fixed percentage (%) discount off a MANUFACTURER PRICE LIST** or other objectively verifiable criteria using the format below:

1.1. **Ambulance and Emergency Vehicles, Equipment and Accessories:** Provide pricing for all base vehicles offered.

Item No.	Vehicle/Trailer Description	Model Name	Model Number	Catalog/List Price	% Discount off List	Delivered Base Price
1	Type I Ambulance (10,001 to 14,000 GVWR)					
2	Type I Additional Duty Ambulance (14,000 GVWR or more)					
3	Type II Ambulance (9,201 to 10,000 GVWR)					
4	Type III Ambulance (10,001 to 14,000 GVWR)					
5	Type III Additional Duty Ambulance (14,001 GVWR or more)					
	<i>(Use additional space as necessary if Proposer offers additional base vehicles.)</i>					
Item No.	Options	Model Name	Model Number	Catalog/List Price	% Discount off List	Delivered Option Price
	<i>(Use additional space as necessary to provide all available options that may be installed on vehicles.)</i>					

1.2. Fire Apparatus Vehicles, Equipment and Accessories: Provide pricing for all vehicles, equipment and accessories offered.

Item No.	Product Description	Model Name	Model Number	Catalog/List Price	% Discount off List Price	Discounted Price
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11	<i>(Use additional space as necessary.)</i>					
12						
Item No.	Options	Model Name	Model Number	Catalog/List Price	% Discount off List	Delivered Option Price
	<i>(Use additional space as necessary to provide all available options that may be installed on vehicles.)</i>					

1.3. Specialty Vehicles, Equipment and Accessories: Provide pricing for all base vehicles offered.

Item No.	Vehicle/Trailer Description	Model Name	Model Number	Catalog/List Price	% Discount off List Price	Delivered Base Price
1	Van - Light Duty (Up to 9,000 lbs. GVWR)					
2	Van - Medium Duty (Up to 14,500 lbs. GVWR)					
3	Truck - Light Duty (Up to 19,500 lbs. GVWR)					
4	Truck - Medium Duty (Up to 26,000 lbs. GVWR)					
5	Truck - Heavy Duty (Up to 33,000 lbs. GVWR)					
6	Truck - Super Heavy Duty (Up to 54,000 lbs. GVWR)					
7	Coach - Light Duty (Up to 26,000 lbs. GVWR)					
8	Coach - Medium Duty (Up to 44,000 lbs. GVWR)					
9	Coach - Heavy Duty (Up to 65,000 lbs. GVWR)					
10	Trailer - Single Axle					
11	Trailer - Multiple Axle					
12	Trailer - Semi					
13	Modular Unit					
	<i>(Use additional space as necessary if Proposer offers additional base vehicles.)</i>					
Item No.	Options	Model Name	Model Number	Catalog/List Price	% Discount off List Price	Delivered Option Price
	<i>(Use additional space as necessary to provide all available options that may be installed on vehicles.)</i>					

2. Provide copies of the MANUFACTURER PRICE LIST or other objectively verifiable criteria.
3. **Related Supplies and Services:** Provide pricing for any proposed additional products you wish to be considered. Additionally, provide pricing (if applicable) for any services offered by Provider, including but not limited to, training, vehicle services, preventive maintenance, warranty extensions, repair services, technical support, etc. If any services are offered standard at no additional cost, please note.
4. **Volume Discounts or Rebates:** Please include any volume discounts or rebates offered by Prociswe to Participating Public Agencies.
5. **Delivery:** All freight shall be FOB destination, freight prepaid and included. Any handling fees shall also be included in the pricing.
6. **Alternative Costing Method:** If a project requires product options that are not covered in the pricing schedule or if a product option is required that is more appropriate to be custom designed and manufactured to meet an individual project application, the Contractor may use the alternative costing method as follows:
 - Apply the U.S. Communities discount as submitted on the Pricing Schedule; and
 - All products falling under this category must be submitted in advance and approved by the Participating Public Agency prior to being included in any quote or proposal from the Contractor.
7. **Sample Specification Pricing for Evaluation Purposes:** The Provider must submit pricing for the Sample Specifications provided in Schedule 3.2.1.5 B – Sample Specification Pricing. Pricing is to be based on pricing quoted on the Price Sheet. Sample Specification Pricing will be used for evaluation purposes.

SCHEDULE 3.2.1.5 B

SAMPLE SPECIFICATION PRICING

Ambulance and Emergency Vehicles, Equipment and Accessories Sample Specification Pricing						
Item No.	Vehicle/Trailer/Options Description	Model Name	Model Number	Catalog/List Price	% Discount off List	Delivered Base Price
1	Type I, 12' Dodge Ram 4500					
	<i>(Use additional space as necessary)</i>					
						TOTAL
2	Type I, 14' Dodge Ram 4500					
	<i>(Use additional space as necessary)</i>					
						TOTAL
3	Type III, 12' Chevrolet G3500					
	<i>(Use additional space as necessary)</i>					
						TOTAL
4	Type III, 14' Chevrolet G4500					
	<i>(Use additional space as necessary)</i>					
						TOTAL

Fire Apparatus, Equipment and Accessories Sample Specification Pricing						
Item No.	Vehicle/Trailer/Options Description	Model Name	Model Number	Catalog/List Price	% Discount off List	Delivered Base Price
1	Fire Department Engine					
	<i>(Use additional space as necessary)</i>					
TOTAL						
2	Fire Department Aerial Ladder					
	<i>(Use additional space as necessary)</i>					
TOTAL						
3	Fire Department Aerial Tower					
	<i>(Use additional space as necessary)</i>					
TOTAL						
4	Aircraft Rescue and Firefighting (ARFF) Class 5 Vehicle					
	<i>(Use additional space as necessary)</i>					
TOTAL						

Specialty Vehicles, Equipment and Accessories Sample Specification Pricing						
Item No.	Vehicle/Trailer/Options Description	Model Name	Model Number	Catalog/List Price	% Discount off List	Delivered Base Price
1	Mobile Command Center					
	<i>(Use additional space as necessary)</i>					
TOTAL						
2	Mobile Medical Unit					
	<i>(Use additional space as necessary)</i>					
TOTAL						
3	Mobile Classroom/Computer Lab					
	<i>(Use additional space as necessary)</i>					
TOTAL						
4	Mobile Bookmobile					
	<i>(Use additional space as necessary)</i>					
TOTAL						

SCHEDULE 3.3

CHECKLIST OF REQUIRED SUBMITTALS

NO.	ITEM	COMPLETE
1	1 Original hard copy and 1 additional copy of Proposal, 8 USB Flash drives (Section 2.5.1, pages 4-5)	
2	If applicable, one duplicate, redacted copy of Proposal on the 8 USB Flash drives (Section 2.5.1.1, page 5)	
3	If applicable, one completed Certification of Trade Secret form (Section 2.5.1.2, page 5)	
4	Proposal Form, Schedule 3.2.1	
5	Provider Introduction, including Cover Letter, Executive Summary and Provider's ability and experience (Section 3.2.1.1, page 8)	
6	Proposal (Section 3.2.1.2, page 9)	
7	Proposed Strategy and Operational Plan (w/resumes) (Section 3.2.1.3, page 9)	
8	National Supplier Qualifications (Section 3.2.1.4, page 9)	
9	Cost/Fees: Schedule 3.2.1.5 A Price Sheet (Section 3.2.1.5, page 9)	
10	Cost/Fees: Schedule 3.2.1.5 B Sample Specifications Pricing	
11	U.S. Communities Administration Agreement, signed unaltered (Section 5.15, pages 31-44)	



Lead Agency Procurement Self-Certification

April 2017

Uniform Grant Guidance 200.324	Procurement Policy
<p>200.317 Procurements By States When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with section 200.322 Procurement Of Recovered Materials and ensure that every purchase order or other contract includes any clauses required by section 200.326 Contract Provisions. All other non-Federal entities, including subrecipients of a state, will follow sections 200.318 General Procurement Standards through 200.326 Contract Provisions.</p>	<p>Individual policies referenced below constitute self-certification by the Port of Portland.</p>
<p>200.318 General Procurement Standards (a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.</p>	<p>Port Contracting Rules and Port Purchasing Manual</p>
<p>(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.</p>	<p>Comply</p>
<p>(c) (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be</p>	<p>N/a</p>

impartial in conducting a procurement action involving a related organization.	
200.318 (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.	Port Purchasing Manual, Page 2
200.318 (e) To foster greater economy and efficiency, and in accordance with effort-s-to promote cost-effective use of shared services across the Federal government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.	Port Rule A.180
200.318 (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.	ORS 279A.180
200.318 (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.	GC's 007200-11 Section 6.13
200.318 (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.	ORS 279C.375

<p>(j) The non-Federal entity may use time and material type contracts only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and material type contract means a contract whose cost to a non-Federal entity is the sum of:</p> <p>(j) (1) The actual cost of materials; and</p> <p>(j) (2) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.</p> <p>Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.</p>	<p>Port Contracting Rule B.500(7)</p>
<p>(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.</p>	<p>Comply</p>
<p>(c) (l) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts.</p>	<p>POP Policy 7.1.02</p>

<p>No employee; officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.</p>	<p>POP Policy 7.1.02</p>
<p>200.319 Competition (a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to: (a) (1) Placing unreasonable requirements on firms in order for them to qualify to do business; (a) (2) Requiring unnecessary experience and excessive bonding; (a) (3) Noncompetitive pricing practices between firms or between affiliated companies; (a) (4) Noncompetitive contracts to consultants that are on retainer contracts; (a) (5) Organizational conflicts of interest; (a) (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and</p>	<p>ORS 279C.300</p>

<p>(a) (7) Any arbitrary action in the procurement process.</p> <p>(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.</p>	
<p>(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:</p>	<p>Port Purchasing Manual</p>
<p>(c) (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and</p>	<p>Port Purchasing Manual Port Request for Proposals Manual</p>
<p>(c) (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.</p>	<p>Port Purchasing Manual Port Request for Proposals Manua.</p>

<p>(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.</p>	<p>n/a we do not have prequalified lists of firms, persons or products.</p>
<p>200.318 (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to con-solidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.</p>	<p>Port Purchasing Manual Page 2</p>
<p>200.318 (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.</p>	<p>Port Rule A.180</p>
<p>200.318 (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.</p>	<p>ORS 279.A.180</p>
<p>200.318 (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost. 200.318 (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.</p>	<p>GC's 007200-11 Section 6.13 ORS 279C.375</p>

<p>200.320 Methods Of Procurement To Be Followed The non-Federal entity must use one of the following methods of procurement.</p>	
<p>(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.</p>	<p>Purchasing Manual ORS 279B.065 Port Rule B.065</p>
<p>(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.</p>	<p>ORS 279B.070 Port Rule B.070</p>
<p>(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c){1} of this section below apply. (1) In order for sealed bidding to be feasible, the following conditions should be present: (i) A complete, adequate, and realistic specification or purchase description is available; (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and</p>	<p>ORS279B.055 Port rule B.055 ORS 279C.335</p>

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

<p>(v) Any or all bids may be rejected if there is a sound documented reason.</p> <p>(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:</p> <p>1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;</p> <p>(2) Proposals must be solicited from an adequate number of qualified sources;</p> <p>(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;</p> <p>(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and</p>	<p>ORS 279B.060 Port Rule B.060</p>
<p>(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional</p>	<p>ORS 279C.105-125 Port Rule C.110</p>

<p>services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.</p> <p>(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:</p> <p>(1) The item is available only from a single source;</p> <p>(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;</p> <p>(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or</p> <p>(4) After solicitation of a number of sources, competition is determined inadequate.</p>	<p>ORS 279B.075 Port Rule B.075 CRBR.7 CRBR 9.4</p>
<p>200.321 Contracting With Small And Minority Businesses, Women's Business Enterprises, And Labor Surplus Area Firms</p>	<p>Purchasing Manual</p>

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

200.324 Federal Awarding Agency Or Pass-Through Entity Review

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this Part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through

Comply

entity determines that its procurement systems comply with the standards of this Part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

<p>200.323 Contract Cost And Price</p> <p>(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.</p> <p>(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.</p> <p>(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E - Cost Principles. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.</p>	Comply
<p>(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.</p>	Comply
<p>200.318 (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.</p>	Comply

200.325 Contract Provisions

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Comply

200.325 Bonding Requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

ORS 279C.360(5)
ORS 279C.380

a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

20th

day of October

20 20

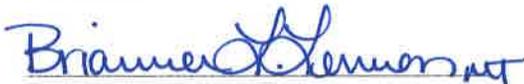
the following, among other proceedings, were had, viz:

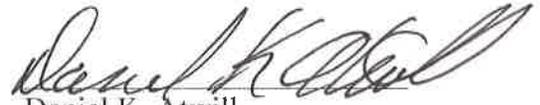
Now on this day, the County Commission of the County of Boone does hereby award Contract 16-30SEP20E – Rent and Mortgage Assistance for Homelessness Prevention to Phoenix Programs, Inc.

Terms of the award are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 20th day of October 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: September 29, 2020
RE: Emergency Purchase Agreement (COVID-19): *16-30SEP20E - Rent and Mortgage Assistance for Homelessness Prevention with Phoenix Programs, Inc.*

Attached for signature is a contract for a non-bid, emergency services contract (COVID-19): *16-30SEP20E - Rent and Mortgage Assistance for Homelessness Prevention.*

This contract will provide service in the following ways:

1. While doing outreach, when Phoenix Programs encounter unsheltered individuals that meet the qualifications set by the contract, they will be able to temporarily shelter them if necessary. During this time, they will put a housing plan in place.
2. The funds will also be utilized to help people that qualify for rent and/or mortgage assistance. They must also meet the qualifications set by CoMO Helps.

Contract is with Phoenix Programs, Inc. Total cost of agreement is \$11,250.00 and will be paid from department 2130 - Community Health/Med (Hospital Lease), account 71100 - Outside Services. There is currently a remaining budget of \$335,477.80.

cc: Contract File



AGREEMENT FOR PURCHASE OF SERVICES
Purchase of Emergency Service Contract (due to COVID-19)
RENT AND MORTGAGE ASSISTANCE FOR HOMELESSNESS PREVENTION

THIS AGREEMENT dated the 20th day of October, 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, hereinafter called "County" and **Phoenix Programs, Inc.** a tax-exempt, not organized for profit organization or governmental entity, hereinafter referred to as Phoenix.

WHEREAS, as part of an amendment to the lease agreement dated December 27, 2006, between Boone County Hospital and Barnes Jewish Christian, the County of Boone receives \$500,000 annually for the purposes of addressing community health needs, as determined by the Boone County Commission.

WHEREAS, the County desires to support the greatest possible level of independence and self-sufficiency of Boone County residents by promoting their physical, mental, and social well-being to cultivate a safe and healthy community.

WHEREAS, Phoenix has submitted a quote to the County detailing the services and other supports to be provided along with the expected costs thereof; and

WHEREAS, the County has approved the quote in whole or in part as hereinafter set forth.

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

FUNDING ALLOCATION FOR SERVICES RENDERED BY PHOENIX

Phoenix is expected to the greatest extent possible to maximize funding from all other sources. Phoenix shall periodically, upon request, furnish to the County information as to its efforts to obtain such other sources of funding. Phoenix shall only request reimbursement for services not reimbursable by any other source. Phoenix shall not invoice the County for units of service invoiced to another funding source. Phoenix shall provide documentation and

assurance to the County that requests for reimbursement from the Community Health Fund (CHF) is not a duplication of reimbursement from any other source of funding.

1. **County Funding Policy.** The County Funding Policy is to be taken as part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** Phoenix will perform the services and carry out the activities as set forth in this agreement. This agreement shall consist of Boone County Emergency Declaration Number **16-30SEP20E** (COVID-19), Phoenix's quote, Tracy McIntyre email, Work Authorization, Insurance Certificate and attached Required Clauses from Federal Emergency Management Agency. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions, and requirements contained in this Agreement shall prevail and control over Phoenix's quote.

3. **Purchase.** The County agrees to purchase from Phoenix and Phoenix agrees to furnish **Rent and Mortgage Assistance for Homelessness Prevention**, as described and in compliance with the attached quote. Services/deliverables shall be provided as outlined in the attached quote and are separate from services provided through Organization's existing agreement through RFP #: 36-13SEP18. The total allowable compensation under this agreement shall not exceed **\$11,250.00** unless compensation for specific identified additional services is authorized and approved by the County in writing in advance of rendition of such services for which additional compensation is requested.

4. **Contract Duration.** This agreement shall commence on the date of contract execution and extend through December 31, 2020 subject to the provisions for termination specified below. Phoenix agrees and understands that the County may require supplemental information to be submitted at the request of the County.

This contract may at the sole discretion of the County and with the agreement of Phoenix be extended for one-month periods by written order of the County. Phoenix agrees and understands that the County may require supplemental information to be submitted by Phoenix prior to any renewal of this agreement.

5. **Billing and Payment.** For the Purchase of Emergency Service Contract, the amount to be reimbursed is up to \$11,250.00 for the purchase of the provision of rent/mortgage assistance for Boone County residents.

All billing shall be invoiced to the County monthly by the 10th of the month following the month for which services were provided. The County agrees to pay all monthly statements within thirty days of receipt of a correct and valid invoice/monthly statement. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of Phoenix, the County agrees to pay interest at a

rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Availability of Funds.** Payments under this contract are dependent upon the availability of funds or as otherwise determined by the County. This contract can be terminated if funding becomes unavailable in whole or in part for cause shown, and the County shall have no obligation to continue payment.

REPORTING, MONITORING, AND MODIFICATION

7. **Reporting.** The County shall utilize this agreement with Phoenix's quote to monitor service delivery and program expenditures. Phoenix agrees to submit to the County a monthly report with the monthly statement. Payments may be withheld from Phoenix if reports designated here are not submitted on time, until such time as the reports are filed and approved. Reporting shall include number of unduplicated individuals served, consumer demographics, and outcomes of homelessness prevention of individuals served.

8. **Audits.** Phoenix also agrees to make available to the County a copy of its annual audit within four months after the close of Phoenix's fiscal year. The audit must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy. The audit is to include a complete accounting for funds covered by this agreement in accordance with generally accepted accounting principles. In addition, the County requires that the management report of any audit as it relates to the County program activities be made available to the County as part of the required audit. Payment may be withheld from Phoenix, if reports designated here are not made available upon request.

9. **Monitoring.** Phoenix agrees to permit the County, the Director of the Community Services Department and any staff of the Community Services Department, or designee of the County to monitor, survey and Phoenix's services, activities, programs, and client records, to determine compliance and performance with this contract, except as prohibited by laws protecting client confidentiality. In addition, Phoenix hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the County or its designee(s) all records, facilities, and personnel, for auditing, inspection, and interviewing, to determine the status of service, activities and programs covered hereunder, expenditure of CHF funds and all other matters set forth in the contract.

10. **Modification or Amendment.** In the event Phoenix requests to make any change, modification, or an amendment to funded services, one-time items, activities, and/or programs covered by this contract, a request of the proposed modification or amendment must be submitted in writing to the Director of Community Services to share with the County for approval. A board resolution from Phoenix may be required with the request. For consideration of a request to modify or amend the contract, requests should be submitted to the Director of the Community Services Department for consideration.

OTHER TERMS OF THIS CONTRACT

11. **Violation of Client Rights.** Any alleged case of a violation of a client's rights in a program funded through the Community Health Fund shall be investigated in accordance with Phoenix's policies and procedures and in accordance with any local/state/federal regulations. Phoenix agrees to notify the County through the Director of Community Services of any such incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify the County of any substantiated allegations. Phoenix must comply with Missouri law regarding confidentiality of client records.

12. **Discrimination.** Phoenix will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply will applicable provisions of federal and state laws, county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

13. **CHF to be used for Services Provided.** Phoenix agrees that the CHF funds shall be used exclusively for the services provided to address community health needs and for administrative costs directly related to Phoenix's provision of such services.

14. **Accreditation/Licensure/Certifications.** Phoenix must comply with all state/federal certification and licensing requirements and all applicable federal, state, and local laws and must remain in "good standing" with the applicable oversight entity.

15. **Conflict of Interest.** Phoenix agrees that no member of its Board of Directors or its employees now has, or will in the future, have any conflict of interest between himself/herself and Phoenix, and this shall include any transaction in Phoenix party, including the subject matter of this contract. Missouri law, as this term is used herein, shall define "Conflict of Interest".

16. **Subcontracts.** Phoenix may enter into subcontracts for components of the contracted service as Phoenix deems necessary within the terms of the contract. All such subcontracts require the written approval of the County or their designated representative. In performing all services under the resulting contract agreement, Phoenix and subcontractor shall comply with all local, state, and federal laws. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

17. **Employment of Unauthorized Aliens Prohibited.** Phoenix agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Phoenix shall require each subcontractor to affirmatively state in its Agreement with Phoenix that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall

also require each subcontractor to provide Phoenix a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

18. **Litigation.** Phoenix agrees that there is no litigation, claim, consent order, settlement agreement, investigation, challenge, or other proceeding pending or threatened against Phoenix or any individual acting on the Phoenix's behalf, including subcontractors, which seek to enjoin or prohibit **Phoenix** from entering into this contract agreement of performing its obligations under this agreement.

19. **Board Ownership.** If Phoenix ceases to be funded by the County or ceases to provide programs and services to address community health needs, pursuant to this contract, all capital equipment, materials, and buildings purchased with CHF funds shall be returned to Boone County unless so otherwise approved by a majority vote of the Phoenix. In addition, if Phoenix no longer uses capital equipment, materials, or buildings purchased with CHF funds for its original intent, Phoenix will need County approval to re-direct the use of such.

20. **Failure to Perform/Default.** In the event Phoenix, at anytime, fails or refuses to perform according to the terms of this contract, as determined by the County, such failure or refusal shall constitute a default hereunder, and the County will be relieved of any further obligation to make payments to Phoenix as set out herein. This contract will be terminated at the option of the County.

21. **Termination.** This Contract may be terminated, with or without cause, by either party upon seven (7) days written notice to the other party. In addition, this agreement may be terminated by the County upon seven (7) days' advance written notice for any of the following reasons or under any of the following circumstances:

a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or

b. The County may terminate this agreement if key personnel providing services are changed such that in the opinion of the County delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specification, or if services are deficient in quality in the sole judgment of the County, or

c. The County may terminate this agreement should Phoenix fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or

d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

Upon receipt of notice of termination, Phoenix shall make every effort to reduce or cancel outstanding commitments and shall incur no additional expenses. The County shall reimburse Phoenix for outstanding expenses incurred up to the date of termination, including

uncancellable obligations and reasonable termination costs, but in no event, will such costs exceed the total funds presently allocated to this Contract.

22. **Insurance Requirements.** Phoenix shall not commence work under this contract until they have obtained all insurance required in this section and such insurance has been approved by the County. All policies shall be in amounts, form, and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

a. **Worker's Compensation and Employers' Liability Insurance:** Phoenix shall take out and maintain during the life of this contract, Worker's Compensation and Employers' Liability Insurance for all their employees employed at the site of work, and in case any work is sublet, Phoenix shall require the subcontractor similarly to provide Worker's Compensation Insurance and Employers' Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Phoenix.

Worker's Compensation and Employers' Liability Insurance coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit.

b. **Comprehensive General Liability Insurance:** Phoenix shall take out and maintain during the life of this contract, such Comprehensive General Liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per limit for any one occurrence covering both bodily injury and property damage, including accidental death. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. Phoenix shall furnish the County with Certificate(s) of Insurance which name the County of Boone – Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory written cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

Phoenix shall provide the County with proof of Comprehensive General Liability and Property Damage Insurance with the County as additional insured, which shall protect the County against any and all claims which might arise as a result of the operations of Phoenix in fulfilling the terms of this contract during the life of the Contract. The minimum limit of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply. Coverage wording shall include hold harmless agreement as written below, subrogation waiver and protection against third party suits to further protect Boone County from liability belonging to Phoenix.

c. **Professional Liability Insurance:** Phoenix is required to carry Professional Liability Insurance with a limit of no less than \$1,000,000.00 and naming Boone County as additional insured.

d. **Commercial Automobile Liability:** Phoenix shall maintain during the life of this contract, Commercial Automobile Liability Insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Phoenix's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

23. **Indemnification.** To the extent permitted under Missouri law, Phoenix agrees to hold harmless, defend and indemnify the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Phoenix (meaning anyone, including but not limited to consultants having a contract with Phoenix or subcontractor for part of the services), or anyone directly or indirectly employed by Phoenix, or of anyone for whose acts Phoenix may be liable in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its negligence.

24. **Publicity by Phoenix.** Phoenix shall notify the County of contact with the media regarding CHF funded programs or profiles of participants in CHF funded programs. Phoenix will acknowledge the County as a funding source whenever publicizing CHF funded program. Phoenix will collaborate with the County to inform the community about the ways its tax dollars are being invested in services and supports. Phoenix agrees to acknowledge the Community Health Fund as a funding source on written and electronic publications including brochures, annual reports, and newsletters.

25. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and Phoenix. The County does not recognize any of the Phoenix's employees, agents, or volunteers as those of the County.

26. **Binding Effect.** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

27. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

28. **Record Retention Clause.** Phoenix shall keep and maintain all records relating to this contract agreement sufficient to verify the delivery of services in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

29. **Notice.** Any written notice or communication to the County shall be mailed or delivered to:

Boone County Purchasing
613 E. Ash Street
Columbia, MO 65201

Any written notice or communication to Phoenix shall be mailed or delivered to:

Phoenix Programs, Inc.
90 E Leslie Lane
Columbia, MO 65202

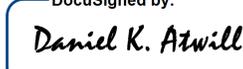
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

Phoenix Programs, Inc.

Boone County, Missouri

By: Boone County Commission

By: 
AFC35BEA672B4BC...
Signature
Teresa Goslin
Executive Director
Printed Name/Title

By: 
BA4B934CED6E4EB...
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:


7D710EAE09D74DD...
County Counselor


81EA4C537698483...
County Clerk

AUDITOR CERTIFICATION: In accordance with RSMo. §50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

 10/8/2020 (2130/71100/\$11,250.00)
Signature Date Appropriation Account

An Affirmative Action/Equal Opportunity Employer

REQUIRED CLAUSES FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

The Federal Emergency Management Agency (FEMA) requires that the following terms and conditions be incorporated in this solicitation and subsequent contract. By submitting a Proposal in response to this solicitation, the vendor acknowledges and agrees to adhere to the specific requirements of these clauses.

ACCESS TO RECORDS

The following access to records requirements applies to the contract:

1. The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required, attached certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making

of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fail SECTION 5 – ATTACHMENTS RFP Number: 18-0905 73

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (\$100K+)

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

ENERGY POLICY AND CONSERVATION ACT

Both parties hereby agree to comply with all 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).

Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

ROYALTIES AND PATENTS

The contractor hereby guarantees that they has full legal right of materials, supplies, equipment, machinery, articles, software or things involved in the contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are, in any way, involved in the contract. It shall be the responsibility of the contractor to pay for all such royalties and costs. The contractor shall hold and save Boone County, Missouri, its officers, agents, servants and employees, harmless from

liability of any kind or nature, including reasonable attorney's fees, for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract. During the pendency of any claim against contractor of County with respect to contractor's ownership and/or authority, the County may withhold payment of any sums otherwise required to be paid hereunder.

CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION

- a. The contractor agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the contractor in furtherance of this contract shall be the property of the County. The contractor shall take such action as is necessary under law to preserve such property rights of the County while such property is within the control and/or custody of the contractor. By this contract, the contractor specifically waives and/or releases to the County any cognizable property right of the contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, responses, et cetera.
- b. The contractor understands and agrees that data, materials, and information disclosed to contractor may contain confidential and protected data. Therefore, the contractor promises and assures that data, material, and information gathered, based upon or disclosed to the contractor for the purpose of this contract, shall not be disclosed to others or discussed with other parties without the prior written consent of the County.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request . of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the vendor must certify the following, as required by the regulations implementing Executive Order 12549. Contractor's certification is a material representation upon which the contract award was based.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DHS SEAL, LOGOS AND FLAGS

The contractor shall not use the DHS seals, logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

EQUAL EMPLOYMENT OPPORTUNITY (\$10K+)

For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with 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 Regulations (41 CFR Chapter 60).

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another

employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as SECTION 5 – ATTACHMENTS RFP Number: 18-0905 76 provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to the contract.

COPELAND "ANTI-KICKBACK" ACT (for all construction and repair)

For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

DAVIS-BACON ACT (Construction \$2K+)

Applicability of Davis-Bacon Act - The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - (construction, \$2K+; employment of mechanics/laborers, \$2,500+)

For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

REMEDIES

The County shall have all rights and remedies afforded under the U.C.C. and Missouri law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

TERMINATION

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in

progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

Termination for Convenience - The County may terminate the Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

Termination for Cause - In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years - If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

CHANGES

Alterations, amendments, changes, modifications or additions to the contract shall not be binding on the County without prior written approval.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

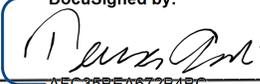
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DocuSigned by:

AFC33BEA672B4BC...
Contractor Signature

10/1/2020
Date

CoMoHelps COVID-19 Fund - Request for Applications for Funds from Organizations

#68

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Sunday, August 30, 2020 4:36:25 PM
Last Modified: Sunday, August 30, 2020 5:35:35 PM
Time Spent: 00:59:10
IP Address: 104.166.232.84

Page 1: About the CoMoHelps COVID-19 Fund

Q1

Are you completing this application for an organization or an individual?

I am completing this application on behalf of an organization.

Page 2: COVID-19 Fund Application

Q2

Contact Information for COVID-19 Funds Application

Name	Danielle E. Ryals
Organization	Phoenix Programs, Inc.
Address	90 E. Leslie Lane
City/Town	Columbia
State/Province	MO
ZIP/Postal Code	65202
Email Address	dryals@phoenixprogramsinc.org
Phone Number	5736450698

Q3

Please briefly describe your organization, its mission/purpose, legal status (e.g. LLC, 501 (c)3, etc.), and your service area.

Phoenix Programs, Inc. is a 501(c)3 nonprofit substance abuse treatment agency located in the City of Columbia, Boone County, Missouri. Our mission is to provide effective treatment for those seeking recovery from drug and alcohol addiction. We serve the entire county of Boone, as well as surrounding areas and throughout the state.

Q4

Please categorize your funding request.

Funding for services (for example: food distribution, grocery shopping and delivery, home delivered meals, etc.)

CoMoHelps COVID-19 Fund - Request for Applications for Funds from Organizations

Q5

Please describe the need for funding in relation to the pandemic. Please be detailed and include the time frame of your observation (for example: we've seen an increase in requests for financial assistance related to COVID-19 job losses since March 20, 2020; due to social distancing measures which required us to close our doors to business we've seen a 75% drop in revenue (y-t-d) as of March 20, 2020).

Persons who are homeless, at risk of homelessness or with very low incomes are in need of intensive case management to get them connected to supportive services and resources in order to help them obtain and/or maintain affordable housing and increase their income levels. There are approximately 7,430 single person households at 80% Area Median Income (AMI) or below who are 30% cost burdened and 5,030 who are 50% cost burdened placing them at risk of homelessness. Due to the ongoing pandemic and the subsequent reduction and fragmentation of services and the growing scarcity of resources in the community (especially the lack of affordable housing), some form of case management needs to be used in order to help individuals and families navigate community social services and get them connected to affordable and stable housing.

Q6

Have you met the need to-date? If so, how? If not, what are the barriers?

We have met the need to date, however significant modifications and a scarcity of resources still exists within the homeless population. COVID-19 has created significant barriers due to a decrease in availability of resources and an increase in the need for resources.

Q7

Answer as applicable: Using the Boone County Taxonomy of Services (updated on November, 2019), please list the service(s) need the COVID-19 funds will help meet, followed by the number of unduplicated individuals covered in your request for that service (for example: food distribution, 50; grocery shopping and delivery, 50; home delivered meals, 25). The taxonomy provides definitions to common terms for shared understanding.

Service 1

5.15 Rental Assistance

Q8

Respondent skipped this question

Answer as applicable: Please describe needs for funds related to adapting service delivery and operations to mitigate the spread of COVID-19 (for example: technology to enable remote work).

Q9

Answer as applicable: How many total unduplicated individuals will be served by this request? (estimate)

40

Q10

What is the total dollar amount of your request?

\$40,000

CoMoHelps COVID-19 Fund - Request for Applications for Funds from Organizations

Q11

Please provide a budget narrative for this fund request. The budget narrative will include a unit measure, cost, and count for each service or item described above (for example: 10 software licenses @\$25/ea, 100 meals @\$7/meal).

\$1000 per person x 40 individuals

From: [Tracy McIntyre](#)
To: [Steve Hollis](#); [Danielle Ryals](#); [Rhiannon Ross](#)
Cc: [Joanne Nelson](#); [Andrew Grabau](#); [John Baker](#); [Erik Morse](#); [Kristin Cummins](#)
Subject: Re: Phoenix Programs CoMoHelps Request
Date: Friday, September 04, 2020 5:19:53 PM
Attachments: [Outlook-vbxvon1r.png](#)

Hello everyone,

I wanted to clear up a few questions a few people had. The request Danielle put in for CoMO Helps Emergency Shelter Funds will not be used for case management. Case management is something already provided by us as Community Support Workers.

This funding will be used for a couple of things.

1. While doing outreach, when we encounter unsheltered folks that meet the qualifications set by this body, we will be able to temporarily shelter them if necessary. During this time, we can work put a housing plan in place.
2. The funds will also be utilized to help people that qualify for rent and/or mortgage assistance. They must also meet the qualifications set by CoMO Helps.

Our team, CHOT, is concerned about the winter quickly approaching and are hoping to continue to get as many people off the streets as possible and/or help keep folks off the street. We are aware that many people are still being affected financially by COVID-19. We feel the need may increase now that some parents are going to be forced to make bigger changes within their households in order to help their children's education.

I do not know how to pull the report from HMIS, but I can email Jayna and ask her to send it to you. If you have any more questions, or need any other information, please let me know.

I greatly appreciate you taking the time to consider this funding for our agency.

Thank you,

[Tracy McIntyre](#)

Lead ESG Community Support Worker



From: Steve Hollis <Steve.Hollis@como.gov>
Sent: Wednesday, September 2, 2020 2:17 PM
To: Danielle Ryals <dryals@phoenixprogramsinc.org>; Rhiannon Ross <rross@phoenixprogramsinc.org>; Tracy McIntyre <tmcintyre@phoenixprogramsinc.org>
Cc: Joanne Nelson <jnelson@boonecountymo.org>; Andrew Grabau <agrabau@uwheartmo.org>; John Baker <jdbaker@cfcmfoundation.org>; Erik Morse <emorse@veteransunited.com>; Kristin Cummins <KCummins@boonecountymo.org>
Subject: Phoenix Programs CoMoHelps Request

I am writing on behalf of CoMoHelps, a collaborative effort of Boone County, City of Columbia, Community Foundation of Central Missouri, Heart of Missouri United Way, and Veterans United Foundation. All partners are copied on this email.

The CoMoHelps partners have been considering the proposal from Phoenix Programs for housing assistance and we have identified several issues which require further discussion.

- The proposal provides information about case management, but no information is included about the housing assistance to be provided. Please provide more detail about the services for which funding is being requested, including who will be served. Please also indicate if the proposal is for rental assistance only, or if it includes hotel/motel assistance.
- Please provide a report from HMIS on the prior CoMohelps allocation utilization.

Please provide your responses in a reply all respond to this email. Thank you.

Steve Hollis, Human Services Manager
Division of Human Services
Columbia/Boone County Department of Public Health and Human Services
1005 W. Worley St.
Columbia, MO 65203
V 573.874.7352
steve.hollis@como.gov



CONFIDENTIALITY STATEMENT

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From: [Joanne Nelson](#)
To: [Kristin Cummins](#)
Cc: [Megan Corbin](#)
Subject: FW: Phoenix Programs
Date: Friday, September 11, 2020 9:27:27 AM
Attachments: [image002.png](#)

Can we get together and put a contract together to fund our portion?

Joanne Nelson

She/her/hers

Director

Boone County Community Services Department

605 E. Walnut, Ste. A

Columbia, MO 65201

Phone: 573-886-4298

www.showmeboone.com



**Boone County
Children's Services Fund**

From: Steve Hollis <Steve.Hollis@como.gov>

Sent: Friday, September 11, 2020 9:03 AM

To: Andrew Grabau <agrabau@uwheartmo.org>; John Baker <jdbaker@cfcfoundation.org>; Erik Morse <emorse@veteransunited.com>; Joanne Nelson <JNelson@boonecountymo.org>

Subject: Phoenix Programs

CFCM= \$7,500

Boone County= \$11,250

VUF= \$10,000

HMUW= \$11,250

Steve Hollis, Human Services Manager

Division of Human Services

Columbia/Boone County Department of Public Health and Human Services

1005 W. Worley St.

Columbia, MO 65203

V 573.874.7352

steve.hollis@como.gov



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ATTACHMENT C

**WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

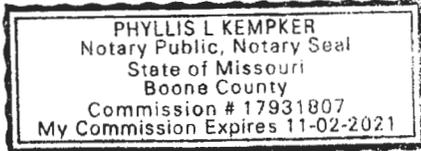
County of Boone)
) ss
State of Missouri)

My name is Teresa Goslin. I am an authorized agent of Phoenix Programs, Inc (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Teresa Goslin 7/2/19
Affiant Date
Teresa Goslin
Printed Name

Subscribed and sworn to before me this 2nd day of July, 2019.



Phyllis L Kempker
Notary Public

Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.



Company ID Number: 304583

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **Phoenix Programs, Inc.**

Judy Prevo

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/16/2010

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/16/2010

Date



Company ID Number: 304583

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Phoenix Programs, Inc.

Company Facility Address: 90 E. Leslie Lane

Columbia, MO 65202

Company Alternate
Address:

County or Parish: BOONE

Employer Identification

Number: 431047634

North American Industry
Classification Systems

Code: 624

Parent Company: _____

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)

E-Verify



Company ID Number: 304583

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Judy A Prevo	Fax Number:	(573) 442 - 8095
Telephone Number:	(573) 875 - 8880 ext. 2143		
E-mail Address:	jprevo@phoenixprogramsinc.org		

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 20

In the County Commission of said county, on the 20th day of October 20 20

the following, among other proceedings, were had, viz:

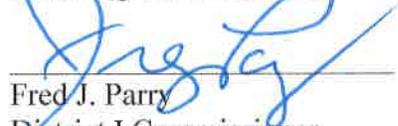
Now on this day, the County Commission of the County of Boone does hereby approve the attached Quit Claim Deed relating to the transfer of a portion of the former Coats Lane to the City of Columbia to facilitate the City of Columbia's trail development. The Presiding Commissioner is authorized to execute the Quit Claim Deed on behalf of Boone County and the County Counselor is authorized to deliver said deed.

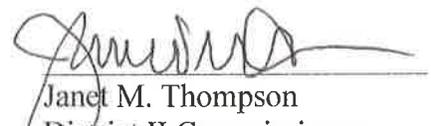
Done this 20th day of October 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

QUITCLAIM DEED

THIS INDENTURE, made on this 20th day of October, 2020, by and between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through its County Commission, herein **GRANTOR**, and **City of Columbia**, a political subdivision, herein **GRANTEE**. Grantee's mailing address: City of Columbia, 701 E Broadway, PO Box 6015, Columbia, MO 65205.

WITNESSETH, GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to it by GRANTEE, the receipt of which is hereby acknowledged, does by these presents REMISE, RELEASE, and FOREVER QUIT CLAIM unto GRANTEE and its successors and assigns the following described lots, tracts, or parcels of land lying, being, and situated in Boone County, Missouri, to wit:

See attached Exhibits A and B.

TO HAVE AND TO HOLD the described premises, with all the rights, privileges, appurtenances, and immunities thereto belonging, unto GRANTEE and unto its successors and assigns forever; so that neither GRANTOR nor GRANTOR's heirs and assigns, nor any other person or persons for whom or in whose name or behalf shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed the day and year above written.

Boone County, Missouri

By:



Daniel K. Atwill, Presiding Commissioner

Attest:



Brianna L. Lennon, County Clerk

STATE OF MISSOURI)
)ss
COUNTY OF BOONE)

On this 20th day of October, 2020, before me, a Notary Public in and for said state, personally appeared Daniel K. Atwill, known to me to be the person described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that he executed the same as Presiding Commissioner of the County of Boone, State of Missouri, as an authorized signatory of the County Commission, for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.



Paula Freeman
Notary Public

STATE OF MISSOURI)
)ss.
COUNTY OF BOONE)

On this 20th day of October, 2020, before me, a Notary Public in and for said state, personally appeared Brianna L. Lennon, known to me to be the person described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that she executed the same as County Clerk of the County of Boone, State of Missouri, as authorized by official action of the County Commission, for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.



Paula Freeman
Notary Public

Exhibit A

DESCRIPTION CENTERLINE OLD COATS LANE ROADBED – BOONE COUNTY
FOR COLUMBIA PARKS AND RECREATION
JOB #200540

SEPTEMBER 18, 2020

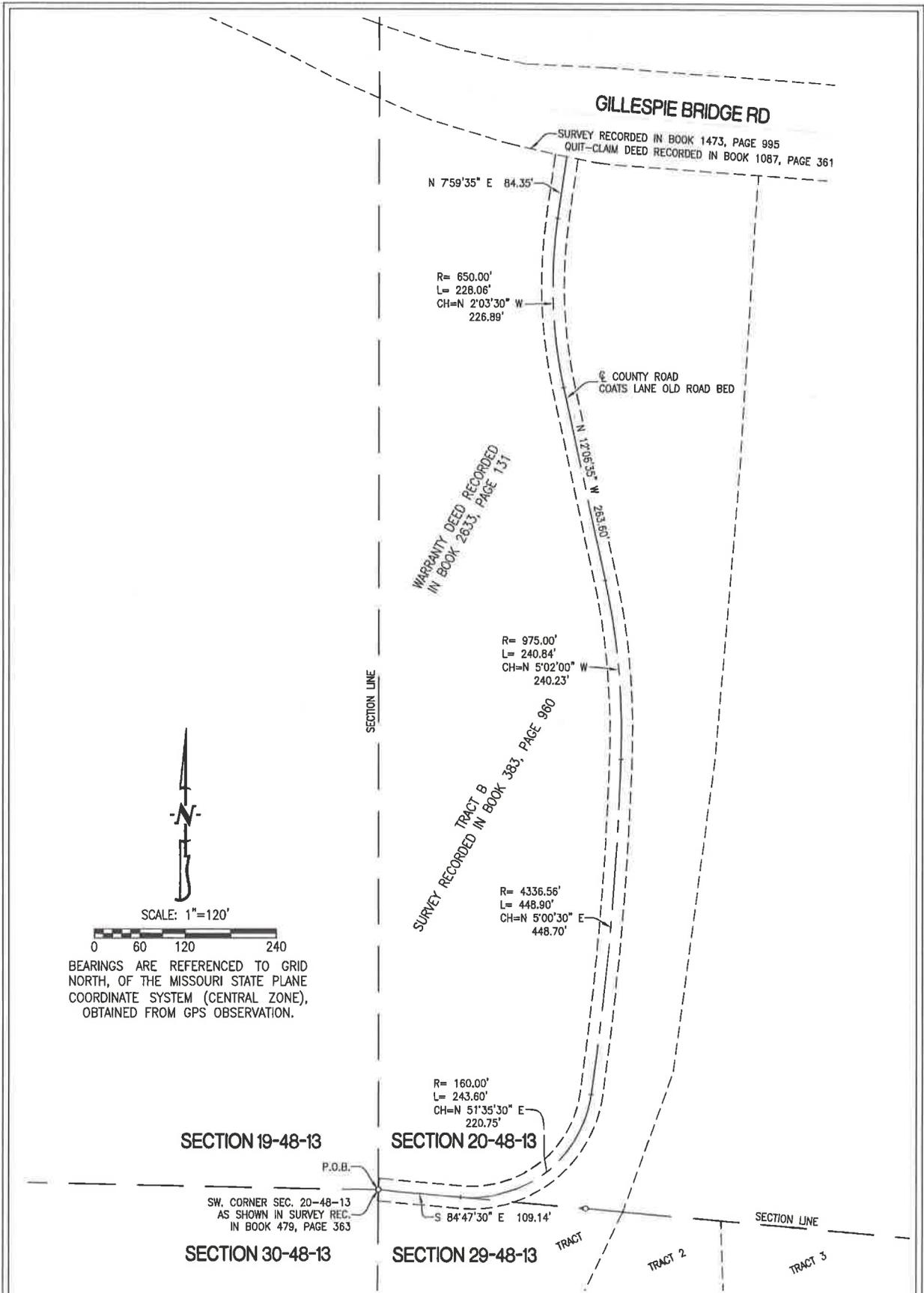
A STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 29 AND THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 48 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 2633, PAGE 131 AND ALSO BEING PART OF TRACT B OF THE SURVEY RECORDED IN BOOK 383, PAGE 960 AND BEING THE CENTERLINE OF THE COUNTY ROAD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 20, AS SHOWN IN THE SURVEY RECORDED IN BOOK 479, PAGE 363 SAID CORNER LOCATED IN THE CENTERLINE OF SAID OLD COUNTY ROADBED; THENCE FROM THE POINT OF BEGINNING AND WITH THE SOUTH LINE OF SAID SECTION AND THE CENTERLINE OF SAID ROADBED, SAID STRIP BEING 30.00 FEET WIDE AND LYING 15 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE, S 84°47'30"E, 109.14 FEET; THENCE LEAVING SAID SOUTH LINE AND CONTINUING WITH THE CENTERLINE OF SAID ROADBED, 243.60 FEET ALONG A 160.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD N 51°35'30"E, 220.75 FEET; THENCE 448.90 FEET ALONG A 4336.56-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD N 5°00'30"E, 448.70 FEET; THENCE 240.84 FEET ALONG A 975.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD N 5°02'00"W, 240.23 FEET; THENCE N 12°06'35"W, 263.60 FEET; THENCE 228.06 FEET ALONG A 650.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD N 2°03'30"W, 226.89 FEET; THENCE N 7°59'35"E, 84.35 FEET TO THE SOUTH RIGHT OF WAY LINE OF GILLESPIE BRIDGE ROAD AS SHOWN IN THE SURVEY RECORDED IN BOOK 1473, PAGE 995 AND DESCRIBED BY THE QUIT-CLAIM DEED RECORDED IN BOOK 1087, PAGE 361 AND THE END OF THIS DESCRIBED CENTERLINE.


DAVID T. BUTCHER, PLS-2002014095
9/18/2020
DATE



 CROCKETT ENGINEERING CONSULTANTS 1000 W. Nifong Blvd. Building 1 Columbia, Missouri 65203 (573) 447-0292 www.crockettengineering.com	CORPORATE NUMBER 2000151304	CENTERLINE OLD COATS LANE - BOONE COUNTY SW QUARTER, SECTION 20, TOWNSHIP 48 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI
	DATE: 9/18/2020	
	PROJECT: 200540	



CROCKETT
ENGINEERING CONSULTANTS
1000 W. Nilong Blvd., Building 1
Columbia, Missouri 65203
(573) 447-0292
www.crockettengineering.com

CORPORATE NUMBER:
2000151304

DATE: 9/18/2020

SCALE: 1"=120'

PROJECT: 200540

DRAWN BY: KWF/DTB

CENTERLINE OLD COATS LANE

ROAD EXHIBIT
SW QUARTER SECTION 20, TOWNSHIP 48
NORTH, RANGE 13 WEST
BOONE COUNTY, MISSOURI

ADDRESS:

Exhibit B

DESCRIPTION CENTERLINE HUNT ROAD – BOONE COUNTY
FOR COLUMBIA PARKS AND RECREATION
JOB #200540

OCTOBER 2, 2020

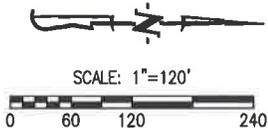
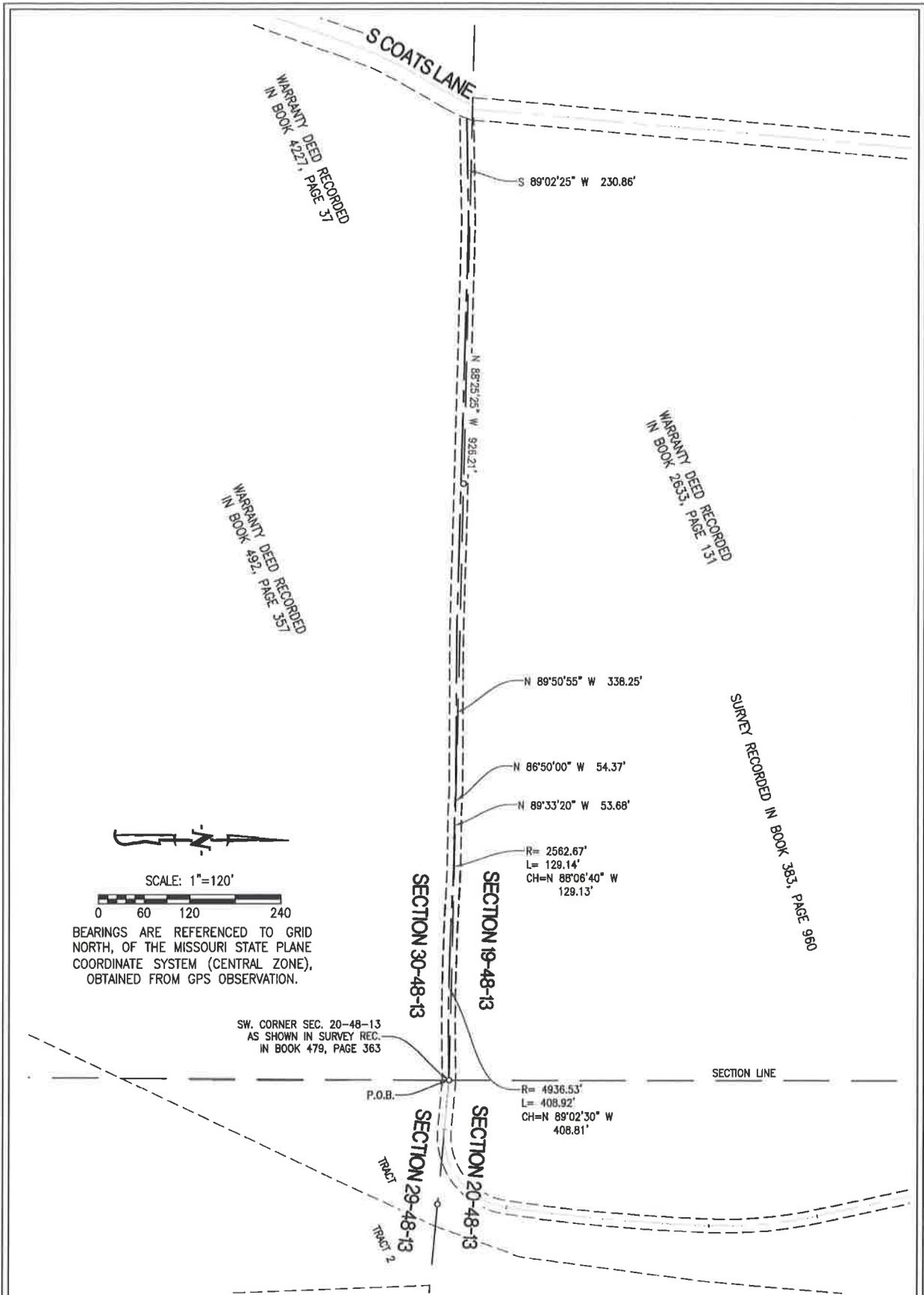
A STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 30 AND THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 48 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEEDS RECORDED IN BOOK 3171, PAGE 86; BOOK 492, PAGE 357; BOOK 4277, PAGE 37 AND ALSO BEING PART OF THE SURVEYS RECORDED IN BOOK 383, PAGE 960, BOOK 4275, PAGE 106, BOOK 479, PAGE 363 AND BEING THE CENTERLINE OF THE COUNTY ROAD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 19, AS SHOWN IN THE SURVEY RECORDED IN BOOK 479, PAGE 363 SAID CORNER LOCATED IN THE CENTERLINE OF SAID OLD COUNTY ROADBED; THENCE FROM THE POINT OF BEGINNING AND WITH THE CENTERLINE OF SAID ROADBED, SAID STRIP BEING 30.00 FEET WIDE AND LYING 15 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE, 408.92 FEET ALONG A 4936.53-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD N 89°02'30"W, 408.81 FEET; THENCE 129.14 ALONG A 2562.67-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N 88°06'40"W, 129.13 FEET; THENCE N 89°33'20"W, 53.68 FEET; THENCE N 86°50'00"W, 54.37 FEET; THENCE N 89°50'55"W, 338.25 FEET; THENCE N 88°25'25"W, 926.21 FEET; THENCE S 89°02'25"W, 230.86 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COATS LANE AND THE END OF THIS DESCRIBED CENTERLINE.


DAVID T. BUTCHER, PLS-2002014095
10/14/2020
DATE



CROCKETT ENGINEERING CONSULTANTS 1000 W. Nifong Blvd. Building 1 Columbia, Missouri 65203 (573) 447-0292 www.crockettengineering.com	CORPORATE NUMBER 2000151304	CENTERLINE HUNT ROAD – BOONE COUNTY
	DATE: 10/2/2020	SE QUARTER, SECTION 19, TOWNSHIP 48 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI
	PROJECT: 200540	



BEARINGS ARE REFERENCED TO GRID NORTH, OF THE MISSOURI STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE), OBTAINED FROM GPS OBSERVATION.

SW CORNER SEC. 20-48-13 AS SHOWN IN SURVEY REC. IN BOOK 479, PAGE 363

P.O.B.

CROCKETT
 ENGINEERING CONSULTANTS
 1000 W. Nifong Blvd., Building 1
 Columbia, Missouri 65203
 (573) 447-0292
 www.crockettengineering.com

CORPORATE NUMBER: 2000161304	
DATE: 10/02/2020	SCALE: 1" = 120'
PROJECT: 200540	DRAWN BY: IWC/DTB

CENTERLINE HUNT ROAD
ROAD EXHIBIT
SW QUARTER SECTION 30 AND SE QUARTER SECTION 19, TOWNSHIP 48 NORTH, RANGE 13 WEST BOONE COUNTY, MISSOURI
ADDRESS:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

20th

day of

October

2020

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Courthouse Plaza by the Air Force ROTC on November 6, 2020 from 9:00 am to 1:00 pm on November 7, 2020.

Done this 20th day of October 2020.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: Air Force ROTC

Address: 918 Tiger Avenue

City: Columbia State: MO ZIP Code: 65211

Phone: 573.882.7621 Website: _____

Individual Requesting Use: Gabrielle Sapienza

Position in Organization: Cadet

Address: 2400 E. Nitong Blvd. Apt. 1610

City: Columbia State: MO ZIP Code: 65201

Phone: 314.445.9557 Email: gesmcb@mail.missouri.edu

Event: Veteran's Day Vigil Shifts

Description of Use (ex. Concert, speaker, 5K): Veteran's Vigil

Date(s) of Use: 11/6/20 - 11/7/20

Start Time of Setup: 11/6 9:00 AM PM

Start Time of Event: 11/6 11:00 AM PM (If start times vary for multiple day events, please specify)

End Time of Event: 11/7 11:00 AM PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 11/7 1:00 AM PM

Emergency Contact During Event: Gabrielle Sapienza Phone: 314.445.9557

Will this event be open to the public? Yes No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: _____

How many attendees (including volunteers) do you anticipate being at your event? 4 every 2 hours

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application.

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees):

Will the majority of attendees be under the age of 18? Yes No

If yes, please note the number of adult supervisors in attendance: ___ # adults per ___ # minors

Will you need access to electricity? Yes No (electrical outlet)

Will you be using amplifiers? Yes No

Will you be serving food and/or non-alcoholic drinks? Yes No

If yes, will you be **selling** food and/or non-alcoholic drinks? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will you be serving alcoholic beverages? Yes No

If yes, will you be **selling** alcoholic beverages? Yes No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: _____

County Liquor License Number: _____

City Liquor License Number: _____

Will you be selling non-food items? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will outside vendors be selling food, beverages or non-food items at this event? Yes No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure? Yes No

If yes, what road(s) and/or sidewalk(s)? sidewalk between columns & grass
sidewalk SE of courthouse (4 way)

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames? Yes No

If yes, please provide the Columbia Fire Department Special Events Permit Number: _____

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?

Yes No

If yes, please provide the following:

Security Company: _____

Contact Person Name and Position: _____

Phone: _____ Email: _____

Will you be using portable toilets for your event? Yes No

**Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

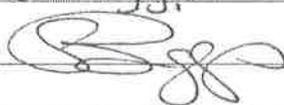
If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

A deposit is required for use of the Boone County Courthouse Plaza. Please refer to the Boone County Courthouse Plaza Rules and Regulations for the deposit fee schedule. Boone County Facilities Maintenance Staff will inspect the Courthouse Plaza before and after each event. If staff finds the Courthouse Plaza is left the condition in which it was found, the deposit will be refunded to the organization. Please indicate below to whom the refund check should be issued:

Name/Organization: Flying Tigers Affinity
Address: 918 Tiger Ave
City: Columbia State: MO ZIP Code: 65211

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: Sandra Briggs Assistant to the Chair
Address: 918 Tiger Ave, Rm 217
Phone Number: 573-882-7621 Date of Application: 9 October 2020
Email Address: sbriggs@missouri.edu
Signature: 

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI


County Clerk


County Commissioner

DATE: 10.20.20