



*Cobb County...Expect the Best!*

**COBB COUNTY PROCUREMENT SERVICES DEPARTMENT**

122 Waddell Street, NE  
Marietta, Georgia 30060  
(770) 528-8400 /Fax: (770) 528-8428  
Email: [procurementservices@cobbcounty.org](mailto:procurementservices@cobbcounty.org)  
[www.cobbcounty.org/procurement-services](http://www.cobbcounty.org/procurement-services)

**IMPORTANT NOTICE – PLEASE READ CAREFULLY!!**

ALL proposals **MUST** be received at the Cobb County Procurement Services Department.

**PROPOSALS MUST BE RECEIVED BEFORE 12:00 (NOON) ON CLOSING DAY**

Any proposal received later than 12:00 (noon) will not be accepted. The County accepts no responsibility for delays in the mail. Proposals are to be mailed or delivered to:

**COBB COUNTY PROCUREMENT SERVICES DEPARTMENT  
122 WADDELL STREET, NE  
MARIETTA, GA 30060**

All proposals shall be submitted on the Proposal Form. Any revisions made on the outside of the envelope **WILL NOT** be considered.

**PLEASE CHECK proposal specifications and advertisement for document requirements.**

Documents/Forms listed below **MUST** be submitted when required.  
Omission of these documents /forms will cause your bid/proposal to be declared **NON-RESPONSIVE**.

**PROPOSAL SUBMITTAL FORM (REQUIRED)**

- Official Signature is required on this form guaranteeing the quotation.

**CONTRACTOR AFFIDAVIT and AGREEMENT – Exhibit A (REQUIRED)**

- Affidavit **MUST** be signed, notarized and submitted with any proposal requiring the performance of physical services  
If the affidavit is not submitted at the time of the proposal, proposal will be determined non-responsive and will be disqualified.

**BID BOND (NOT REQUIRED)**

A “SEALED PROPOSAL LABEL” has been enclosed to affix to your proposal. This label **MUST** be affixed to the outside of the envelope or package, **even if it is a “NO PROPOSAL” response**. Failure to attach the label may result in your proposal being opened in error or not routed to the proper location for consideration. No proposal will be accepted after the date and time specified.

**Thank you in advance for your cooperation.**



## PROPOSAL SUBMITTAL FORM

### SUBMIT PROPOSAL TO:

Cobb County Procurement Services Department  
122 Waddell Street NE  
Marietta, GA 30060

**SEALED PROPOSAL #: 24-6814**

### **Request for Proposals**

**Public Safety and Community Resilience Products, Services and Solutions  
Cobb County Procurement Services Department**

**DELIVERY DEADLINE: March 21, 2024 BEFORE 12:00 P.M. (NOON) EST**  
**(NO PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

Proposal Closing Date: March 21, 2024 @ 2:00 P.M. in the Cobb County Procurement Services Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

### **BUSINESS NAME AND ADDRESS INFORMATION:**

COMPANY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

### **NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:**

PRINT/TYPE NAME \_\_\_\_\_ TITLE \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

PROPOSER WILL INDICATE TIME PAYMENT DISCOUNT: \_\_\_\_\_

PROPOSER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN PROPOSAL SPECIFICATIONS)

\_\_\_\_\_

### **SIGNATURE OF OFFICER ABOVE:**

\_\_\_\_\_  
(SIGNATURE)

Proposals received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all proposals, to waive informalities, to reject portions of the proposal, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the State of Georgia.

The enclosed (or attached) proposal is in response to Sealed Proposal Number **24-6814**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned proposer. This offer shall remain open for acceptance for a period of 90 calendar days from the proposal opening date, as set forth in this invitation to proposal unless otherwise specified in the proposal documents.

**NOTICE TO PROPOSERS - PROPOSAL QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES**

## **SEALED PROPOSAL LABEL**

### **SEALED PROPOSAL ENCLOSED**

#### **DELIVER TO:**

**Cobb County Procurement Services  
122 Waddell Street NE  
Marietta, GA 30060**

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**SEALED PROPOSAL # 24 - 6814      DATE: March 21, 2024**

**PROPOSALS MUST BE RECEIVED BEFORE 12:00 P.M. (NOON)**

**DESCRIPTION: Public Safety and Community Resilience Products,  
Services and Solutions**

**VENDOR: \_\_\_\_\_**

***LABEL MUST BE ATTACHED TO OUTSIDE OF PROPOSAL  
PACKAGE***



*Cobb County...Expect the Best!*

**"STATEMENT OF NO PROPOSAL"**

COBB COUNTY PROCUREMENT SERVICES DEPARTMENT  
122 WADDELL STREET NE  
MARIETTA, GA 30060

TO ALL PROSPECTIVE VENDORS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail proposals to those vendors who may no longer be interested in participating in our Request for Proposals (RFP) process.

If you do not choose to respond to the attached RFP, please fill out the form below indicating if you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a proposal or by returning this form) over a period of one year may be removed from the current vendor list.

**Vendors who do not wish to submit a proposal will often return the entire solicitation packet. This is not necessary, and you can return this completed form to [procurementservices@cobbcounty.org](mailto:procurementservices@cobbcounty.org).**

Thank you for your cooperation.  
Cobb County Procurement Services Department

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**"STATEMENT OF NO PROPOSAL"**

**Sealed Proposal # 24-6814**

**Request for Proposals**

**Public Safety and Community Resilience Products, Services and Solutions**

**Cobb County Procurement Services Department**

If you do not wish to respond to the attached Request for Proposals, **please complete this form and send to [procurementservices@cobbcounty.org](mailto:procurementservices@cobbcounty.org) or by Fax to 770-528-8428**

I do not wish to submit a proposal on this solicitation.

**I wish to be retained on the vendor list for this commodity and/or service: Yes \_\_\_\_\_ No \_\_\_\_\_**

Please PRINT the following:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Representative

You are invited to list reasons for your decision not to submit a proposal: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



*Cobb County...Expect the Best!*

## **REQUEST FOR PROPOSALS**

**Sealed Proposal # 24-6814**  
**Public Safety and Community Resilience Products, Services and Solutions**  
**Cobb County Procurement Services Department**

**Proposal Closing Date: March 21, 2024**

**Pre-Proposal Conference: February 26, 2024 @ 2:00 PM (E.S.T.)**  
**Meeting Link:**

<https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m0ff474b4d95d756fa3a6a138624886db>

**Meeting Number (access code): 2312 70102450**

**Meeting password: XbSXuFWP339**

**Call-in Number: 415-655-0003**

Proposals Are Received in the Cobb County Procurement Services Department  
122 Waddell Street NE  
Marietta, GA 30060

**Before 12:00 P.M. (Noon) By the Proposal Closing Date**

Proposal Will Be Opened in the Cobb County Procurement Services Department at 2:00 pm  
122 Waddell Street NE  
Marietta, GA 30060

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, 1 COPY, AND 5 IDENTICAL ELECTRONIC  
COPY ON FLASH DRIVE(S) OF PROPOSAL  
(UNLESS OTHERWISE SPECIFIED IN PROPOSAL SPECIFICATIONS)**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL \_\_\_\_\_

**NOTE:** The Cobb County Procurement Services Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposals or subsequent addenda thereto received from a source other than the Cobb County Procurement Services Department.



SOLICITATION BY

Cobb County, Georgia

Public Safety and Community Resilience

Products, Services and Solutions

RFP #24-6814

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ON BEHALF OF ITSELF AND OTHER GOVERNMENT

AGENCIES AND MADE AVAILABLE THROUGH

**PUBLIC PROMISE PROCUREMENT**

*Powered by NACo*

## **PUBLIC PROMISE PROCUREMENT REPRESENTATIONS AND CONVENANTS**

### **A. Overview**

Public Promise Procurement (hereinafter, “P.P.P.”) is a National Association of Counties (hereinafter, “NACo”) program to help Participating Public Agencies acquire Goods and Services efficiently and cost effectively through strategic sourcing that harnesses the power of state and local government purchasing nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by a well-respected public agency (hereinafter, “Lead Public Agency” or “LPA”). The contracts are available for use by the Lead Public Agency and, also, by other Participating Public Agencies.

NACo is a non-profit membership organization that represents 40,000 county elected officials and 3.6 million county staff. Learn more about [NACo here](#).

### **B. Lead Public Agency**

Cobb County, (herein “Lead Public Agency” or “County”) 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 acting as the Lead Public Agency for this solicitation to enter into a Master Agreement for Public Safety and Community Resilience Products, Services & Solutions.

### **C. Procurement Advisory Committee**

The Public Promise Procurement Advisory Committee, (hereinafter, “Procurement Advisory Committee” or “PAC”) is made up of public procurement organizations from all across the United States. The PAC members representing these organizations actively participate in the development of solicitations and evaluation of proposals, and they serve as Lead Public Agencies that issue solicitations and administer awarded contracts on behalf of the program.

### Current Procurement Advisory Committee Members

**Megan A. Perry-Balonier**

**Franklin County, Ohio**

Director, Purchasing Department

**Stephanie D. Brice, CPPO, CPPB, NIGP-CPP**

**Cobb County, Georgia**

Deputy Director, Procurement Services

**Eric J. Carlson**

**Douglas County, Nebraska**

Purchasing Agent

**Patrick Flanary**

**Wake County, North Carolina**

Chief Financial Officer

**James Foley**

**Maricopa County, Arizona**

Deputy Chief Procurement Officer

**Mike Frosch**

**Dallas County, Texas**

Director, Purchasing

**Adam Manne, MBA, CPPO, VCO, CPM**

**City of Baltimore, Maryland**

Chief Procurement Officer

**Maria Miles**

**Guilford County, North Carolina**

MWBE Program Director

**Gilbert Odonkor, AIA-CDT, MBA**

**Hennepin County, Minnesota**

Manager of Construction Procurement

**Jack Pellegrino, NIGP-CPP, CPPO, CPCM**

**San Diego County, California**

Director, Department of Purchasing and Contracting

**Lee Ann Pender, CPPO**

**Fairfax County, Virginia**

Chief Procurement Officer

**Gerald Reiner, Jr.**

**Bergen County Utilities Authority**

Purchasing Manager

**Felicia Strong-Whitaker, CPPO, MCA**

**Fulton County, Georgia**

Chief Purchasing Agent

#### **D. Participating Public Agencies**

There are approximately 95,000 public agencies eligible for this program. Each Public Agency Participant enters into a Master Intergovernmental Cooperative Purchasing Agreement (hereinafter, "MICPA") outlining the terms and conditions allowing access to the Lead Public Agency's Master Agreement(s). Under the terms of the MICPA, the procurement by the Public Agency Participant will be construed to be in accordance with, and governed by, the laws of the state in which the Public Agency Participant is located. A copy of the MICPA is attached as Appendix 1.



The Lead Public Agency 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.

#### E. 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 Public Promise Procurement Advisory Committee members, and current estimates of sales for this classification of Products and Services within state and local government. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Cobb County along with the Public Promise Procurement Advisory Committee Members are committed to utilizing the Master Agreement. The Advisory Committee members shall determine if the Master Agreement is of value to their agency and will promote the Master Agreement among other public agencies nationwide.

#### F. Evaluation of Proposals and Contract Award

- i. Proposals will be evaluated by the LPA in accordance with, and subject to, this Request for Proposals, ("RFP") and the relevant statutes, ordinances, rules, and regulations that govern its procurement practices.
- ii. Public Promise Procurement Advisory Committee members and other Participating Public Agencies may provide technical assistance to the LPA in evaluating proposals, however the decision to award lies solely with the LPA. Public Promise Procurement reserves the right to make available or not make available Master Agreements awarded by the LPA to Participating Public Agencies.

#### G. Administrative Agreement

Suppliers that are awarded a contract by the Lead Public Agency and whose Master Agreements Public Promise Procurement agrees to make available to Participating Public Agencies shall enter into an Administrative Agreement with Public Promise Procurement. The Administrative Agreement is attached as Appendix 2.

#### H. Marketing Support

- i. Public Promise Procurement provides marketing collaboration and support for each Supplier's Products and Services through its affiliates, sales and marketing personnel that directly promote the Public Promise Procurement Program and its Suppliers to Participating Public Agencies, as well as a myriad of social media and collaboration platforms.

- ii. Public Promise Procurement will collaborate with Supplier's government sales team to conduct training and utilize tools to facilitate marketing and sales to government entities.
- I. Public Promise Procurement will participate in periodic performance review meetings with Supplier and, when available, the Lead Public Agency.
- J. For the entire term of the Master Agreement, Supplier commits to the Supplier Commitments as stated herein. See Appendix 3.

## **SCOPE OF SERVICES**

**INTENT** – The intent of this solicitation is to award a contract(s) for the broadest possible selection of public safety, industrial safety, law enforcement, emergency & disaster preparedness, response & recovery supplies, equipment, services and solutions to Cobb County and Participating Public Agencies (PPAs).

**PRODUCTS AND SERVICES** – To meet the varied needs of the County and PPAs, Suppliers are required to have the ability to respond to all categories listed below.

- 1. Personal Protective Equipment** - devices, garments, or coverings worn or used to protect an individual from hazardous substances or environments. Examples include respiratory equipment such as N95s and Self-Contained Breathing Apparatus (SCBA); nitrile and cryogenic gloves; protective clothing such as firefighting gear, safety shoes, isolation gowns and coveralls; ear, eye, and face protection; head and hand protection; personal fall protection gear.
- 2. Medical Supplies** – articles, instruments, apparatuses, and machines used in the prevention, diagnosis or treatment of illness, injury, or disease, or for measuring, detecting, restoring, correcting, or modifying the body for medical purposes. Durable medical equipment is a subset of medical supplies. Examples of medical supplies include trauma kits, tourniquets, first-aid kits, Automatic External Defibrillators (AEDs),
- 3. Explosive Device Mitigation and Remediation Equipment** – Equipment used for the mitigation and remediation of explosive devices in a Chemical, Biological, Radiological, Nuclear, and high yield Explosives (CBRNE) environment. Examples include ballistic threat body armor & helmets, chemical/bio-agent protection tents, CBRNE compatible Total Containment Vessels (TCV), bomb search and detection equipment and gear.
- 4. Operational Search and Rescue Equipment** – equipment providing a technical search and rescue capability including in a CBRNE environment. Examples include search cameras and imaging devices, radiological isotope identifying detectors,

evacuation chairs, ventilation equipment, hydraulic tools and power units, night vision equipment and lifting devices (hydraulic rams, air-bag systems, jacks, block & tackle, etc.).

5. **Detection and Monitoring Equipment** – devices or systems used to detect and/or monitor the presence of substance, object or phenomenon including chemical, biological, radiological/nuclear, and explosive agents. Examples include bioassays, Intrusion Detection Systems (IDS), photoionization detector (PID), DNA detection equipment such as PCR technology, radiation detection equipment, field drug & alcohol testing equipment & supplies, blood specimen collection kits, and service animals.
6. **Decontamination Equipment** – tools and devices used to remove or neutralize contaminants that have accumulated on supplies, equipment and/or personnel. Examples include spill containment devices, wastewater classification kits/strips, HEPA vacuum, decontamination systems (showers, stations, wipes, trailers, etc.), extraction systems and shelters.
7. **Interoperable Communications Equipment** – equipment and devices providing uninterrupted connectivity and electrical power to provide for seamless interagency communications during emergency incidents. Examples include two-way in-suit communications, Personnel Alert Safety Systems (PASS), CAD/RMS fusion equipment, antenna systems, and software and services.
8. **Power Equipment** – devices and equipment used to provide electrical power including generators, batteries, and all other equipment to provide power.
9. **Physical Security Equipment** – equipment and devices used to provide physical security of critical infrastructure and facilities. Examples include Closed Circuit Television (CCTV), access control systems, detection systems, License Plate Recognition systems (LPR) and all other physical security enhancement equipment including system design, installation, service, and maintenance.
10. **Incident Response Vehicles** – vehicles equipped with specialized equipment and supplies required for responding to a wide range of emergency incidents, including CBRNE. Examples include hazmat vehicles, bomb trucks, armored vehicles, and command center vehicles.
11. **Incident Prevention Equipment** – equipment and devices used to monitor or provide situational awareness to prevent or monitor emergency incidents. Examples include area monitoring systems and stand-off detection systems.
12. **Inspection and Screening Systems** – equipment and devices used to inspect and/or screen. Examples include X-ray, gamma ray, thermal, infrared, and service animals.
13. **Emergency Response Watercraft** – boats with specialized equipment and supplies required for CBRNE prevention and response on the water. Examples include box boats, wave runners, CBRNE boats, inflatable rescue boats.
14. **Emergency Response Aviation Equipment** – equipment equipped with specialized equipment for emergency response, search, and rescue. Examples include drones, helicopters, UAV, UAW including accessories, maintenance, repair, and other services.

- 15. Intervention Equipment** – equipment and devices intended to detect or interfere in a situation to positively affect the outcome. Examples include “jaws of life,” thermal imaging systems, rescue saws, and hoists.
- 16. Emergency Preparedness and/or Response Training and Reference Material** – materials designed to assist emergency first responders in preparing for and responding to CBRNE and other emergency incidents. Examples include NIOSH Hazardous Materials Pocket Guide, technological hazards resources, North American Emergency Response Guide, and Janes publications.
- 17. Training and Support Services** – on-site and remote services, procedures, software, training devices and equipment used to train personnel and community members to acquire, operate, support & maintain equipment, and systems, including education and training on workplace and community health & safety, threat and emergency preparedness and response.
- 18. All Emergency Preparedness and Response Products & Services** – non-listed products and services offered by the supplier.

In addition, it is highly desirable that Suppliers can respond to the categories listed below (Items 19-23).

- 19. Logistical Support** – materials, equipment, personnel, and transportation to support emergency preparedness or response operations.
- 20. Call Center Support** – materials, equipment, personnel, and services to establish and perform call center services in response to an emergency.
- 21. Emergency Search & Rescue Support** – materials, equipment, personnel, and transportation to support emergency search and rescue operations.
- 22. Disaster Recovery Services** – services required to respond to and mitigate the effects of an incident such as a hurricane, tornado, snowstorm, or flood. Examples include debris removal, snow removal, and arboreal services.
- 23. Related Technology and Services** – technology and services related to the solutions described in 1-22 above including, but not limited to, hardware, software, training, installation, maintenance, credentialling, certification and warranty programs.

## **PRODUCT & SERVICE REQUIREMENTS**

1. It is expected that all products and services comply with all applicable industry standards, laws, and regulations and that the Supplier possesses the ability to professionally market, distribute and support the equipment, products and services offered. Deviations from industry standards must be identified and approved by the purchaser prior to sale.
2. All equipment and products must be new, current model, delivered fully operational, with an industry standard or better warranty.
3. All services must be provided in accordance with industry and professional standards, manufacturer requirements and all Federal, State, County and other government laws, regulations, policies, and procedures.

4. Turn-key solutions shall provide a combination of equipment, products and services, delivery and installation of equipment, systems, software, etc. to a properly operating status in accordance with mutually agreed upon operating requirements.
5. New equipment, products and services may be added to the contract to enhance the offering to public agencies within the Scope of Services, Products and Services section. This includes the addition of new manufacturers and service providers. All additions shall be treated as if contained herein.
6. All equipment, products and services may be refreshed by Supplier to comply with number 2 above including the incremental insertion of newer equipment, products, and services to replace obsolete or ineffective models, improve reliability, improve maintainability, reduce cost, and/or add performance enhancement.
7. Supplier shall be responsible for maintaining contract product and service catalog, including current contract pricing, and for notifying the County of any changes.

**CUSTOMER SUPPORT/SERVICE REQUIREMENTS** – Contractor shall respond to Cobb County’s requirements for products & services, as well as a national demand for services with their comprehensive contract offering supported by executive management, national program management, field and internal sales personnel, customer service personnel, financial services personnel, contract support personnel, technical and technical support personnel, and others.

**CATALOG REQUIREMENTS** – Contractor shall maintain a web-accessible electronic catalog of products and equipment offered populated with the current approved contract pricing. The catalog shall be available 24 hours, 365 days per year except for brief downtimes for pre-scheduled maintenance.

**SECURITY REQUIREMENTS** – Contractor will be required to comply with security requirements for the County as well as for Participating Public Agencies.

**CONSULTING AND REPORTING** – Contractor shall provide reports to and consultation with the County, Participating Public Agencies and/or Public Promise Procurement as required by contract.

#### **CONTRACTOR MINIMUM REQUIREMENTS**

- A. **EXPERIENCE** – Contractor shall have a minimum of five (5) years of experience providing the products and services to public agencies in all fifty states.
- B. **SERVICE CAPABILITIES** - Contractor shall have the demonstrated capability of meeting all of Cobb County’s local requirements for products, services, and solutions, and for offering products, services, and solutions nationally. Contractor shall have the demonstrated capability to comply with the Scope of Services.

- C. **CONTRACT/PROGRAM SUPPORT** – Contractor shall provide representative who shall be the main point of contact for the Master Agreement and who shall be knowledgeable about all aspects of the contract, manage contract administrative requests, and solve any problems that may arise.
- D. **FEDERAL PROGRAM SUPPORT** – Contractor must have demonstrated ability to assist public agencies with Federal program documentation and other compliance reporting activities.

## **PRICING REQUIREMENTS**

- A. **CATALOG, MANUFACTURER AND/OR CATEGORY PRICING** – Contractor may offer percentage discount from a published catalog or list, individualized percentage discounts applied to services, solutions, and product groupings, manufacturers, categories such as those in the Scope of Services, Products and Services section, as well as other approved, auditable, verifiable pricing structures (hereinafter referred to as “National Pricing Discounts”). Contractor shall be responsible for providing and maintaining current contract pricing online and throughout the procure to pay process. Discounts will remain in effect for the initial term of the contract, except that the County and Participating Public Agencies shall receive the benefit of any price reductions. Changes to discounts after the initial contract period must be approved in writing by the County.
- B. **MARKET BASKET PRICING** – The Market Basket is for evaluation purposes only. It is intended for the evaluation of the catalog of products listed in the Scope of Services, Products and Services section. All unit prices for the Market Basket must be based on the established catalog or list price in effect at the time of submission.
- C. **NATIONAL PRICING** – Prices offered under the contract shall be Contractor’s best pricing available to state and local government entities under the current market conditions.

## **PROPOSAL CONTENT AND SUBMITTALS**

### **A. CONTRACTOR INFORMATION**

1. A brief description of the company and its history and experience working with public agencies the size and scope of Cobb County, as well as supporting public agencies nationwide through a national cooperative contract program.
2. Identify the primary point of contact for matters pertaining to the proposal and the primary point of contact for any resulting national cooperative contract.
3. Describe the organizational structure with specific information on the alignment and numbers of sales personnel.
4. Identify any state or local contracts that were terminated for cause by a public agency within the past three (3) years.

5. Identify any past and any ongoing litigation relative to state and local government contracts.

## **B. PERFORMANCE CAPABILITY**

1. Provide a minimum of five (5) current public sector references of similar size and scope to Cobb County.
2. Describe your market position relative to serving public agencies for the products, services and solutions requested.
3. Describe in detail your experience working with public agencies, including during emergency response situations and what your role was in serving the agency.
4. Describe in detail your experience working with government purchasing cooperatives and your current strategy for leveraging cooperatives.
5. Describe your experience working with public agencies in the use of Federal Funds – specifically compliance with Federal Uniform Guidance (2 CFR § 200), FEMA Guidelines and other Federal funding agency requirements.
6. Describe how the organization will be leveraged to support the contract nationally.
7. Provide a complete and detailed response to Appendix 4 - Supplier Worksheet.
8. Provide a signed Appendix 2 – PPP Administration Agreement.

## **C. PROGRAM STRATEGY AND APPROACH**

1. Provide a summary of your organization's executive commitment to this contract and national cooperative opportunity and how it fits in your market strategy.
2. Describe how your organization will implement the contract, acquire new customers, and transition existing customers.
3. Describe how your organization will train the sales and customer service teams on this contract and its benefits.
4. Describe your organization's approach to working with small, women- & minority-owned and other disadvantaged and local businesses in fulfilling this contract.

## **D. PROGRAM EXECUTION AND TOOLS**

1. Provide a link to your organization's website used for product selection and ordering.
2. Describe ordering process.
3. Describe fulfillment process, fill rate and on-time delivery rate.
4. Describe return and restocking process.
5. Describe your customer service support/problem resolution process.
6. Describe your invoicing process including payment terms and acceptable methods of payments (ACH, credit card, check, etc.)
7. Describe when and why shipping charges might apply to a public agency order.
8. Provide any standard agreements public agencies will be required to sign for product support, maintenance, or services.

#### **E. PRODUCTS, SERVICES AND SOLUTIONS**

1. Describe in detail the products and services available to respond to each category listed in the Scope of Services, Products and Services section including manufacturers, subcontractor service providers, and other partners proposed to fulfill the contract.
2. Provide details on opportunities for additional discounts for volume orders, special manufacturer's offers, special programs, etc.
3. Provide any additional information related to products and services which will enhance and add value to the contract.
4. Describe how the customer can verify they are receiving Contract pricing.

#### **F. PRICING**

1. Complete and submit National Discount Pricing, embedded MS Excel spreadsheet.
2. Complete and submit Market Basket, embedded MS Excel spreadsheet.

#### **G. FINANCIAL STATEMENT**

1. Proposer shall provide a copy of the company's most recently audited financial statement (income statement and balance sheet).

### **EVALUATION CRITERIA**

Proposals will be evaluation on the basis of information presented in the proposal package and on an analysis of any other available information. The County may conduct such investigations or interviews as it deems necessary to assist in the evaluation of any proposal submitted and to establish to Cobb County's satisfaction the qualifications of any Proposer.

Proposals will be evaluated on the basis of the following criteria (listed in no particular order):

- A. Qualifications, Experience, Performance and Capabilities
- B. Program and Contract Approach, Customer Support and Quality Control
- C. Variety and Quality of Products, Services and Solutions
- D. Pricing
- E. Financial Stability – Financial Stability of the top proposer(s) will be evaluated by the Finance Department in the following areas: Liquidity Ratios (1 point); Financial Leverage Ratios (2 points); Profitability Ratios (1 point); and whether an audited or reviewed Financial Statement is submitted with the Proposal (1 point). A maximum of 5 points may be awarded. Proposers who receive a score of 2 points or less will not be considered for award.



## **TERM OF THE AGREEMENT**

The initial term of any agreement(s) resulting from this Request for Proposal (RFP) will be four (4) years. The County will have the option to renew for three (3) additional one-year terms upon written consent; renewals are not automatic. The Successful Supplier(s) performance is expected to begin upon the date of contract execution.

### **Multi-Year Contract Provision**

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

*This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.*

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

## **GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS**

### **Pre-Proposal Meeting (non-mandatory)**

The County is conducting a non-mandatory pre-proposal meeting on the date, time, and location listed below. The purpose of the meeting is to provide information and allow for questions and answers regarding the terms, conditions, or specifications of this RFP. Questions must be submitted in writing to [procurementservices@cobbcounty.org](mailto:procurementservices@cobbcounty.org) by the date and time specified below. Suppliers are not entitled to rely upon communications from the County except as provided by the County in writing.

### **Meeting Link:**

<https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m0ff474b4d95d756fa3a6a138624886db>

**Meeting Number (access code): 2312 70102450**

**Meeting password: XbSXuFWP339**

**Call-in Number: 415-655-0003**

## Questions & Answers

**The deadline for questions to be submitted is 5:00 PM on March 12, 2024.** Questions must be submitted in writing to [procurementservices@cobbcounty.org](mailto:procurementservices@cobbcounty.org) prior to the Deadline for Questions provided on the Calendar of Events. No interpretation of the meaning of any part of this solicitation, nor corrections of any apparent ambiguity, inconsistency, or error herein, will be made to any applicant orally. All requests for written interpretation or corrections must be submitted in writing.

It is the responsibility of the Bidder, before submitting its bid, to check the County website and BidNet Direct to obtain any updates.

## Proposal Submissions

Proposals must be received **before 12:00 PM (Eastern) on March 21, 2024**, at the Cobb County Procurement Services Department, 122 Waddell Street NE, Marietta, GA 30060. Late responses will not be accepted. Please submit an original, one (1) paper copy, and an identical electronic copy on five (5) flash drives, each labeled with the proposer's name. **Please include National Discount Pricing and Market Basket in Excel format on the flash drive, as provided.**

It is the responsibility of the Proposer to carefully review the requirements of this RFP and submit all information requested. If the Proposer fails to submit with its sealed proposal all items requested by this solicitation, the proposal may be deemed non-responsive.

When in doubt of the requirements of this solicitation, submit a question in writing to [procurementservices@cobbcounty.org](mailto:procurementservices@cobbcounty.org) by the specified Deadline for Questions.

## **APPENDIX 1**

### **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

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

#### **RECITALS**

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

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

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

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

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

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

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

procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The procuring party shall not sue this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to Public Promise Procurement at The National Association of Counties Office at 660 North Capital Street, NW, Suite 400, Washington, DC 20016.
10. This agreement shall take effect after execution of the Lead Public Agency certificate or Participating Public Agency Registration, as applicable.



## APPENDIX 2

### ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (the “Agreement”) is effective as of \_\_\_\_\_, 20\_\_, by and between PUBLIC PROMISE PROCUREMENT, LLC (“P.P.P.”) and \_\_\_\_\_ (the “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, Services and Solutions”);

WHEREAS, the Master Agreement provides that any county, state, city, special district, local government, tribal governments, 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, Services and Solutions at the prices indicated in the Master Agreement upon prior registration with P.P.P., in which case the Public Agency becomes a “Participating Public Agency”;

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

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

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

WHEREAS, P.P.P. and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies; and

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

#### ARTICLE 1

### 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 P.P.P. 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 P.P.P. under this Agreement

including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

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

1.4 P.P.P. 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 P.P.P. shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 Each of Supplier and P.P.P. hereby grant to the other, during the term of this Agreement, a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to use such party's name, trademark and logo solely to perform its obligations under this Agreement and the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's name, trademark and logo, and such party shall comply with such terms in all material respects. Each party shall assist the other party by providing camera-ready logos and by participating in related trade shows and conferences. Both parties shall obtain approval from the other party prior to use of such party's name, trademark and logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's name, trademark and logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's name, trademark and logo.

1.6 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, P.P.P. (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of any federal, state, local or foreign constitution, treaty, statute, ordinance, code, rule, law or regulation ("Law"), industry self-regulatory standards that may apply to Supplier or the Master Agreement, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. P.P.P. makes no representations or guarantees with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement. The terms of this section shall survive the termination of this Agreement.

1.7 Supplier acknowledges that, in connection with its access to P.P.P. confidential information and/or supply of data to P.P.P., it has complied with and shall continue to comply with all Law and industry self-regulatory standards that may apply to Supplier, including, without limitation Law and industry self-regulatory standards governing data protection, privacy and the use and processing of Personal Information (collectively, "Data Regulations"). With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that

it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and P.P.P. or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 1.6 and will comply with them. For purposes hereof, “Personal Information” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” or “individually identifiable information” as defined under Data Regulations. Supplier will reasonably assist P.P.P. in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide P.P.P. with information reasonably necessary for P.P.P. to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on P.P.P.’s behalf, Supplier will maintain records and the means necessary to enable P.P.P. to respond to such requests to know and requests to delete.]

## **ARTICLE 2**

### **TERM OF AGREEMENT**

2.1 This Agreement shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that (i) (A) the obligation to pay all amounts owed by Supplier to P.P.P. through the termination of this Agreement, and (B) all indemnifications afforded by Supplier to P.P.P. pursuant to Section 6.1, shall survive the termination of this Agreement, and (ii) Sections 1.5, 4.1 and 7.10 shall survive the term of this Agreement pursuant to the terms of such sections. [Upon termination of the Master Agreement for any reason, Supplier shall continue making payments of all amounts to P.P.P. that are generated by individual Participating Public Agency purchases of Products, Services and Solutions for a period of either (i) one (1) year from the date of termination, or (ii) through the then current expiration date of the Master Agreement, whichever is shorter, to the extent that Supplier continues to generate revenue from each Participating Public Agency’s purchase of Products, Services and Solutions following the termination of the Master Agreement.]

## **ARTICLE 3**

### **REPRESENTATIONS AND COVENANTS**

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

### 3.1 P.P.P. Representations and Covenants.

(a) Marketing. P.P.P. shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors, including the National Association of Counties (“NACo”), and named individual national, regional and state-level sponsors. P.P.P. will incorporate information about the Products, Services and Solutions into P.P.P.’s website and general collateral materials. In addition, P.P.P. staff shall make commercially reasonable efforts to enhance Supplier’s marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activities such as webinars, speaking engagement, advertising, social media, articles and promotional campaigns.

(b) Training and Educational Management Support. P.P.P. 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”), P.P.P. may help with scheduling assistance from Supplier, conduct training sessions and conduct educational calls jointly with Supplier to Public Agencies. P.P.P. shall also provide Supplier with presentations, documents and information to assist Supplier’s sales force in effectively promoting the Master Agreement.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, P.P.P. EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING P.P.P.’S PERFORMANCE AS A PROGRAM ADMINISTRATOR OF THE MASTER AGREEMENT. P.P.P. SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF P.P.P. IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3.2 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, and Sales Commitment):

(a) Corporate Commitment.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be a Supplier’s contractual offering of Products, Services, and Solutions to Public Agencies. All of Supplier’s direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is a Supplier’s offering.

(ii) Supplier’s sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products, Services and Solutions 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 request and 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 P.P.P. 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 contact person who shall be responsible for receiving communications from P.P.P. 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 (micro-site) dedicated to Supplier's P.P.P. program and linked to P.P.P.'s 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 Supplier's National/Senior Management fully supports the P.P.P. program and its commitments and requirements. For purposes hereof, Supplier's National/Senior Management is defined as Supplier's executive officers.

(b) Pricing Commitment.

(i) Supplier represents to P.P.P. that the pricing offered under the Master Agreement is equal to or lower than the lowest overall available pricing (net to the buyer) on Products, Services and Solutions that it offers to Public Agencies in current market conditions. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products, Services and Solutions.

(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. The contract was awarded under the same or similar market conditions as currently exist. 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 regional cooperative members, some of whom are Public Agencies. The contract was awarded under the same or similar market conditions as currently exist. Supplier would be required to match the lower cooperative pricing

under the Master Agreement and make it available to all Public Agencies that are regional 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. The contract was awarded under the same or similar market conditions as currently exist. 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 P.P.P. 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 P.P.P. to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, P.P.P. 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 3.2, 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) Sales Commitment. Supplier shall proactively market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products, Services and Solutions to Public Agencies and the timely follow-up to sales leads identified by P.P.P. Use of product catalogs, targeted advertising, social media, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the P.P.P. logo. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

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

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

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

- (1) P.P.P. standard logo;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products, Services and Solutions pricing;
- (5) Electronic link to P.P.P.'s online registration page; and
- (6) Other promotional material as requested by P.P.P

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

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

(vi) Supplier's Performance Review. Upon request by P.P.P., Supplier shall participate in a performance review meeting with P.P.P. 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 P.P.P. (collectively, "Supplier Content") for use on P.P.P. websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to P.P.P. and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with P.P.P. 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 here under; and (b) the use of Supplier Content and any other materials or services provided to P.P.P. as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party. Notwithstanding the foregoing, P.P.P. shall not have any right, title, or interest in Supplier's Content. Upon termination of this Agreement, P.P.P. shall immediately cease use of Supplier's Content.

3.3 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between P.P.P. 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 P.P.P.'s sole discretion.

## **ARTICLE 4**

### **PRICING AUDITS**

4.1 P.P.P. shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at P.P.P.'s sole cost and expense. Notwithstanding the foregoing, in the event that P.P.P. 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, P.P.P. 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. P.P.P. may conduct audits internally or may engage a third-party auditing firm on a non-contingent basis. 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 5

### FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to P.P.P. a monthly administrative fee based upon the total sales price of purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of 2% of aggregate purchases made during each calendar month (individually and collectively, “Administrative Fees”) for all new eligible accounts from and date of contract award and 1% for all existing accounts. All Administrative Fees shall be payable in U.S. dollars and shall be made by wire to P.P.P., or its designee or trustee as may be directed in writing by P.P.P.. 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. P.P.P. agrees to pay to Lead Public Agency a percentage 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 P.P.P. 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”). AJI purchases indicated in the Sales Report shall be denominated in U.S. dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by P.P.P. against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. P.P.P. reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. Supplier shall, at Suppliers sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. P.P.P. 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 P.P.P. staff. If there is a material discrepancy between the Sales Report and such records or sales analysis resulting in an underreporting of purchases and underpayment of Administrative Fees as determined by P.P.P., P.P.P. shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to P.P.P.’s reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment of any additional agreed-upon Administrative Fees, together with interest thereon in accordance with Section 5.5, to P.P.P. within fifteen (15) calendar days. Any questions regarding an exception report should be directed to P.P.P. in writing to [reporting@\[ppp\].org](mailto:reporting@[ppp].org). If Supplier does not resolve the discrepancy to P.P.P.’s reasonable satisfaction within thirty (30) days, P.P.P. shall have the right to engage a third party to conduct an independent audit of Supplier’s Sales Reports. Supplier shall solely be responsible for the cost of the audit. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by P.P.P. at the location designated by P.P.P. In the event an underreporting of purchases and a resulting underpayment of Administrative Fees is revealed as a result of the audit, Supplier shall remit payment of any such

Administrative Fees, together with interest thereon in accordance with Section 5.5, to P.P.P. within fifteen (15) calendar days of Supplier's receipt of the audit results.

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

Supplier's Product Number

Product Description

Manufacturer Name

Manufacturer Number

Unit of Measure

P.P.P. Price

Number of times ordered

Units Sold

Sales by Manufacturer

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 P.P.P.'s 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 6**

### **INDEMNITY**

6.1 Indemnity. Supplier hereby agrees to indemnify and defend P.P.P. 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, (i) the acts or omissions of Supplier in connection with this Agreement and the Master Agreement, (ii) any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement, and (iii) the use of any Supplier Content, including copyright infringement claims related thereto.

## **ARTICLE 7**

### **MISCELLANEOUS**

7.1 Entire Agreement. This Agreement and the Master Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and 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. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between P.P.P. and Supplier, the provisions of this Agreement shall prevail. The parties acknowledge that this Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Agreement, and any ambiguity may not be construed for or against any Party.

7.2 Assignment.

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

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

7.3 Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder must be in writing and will be deemed given to the addresses set forth herein (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that day-to-day business communications, including notification of a change of address, may be made via electronic communication, including email.

P.P.P.: 660 North Capital Street  
Washington D.C. 20001

Attn: Program Manager Administration

Supplier: \_\_\_\_\_  
\_\_\_\_\_

Attn: P.P.P. Program Manager

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



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

7.6 Independent Contractors. In the performance of this Agreement, Supplier shall be an independent contractor to P.P.P., and shall not be or act as, or be deemed to otherwise be an agent, employee, or representative of P.P.P. P.P.P. shall be an independent contractor to Supplier, and shall not be or act as, or be deemed to be an agent, employee, or representative of Supplier. Supplier's employees will not be deemed to be P.P.P. employees. P.P.P.'s employees will not be deemed to be Supplier's employees. Nothing contained in this Agreement may be construed to be inconsistent with that relationship or status. Neither party exercises direct control or supervision over the employees of the other party and, in fact, each party disavows any right to do so, and no party in any way directs the operations of the other party or the manner of the other party's performance. No partnership, joint venture, or other relationship between the parties is created hereby.

7.7 Counterparts; Electronic Signatures. 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. The exchange of copies of this Agreement and of signature pages by facsimile, by .pdf or similar electronic transmission (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com) or [www.echosign.com](http://www.echosign.com)), will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

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

7.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware 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 the District of Columbia, 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.

7.10 No Third-Party Beneficiaries; Survival of Representations. This Agreement is made solely for the benefit of the parties to it, and no other persons will acquire or have any right under or by virtue of this Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the parties shall remain in full force and effect regardless of any termination of this Agreement, in whole or in part.

7.11 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon P.P.P., 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, P.P.P. has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all effective as of the date first written above.

P.P.P.:

PUBLIC PROMISE PROCUREMENT, LLC

By: \_\_\_\_\_

Name: Paul Terragno

Title: Managing Director

Supplier: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

### **APPENDIX 3**

#### **SUPPLIER COMMITMENTS**

The foundation of the partnership requires commitments from both Public Promise Procurement and the Supplier. Awarded Suppliers will commit, at the highest level of the organization, to the Corporate, Engagement, Pricing, and Sales & Marketing Commitments outlined in this paragraph.

##### **A. Corporate Commitment to the Master Agreement**

Public Promise Procurement views the Master Agreement and the relationship with the awarded Supplier as an opportunity to provide maximum benefit to Participating Public Agency and to the Supplier.

- i. The Supplier will demonstrate in their proposal, and throughout the term of the Master Agreement, their senior executive management's active support of the program and commitment to the Master Agreement.
- ii. The Master Agreement will, for the entire period of the agreement, be Supplier's leading contractual offering of the awarded Products and Services to all eligible entities.
- iii. Supplier's sales force (including outside, inside, direct and or authorized dealers, distributors and representatives) will always present the Master Agreement when marketing Products and Services to eligible entities.
- iv. Supplier will advise existing eligible entity customers of the value offered through the Master Agreement and when authorized, will transition them to the Master Agreement and upon authorization by a Participating Public Agency, Supplier will transition such Agency to the pricing, terms and conditions of the Master Agreement.
- v. Supplier will provide a senior management level representative with the authority and responsibility to ensure corporate compliance with these commitments at all times.
- vi. Supplier will provide the personnel necessary to implement and support a supplier-based internet web page dedicated to the Supplier's Public Promise Procurement program in collaboration with Public Promise Procurement.

##### **B. Engagement with Public Agencies**

- i. Suppliers must directly engage with public agencies concerning the Master Agreement and the placement of orders, purchase orders, invoicing and payment. Each Public Agency Participant enters into a MICPA which outlines the terms and conditions that allow access to the Lead Public Agency Master Agreement(s). See Paragraph 4 above.
- ii. Supplier will designate a lead referral contact person who will be responsible for receiving communications from Public Promise Procurement concerning Participating Public Agencies and for ensuring timely follow-up.

- iii. Where Supplier has an existing contract for products and services covered under the Master Agreement(s) that a Participating Public Agency has access to, Supplier will notify the existing contracting agency of the Master Agreement and transition the agency to the pricing, terms and conditions of the Master Agreement upon the agency's request.

#### C. Pricing Commitment

- i. Supplier represents that the pricing offered under the Master Agreement is equal to or lower than the lowest overall pricing (net to purchase) on Products and Services that it offers to public agencies in current market conditions. Supplier's pricing will be evaluated on an overall project basis, on the public agency's actual usage for purchased Products and Services, and/or on Supplier proposed pricing under the Master Agreement.
- ii. If a pre-existing contract awarded in current market conditions and/or Public Agency Participant's unique buying pattern provides one or more eligible public agency a lower price than that offered under the Master Agreement, Supplier will match that lower pricing under the Master Agreement and inform Participating Public Agency that the lower pricing is available under the Master Agreement. The price match only applies to eligible Participating Public Agency. The following are examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower pricing.
  - a. Supplier holds a state contract with lower pricing that is available to all public agencies within the state. The contract was awarded under current market conditions. Supplier is required to match the lower state pricing under the Master Agreement and make it available to all eligible Participating Public Agency within the state.
  - b. Supplier holds a regional cooperative contract with lower pricing that is available only to the regional cooperative members. The contract was awarded under current market conditions. Supplier is required to match the lower cooperative pricing under the Master Agreement and make it available to the regional cooperative members.
  - c. Supplier holds a contract with an individual Public Agency Participant that does not contain cooperative language making it available only to the contracting agency. The contract was awarded under current market conditions. Supplier is required to match the lower pricing under the Master Agreement and make it available only to the contracting Public Agency Participant.
- iii. While the objective of the Master Agreement to allow all eligible Participating Public Agencies to piggyback on the Agreement rather than issue their own solicitation, Public Promise Procurement recognizes that for a variety of reasons eligible Participating Public Agencies will issue their own solicitations. The following are options available to Suppliers for responding to a Public Agency Participant solicitation.

- a. Supplier may opt not to respond to the solicitation.
- b. Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded a contract, the sales under such contract will be reported as sales under the Master Agreement.
- c. If competitive conditions require pricing lower than that offered under the Master Agreement and the resulting contract is only available to the contracting agency (no cooperative language is contained in the contract), Supplier may submit lower pricing. If Supplier is awarded a contract, the sales under such contract will be reported as sales under the Master Agreement. Supplier would not be required to extend the lower pricing to other Participating Public Agency.
- d. Supplier may respond with pricing that is higher than the Master Agreement and, if permitted, Supplier may provide an alternative proposal with pricing in accordance with the Master Agreement. If a contract is awarded based on the alternative proposal, sales under the awarded contract will be reported as sales under the Master Agreement.

#### D. Sales & Marketing Commitment

- i. Supplier will market the Master Agreement through its trained and engaged sales force and/or dealer network as its leading offering to eligible Participating Public Agency. Supplier's sales force and/or dealer network compensation and incentives will be greater than or equal to the compensation and incentives earned under other contracts to public agencies.
- ii. Supplier will be responsible for proactive sales of Supplier's Products and Services to eligible Participating Public Agencies and the timely follow-up sales leads identified by Public Promise Procurement.
- iii. Supplier will collaborate with Public Promise Procurement's personnel to conduct training on the Master Agreement and Public Promise Procurement. They will also collaborate on the use of tools to facilitate marketing and sales to government entities.
- iv. Supplier will develop and/or maintain a web presence and internet capabilities support marketing and sales to eligible Participating Public Agency.
- v. Supplier will report all sales under the Master Agreement and other transactions described herein to Public Promise Procurement in accordance with the Administrative Agreement.
- vi. Supplier will make transaction details of all sales under the Master Agreement and other transactions described herein to third party auditors at the request of Public Promise Procurement, the Lead Public Agency and/or a Participating Public Agency.
- vii. Supplier shall be responsible for complying with the Public Promise Procurement branding and logos standards and guidelines. Prior to use by Supplier, all Public Promise Procurement related marketing material must be submitted to Public Promise Procurement for review and approval.

#### E. Performance Reviews

Supplier will participate in periodic performance review meetings with Public Promise Procurement and, when available, the Lead Public Agency.

#### F. Administrative Agreement

- i. Suppliers that are awarded a contract by the Lead Public Agency and whose Master Agreement Public Promise Procurement agrees to make available to Participating Public Agencies must enter into an Administrative Agreement with Public Promise Procurement. Refer to Appendix 2.

Suppliers shall return, with their proposal, a signed Administrative Agreement as presented herein (Appendix 2).

**APPENDIX 4**  
**SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

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

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

YES \_\_\_\_\_ \*NO \_\_\_\_\_

(\*If no, identify the states/localities where pricing will not be equal to or lower.)

- B. Does your company have the ability to provide products and services to any Participating Public Agency in all 50 states?

YES \_\_\_\_\_ \*NO \_\_\_\_\_

(\*If no, identify the states where you do not have the ability to provide products and services 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 \$100,000,00

- E. Will your company assign a National Account Manager to support the resulting Public Promise Procurement contract?

YES \_\_\_\_\_ NO \_\_\_\_\_

F. Will your company commit to the following implementation schedule?

YES \_\_\_\_\_ NO \_\_\_\_\_

G. Will the Public Promise Procurement contract be one of your public offerings to Participating Public Agencies?

YES \_\_\_\_\_ NO \_\_\_\_\_

.....

Submitted by:

\_\_\_\_\_  
*(Company Name)*

Representative: \_\_\_\_\_  
*(Printed Name)*

Signature: \_\_\_\_\_

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Date)*



## New Supplier Implementation Schedule

IMPLEMENTATION ACTIVITY	TARGET COMPLETION AFTER CONTRACT AWARD
<b>1. First Conference Call</b> – Initial kick-off call to: discuss expectations; set contract launch date & outline kick-off plan; establish contact people, numbers/e-mails, roles/responsibilities; establish supplier login credentials; and set contract roll-out webinar dates.	<b>One week</b>
<b>2. Executed Legal Documents</b> – Obtain executed copies of: Master Agreement along with associated solicitation and other ancillary documents; Public Promise Procurement Administration Agreement; and Lead Public Agency Revenue Sharing Agreement.	<b>One week</b>
<b>3. Second Conference Call</b> – Planning call to: establish sales training webinar dates; complete supplier set-up; identify dates for senior management meeting; and review contract commitments.	<b>Two weeks</b>
<b>4. Marketing Kick-off Call</b> – Initial kick-off call to: go over marketing requirements; establish timeline for marketing deliverables; establish cadence for regular marketing calls; and review contract roll-out webinar slides.	<b>Two weeks</b>
<b>5. Web Development</b> – Meeting of marketing and IT staff to initiate e-commerce and supplier specific microsite discussion.	<b>Two Weeks</b>
<b>6. Initial Management &amp; Staff Training Meetings</b> – Training sessions with national team and staff to: discuss expectations, roles and responsibilities; introduce and review program technology tools; discuss sales team training schedule; and review lead referral process and expectations.	<b>Three Weeks</b>

<b>7. Senior Management Meeting -</b> Meeting of senior management to: familiarize the management team with the NACo and PPP organization; track implementation progress; and discuss contract commitments.	<b>Four Weeks</b>
<b>8. Review Top Target Opportunities –</b> Meeting of PPP and supplier sales team to: review top county opportunities; and review suppliers top 10 existing local contracts.	<b>Five Weeks</b>
<b>9. Program Manager/National Account Manager Planning Meeting and Sales Training -</b> Meeting to discuss training strategy and initiate sales team remote and in-person training.	<b>Five Weeks</b>
<b>10. Program Roll Out –</b> Initiate contact with Advisory Board members and other top target opportunities.	<b>Six Weeks</b>

## FEDERAL CONTRACT TERMS AND CONDITIONS

Participating Public Agencies may choose to utilize federal funds to purchase under the Master Agreement. This Appendix includes language that meets the requirements of Appendix II to the Federal Uniform Guidance. **Complete the Certifications in this Appendix 6 and submit as part of your response.**

- A. **Nondiscrimination** – In performing this contract, CONTRACTOR will not exclude a person from participating in, deny them a benefit of, or discriminate against them because of race, color, religion, national origin, sex, disability, or age. See 42 U.S.C.A. § 2000d et seq.; 42 U.S.C.A. § 3601 et seq.; 42 U.S.C.A. § 6101 et seq.; 29 U.S.C.A § 794; 42 U.S.C.A § 12132; and 49 U.S.C.A. § 5332. The CONTRACTOR also agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or age. See 29 U.S.C.A. § 623; 42 U.S.C.A. § 12101. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations regarding the subject matter of this clause.
- B. **Recycled Products** – CONTRACTOR 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 CFR part 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.
- C. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended** – 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). Violations of these standards by the CONTRACTOR must be reported to the U.S. Department of the Treasury and the Regional Office of the Environmental Protection Agency (EPA).
- D. **Debarment and Suspension** – CONTRACTOR certifies, by execution of Exhibit F - 1, that neither it nor any of its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- E. **Byrd Anti-Lobbying Amendment** – CONTRACTOR certifies by execution of Exhibit F - 2 that it adheres to the federal restrictions on lobbying using federal funds.
- F. **Termination for Convenience** – This Contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price, as determined by the Purchasing Agent, will be made for completed service, but no amount will be allowed for anticipated profit on unperformed services.
- G. **Termination for Cause**
1. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County has the right to terminate the contract. Any such termination will be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents
  2. Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
- H. **Prohibition on certain telecommunications and video surveillance services or equipment** – CONTRACTOR certifies that equipment, services, or systems used in covered telecommunications equipment and provided to the COUNTY is not produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- I. **Equal Employment Opportunity** – During the performance of this contract, CONTRACTOR agrees as follows:
1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.

2. 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. 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. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. 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. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering 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 noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction 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 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. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and 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. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**J. Davis–Bacon Act, as amended (40 U.S.C. 3141–3148).**

1. CONTRACTOR must comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). CONTRACTOR must 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. CONTRACTOR must pay wages not less than once a week. By executing this Contract, CONTRACTOR accepts the Department of Labor wage determination for this work.
2. CONTRACTOR must comply with the Copeland “Anti–Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). CONTRACTOR is 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.

**K. Contract Work Hours and Safety Standards Act** – CONTRACTOR agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act. Specifically, CONTRACTOR must 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. This clause does 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.

**L. Program Fraud, False or Fraudulent Statements, and Related Acts 1**

1. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et. seq. and all appropriate federal agency regulations apply to CONTRACTOR's actions pertaining to this Contract. Upon execution of this Contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying CONTRACT. When submitting requests for payment under this Contract, the CONTRACTOR is deemed to certify or affirm the truthfulness and accuracy of any statement made in support of its request for payment. In addition to other penalties that may be applicable CONTRACTOR further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor, to the extent the Federal Government deems appropriate. Finally, CONTRACTOR acknowledges that that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this CONTRACT, the Federal Government reserves the right to impose the additional penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
2. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**M. Interest of Members of Congress** – No member of or delegates to the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.



#### **N. Protections for Whistleblowers**

1. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
2. The list of persons and entities referenced in the paragraph above includes the following:
  - a. A member of Congress or a representative of a committee of Congress.
  - b. An Inspector General.
  - c. The Government Accountability Office.
  - d. A Treasury employee responsible for contract or grant oversight or management.
  - e. An authorized official of the Department of Justice or other law enforcement agency.
  - f. A court or grand jury; and/or
  - g. A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

#### **O. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT –**

If the Federal award meets the definition of "funding agreement" under 37 CFR § 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 CFR Part 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.

**P. CONTRACTS FOR MORE THAN THE SIMPLIFIED ACQUISITION THRESHOLD,** which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41.U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.



**Q. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

(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 (b)(1) through (5) of this section.

**R. § 200.322 DOMESTIC PREFERENCES FOR PROCUREMENTS.**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or

use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber

FEDERAL CONTRACT TERMS AND CONDITIONS  
(Debarment and Suspension Certification)

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by the Contractor entering into this Contract.

1. The Contractor certifies, to the best of its knowledge and belief:
  - a. that neither the Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded for the award of Contracts from the United States federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement and Nonprocurement Programs issued by the General Services Administration;
  - b. that neither the Contractor nor its Principals have had within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. that neither the Contractor nor its Principals are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. that neither the Contractor nor its Principals have within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Contractor shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time during the period of this Contract, the Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Additionally, where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. 4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Contractor rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate this Contract for default.

Printed Name of Representative: \_\_\_\_\_

Signature/Date: \_\_\_\_\_ / \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

DUNS No: \_\_\_\_\_

FEDERAL CONTRACT TERMS AND CONDITIONS  
(Byrd Anti-Lobbying Certification)  
31 U.S.C. 1352 et seq.

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 and Federal contract, grant, loan, or cooperative agreement.
2. If any funds or than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 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 [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et.seq.
3. The undersigned shall require that the language of this certification be included in the award documents for all contracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors 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 by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Printed Name of Representative: \_\_\_\_\_

Signature/Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

DUNS No: \_\_\_\_\_

## NEW JERSEY BUSINESS REQUIREMENTS

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required by New Jersey statutes. All Suppliers submitting proposals must complete the following forms to meet the requirements of doing business in this state.

**All forms in this Exhibit should be submitted as a part of your proposal response.** Failure to comply will affect the ability to promote the Master Agreement in the State of New Jersey.

### (a) Checklist of Documents Required

INCLUDED IN PROPOSAL	ATTACHMENT	FORM
	Attachment 1	Ownership Disclosure Form
	Attachment 2	Non-Collusion Affidavit
	Attachment 3	Affirmative Action Affidavit
	Attachment 4	Political Contribution Disclosure Form
	Attachment 5	Stockholder Disclosure Certification
	Attachment 6	Certification of Non-Involvement in Prohibited Activities in Iran and Russia
	Attachment 7	New Jersey Business Registration Certification

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- (1) All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- (2) Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- (3) Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- (4) Bid and Performance Security, as required by the applicable municipal or state statutes.

## **STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type)      ☐ Limited Liability Company (LLC)
- ☐ Partnership      ☐ Limited Partnership      ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

**Part II**

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

#### **Part IV** Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

7.12 NON-COLLUSION AFFIDAVIT

**N.J.S.A. 52:34-15**

State of New Jersey  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing \_\_\_\_\_ in  
\_\_\_\_\_  
(name of municipality) (name of affiant)

in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of  
full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid

entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_

\_\_\_\_\_ relies upon the truth of the statements contained in said Proposal (name of  
contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.  
(name of firm)

Subscribed and sworn to

before me this day

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2 \_\_\_\_\_

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)



## 7.13 AFFIRMATIVE ACTION AFFIDAVIT

(a) P.L. 1975, c.127

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Proposal Certification:** Indicate below your company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

(b) Required Affirmative Action Documentation:

The Supplier shall submit with its proposal, **ONE** of the following three documents:

- (1) Letter of Federal Affirmative Action Plan Approval
- (2) Certificate of Employee Information Report
- (3) Employee Information Report Form AA302

(c) Public Work – Project Cost over \$50,000:

- (1) If company has no approved Federal or New Jersey Affirmative Action Plan. Company will complete New Jersey Form AA-201 upon award; or
- (2) Company has a Federal or New Jersey Affirmative Action Plan – certificate is enclosed.

*I further certify the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

7.14 MANDATORY AFFIRMATIVE ACTION LANGUAGE

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

7.15 N.J.A.C. 17:27

## **ARTICLE 8 EXHIBIT B**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)**

**N.J.A.C. 17:27-1.1 et seq.**

#### **CONSTRUCTION CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable 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 age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers

## EXHIBIT B (Cont.)

provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active “card carrying” members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

## **EXHIBIT B (Cont.)**

- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
  - (i) The contractor or subcontractor shall interview the referred minority or women worker.
  - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
  - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
  - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

## **EXHIBIT B (Cont.)**

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its web-site, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.



FORM AA-201  
Revised 11/11

# STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

## INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa201ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf)

1. FID NUMBER		2. CONTRACTOR ID NUMBER		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT Name: Address:			
3. NAME AND ADDRESS OF PRIME CONTRACTOR  (Name)  (Street Address)  (City) (State) (Zip Code)				CONTRACT NUMBER		DATE OF AWARD	DOLLAR AMOUNT OF AWARD
4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]				6. NAME AND ADDRESS OF PROJECT Name: Address:		7. PROJECT NUMBER	
9. TRADE OR CRAFT				COUNTY		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/>	
				PROJECTED TOTAL EMPLOYEES		PROJECTED MINORITY EMPLOYEES	
				MALE		FEMALE	
				J AP J AP		J AP J AP	
1. ASBESTOS WORKER						PROJECTED PHASE - IN DATE	
2. BRICKLAYER OR MASON						PROJECTED COMPLETION DATE	
3. CARPENTER							
4. ELECTRICIAN							
5. GLAZIER							
6. HVAC MECHANIC							
7. IRONWORKER							
8. OPERATING ENGINEER							
9. PAINTER							
10. PLUMBER							
11. ROOFER							
12. SHEET METAL WORKER							
13. SPRINKLER FITTER							
14. STEAMFITTER							
15. SURVEYOR							
16. TILER							
17. TRUCK DRIVER							
18. LABORER							
19. OTHER							
20. OTHER							

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)



**State Of New Jersey**  
*Department of Labor & Workforce Development*  
*Construction EEO Compliance Monitoring Program*

**MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION**

For instructions on completing the form, go to: <a href="http://www.state.nj.us/treasury/contract_compliance/pdf/aa202ins.pdf">http://www.state.nj.us/treasury/contract_compliance/pdf/aa202ins.pdf</a>		3. F ID or SS Number	
1. Name and address of Prime Contractor		2. Contractor ID Number	
(NAME)		4. Reporting Period	
(ADDRESS)		5. Public Agency Awarding Contract	
(CITY)		(STATE)	
(ZIP CODE)		Date of Award	
6. Name and Location of Project		County	
7. Project ID Number			

8. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT	CLASSI- FICATION (SEE REVERSE)	11. NUMBER OF EMPLOYEES						12. TOTAL	13. WORK HOURS				14. % OF WORKERS				15. CUM. WORK HRS			16. CUM. % OF W/H		
				A.	B.	C.	D.	E.	F.	NO. OF MIN. EMP.	TOTAL WORK HOURS	A. MIN. W/H	B. FEMALE W/H	A. % OF MIN. W/H	B. % OF FEMALE W/H	TOTAL WORK HOURS	A. MIN. HOURS	B. FEMALE HOURS	A. % OF MIN. W/H	B. % OF FEM W/H				
				TOTAL	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	FEMALES															
			J																					
			AP																					
			J																					
			AP																					
			J																					
			AP																					
			J																					
			AP																					
			J																					
			AP																					

17. COMPLETED BY (PRINT OR TYPE)

(NAME)	(SIGNATURE)	(TITLE)
(AREA CODE)	(TELEPHONE NUMBER)	(EXT.)
(DATE)		

# ARTICLE 9 PUBLIC CONTRACT EEO/AA

## COMPLIANCE PROCEDURES FLOW CHART

### EEO/AA Procedures In Awarding Public Contracts

#### **Public Agency**

#### **Vendor**

#### **Contractor**

- ❖ *Include Mandatory Language in advertisements for receipt of bids, solicitation and/or request for proposals.*

- ❖ *Include appropriate Mandatory Language in contracts and bid specifications.*

- ❖ *Obtain Required EEO/AA evidence from vendor or contractor.*

#### Goods, Professional Services, and General Services Contracts

Subject to Mandatory Language of Exhibit A

Selected vendors must submit one of the following forms of evidence:

1. Copy of Letter of Federal Approval

Or

2. Certificate of Employee Information Report

Or

3. Complete Form AA-302 (Employee Information Report)

EEO/AA Evidence must be submitted after notification of award, but prior to signing of the contract

#### Construction Contracts

Subject to Mandatory Language of Exhibit B

Additional Mandatory Language  
EO 151 and P.L.2009, c.335 (State Agencies, Independent Authorities, Colleges & Universities Only)

Selected construction contractors must submit the following form of evidence:

Complete Form AA-201 (Initial Project Workforce Report)

Submit Form AA-202 (Monthly Project Workforce Report) once a month for the duration of the contract to the Dept. of Labor and to the Public Agency Compliance Officer

EEO/AA Evidence must be submitted after notification of award, but prior to signing of a construction contract

**STATE OF NEW JERSEY**  
**DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT**  
**CONSTRUCTION EEO MONITORING PROGRAM**

**ATTENTION ALL CONSTRUCTION CONTRACTORS**

For your convenience, all contractors have two options in filing the Form AA-202, Monthly Project Workforce Report. As always, you may complete the form manually and mail it to the Dept. of LWD, Construction EEO Monitoring Program, with a copy to the Public Agency Compliance Officer, or you may input your employment data directly onto the Form AA-202 located on our website, with a copy to the Public Agency Officer. To access the Division's website, simply follow these steps:

1. Type **[http://www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)**.
2. Select the "Premier Business Services Online Forms Account Instructions" link.
3. Please follow all the instructions to set up online access to the web application.

The web application will provide access to current and past reports that can be printed and submitted to the Public Agency awarding the contract as required.

NJ Department of Labor & Workforce Development  
Construction EEO Monitoring Program  
PO Box 209  
Trenton, New Jersey 08625-0209  
(609) 292-9550  
Fax (609) 984-4023

**STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY**

**DIVISION OF PURCHASE & PROPERTY  
CONTRACT COMPLIANCE AUDIT UNIT EEO  
MONITORING PROGRAM**

**ATTENTION ALL GOODS, GENERAL SERVICES AND PROFESSIONAL  
SERVICES VENDORS**

For your convenience and for renewal of Certificates only, all goods, general services and professional services vendors have two options in filing the Form AA-302, Employee Information Report and Vendor Activity Summary Report forms. You may complete the form manually and mail it to this Division, or you may input your employment data directly onto the AA-302 and Vendor Activity Summary Report located on our website. To access the Division's website, simply follow these steps:

1. Type **[http://www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)**.
2. Select the "Premier Business Services Online Forms Account Instructions" link.
3. Please follow all the instructions to set up online access to the New Web Application.
4. Once your Renewal Forms have been completed online, please mail your \$150.00 certificate fee, in the form of a check or money order, made payable to "Treasurer, State of New Jersey" to the address below:

NJ Department of the Treasury Division  
of Purchase and Property Contract  
Compliance and Audit Unit EEO  
Monitoring Program  
PO Box 206  
Trenton, NJ 08625-0206  
Telephone (609) 292-5473  
Fax (609) 292-1102

## **ARTICLE 10 ADDITIONAL MANDATORY CONSTRUCTION CONTRACT LANGUAGE FOR STATE AGENCIES, INDEPENDENT AUTHORITIES, COLLEGES AND UNIVERSITIES ONLY**

Executive Order 51 (Corzine, August 28, 2009) and P.L.2009, c.335 include a provision which require all state agencies, independent authorities and colleges and universities to include additional mandatory equal employment and affirmative action language in its construction contracts. **It is important to note that this language is in addition to and does not replace the mandatory contract language and good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.** The additional mandatory equal employment and affirmative action language is as follows:

It is the policy of the **[Reporting Agency]** that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the **[Reporting Agency]** to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the **[Reporting Agency's]** satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the **[Reporting Agency's]** contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the **[Reporting Agency]** with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the **[Reporting Agency]** no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27-1.1 et seq.

## **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. 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 Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable 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 age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or 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 this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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*Signature of Procurement Agent*

## 10.1 C.271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### (a) Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.



5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## 10.2 C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### (a) Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A- 20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

10.3 C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

(a) Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ Signature	_____ Printed Name	_____ Title
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**(b) Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

10.4 N.J.S.A. 19:44A-20.26

(a) County Name:

State: Governor, and Legislative Leadership Committees Legislative

District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [the](#)**

**[Pay to Play section](#) OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE**

STANDARD BID DOCUMENT REFERENCE						
<b>Name of Form</b>	<b>COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS &amp; INVESTMENT ACTIVITIES IN IRAN</b>					
<b>Statutory Reference</b>	P.L. 2022, c. 3 N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
<b>Applicability</b>		<b>Y/N</b>		<b>Mandatory</b>	<b>Optional</b>	<b>N/A</b>
	<b>LPCL</b>	<b>Y</b>	Goods and Services	<b>X</b>		
	<b>PSCL</b>	<b>Y</b>	Construction			<b>X</b>
<b>Instructions Reference</b>						
<b>Description</b>	<p>P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.</p> <p>Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 ("<a href="#">Russia-Belarus list</a>") or in Iran pursuant to P.L. 2012, c. 25 ("<a href="#">Chapter 25 list</a>").</p>					

# Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or  
Entity

## Part 1: Certification

### COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

## CONTRACT AWARDS AND RENEWALS



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

CONTRACT AMENDMENTS AND EXTENSIONS	
<input type="checkbox"/>	I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)
IF UNABLE TO CERTIFY	
<input type="checkbox"/>	I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. <u>Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.</u>



## Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

## Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the local unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the local unit to notify the local unit in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the the local unit and that the local unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	

10.5

NEW JERSEY  
BUSINESS  
REGISTRATION  
CERTIFICATE  
(N.J.S.A. 52:32-44)

Suppliers wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate as a part of their proposal. Failure to do so will disqualify the Supplier from offering products or services in New Jersey through any resulting contract.

[State of NJ - Department of the Treasury - Division of Revenue Business Registration Certificate](#)

## STATE NOTICE ADDENDUM

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

### Nationwide:

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

All 50 states in the United States of America:

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

Public Agency Name	State
84th Engineer Battalion	HI
ADMIN. SERVICES OFFICE	HI
ALCOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	HI
Aloha United Way	HI
ALOHACARE	HI
AMERICAN LUNG ASSOCIATION	HI
Angels at Play Preschool & Kindergarten	HI
AOAO Royal Capitol Plaza	HI
ARGOSY UNIVERSITY	HI
ASSOCIATION OF OWNERS OF KUKUI PLAZA	HI
Big Brothers Big Sisters	HI

BISHOP MUSEUM	HI
BOARD OF WATER SUPPLY	HI
BRIGHAM YOUNG UNIVERSITY - HAWAII	HI
BUILDING INDUSTRY ASSOCIATION OF HAWAII	HI
Chamber of Commerce Hawaii	HI
CHAMINADE UNIVERSITY OF HONOLULU	HI
Child and Family Service	HI
CITY AND COUNTY OF HONOLULU	HI
COLLEGE OF THE MARSHALL ISLANDS	HI
Commander, Navy Region Hawaii	HI
Community Empowerment Resources	HI

CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI
COUNTY OF HAWAII	HI
COUNTY OF MAUI	HI
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	HI
DCCA	HI
Defense Information System Agency	HI
DEPARTMENT OF EDUCATION	HI
Department of Veterans Affairs	HI
DOT Airports Division Hilo International Airport	HI
E Malama In Keiki O Lanai	HI
EAH, INC.	HI
EASTER SEALS HAWAII	HI
Ewa Makai Middle School	HI
FAMILY SUPPORT SERVICES OF WEST HAWAII	HI
First United Methodist Church	HI
GOODWILL INDUSTRIES OF HAWAII, INC.	HI
HABITAT FOR HUMANITY MAUI	HI
Haggai Institue	HI
HALE MAHAOLU	HI
HANAHAU'OLI SCHOOL	HI
HAROLD K.L. CASTLE FOUNDATION	HI
HAWAII AGRICULTURE RESEARCH CENTER	HI
Hawaii Area Committee	HI
Hawaii Baptist Academy	HI
Hawaii Bicycling League	HI
Hawaii Carpenters Market Recovery Program Fund	HI
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY	HI
hawaii commerce and consumer affairs	HI
HAWAII EMPLOYERS COUNCIL	HI
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	HI
Hawaii Health Connector	HI
HAWAII HEALTH SYSTEMS CORPORATION	HI
Hawaii Information Consortium	HI
Hawaii Island Humane Society	HI
Hawaii Medical College	HI
HAWAII PACIFIC UNIVERSITY	HI

Hawaii Peace and Justice	HI
Hawaii Psychological Association	HI
HAWAII STATE FCU	HI
HAWAII TECHNOLOGY ACADEMY	HI
Holy Nativity School	HI
Homewise Inc.	HI
Honolulu Community College	HI
Honolulu Fire Department	HI
HONOLULU HABITAT FOR HUMANITY	HI
International Archaeological Research Institute, Inc.	HI
Iolani School	HI
ISLAND SCHOOL	HI
Islands Hospice Inc	HI
IUPAT, DISTRICT COUNCIL 50	HI
Judiciary - State of Hawaii	HI
Kailua High School	HI
Kailua Racquet Club, Ltd.	HI
Kama'aina Care Inc	HI
KAMEHAMEHA SCHOOLS	HI
Kauai Community College	HI
Kauai County Council	HI
Kauai Youth Basketball Association	HI
KE KULA O S. M. KAMAKAU	HI
Keawala'i Congregational Church	HI
KIHEI CHARTER SCHOOL	HI
Kipuka o Ke Ola	HI
KONA PACIFIC PUBLIC CHARTER SCHOOL	HI
Kroc Center Hawaii	HI
Kumpang Lanai	HI
Kumulani Chapel	HI
Kupu	HI
Lanai Community Health Center	HI
Lanai Community Hospital	HI
Lanai Federal Credit Union	HI
Lanai Youth Center	HI
LANAKILA REHABILITATION CENTER INC.	HI
LearningRx Honolulu West	HI
Leeward Community Church	HI
LEEWARD HABITAT FOR HUMANITY	HI
Malama Honua Public Charter School	HI

Manoa Heritage Center	HI
Marine Corps Community Service	HI
MARINE SURF WAIKIKI, INC.	HI
MARYKNOLL SCHOOL	HI
Maui Aids Foundation Inc	HI
MAUI COUNTY COUNCIL	HI
MAUI COUNTY FCU	HI
MAUI ECONOMIC DEVELOPMENT BOARD	HI
MAUI ECONOMIC OPPORTUNITY, INC.	HI
MAUI FAMILY YMCA	HI
Maui High Band Booster Club	HI
Maui Police Department	HI
Montessori Community School	HI
Mutual Housing Association of Hawaii	HI
NA HALE O MAUI	HI
NA LEI ALOHA FOUNDATION	HI
Naalehu Assembly of God	HI
Native Hawaiian Hospitality Association	HI
NETWORK ENTERPRISES, INC.	HI
Office of the Governor	HI
Olanur	HI
One Kalakaua	HI
ORI ANUENUE HALE, INC.	HI
Our Savior Lutheran School	HI
outrigger canoe club	HI
PACIFIC BUDDHIST ACADEMY	HI
PARTNERS IN DEVELOPMENT FOUNDATION	HI
Pohaha I Ka Lani	HI
POLYNESIAN CULTURAL CENTER	HI
Pukalani Baptist Church	HI
PUNAHOU SCHOOL	HI
Puu Heleakala Community Association	HI
Queen Emma Gardens AOA	HI
READ TO ME INTERNATIONAL FOUNDATION	HI
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	HI
Ricoh	HI
ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII	HI
Saint Louis School	HI
School Lunch Program	HI

Silver Dolphin Bistro	HI
SOH- JUDICIARY CONTRACTS AND PURCH	HI
ST JOHN THE BAPTIST	HI
St. Francis Healthcare System	HI
St. Theresa School	HI
STATE DEPARTMENT OF DEFENSE	HI
STATE OF HAWAII	HI
State of Hawaii - Office of Enterprise Technology Services	HI
State of Hawaii Department of Human Services	HI
State of Hawaii Department of Transportation	HI
State of Hawaii-Department of Health- Disability & Communication Access	HI
STATE OF HAWAII, DEPT. OF EDUCATION	HI
Tetrahedron Sourcing	HI
Third Judicial Circuit - State of Hawaii	HI
Tri-Isle RC&D	HI
Tri-Isle Resource Conservation and Development District	HI
Tutu and Me Traveling Preschool	HI
United Chinese Society	HI
UNIVERSITY OF HAWAII AT MANOA	HI
UNIVERSITY OF HAWAII FEDERAL CREDIT UNION	HI
University of the Nations	HI
US Navy	HI
Variety School of Hawaii	HI
W. M. KECK OBSERVATORY	HI
WAIANAE COMMUNITY OUTREACH	HI
Waimanalo Elementary and Intermediate School	HI
West Maui Community Federal Credit Union	HI
Western Pacific Fisheries Council	HI
YMCA OF HONOLULU	HI
Hawaii County	HI
Honolulu County	HI
Kauai County	HI
Maui County	HI
Kalawao County	HI
Aiea	HI
Anahola	HI
Barbers Point N A S	HI

Camp H M Smith	HI
Captain Cook	HI
Eleele	HI
Ewa Beach	HI
Fort Shafter	HI
Haiku	HI
Hakalau	HI
Haleiwa	HI
Hana	HI
Hanalei	HI
Hanamaulu	HI
Hanapepe	HI
Hauula	HI
Hawaii National Park	HI
Hawaiian Ocean View	HI
Hawi	HI
Hickam AFB	HI
Hilo	HI
Holualoa	HI
Honaunau	HI
Honokaa	HI
Honolulu	HI
Honomu	HI
Hoolehua	HI
Kaaawa	HI
Kahuku	HI
Kahului	HI
Kailua	HI
Kailua Kona	HI
Kalaheo	HI
Kalaupapa	HI
Kamuela	HI
Kaneohe	HI
Kapaa	HI
Kapaau	HI
Kapolei	HI
Kaunakani	HI
Kaunakakai	HI
Kawela Bay	HI
Keaau	HI
Kealahou	HI

Kealia	HI
Keauhou	HI
Kekaha	HI
Kihei	HI
Kilauea	HI
Koloa	HI
Kualapuu	HI
Kula	HI
Kunia	HI
Kurtistown	HI
Lahaina	HI
Laie	HI
Lanai City	HI
Laupahoehoe	HI
Lawai	HI
Lihue	HI
M C B H Kaneohe Bay	HI
Makawao	HI
Makaweli	HI
Maunaloa	HI
Mililani	HI
Mountain View	HI
Naalehu	HI
Ninole	HI
Ocean View	HI
Ookala	HI
Paauhau	HI
Paauilo	HI
Pahala	HI
Pahoa	HI
Paia	HI
Papaaloa	HI
Papaikou	HI
Pearl City	HI
Pearl Harbor	HI
Pepeekeo	HI
Princeville	HI
Pukalani	HI
Puunene	HI
Schofield Barracks	HI
Tripler Army Medical Center	HI

Volvano	HI
Wahiawa	HI
Waialua	HI
Waianae	HI
Waikoloa	HI
Wailuku	HI
Waimanalo	HI
Waimea	HI
Waipahu	HI
Wake Island	HI
Wheeler Army Airfield	HI
Brigham Young University - Hawaii	HI
Chaminade University of Honolulu	HI
Hawaii Business College	HI
Hawaii Pacific University	HI
Hawaii Technology Institute	HI
Heald College - Honolulu	HI
Remington College - Honolulu Campus	HI
University of Phoenix - Hawaii Campus	HI
Hawaii Community College	HI
Honolulu Community College	HI
Kapiolani Community College	HI
Kauai Community College	HI
Leeward Community College	HI
Maui Community College	HI
University of Hawaii at Hilo	HI
University of Hawaii at Manoa	HI
Windward Community College	HI
123d Fighter Squadron	OR
211INFO	OR
300 Main Inc	OR
1000 FRIENDS OF OREGON	OR
A FAMILY FOR EVERY CHILD	OR
A Hope For Autism Foundation	OR
A Jesus Church Family	OR
A. C. Gilbert's Discovery Village	OR
A&I Benefit Plan Administrators, Inc.	OR
ABIQUA SCHL	OR
Abuse Recovery Ministry & Services	OR
Access Inc	OR
ACUMENTRA HEALTH	OR

Adapt	OR
ADDICTIONS RECOVERY CENTER, INC	OR
Adelante Mujeres	OR
advocate care	OR
African American Health Coaliton, Inc.	OR
Agia Sophia Academy	OR
Aging and People with Disabilities	OR
Albany Partnership for Housing and Community Development	OR
Albany Police Department	OR
Albertina Kerr Centers	OR
Aldersgate Camps and Retreats	OR
All God's Children International	OR
ALLFOURONE/CRESTVIEW CONFERENCE CTR.	OR
ALLIANCE CHARTER ACADEMY	OR
Alpha Lambda House Corporation	OR
Alvord Taylor	OR
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	OR
ALZHEIMERS NETWORK OF OREGON	OR
Amani Center	OR
American Legion Aloha Post 104	OR
American Tinnitus Association	OR
Amity Fire District	OR
Amity School District 4-J	OR
Ananda Center at Laurelwood	OR
ANGELL JOB CORPS	OR
Apostolic Church of Jesus Christ	OR
ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	OR
ARLINGTON SCHOOL DISTRICT NO. 3	OR
Ascension Episcopal Parish	OR
Ashbrook Independent School	OR
Ashland Art Center	OR
ASHLAND COMMUNITY HOSPITAL	OR
ASHLAND PUBLIC SCHLS	OR
Association of Oregon Community Mental Health Programs	OR
Association of Oregon Corrections Employees, Inc.	OR
ASSOCIATION OF OREGON COUNTIES	OR

ASTORIA SCHOOL DISTRICT 1C	OR
ATHENA LIBRARY FRIENDS ASSOCIATION	OR
Athena Weston School District 29RJ	OR
Aurora Rural Fire District	OR
Auxiliary services	OR
AVON	OR
Bags of Love	OR
Baker County	OR
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	OR
Baker Elks	OR
BAKER SCHOOL DISTRICT 5-J	OR
BANDON SCHOOL DISTRICT	OR
Banks Fire District #13	OR
BANKS SCHOOL DISTRICT	OR
BARLOW YOUTH FOOTBALL	OR
Barter Union International	OR
BAY AREA FIRST STEP, INC.	OR
BAY AREA HOSPITAL DISTRICT	OR
Bay Area Labor Center	OR
Beaverton Christians Church	OR
Beaverton Rock Creek Foursquare Church	OR
BEAVERTON SCHOOL DISTRICT	OR
Bend Elks Lodge 1371	OR
Bend International School	OR
Bend Metro Park & Recreation District	OR
Bend Park and Recreation District	OR
BEND-LA PINE SCHOOL DISTRICT	OR
Bend-La Pine Schools	OR
BENTON COUNTY	OR
BENTON HOSPICE SERVICE	OR
Benton Soil & Water Conservation District	OR
Best Care Treatment Center	OR
Beta Omega Alumnae	OR
BETHEL CHURCH OF GOD	OR
Bethel School District #52	OR
Bethesda Lutheran Church	OR
Bethlehem Christian Pre-School	OR
BIENESTAR, INC.	OR
BILL HUNT	OR
Billy Webb Elks lodge #1050	OR
BioGift Anatomical	OR

BIRCH COMMUNITY SERVICES, INC.	OR
BIRTHINGWAY COLLEGE OF MIDWIFERY	OR
BLACHLY LANE ELECTRIC COOPERATIVE	OR
Blachly-Lane Electric Co-op	OR
Blanchet House of Hospitality	OR
BLIND ENTERPRISES OF OREGON	OR
BLUE MOUNTAIN COMMUNITY COLLEGE	OR
BNAI BRITH CAMP	OR
BOARD OF MEDICAL EXAMINERS	OR
Boardman Rural Fire Protection District	OR
Bob Belloni Ranch, Inc.	OR
BONNEVILLE ENVIRONMENTAL FOUNDATION	OR
Bonneville Power Administration	OR
Boys & Girls Club of Corvallis	OR
Boys & Girls Club of Salem, Marion & Polk Counties	OR
Boys & Girls Clubs of Emerald Valley	OR
Boys and Girls Club of the rogue valley	OR
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	OR
Breast Friends	OR
Bridgeport Community Chapel	OR
Bridges to Change	OR
BROAD BASE PROGRAMS INC.	OR
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	OR
Brookings Elks Lodge	OR
Brookings Fire / Rescue	OR
Brookings Harbor Christian School	OR
Brookings- Harbor School District 17c	OR
Brooklyn Primary PTO	OR
Building Healthy Family	OR
Bureau Of Land Management	OR
Burns Paiute Tribe	OR
Butte Creek Scout Ranch	OR
Butte Falls School District	OR
Calvary Assembly of God	OR
Camelto Theatre Company	OR
Camp Fire Columbia	OR
CANBY FOURSQUARE CHURCH	OR
CANBY SCHOOL DISTRICT	OR



Canby School District No 86	OR
Canby Utility	OR
CANCER CARE RESOURCES	OR
Cannon Beach Fire	OR
CANYONVILLE CHRISTIAN ACADEMY	OR
Cappella Romana	OR
CARE OREGON	OR
CASA of Marion County	OR
cascade AIDS	OR
Cascade Health Solutions	OR
Cascade Height Public Charter School PTA	OR
Cascade Housing Association	OR
CASCADE SCHOOL DISTRICT	OR
CASCADES ACADEMY OF CENTRAL OREGON	OR
CASCADES WEST FINANCIAL SERVICES IN	OR
CASCADIA BEHAVIORAL HEALTHCARE	OR
CASCADIA REGION GREEN BUILDING COUNCIL	OR
CATHOLIC CHARITIES	OR
CATHOLIC COMMUNITY SERVICES	OR
CCI Enterprises Inc	OR
Cedar Hills Baptist Church	OR
CEDAR MILL COMMUNITY LIBRARY	OR
Cedar Sinai Park-Robison Jewish Healthcare	OR
CENTENNIAL SCHOOL DISTRICT	OR
CENTER FOR COMMUNITY CHANGE	OR
Center For Continuous Improvement	OR
Center for Family Development	OR
Center for Human Development	OR
CENTER FOR RESEARCH TO PRACTICE	OR
CENTRAL BIBLE CHURCH	OR
CENTRAL CATHOLIC HIGH SCHOOL	OR
CENTRAL CITY CONCERN	OR
CENTRAL CURRY SCHL DIST#1	OR
CENTRAL DOUGLAS COUNTY FAMILY YMCA	OR
Central Lincoln People's Utility District	OR
CENTRAL OREGON COMMUNITY COLLEGE	OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR

CENTRAL OREGON IRRIGATION DISTRICT	OR
Central Oregon Visitors Association	OR
CENTRAL POINT SCHOOL DISTRICT NO. 6	OR
Central Presbyterian Church	OR
CENTRAL SCHOOL DISTRICT 13J	OR
Central School District 13J (Polk County, Oregon)	OR
CHEHALEM PARK AND RECREATION DISTRICT	OR
CHEMEKETA COMMUNITY COLLEGE	OR
Child Evangelism Fellowship	OR
CHILDPEACE MONTESSORI	OR
Children's Relief Nursery	OR
Childsworld Learning Center	OR
Christian Church of Woodburn	OR
Christians As Family Advocates	OR
Church of Christ	OR
CITY BIBLE CHURCH	OR
CITY COUNTY INSURANCE SERVICES	OR
City Government	OR
CITY OF ADAIR VILLAGE	OR
CITY OF ALBANY	OR
CITY OF ASHLAND	OR
City of Astoria Fire Department	OR
CITY OF ASTORIA OREGON	OR
City of Astoria Parks Dept.	OR
CITY OF AUMSVILLE	OR
CITY OF AURORA	OR
City of Baker City	OR
City of Banks	OR
CITY OF BEAVERTON	OR
City Of Bend	OR
CITY OF BOARDMAN	OR
CITY OF BURNS	OR
CITY OF CANBY	OR
CITY OF CANNON BEACH OR	OR
CITY OF CANYONVILLE	OR
City of Carlton	OR
City of Cascade Locks	OR
City of Central Point Parks and Recreation	OR
CITY OF CENTRAL POINT POLICE	OR

CITY OF CLATSKANIE	OR
CITY OF COBURG	OR
City of Columbia City	OR
CITY OF CONDON	OR
CITY OF COOS BAY	OR
City of Cornelius, OR	OR
CITY OF CORVALLIS	OR
City of Corvallis Parks and Recreation	OR
CITY OF COTTAGE GROVE	OR
CITY OF CRESWELL	OR
CITY OF DALLAS	OR
CITY OF DAMASCUS	OR
City of Dayton	OR
City of Donald	OR
CITY OF DUNDEE	OR
City of Durham	OR
CITY OF EAGLE POINT	OR
CITY OF ECHO	OR
CITY OF ESTACADA	OR
City of Eugene	OR
CITY OF EUGENE	OR
CITY OF FAIRVIEW	OR
CITY OF FALLS CITY	OR
City of Florence	OR
City of Forest Grove	OR
CITY OF GATES	OR
CITY OF GEARHART	OR
CITY OF GERVAIS	OR
CITY OF GOLD HILL	OR
CITY OF GRANTS PASS	OR
CITY OF GRESHAM	OR
CITY OF HALSEY	OR
CITY OF HAPPY VALLEY	OR
City of Harrisburg	OR
CITY OF HEPPNER	OR
CITY OF HERMISTON	OR
CITY OF HILLSBORO	OR
CITY OF HOOD RIVER	OR
City of Independence	OR
CITY OF JOHN DAY	OR
City of Joseph	OR

City of junction city	OR
CITY OF KLAMATH FALLS	OR
CITY OF LA GRANDE	OR
CITY OF LAKE OSWEGO	OR
CITY OF LAKESIDE	OR
CITY OF LEBANON	OR
CITY OF LINCOLN CITY	OR
CITY OF MADRAS	OR
CITY OF MALIN	OR
CITY OF MCMINNVILLE	OR
CITY OF MEDFORD	OR
CITY OF MILL CITY	OR
CITY OF MILLERSBURG	OR
City of Milton-Freewater	OR
CITY OF MILWAUKIE	OR
City Of Molalla	OR
City of Monmouth	OR
City of Monmouth / Public Works	OR
CITY OF MORO	OR
CITY OF MOSIER	OR
City of Mt. Angel	OR
City of Nehalem	OR
CITY OF NEWBERG	OR
CITY OF NORTH PLAINS	OR
City of North Powder	OR
City of Ontario	OR
CITY OF OREGON CITY	OR
City of Pendleton Convention Center	OR
City of Pendleton Parks & Recreation	OR
City of Philomath	OR
CITY OF PHOENIX	OR
CITY OF PILOT ROCK	OR
CITY OF PORT ORFORD	OR
CITY OF PORTLAND	OR
City of Portland Parks Bureau	OR
CITY OF POWERS	OR
CITY OF PRAIRIE CITY	OR
CITY OF REDMOND	OR
CITY OF REEDSPORT	OR
City of Richland	OR
CITY OF RIDDLE	OR

CITY OF SALEM	OR
City of Salem Fire Department	OR
CITY OF SANDY	OR
CITY OF SCAPPOOSE	OR
CITY OF SCIO	OR
CITY OF SEASIDE	OR
City of Seaside Police Department	OR
CITY OF SHADY COVE	OR
City of Sheridan	OR
CITY OF SHERWOOD	OR
CITY OF SILVERTON	OR
City of Sodaville	OR
CITY OF SPRINGFIELD	OR
City of St. Helens	OR
CITY OF ST. PAUL	OR
CITY OF STAYTON	OR
City of Sublimity	OR
CITY OF SWEETHOME	OR
City of Talent	OR
CITY OF THE DALLES	OR
CITY OF TIGARD, OREGON	OR
City of Troutdale	OR
CITY OF TUALATIN, OREGON	OR
City of Union	OR
City of Veneta	OR
CITY OF WARRENTON	OR
CITY OF WEST LINN/PARKS	OR
City of Westfir	OR
CITY OF WILSONVILLE	OR
CITY OF WINSTON	OR
CITY OF WOOD VILLAGE	OR
CITY OF WOODBURN	OR
CITY OF YACHATS	OR
City of Yoncalla	OR
CLACKAMAS COMMUNITY COLLEGE	OR
clackamas county	OR
Clackamas County Disaster Management	OR
Clackamas County Juvenile Dept	OR
Clackamas County Service District # 1/Tri-City Service District	OR
Clackamas County Water Environment Services	OR

CLACKAMAS EDUCATION SERVICE DISTRICT	OR
CLACKAMAS FIRE DIST#1	OR
Clackamas River Trout Unlimited	OR
CLACKAMAS RIVER WATER	OR
Clackamas River Water Providers	OR
CLACKAMS COUNTY COMMUNITY CORRECTIONS	OR
CLASSROOM LAW PROJECT	OR
Clatskanie People's Utility District	OR
Clatskanie RFPD	OR
CLATSKANIE SCHL DIST #6J	OR
Clatsop Behavioral Healthcare	OR
Clatsop Care Health District-Clatsop Retirement Village	OR
Clatsop Community College	OR
CLATSOP COUNTY	OR
Clatsop County Sheriff's Office	OR
Clean Slate Canine Rescue & Rehabilitation	OR
CLEAN WATER SERVICES	OR
Clear Creek Middle School	OR
Coalition for a Livable Future	OR
COAST REHABILITATION SERVICES	OR
Coastal Family Health Center	OR
COLLEGE HOUSING NORTHWEST	OR
College Possible	OR
College United Methodist Church	OR
COLTON SCHL DIST 53	OR
COLUMBIA 911 COMMUNICATIONS DISTRICT	OR
Columbia Academy	OR
COLUMBIA CHRISTIAN SCHOOL	OR
COLUMBIA COMMUNITY MENTAL HEALTH	OR
COLUMBIA COUNTY, OREGON	OR
COLUMBIA GORGE COMMUNITY COLLEGE	OR
columbia gorge discovery center and museum	OR
Columbia Gorge ESD	OR
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON	OR
Columbia River Fire & Rescue	OR
Columbia River Inter-tribal Fish Commission	OR
COLUMBIA RIVER PUD	OR

COMMUNITY ACTION ORGANIZATION	OR
COMMUNITY ACTION TEAM, INC.	OR
COMMUNITY CANCER CENTER	OR
Community Connection of Northeast Oregon, Inc.	OR
Community Energy Project	OR
COMMUNITY HEALTH CENTER, INC	OR
Community in Action	OR
Community Shelter and Assistance Corporation	OR
COMMUNITY VETERINARY CENTER	OR
CONCORDIA UNIV	OR
CONFEDERATED TRIBES OF GRAND RONDE	OR
Confederated Tribes of Warm Springs	OR
Confederation of Oregon School Administrators	OR
CONFLUENCE ENVIRONMENTAL CENTE	OR
CONSERVATION BIOLOGY INSTITUTE	OR
Constructing Hope Pre-Apprenticeship Program	OR
Consumers Power Inc.	OR
CONTEMPORARY CRAFTS MUSEUM AND GALLERY	OR
Coos Art Museum	OR
COOS BAY SCHOOL DISTRICT	OR
COOS BAY SCHOOL DISTRICT NO.9	OR
coos county	OR
Coquille Economic Development Corporation	OR
Coquille Indian Housing Authority	OR
COQUILLE SCHOOL DISTRICT 8	OR
Corban College	OR
CORBETT SCHL DIST #39	OR
Corvallis Caring Place	OR
CORVALLIS MOUNTAIN RESCUE UNIT	OR
Corvallis School District 509J	OR
Corvallis Waldorf School	OR
COUNTY OF YAMHILL SCHOOL DISTRICT 29	OR
Cove City Hall	OR
COVENANT CHRISTIAN HOOD RIVER	OR
crescent grove cemetery	OR
CRESWELL SCHOOL DISTRICT	OR

CROOK COUNTY ROAD DEPARTMENT	OR
CROOK COUNTY SCHOOL DISTRICT	OR
Crooked River Ranch Rural Fire Protection District	OR
CROSSROADS CHRISTIAN SCHOOL	OR
CS LEWIS ACADEMY	OR
CULVER SCHOOL DISTRICT NO.	OR
Curry County Habitat for Humanity	OR
CURRY COUNTY OREGON	OR
Curry Health Network	OR
Curry Public Transit Inc	OR
Dallas Church	OR
DALLAS SCHOOL DISTRICT NO. 2	OR
DAVID DOUGLAS SCHOOL DISTRICT	OR
Dayspring Fellowship	OR
Daystar Education, Inc.	OR
Dayton Christian Church	OR
DAYTON SCHOOL DISTRICT NO.8	OR
DE LA SALLE N CATHOLIC HS	OR
DECISION SCIENCE RESEARCH INSTITUTE, INC.	OR
Deer Creek Elementary School	OR
Deer Meadow Assisted Living	OR
DELIGHT VALLEY CHURCH OF CHRIST	OR
Delphian School	OR
Department of Administrative Services	OR
DePaul Treatment Centers, Inc.	OR
DESCHUTES COUNTY	OR
DESCHUTES COUNTY RFPD NO.2	OR
DESCHUTES COUNTY SD NO.6 - SISTERS SD	OR
DESCHUTES PUBLIC LIBRARY	OR
DESCHUTES PUBLIC LIBRARY SYSTEM	OR
DFHFJDG	OR
Dial-A-Bus	OR
Direction Service, Inc.	OR
Disjecta Contemporary Art Center	OR
DOGS FOR THE DEAF, INC.	OR
DOUGLAS COUNTY	OR
DOUGLAS COUNTY SCHOOL DISTRICT 116	OR
DOUGLAS EDUCATION SERVICE DISTRICT	OR

DOUGLAS ELECTRIC COOPERATIVE, INC.	OR
DOUGLAS FOREST PROTECTIVE	OR
Dove Medical	OR
Dress for Success Oregon	OR
DrupalCon Inc., DBA Drupal Association	OR
Dufur Christian Church	OR
DUFUR SCHOOL DISTRICT NO.29	OR
Eagle Point School District #9	OR
Eagle point school district #9	OR
EagleRidge High School	OR
Early College High School	OR
EAST HILL CHURCH	OR
EAST MULTNOMAH SOIL AND WATER CONSERVANCY	OR
East River Fellowship	OR
EAST SIDE FOURSQUARE CHURCH	OR
EAST WEST MINISTRIES INTERNATIONAL	OR
Eastern Oregon Alcoholism Foundation	OR
EAstern Oregon Trade and Event Center	OR
EASTERN OREGON UNIVERSITY	OR
Echo School District	OR
Echo Theater Company	OR
Ecola Bible School	OR
Ecotrust	OR
EDUCATION NORTHWEST	OR
Education Travel & Culture, Inc.	OR
EDUCATIONAL POLICY IMPROVEMENT CENTER	OR
Edwards Center Inc	OR
eickhoff dev co inc	OR
ELAW	OR
Elderhealth and Living	OR
Elgin school dist.	OR
ELKTON SCHOOL DISTRICT NO.34	OR
ELMIRA CHURCH OF CHRIST	OR
Emerald Media Group	OR
EMERALD PUD	OR
Emmanuel Bible Church	OR
EMMAUS CHRISTIAN SCHOOL	OR
EN AVANT, INC.	OR
Energy Trust of Oregon	OR
ENTERPRISE FOR EMPLOYMENT	OR

AND EDUCATION	
environmental law alliance worldwide	OR
EPUD-Emerald People's Utility District	OR
Estacada Rural Fire District	OR
ESTACADA SCHOOL DISTRICT NO.108	OR
EUGENE BALLET COMPANY	OR
Eugene Builders Exchange	OR
EUGENE CHRISTIAN FELLOWSHIP	OR
Eugene Country Club	OR
Eugene Swim and Tennis Club	OR
EUGENE SYMPHONY ASSOCIATION, INC.	OR
EUGENE WATER & ELECTRIC BOARD	OR
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.	OR
Evergreen Wings and Waves	OR
FACILITIES	OR
FAIRFIELD BAPTIST CHURCH	OR
FAITH CENTER	OR
Faith Christian Fellowship	OR
FAITHFUL SAVIOR MINISTRIES	OR
Falls City School District #57	OR
FAMILIES FIRST OF GRANT COUNTY, INC.	OR
Family Building Blocks	OR
FAMILY CARE INC	OR
FANCONI ANEMIA RESEARCH FUND INC.	OR
FARMWORKER HOUSING DEV CORP	OR
Farmworkers Housing Development Corporation	OR
Feral Cat Awareness Team	OR
Fern Ridge Library District	OR
Fern Ridge School District 28J	OR
First Baptist Church	OR
First Baptist Church of Enterprise	OR
FIRST BAPTIST CHURCH OF EUGENE	OR
FIRST CHRISTIAN CHURCH	OR
FIRST CHURCH OF THE NAZARENE	OR
First Congregational Chrch	OR
First Evangelical Presbyterian Church of Oregon City	OR
First Lutheran Church of Astoria	OR
First Presbyterian Church of La Grande	OR

FIRST UNITARIAN CHURCH	OR
First United Methodist Church	OR
First United Presbyterian Church	OR
FLORENCE AREA CHAMBER OF COMMERCE	OR
Florence Police Department	OR
Florence United Methodist Church	OR
Food for Lane County	OR
FORD FAMILY FOUNDATION	OR
FOREST GROVE SCHOOL DISTRICT	OR
Forest Park Conservancy	OR
FOSSIL SCHOOL DISTRICT 21J	OR
FOUNDATIONS FOR A BETTER OREGON	OR
Fr. Bernard Youth Center	OR
French American International School	OR
French American School	OR
Friendly House, Inc.	OR
Friends for Animals	OR
Friends of Driftwood Library	OR
FRIENDS OF THE CHILDREN	OR
Friends of the Opera House	OR
Full Access	OR
fund for christain charity	OR
Fund For Christian Charity	OR
Fur Footed Rescue, Inc.	OR
G.O.B.H.I	OR
Garten Services Inc	OR
GASTON RURAL FIRE DEPARTMENT	OR
GASTON SCHOOL DISTRICT 511J	OR
Gates Community Church of Christ	OR
Gateway Prebyterian Church	OR
GATEWAY TO COLLEGE NATIONAL NETWORK	OR
Gearhart Fire Department	OR
GeerCrest Farm & Historical Society	OR
GEN CONF OF SDA CHURCH WESTERN OR	OR
GEORGE FOX UNIVERSITY	OR
GERVAIS SCHOOL DIST. #1	OR
GILLIAM COUNTY	OR
GILLIAM COUNTY OREGON	OR
Girl Scouts of Oregon and SW Washington, Inc.	OR

GLADSTONE POLICE DEPARTMENT	OR
Gladstone Public Library	OR
GLADSTONE SCHOOL DISTRICT	OR
Gladstone Senior Center	OR
GLENDALE RURAL FIRE DISTRICT	OR
GLENDALE SCHOOL DISTRICT	OR
GLIDE SCHOOL DISTRICT NO.12	OR
GOAL ONE COALITION	OR
God""s Storehouse Pantry	OR
GOLD BEACH POLICE DEPARTMENT	OR
Golf Charities Foundation, Inc.	OR
Gollux	OR
Good Samaritan Ministries	OR
Good Samaritan Ministry	OR
GOOD SHEPHERD COMMUNITIES	OR
Good Shepherd Medical Center	OR
Goodwill Industries of Lane and South Coast	OR
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	OR
GRACE BAPTIST CHURCH	OR
Grace Baptist Church of St. Helens, Lil Learners Preschool	OR
Grace Christian Fellowship	OR
Grace Community Church	OR
Grace Lutheran Church of Molalla	OR
Grace Lutheran School	OR
Grand View Baptist Church	OR
Grande Ronde Model Watershed Foundation	OR
Grant Community School	OR
Grant County Economic Developement	OR
GRANT COUNTY, OREGON	OR
GRANT PARK CHURCH	OR
Grantmakers for Education	OR
GRANTS PASS MANAGEMENT SERVICES, DBA	OR
GRANTS PASS SCHOOL DISTRICT 7	OR
Grants Pass Seventh-day Adventist Church	OR
Great Portland Bible	OR
GREATER ALBANY PUBLIC SCHOOL DISTRICT	OR
GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR
Greater Portland INC	OR

Green Electronics Council	OR
Greenleaf Industries	OR
Gresham Police Department	OR
GRESHAM-BARLOW SCHOOL DISTRICT	OR
GWPMs	OR
HALFWAY HOUSE SERVICES, INC.	OR
Halsey-Shedd Fire District	OR
Happy Canyon Company	OR
Harney County Community Corrections	OR
HARNEY COUNTY SCHOOL DIST. NO.3	OR
HARNEY COUNTY SHERIFFS OFFICE	OR
HARNEY EDUCATION SERVICE DISTRICT	OR
HARRISBURG SCHL DIST	OR
Harvest Church	OR
HEAD START OF LANE COUNTY	OR
Health Share of Oregon	OR
HEARING AND SPEECH INSTITUTE INC	OR
Heartfelt Obstetrics & Gynecology	OR
Helix School Dist #1 R	OR
Helix School District	OR
HELP NOW! ADVOCACY CENTER	OR
Hemp Shield	OR
HERITAGE CHRISTIAN SCHOOL	OR
Hermiston Christian Center & School	OR
Hermiston Fire & Emergency Svcs	OR
hermiston school district	OR
HHoly Trinity Greek Orthodox Cathedral	OR
HIGH DESERT EDUCATION SERVICE DISTRICT	OR
hillsboro school district	OR
Hinson Baptist Church	OR
Historical Outreach Foundation	OR
HIV ALLIANCE, INC	OR
HOLT INTL CHILD	OR
Holy Family Academy	OR
Home Builders	OR
homeforward	OR
HOOD RIVER COUNTY	OR
HOOD RIVER COUNTY SCHOOL DISTRICT	OR
HOODLAND FIRE DISTRICT NO.74	OR

Hope chinese charter	OR
Hope Church of The Assemblies of God Albany Oregon	OR
HOPE LUTHERAN CHURCH	OR
HOPE POINT CHURCH	OR
HOSANNA CHRISTIAN SCHL	OR
Hospice Center Bend La Pine	OR
House of Prayer for All Nations	OR
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OR
HOUSING AUTHORITY OF CLACKAMAS COUNTY	OR
Housing Authority of Douglas County	OR
HOUSING AUTHORITY OF LINCOLN COUNTY	OR
HOUSING AUTHORITY OF PORTLAND	OR
HOUSING AUTHORITY OF THE CITY OF SALEM	OR
Housing Authority of Yamhill County	OR
Housing Development Center	OR
HOUSING NORTHWEST	OR
Human Solutions, Inc.	OR
IBEW280	OR
Ike Box Cafe	OR
Illinois Valley Fire District	OR
Imbler School District #11	OR
Immanuel Lutheran School	OR
Incite Incorporated	OR
Independent Development Enterprise Alliance	OR
Independent Environments Inc	OR
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	OR
Insight School of Oregon Painted Hills	OR
Institute of Technology	OR
Instituto de Cultura y Arte In Xochitl In Cuicatl	OR
INTER MOUNTAIN ESD	OR
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	OR
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OR
InventSuccess	OR
IONE HIGH SCHOOL	OR
IRCO	OR



JACKSON CO SCHOOL DIST NO.9	OR
jackson county	OR
Jackson County School District No. 5	OR
Jackson-Josephine 4-C Council	OR
Jason Lee Manor/UMRC	OR
JASPER MOUNTAIN	OR
JEFFERSON COUNTY	OR
JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR
Jefferson Park and Recreation	OR
JEFFERSON SCHOOL DISTRICT	OR
JENCO INTERNATIONAL, INC.	OR
JESUIT HIGH SCHL EXEC OFC	OR
Jesus Pursuit Church	OR
Joseph School District	OR
josephine county	OR
Josephine County Public Works	OR
Joy Church Eugene	OR
Joyful Servant Lutheran Church	OR
Junction City High School	OR
Junction City/Harrisburg/Monroe Habitat for Humanity	OR
JUNIOR ACHIEVEMENT	OR
Kairos	OR
Kartini Clinic	OR
Kbps Public Radio	OR
Keizer Fire District	OR
KEIZER POLICE DEPARTMENT	OR
Kid Time	OR
KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR
Kids Unllimited Academy	OR
Kilchis House	OR
KLAMATH COMMUNITY COLLEGE DISTRICT	OR
klamath county	OR
KLAMATH COUNTY 9-1-1	OR
Klamath County Association of Realtors	OR
Klamath County Fire District No. 1	OR
Klamath County School District	OR
KLAMATH FALLS CITY SCHOOLS	OR
KLAMATH HOUSING AUTHORITY	OR
Klamath Siskiyou Wildlands Center	OR
Knova Learning	OR

Korean Central Covenant Church of Eugene	OR
L""Etoile French Immersion School	OR
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	OR
La Grande Church of the Nazarene	OR
La Grande Family Practice	OR
La Grande Foursquare Church	OR
La Grande Police Department	OR
LA GRANDE SCHOOL DISTRICT	OR
LA GRANDE SCHOOL DISTRICT 001	OR
LA GRANDE UNITED METHODIST CHURCH	OR
La Pine Chamber of Commerce	OR
La Pine Park & Recreation District	OR
Lake Chinook Fire & Rescue	OR
LAKE COUNTY	OR
Lake County Chamber of Commerce Inc	OR
Lake Grove Presbyterian Church	OR
Lake Oswego Montessori School	OR
LAKE OSWEGO SCHOOL DISTRICT 7J	OR
LANE COMMUNITY COLLEGE	OR
Lane Council of Governments	OR
LANE COUNTY	OR
LANE COUNTY SCHOOL DISTRICT 4J	OR
LANE COUNTY SCHOOL DISTRICT 69	OR
Lane County Sheriff""s Office	OR
LANE EDUCATION SERVICE DISTRICT	OR
LANE ELECTRIC COOPERATIVE	OR
LANE MEMORIAL BLOOD BANK	OR
LANE TRANSIT DISTRICT	OR
LANECO FEDERAL CREDIT UNION	OR
LAUREL HILL CENTER	OR
LEAGUE OF OREGON CITIES	OR
League of Women Voters	OR
LEBANON COMMUNITY SCHOOLS NO.9	OR
Legacy Mt. Hood Medical Center	OR
Legal Aid Services of Oregon LITC	OR
LEWIS AND CLARK COLLEGE	OR
Lewis and Clark Rural Fire Protection District	OR
Life Flight Network LLC	OR
LifeSource	OR



LIFEWORCS NW	OR
Lincoln City Chamber of Commerce	OR
LINCOLN COUNTY	OR
LINCOLN COUNTY SCHOOL DISTRICT	OR
LINFIELD COLLEGE	OR
Linn Benton Lincoln Educational Services District	OR
LINN CO. SCHOOL DIST. 95C - SCIO SD	OR
LINN COUNTY	OR
Linn County Sheriff Office	OR
LINN-BENTON COMMUNITY COLLEGE	OR
LINN-BENTON-LINCOLN ESD	OR
Literary Expectations dba Moore Academy	OR
Little Promises Children's Program	OR
Living Opportunities, Inc.	OR
LIVING WAY FELLOWSHIP	OR
Living Word Christian Center	OR
LIVINGSTONE ADVENTIST ACADEMY	OR
Local 290	OR
LOCAL GOVERNMENT PERSONNEL INSTITUTE	OR
Long Creek School District	OR
Long Tom Watershed Council	OR
LOOKING GLASS YOUTH AND FAMILY SERVICES	OR
Love Thy Neighbor services	OR
Lowell Rural Fire Protection District	OR
LOWELL SCHOOL DISTRICT NO.71	OR
Lower Columbia Estuary Partnership	OR
LUCKIAMUTE VALLEY CHARTER SCHOOLS	OR
Lucky Paws Rescue	OR
LUKE DORF INC	OR
MACDONALD CENTER	OR
Mainstage Theatre Company	OR
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	OR
MALIN COMMUNITY PARK AND RECREATION DISTRICT	OR
Maranatha Church	OR
MARCOLA SCHL DIST	OR
MARCOLA SCHOOL DISTRICT 079J	OR

MARION COUNTY FIRE DISTRICT #1	OR
MARION COUNTY HEALTH DEPT	OR
MARION COUNTY HOUSING AUTHORITY	OR
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	OR
Marist Catholic High School	OR
Marist High School	OR
MARYLHURST UNIVERSITY	OR
Mastery Learning Institute	OR
Math Learning Center, The	OR
McKay High School	OR
McKenzie Personnel Systems	OR
McKenzie River Trust	OR
MCKENZIE SCHOOL DISTRICT 068	OR
MCKENZIEWATERSHED COUNCIL	OR
McMinnville Adventist Christian School	OR
McMinnville Police Department	OR
MCMINNVILLE SCHOOL DISTRICT NO.40	OR
McMinnville Water & Light	OR
MEALS ON WHEELS PEOPLE, INC.	OR
MECOP Inc.	OR
Mederi Foundation DBA Mederi Center for Natural Healing	OR
MEDFORD SCHOOL DISTRICT 549C	OR
MEDFORD WATER COMMISSION	OR
MEDICAL TEAMS INTL	OR
MENNONITE HOME OF ALBANY INC	OR
Mental Health for Children, Inc.	OR
Merchants Exchange of Portland, Oregon	OR
Mercy Flights, Inc.	OR
METRO	OR
METRO HOME SAFETY REPAIR PROGRAM	OR
METROEAST COMMUNITY MEDIA	OR
Metropolitan Contractor Improvement Partnership	OR
METROPOLITAN EXPOSITION-RECREATION COMMISSION	OR
METROPOLITAN FAMILY SERVICE	OR
Mid Columbia Childrens Council	OR
MID COLUMBIA COUNCIL OF GOVERNMENTS	OR
MID COLUMBIA MEDICAL CENTER- GREGAT "N SMAI I	OR

Mid Rogue Imaging Center	OR
Mid Willamette Valley Community Action	OR
MID-COLUMBIA CENTER FOR LIVING	OR
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	OR
Mill City RFPD	OR
Milton-Freewater Unified School District No 7	OR
Milwaukie-Portland Lodge No.142 Benevolent and Protective Order of Elk	OR
Mission Increase Foundation	OR
MITCH CHARTER SCHOOL	OR
MOLALLA RIVER ACADEMY	OR
Molalla River School District	OR
MOLALLA RIVER SCHOOL DISTRICT NO.35	OR
Molalla Rural Fire Protection District	OR
Monet""s Children""s Circle	OR
MONMOUTH - INDEPENDENCE NETWORK	OR
MONROE SCHOOL DISTRICT NO.1J	OR
monument school	OR
MORNING STAR MISSIONARY BAPTIST CHURCH	OR
MORRISON CHILD AND FAMILY SERVICES	OR
MORROW COUNTY	OR
MORROW COUNTY SCHOOL DISTRICT	OR
MOSAIC CHURCH	OR
Mosier Community School	OR
Mount Angel Abbey	OR
Mount Pisgah Arboretum	OR
Mountain Valley Therapy	OR
Mountain View Academy	OR
MSB	OR
Mt Emily Safe Center	OR
Mt Hood Hospice	OR
MT. ANGEL SCHOOL DISTRICT NO.91	OR
MT. HOOD COMMUNITY COLLEGE	OR
MT.SCOTT LEARNING CENTERS	OR
Muddy Creek Charter School	OR
MULTISENSORY LEARNING ACADEMY	OR
MULTNOMAH BIBLE COLLEGE	OR

MULTNOMAH COUNTY	OR
Multnomah County Department of Community Justice	OR
Multnomah County Dept of County Assets	OR
MULTNOMAH EDUCATION SERVICE DISTRICT	OR
MULTNOMAH LAW LIBRARY	OR
MULTONAH COUNTY DRAINAGE DISTRICT #1	OR
MYRTLE POINT SCHOOL DISTRICT NO.41	OR
NAMI LANE COUNTY	OR
NAMI of Washington County	OR
NAMI OREGON	OR
National Christian Community Foundation	OR
NATIONAL COLLEGE OF NATURAL MEDICINE	OR
NATIONAL PSORIASIS FOUNDATION	OR
NATIONAL WILD TURKEY FEDERATION	OR
Native American Youth and Family Center Early College Academy	OR
NEAH KAH NIE WATER DISTRICT	OR
NEAH-KAH-NIE DISTRICT NO.56	OR
NEDCO	OR
Nehalem Bay House	OR
Nehalem Bay Wastewater	OR
NEHALEM ELEMENTARY SCHOOL	OR
NEIGHBORIMPACT	OR
Neskowin Valley School	OR
NESTUCCA VALLEY SCHOOL DISTRICT NO.101	OR
Netarts Water District	OR
Netarts-Oceanside RFPD	OR
Network Charter School	OR
New Artists Performing Arts Productions, Inc.	OR
NEW AVENUES FOR YOUTH INC	OR
New Hope Christain College	OR
NEW HOPE COMMUNITY CHURCH	OR
New Horizon Christian School	OR
New Life Baptist Church	OR
New Life Fellowship Church of God	OR
NEWBERG FRIENDS CHURCH	OR
Nez Perce Tribe	OR

NONPROFIT ASSOCIATION OF OREGON	OR
NORCOR Juvenile Detention	OR
Norkenzie Christian Church	OR
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	OR
NORTH BEND SCHOOL DISTRICT 13	OR
NORTH CLACKAMAS SCHOOL DISTRICT	OR
North Coast Christian Church	OR
North Coast Family Fellowship	OR
North Douglas County Fire & EMS	OR
North Lake School District 14	OR
North Lincoln Fire & Rescue #1	OR
NORTH MARION SCHL DIST	OR
North Pacific District of Foursquare Churches	OR
North Portland Bible College	OR
North Powder Charter School	OR
NORTH SANTIAM SCHOOL DISTRICT 29J	OR
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	OR
NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY	OR
Northern Wasco County PUD	OR
Northwest Academy	OR
Northwest Center for Alternatives to Pesticides	OR
NORTHWEST CHRISTIAN COLLEGE	OR
NORTHWEST ENERGY EFFICIENCY ALLIANCE	OR
Northwest Family Services	OR
NORTHWEST FOOD PROCESSORS ASSOCIATION	OR
Northwest Habitat Institute	OR
Northwest Health Foundation	OR
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR
Northwest Opening	OR
Northwest Power and Conservation Council	OR
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	OR
NORTHWEST YOUTH CORPS	OR
Northwood Christian Church	OR
NW POWER POOL	OR
NW REGIONAL ESD-HILLSBORO	OR
NW Sport Fishing	OR

NYSSA SCHOOL DISTRICT NO. 26	OR
Oak Heights PTC	OR
Oak Hill School	OR
OAK LODGE WATER DISTRICT	OR
OAKLAND SCHOOL DISTRICT 001	OR
Oasis Shelter Home	OR
Obsidian Urgent Care, P.C.	OR
Occu Afghanistan Relief Effort	OR
OCHIN	OR
OEA CHOICE TRUST	OR
OETC	OR
OFFICE OF MEDICAL ASSISTANCE PROGRAMS	OR
OFFICE OF PUBLIC DEFENSE SERVICES	OR
Office of the Ong Term Care Ombudsman	OR
OFFICE OF THE STATE TREASURER	OR
Ohara Catholic School	OR
OHSU FOUNDATION	OR
Old Mill Center for Children and Families	OR
Olive Plaza	OR
Oliver P Lent PTA	OR
OLIVET BAPTIST CHURCH	OR
OMNIMEDIX INSTITUTE	OR
ONTARIO MIDDLE SCHOOL	OR
Ontario School District	OR
Ontario School District 8C	OR
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	OR
Operation Christmas	OR
Opportunity Connections	OR
Opportunity Foundation of central Oregon	OR
OR INT""L PORT OF COOS BAY	OR
Oregoinans for Food & Shelter	OR
Oregon & Southern Idaho District Council of Laborers""	OR
Oregon Air National Guard	OR
Oregon And Southern Idaho Laborers Employers Training School	OR
Oregon Army National Guard	OR
OREGON BALLET THEATRE	OR
OREGON BOARD OF ARCHITECTS	OR
Oregon Board of Chiropractic Examiners	OR

Oregon Cascades West Council of Governments	OR
OREGON CHILD DEVELOPMENT COALITION	OR
Oregon Child Development Coalition (OCDL)	OR
OREGON CITY CHURCH OF THE NAZARENE	OR
OREGON CITY PUBLIC SCHL	OR
Oregon Coast Aquarium, Inc.	OR
OREGON COAST COMMUNITY ACTION	OR
OREGON CORRECTIONS ENTERPRISES	OR
OREGON DEATH WITH DIGNITY	OR
OREGON DEPARTMENT OF EDUCATION	OR
OREGON DEPARTMENT OF FORESTRY	OR
OREGON DEPT OF FISH & WILDLIFE-SAUVIE	OR
OREGON DEPT OF TRANSPORTATION	OR
OREGON DEPT. OF CORRECTIONS	OR
OREGON DEPT. OF EDUCATION	OR
Oregon DEQ	OR
OREGON DONOR PROGRAM	OR
OREGON EDUCATION ASSOCIATION	OR
Oregon Emergency Management	OR
OREGON ENVIRONMENTAL COUNCIL	OR
Oregon Farm Bureau	OR
OREGON FOOD BANK	OR
Oregon Forest Industries Council	OR
Oregon Forest Resources Institute	OR
Oregon Funeral Directors Association	OR
OREGON HEALTH AND SCIENCE UNIVERSITY	OR
Oregon Humanities	OR
Oregon Independent Automobile Dealers Association	OR
Oregon Institute of Technology	OR
Oregon Jewish Community Foundation	OR
Oregon Jewish Museum and Center for Holocaust Education	OR
OREGON JUDICIAL DEPARTMENT	OR
Oregon Laborers-Employer Administrative Fund, LLC	OR
OREGON LONG-TERM CARE & HEALTH	OR

OREGON LOTTERY	OR
Oregon Lyme Disease Network	OR
OREGON MUSEUM OF SCIENCE AND INDUSTRY	OR
Oregon Nikkei Endowment	OR
OREGON OFFICE OF ENERGY	OR
OREGON PEDIATRIC SOCIETY	OR
OREGON PROGRESS FORUM	OR
Oregon Psychoanalytic Center	OR
Oregon Public Broadcasting	OR
Oregon Research Institute	OR
Oregon Rural Electric Cooperative Association	OR
Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	OR
OREGON SCHL BRDS ASSOCIAT	OR
OREGON SCHOOL BOARDS ASSOCIATION	OR
Oregon Social Learning Center	OR
Oregon State Board of Architect Examiners	OR
OREGON STATE BOARD OF NURSING	OR
Oregon State Credit Union	OR
OREGON STATE DEPT OF CORRECTIONS	OR
OREGON STATE FAIR	OR
Oregon State Fair Council	OR
OREGON STATE HOSPITAL	OR
Oregon State Lottery	OR
OREGON STATE POLICE	OR
Oregon State Treasury	OR
Oregon State University	OR
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR
OREGON STATE UNIVERSITY BOOKSTORE INC	OR
OREGON SUPPORTED LIVING PROGRAM	OR
Oregon Technical Assistance Corporation	OR
OREGON TOURISM COMMISSION	OR
OREGON TRAIL SCHOOL DISTRICT NO.46	OR
Oregon Translational Research and Development Institute	OR
OREGON TRAVEL INFORMATION COUNCIL	OR
OREGON UNIVERSITY SYSTEM	OR

OSLC COMMUNITY PROGRAMS	OR
OSLC COMMUNITY PROGRAMS OCP	OR
OSU Deschutes County Extension Service	OR
Oswego Lake Country Club	OR
OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH ALBANY OREGON	OR
OUR LADY OF THE LAKE SCHOOL	OR
OUR SAVIOR""S LUTHERAN CHURCH	OR
Our United Villages	OR
OUTSIDE IN	OR
PACIFIC CASCADE FEDERAL CREDIT UNION	OR
PACIFIC FISHERY MANAGEMENT COUNCIL	OR
PACIFIC INSTITUTES FOR RESEARCH	OR
PACIFIC STATES MARINE FISHERIES COMMISSION	OR
pacific u	OR
PACIFIC UNIVERSITY	OR
PacificSource Health	OR
Pain Society of Oregon	OR
Parenting Now!	OR
Parkinson""s Resources of Oregon	OR
Parkrose School District 3	OR
PARTNERSHIPS IN COMMUNITY LIVING, INC.	OR
PDX Wildlife	OR
Peace Lutheran Church	OR
PENDLETON ACADEMIES	OR
Pendleton Police Department	OR
PENDLETON SCHOOL DISTRICT #16	OR
PENTAGON FEDERAL CREDIT UNION	OR
PHILOMATH SCHOOL DISTRICT	OR
PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR
Phoenix-Talent Schools	OR
Pine Eagle Charter School	OR
PINE-EAGLE SCHOOL DISTRICT 061	OR
PIONEER TELEPHONE COOPERATIVE	OR
PIP Corps LLC	OR
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	OR
PLEASANT HILL SCH DIST #1	OR
PNW. For Puerto Rico Relief	OR

Point West Credit Union	OR
POLK COUNTY	OR
Polk County Fire District No.1	OR
Polk Soil and Water Conservation District	OR
PORT CITY DEVELOPMENT CENTER	OR
PORT OF BANDON	OR
PORT OF CASCADE LOCKS	OR
Port of Garibaldi	OR
Port of Hood River	OR
PORT OF SIUSLAW	OR
PORT OF ST HELENS	OR
PORT OF TILLAMOOK BAY	OR
Port of Toledo	OR
PORT OF UMPQUA	OR
Portland Actors Conservatory	OR
PORTLAND ADVENTIST ACADEMY	OR
PORTLAND ART MUSEUM	OR
PORTLAND BUSINESS ALLIANCE	OR
Portland Christian Center	OR
Portland Christian Schools	OR
PORTLAND COMMUNITY COLLEGE	OR
Portland Community Media	OR
Portland Community Reinvestment Initiatives, Inc.	OR
PORTLAND DEVELOPMENT COMMISSION	OR
PORTLAND HABILITATION CENTER, INC.	OR
Portland Japanese Garden	OR
PORTLAND JEWISH ACADEMY	OR
PORTLAND METRO RESIDENTIAL SERVICES	OR
PORTLAND OIC	OR
Portland Oregon Visitors Association	OR
Portland Parks Foundation	OR
Portland Police Sunshine Division	OR
PORTLAND PUBLIC SCHOOLS	OR
PORTLAND SCHOOLS FOUNDATION	OR
PORTLAND STATE UNIV.	OR
PORTLAND WOMENS CRISIS LINE	OR
Portland Yacht Club	OR
Portland YouthBuilders	OR
Prairie Baptist Church	OR
PREGNANCY RESOUCCE CENTERS	OR

GRETER PORTLAND	
Prince of Peace Lutheran Church & School	OR
PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR
Procurement Services/DAS	OR
PROFESSIONAL GLOBAL EXCHANGE INC.	OR
Prospect School District	OR
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL	OR
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	OR
QUADRIPELEGICS UNITED AGAINST DEPENDENCY, INC.	OR
QUEEN OF PEACE SCHOOL	OR
Rainbow Water District	OR
Rainier Assembly of God	OR
RAINIER POLICE DEPARTMENT	OR
RAINIER SCHOOL DISTRICT	OR
RB Pamplin Corportaion	OR
Real Life Christian Church	OR
REALMS CHARTER SCHOOL	OR
REBUILDING TOGETHER - PORTLAND INC.	OR
Redeemer Lutheran Church	OR
REDMOND FIRE & RESCUE	OR
REDMOND PROFICIENCY ACADEMY	OR
REDMOND SCHOOL DISTRICT	OR
REED COLLEGE	OR
REEDSPORT SCHOOL DISTRICT	OR
REGIONAL ARTS AND CULTURE COUNCIL	OR
REGIONAL AUTOMATED INFORMATION NETWORK	OR
RELEVANT LIFE CHURCH	OR
Reliance eHealth Collaborative	OR
Relief Nursery	OR
RENEWABLE NORTHWEST PROJECT	OR
Resource Connections of Oregon	OR
Reynolds High School	OR
REYNOLDS SCHOOL DISTRICT	OR
Riddle School District	OR
Ride Connecton	OR
Risen Records	OR
River Network	OR
Riverdale School District 51J	OR

RIVERGROVE WATER DISTRICT	OR
Rockwood Water P.U.D.	OR
ROCKWOOD WATER PEOPLE""S UTILITY DISTRICT	OR
ROGUE COMMUNITY COLLEGE	OR
ROGUE FEDERAL CREDIT UNION	OR
Rogue River Fire District	OR
ROGUE RIVER SCHOOL DISTRICT NO.35	OR
Rogue River Watershed Council	OR
Rogue Valley Humane Society	OR
Rogue Valley Youth Football	OR
Rolling Hills Baptist Church	OR
Rolling Hills Community Church	OR
RON WILSON CENTER FOR EFFECTIVE LIVING INC	OR
Ronald McDonald House Charities of Oregon & Southwest Washington	OR
Rose Haven	OR
ROSE VILLA, INC.	OR
ROSEBURG PUBLIC SCHOOLS	OR
Rural Development Initiatives	OR
Sabin-Schellenberg Technical Center	OR
Sacred Heart Catholic Church	OR
SACRED HEART CATHOLIC DAUGHTERS	OR
Sacred Heart-St Louis Parish	OR
Safe Harbors	OR
SafeHaven Humane Society	OR
SAIF CORPORATION	OR
SAINT ANDREW NATIVITY SCHOOL	OR
SAINT CATHERINE OF SIENA CHURCH	OR
SAINT JAMES CATHOLIC CHURCH	OR
Salem Academy	OR
Salem Alliance Church	OR
SALEM ALLIANCE CHURCH	OR
Salem Area Chamber of Commerce	OR
SALEM AREA MASS TRANSIT DISTRICT	OR
SALEM ELECTRIC	OR
Salem Evangelical Church	OR
Salem First Presbyterian Church	OR
SALEM FREE CLINICS	OR
Salem keizar school district	OR

Salem Keizer School District Purchasing	OR
Salem-Keizer 24J	OR
SALEM-KEIZER PUBLIC SCHOOLS	OR
SALMON-SAFE INC.	OR
Samaritan Health Services Inc.	OR
San Martin Deporres Catholic Church	OR
SANDY FIRE DISTRICT NO. 72	OR
Sandy Seventh-day Adventist Church	OR
Santiam Assembly of God	OR
SANTIAM CANYON COMMUNICATION CENTER	OR
Santiam Canyon SD 129J	OR
SANTIAM CHRISTIAN SCHOOLS	OR
Scappoose Adventist School	OR
SCAPPOOSE SCHOOL DISTRICT 1J	OR
SCIENCEWORKS	OR
ScienceWorks Museum	OR
Scio High School	OR
Scottish Rite	OR
SE WORKS	OR
Seal Rock Water District	OR
Seaside Fire & Rescue	OR
Seaside Public Library	OR
SEASIDE SCHOOL DISTRICT 10	OR
SECURITY FIRST CHILD DEVELOPMENT CENTER	OR
SEED OF FAITH MINISTRIES	OR
SEIU Local 49	OR
SEIU LOCAL 503, OPEU	OR
SELCO Community Credit Union	OR
SELF ENHANCEMENT INC.	OR
SEPTL Southeast Portland Tool Library	OR
Serendipity Center Inc	OR
SERENITY LANE	OR
Serenity Lane Health Services	OR
Seven Feathers Casino	OR
SEVEN PEAKS SCHOOL	OR
SEXUAL ASSAULT RESOURCE CENTER	OR
Sexual Assault Support Services	OR
Shangri La	OR
Shangri-La	OR
SHELTERCARE	OR

SHERIDAN JAPANESE SCHOOL FOUNDATION	OR
Sheridan School District 48J	OR
SHERMAN COUNTY	OR
SHERMAN COUNTY SCHOOL DISTRICT	OR
SHERMAN DEVELOPMENT LEAGUE, INC.	OR
Sherwood Community Friends Church	OR
SHERWOOD SCHOOL DISTRICT 88J	OR
SILVER FALLS SCHOOL DISTRICT	OR
SILVERTON AREA COMMUNITY AID	OR
Silverton Fire District	OR
Silverton Senior Center	OR
SISKIYOU INITIATIVE	OR
Siuslaw Public Library District	OR
SIUSLAW SCHOOL DISTRICT	OR
Siuslaw School District - Transportation	OR
SMART	OR
Smith Memorial Presbyterian Church	OR
SOCIAL VENTURE PARTNERS PORTLAND	OR
Society of American Foresters	OR
Solutins Yes	OR
SONRISE CHURCH	OR
Soroptimist International of Gold Beach, OR	OR
SOUTH COAST EDUCATION SERVICE DISTRICT	OR
SOUTH COAST HOSPICE, INC.	OR
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE	OR
SOUTH LANE SCHOOL DISTRICT 45J3	OR
South Salem High Music Boosters	OR
SOUTH UMPQUA SCHOOL DISTRICT #19	OR
Southeast Uplift Neighborhood Coalition	OR
Southern Coos Hospital	OR
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	OR
SOUTHERN OREGON EDUCATION SERVICE DISTRICT	OR
SOUTHERN OREGON HUMANE SOCIETY	OR
Southern Oregon Project Hope	OR
SOUTHERN OREGON UNIVERSITY	OR
SOUTHWEST CHARTER SCHOOL	OR
Southwest Christian School	OR



Southwest Neighborhoods, Inc	OR
SOUTHWESTERN OREGON COMMUNITY COLLEGE	OR
Southwestern Oregon Public Defender Services, Inc.	OR
SPARC ENTERPRISES	OR
SPECIAL MOBILITY SERVICES	OR
Sphere MD	OR
SPIRIT WIRELESS	OR
SPONSORS, INC.	OR
SPOTLIGHT THEATRE OF PLEASANT HILL	OR
Springfield Public Library	OR
Springfield Public Schools	OR
SPRINGFIELD SCHOOL DISTRICT NO.19	OR
SPRINGFIELD UTILITY BOARD	OR
Sprinkfield Elks #2145	OR
Spruce Villa, Inc.	OR
St Andrews Presbyterian	OR
St Frederic Catholic Church	OR
St Helens School District	OR
ST HENRYS CHURCH	OR
St John Fisher Catholic Church Portland Oregon	OR
St John the Baptist Greek Orthodox Church	OR
St Mark Presbyterian Church	OR
St Mary's Catholic School and Parish	OR
St Paul Baptist Church	OR
St Paul Catholic Church	OR
St Paul Parish School	OR
ST VINCENT DE PAUL	OR
ST. ANTHONY CHURCH	OR
ST. ANTHONY SCHOOL	OR
St. Elizabeth Ann Seton Church	OR
St. Helens, City of	OR
St. Joseph Shelter	OR
St. Katherine's Catholic Church	OR
St. Luke Catholic School	OR
St. Martins Episcopal church	OR
St. Mary Catholic School	OR
St. Mary School	OR
St. Mary's Church	OR
St. Mary's Episcopal Church	OR

ST. MARYS OF MEDFORD, INC.	OR
St. Matthew Catholic School	OR
St. Paul School District	OR
St. Peter Catholic Church	OR
St. Pius X School	OR
St. Stephen's Academy	OR
St. Therese Parish/School	OR
St. Vincent de Paul Church	OR
ST. VINCENT DEPAUL OF LANE COUNTY	OR
STAND FOR CHILDREN	OR
STANFIELD SCHOOL DISTRICT	OR
STAR OF HOPE ACTIVITY CENTER INC.	OR
State Accident Insurance Fund Corporation	OR
STATE OF OREGON	OR
State of Oregon - Department of Administrative Services	OR
STAYTON FIRE DISTRICT	OR
Stone Creek Christian Church	OR
Store to Door	OR
Street Ministry	OR
Summa Institute	OR
SUMMIT VIEW COVENANT CHURCH	OR
Sunny Wolf Charter School	OR
SUNNYSIDE FOURSQUARE CHURCH	OR
SUNRISE ENTERPRISES	OR
Sunrise Water	OR
sunrise water authority	OR
Sunset Presbyterian Church	OR
	OR
SUSTAINABLE NORTHWEST	OR
Sutherlin School District	OR
SW Community Health Center	OR
SWEET HOME SCHOOL DISTRICT NO.55	OR
Sweet Home United Methodist Church	OR
TAKE III OUTREACH	OR
Tamarack Aquatic Center	OR
Teacher Standards and Practices Commission	OR
Temple Beth Israel	OR
TENAS ILLAHEE CHILDCARE CENTER	OR
Teras Interventions and Counseling Inc	OR



The Alliance NW of the Christian & Missionary Alliance	OR
The ALS Association Oregon and SW Washington Chapter	OR
The Blosser Center for Dyslexia Resources	OR
The Canby Center	OR
THE CATLIN GABEL SCHOOL	OR
The Christian Church of Hillsboro Oregonb	OR
The Church of Christ of Latter Day Saints	OR
THE CITY OF NEWPORT	OR
The Collins Foundation	OR
The Dalles Art Association	OR
The Dreaming Zebra Foundation	OR
THE EARLY EDUCATION PROGRAM, INC.	OR
The Emerson School	OR
The Followers of Christ Church of Oregon City	OR
The Housing Authority of the County of Umatilla	OR
The Inn Home for Boys, Inc.9138	OR
The International School	OR
The Klamath Tribe	OR
The Lighthouse School	OR
The Madeleine Parish	OR
THE MILL CASINO	OR
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.	OR
The Nature Conservancy, Willamette Valley Field Office	OR
THE NEWPORT PARK AND RECREATION CENTER	OR
THE NEXT DOOR	OR
THE OREGON COMMUNITY FOUNDATION	OR
THE PORT OF PORTLAND	OR
The Ross Ragland Theater and Cultural Center	OR
THE SALVATION ARMY - CASCADE DIVISION	OR
The Spiral Gallery	OR
The Sunriver Owners Association	OR
The Tucker-Maxon Oral School	OR
The Wallace Medical Concern	OR
THREE RIVERS CASINO	OR
Three Rivers School District	OR

Tilikum Center for Retreats and Outdoor Ministries	OR
TILLAMOOK BAY COMMUNITY COLLEGE	OR
TILLAMOOK CNTY	OR
TILLAMOOK CNTY WOMENS CRISIS CENTER	OR
Tillamook County Emergency Communications District	OR
Tillamook County Transportation Dist	OR
TILLAMOOK ESTUARIES PARTNERSHIP	OR
Tillamook Fire District	OR
TILLAMOOK PEOPLES UTILITY DISTRICT	OR
Tillamook School District	OR
Tillamook Seventh Day Adventist Church	OR
Tillamook Urban Renewal Agency	OR
TLO Farms	OR
Tokyo Int'l University of America, Inc	OR
Toledo Police Department	OR
TOUCHSTONE PARENT ORGANIZATION	OR
Tower Theatre Foundation, Inc	OR
TRAILS CLUB	OR
Training & Employment	OR
TRAINING EMPLOYMENT CONSORTIUM	OR
Transition Projects, Inc	OR
Travel Lane County	OR
Treasure Valley Community College	OR
Tri-County Chamber of Commerce Inc	OR
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	OR
Tri-County Metropolitan Transportation District of Oregon ("TriMet")	OR
Trillium Charter School	OR
TRILLIUM FAMILY SERVICES, INC.	OR
Trillium Sprigs	OR
TriMet Transit	OR
Trinity Lutheran	OR
Trinity United Methodist Church	OR
TUALATIN HILLS PARK AND RECREATION DISTRICT	OR
Tualatin Lacrosse Club	OR
Tualatin Police Department	OR
Tualatin Soil and Water Conservation District	OR

TUALATIN VALLEY FIRE & RESCUE	OR
Tualatin Valley Water District	OR
TUALATIN VALLEY WATER DISTRICT	OR
Tuality Healthcare	OR
Turtle Ridge Wildlife Center	OR
UIUC	OR
Ukiah School District 80R	OR
UMATILLA COUNTY, OREGON	OR
Umatilla Electric Cooperative	OR
Umpqua Basin Water Association	OR
UMPQUA COMMUNITY COLLEGE	OR
UMPQUA COMMUNITY DEVELOPMENT CORPORATION	OR
Umpqua Community Health Center	OR
Umpqua Valley Public Defender	OR
UNION COUNTY	OR
Union County Economic Development Corp.	OR
UNION GOSPEL MISSION	OR
Union School District	OR
UNION SOIL & WATER CONSERVATION DISTRICT	OR
Unitarian Universalist Church in Eugene	OR
UNITED CEREBRAL PALSY OF OR AND SW WA	OR
UNITED METHODIST CHURCH	OR
United Way of Lane County	OR
UNITED WAY OF THE COLUMBIA WILLAMETTE	OR
Unithed Way	OR
Unitus Community Credit Union	OR
UNIVERSITY OF OREGON	OR
University of Oregon - Purchasing and Contracting Services	OR
University Of Oregon Athletics Department	OR
UNIVERSITY OF PORTLAND	OR
University of Western States	OR
Unviersity of Oregon	OR
Urban Gleaners	OR
Urban League of Portland	OR
US CONFERENCE OF MENONNITE BRETHREN CHURCHES	OR
US FISH AND WILDLIFE SERVICE	OR
USAGENCIES CREDIT UNION	OR

USDA Forest Service	OR
USO Northwest	OR
Vale School District No. 84	OR
VALLEY CATHOLIC SCHL	OR
Verde	OR
VERMONT HILLS FAMILY LIFE CENTER	OR
VERNONIA SCHOOL DISTRICT 47J	OR
Veterans Affairs	OR
VFW POST 4248	OR
Victory Academy	OR
Vietnamese Christian Community Church	OR
Viking Sal Senior Center	OR
Village Home Education Resource Center	OR
Vineyard Christian Fellowship	OR
VIRGINIA GARCIA MEMORIAL HEALTH CENTER	OR
VOLUNTEERS OF AMERICA OREGON	OR
Waldo Middle School	OR
WALLOWA COUNTY	OR
Wallowa County ESD	OR
Wallowa Future Foundation	OR
Wallowa Valley Center For Wellness	OR
WARNERPACIFIC COLG	OR
Warrenton Hammond School	OR
WASCO COUNTY	OR
WASHINGTON COUNTY	OR
Washington County Consolidated Communications Agency	OR
Washington County Facilities & Park Services	OR
Washington Park Transportation Management Association	OR
Waste-Pro	OR
WATER ENVIRONMENT SERVICES	OR
WE CARE OREGON	OR
West Coast Haunters Convention	OR
West Hills Christian School	OR
WEST HILLS COMMUNITY CHURCH	OR
West Linn Police	OR
West Linn Police Department	OR
WEST LINN WILSONVILLE SCHOOL	OR

WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT	OR
West Salem Foursquare Church	OR
West Salem United Methodist	OR
WEST VALLEY HOUSING AUTHORITY	OR
Western Arts Alliance	OR
Western Environmental Law Center	OR
Western Mennonite School	OR
WESTERN RIVERS CONSERVANCY	OR
WESTERN STATES CENTER	OR
Western Wood Products Association	OR
WESTSIDE BAPTIST CHURCH	OR
Westside Church of Christ Inc	OR
Wheeler County	OR
WHITE BIRD CLINIC	OR
WHITEAKER MONTESSORI SCHOOL	OR
Wilco Farmers	OR
Wild Lilac Child Development Community	OR
Wild Rogue Youth Foundation, Inc.	OR
WILD SALMON CENTER	OR
WILLAMALANE PARK AND RECREATION DISTRICT	OR
Willamette Carpenters Training Center, Inc	OR
WILLAMETTE EDUCATION SERVICE DISTRICT	OR
WILLAMETTE FAMILY	OR
Willamette Leadership Academy/Pioneer Youth Corps Of Oregon	OR
WILLAMETTE LUTHERAN HOMES, INC	OR
Willamette Neighborhood Housing Services	OR
WILLAMETTE UNIVERSITY	OR
Willamette Valley Babe Ruth	OR

Willamette Valley Baptist Church	OR
Willamette Valley Rehab Center	OR
WILLAMETTE VIEW INC.	OR
WILLAMINA SCHOOL DISTRICT	OR
Winding Waters Medical Clinic	OR
WINSTON-DILLARD SCHOOL DISTRICT 116	OR
WINTERSPRING CENTER	OR
Women""s Safety & Resource Center	OR
WOMENSPACE INC	OR
WOODBURN AREA CHAMBER OF COMMERCE	OR
Woodburn City Of	OR
WOODBURN SCHOOL DISTRICT 103	OR
WORD OF LIFE COMMUNITY CHURCH	OR
WORKSYSTEMS INC	OR
World Forestry Center	OR
World of Speed	OR
Yamhill Carlton School District	OR
Yamhill Community Care Organization	OR
YAMHILL COUNTY	OR
Yankton Baptist Church	OR
Yellowhawk Tribal Health	OR
Yellowhawk Tribal Health Center	OR
YMCA OF ASHLAND	OR
YMCA of Marion and Polk Counties	OR
YONCALLA SCHOOL DISTRICT NO.32	OR
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT	OR
Youth Dynamics	OR
YOUTH GUIDANCE ASSOC.	OR
Youth M.O.V.E. Oregon	OR
YWCA SALEM	OR
Zion Lutheran Church	OR

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## **Cobb County General Instructions for Proposers, Terms and Conditions**

### **I. Preparation of Proposals**

Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk, as the proposer will be held accountable for their proposal response.

Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.

Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.

Requests for Proposals (RFP) issued by Cobb County are advertised on the Cobb County Internet site ([www.cobbcounty.org/purchasing](http://www.cobbcounty.org/purchasing)), and on the Georgia Procurement Registry, and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

### **II. Delivery**

Each proposer should state time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

### **III. Explanation to Proposers**

Any explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc. must be received in writing by **5:00 PM on March 12, 2024** in order for a reply to reach all proposers before the close of the bid. Any information concerning an RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

Submit questions in writing to:  
Cobb County Purchasing Department  
122 Waddell Street NE  
Marietta, GA 30060  
Fax: 770-528-8428  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

The written proposal documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: [www.cobbcounty.org/purchasing](http://www.cobbcounty.org/purchasing) Receipt of addenda shall be acknowledged in the submitted proposal. It is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

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#### IV. Submission of Proposals

Proposals shall be enclosed in a sealed package, addressed to the Cobb County Purchasing Department with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda shall be enclosed in the sealed envelopes as well. **All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope will not be accepted.**

Unsigned proposals will not be considered.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

Except as otherwise provided by law, information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified with the appropriate affidavit as required by the Georgia Open Records Act. Marking an entire proposal as proprietary will be neither accepted nor honored.

**Each Proposer is required to keep the contents of their proposal confidential once it is submitted until the award to the successful Proposer is made. Releasing any information regarding the proposal to third parties or the media prior to the conclusion of the selection process will be immediate grounds for the County to reject the proposal as non-responsive.**

#### V. Withdraw Proposal Due to Error

The proposer shall give notice in writing of his claim of right to withdraw his proposal without penalty due to an error within two (2) business days (48 hours) after the conclusion of the proposal opening. Proposals may be withdrawn from consideration if the price was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the proposal, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. The proposer's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his proposal. If a proposal is withdrawn under the authority of this provision, the lowest remaining responsive proposal shall be deemed to be low proposal. Proposal withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

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## **VI. F.O.B. Point**

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until the items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

## **VII. Patent Indemnity**

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

## **VIII. Bid, Payment & Performance Bonds – Not Required**

## **IX. Insurance**

### **A. Requirement:**

Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

### **B. Minimum Limits of Insurance:**

Contractor shall maintain insurance policies with coverage and limits no less than:

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on “an occurrence” basis (“claims made” coverage is not acceptable).
- ii. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- iii. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.
- iv. Professional Liability (Errors and Omissions) Coverage: \$2,000,000 per claim and in the aggregate is required, in the event a contractor is performing design, engineering or other professional services.

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- v. Commercial Umbrella or Excess Liability Coverage: \$2,000,000 in liability excess coverage per occurrence above the contracts stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.
  - vi. Builder's "All Risk" Insurance: In the event Contractor is performing construction services under the Contract, Contractor shall procure and maintain "All-Risk" Builder's insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable value" of such equipment and 100% of the value of the Contract, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lightning, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by Owner so that Owner may ensure the financial solvency of the Contractor. At the option of Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- i. General Liability, Automobile Liability, and Umbrella/Excess Insurance
  - (a) Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives,



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servants, volunteers and agents (hereinafter referred to as “Insured Party” or “Insured Parties”) are to be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.

- (b) Primary Insurance Requirement. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
- (c) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
- (d) Separate Coverage. Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
- (e) Defense Costs/Cross Liability. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

E. Workers' Compensation and Employers Liability Coverage

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Owner, and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for Owner.

F. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for Owner.

G. All Coverages

- (i) Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been

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given to Owner, in care of the Cobb County *insert department name and address*. Owner reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

(ii) Acceptability.

The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Cobb County. All policies shall be subject to approval by Cobb County as to form and content.

(iii) Failure of Insurers.

The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form

H. Verification of Coverage

Contractor shall furnish Owner with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to Owner. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by Owner before any work commences. Owner reserves the right to require complete, certified copies of all required insurance policies at any time. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage

I. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

**X. Award**

Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents and only after approval of the County Board of Commissioners. Award will be made in writing to the successful proposer. The County may make such investigations or obtain such clarifications as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

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The County reserves the right to reject or accept any or all proposals for any reason and to waive technicalities, informalities and minor irregularities in the proposals received in the County's sole discretion and best interest. The County reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

Time payment discounts will be considered in arriving at net prices and in award of proposal.

It is the intent of Cobb County Government to award all contracts in a manner that promotes fair, equitable treatment of all contractors and sub-contractors without regard to race, color, creed, national origin, gender, age, or disability.

#### **XI. County Furnished Property**

The County will furnish no material, labor or facilities unless so provided in the RFP.

#### **XII. Rejection of Proposals**

Failure to observe any of the instructions or conditions in this request for proposal may constitute grounds for rejection of proposal.

#### **XIII. Contract**

Upon submitting a proposal in response to an RFP containing a Cobb County Sample Contract as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Cobb County requires that the successful proposer(s) shall enter into a contract that is substantially the same as the Sample Contract unless modified by agreement of the parties. If any exceptions are taken to any part of the Sample Contract, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the Sample Contract in its entirety. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final contract, and the County reserves the right to make changes to the Sample Contract. In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP.

Each proposal is received with the understanding that selection as the successful proposer by the County does not constitute a written contract between the successful proposer and the County, but shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal upon execution of a written contract with the County authorized by the County Board of Commissioners and signed by the Chairman. Once a contract is executed by the proper authorities for each party, the County, on its part, may order from such contractor, and except for cause beyond reasonable control, pay for, at the agreed prices, all articles specified and delivered.

#### **XIV. Delivery Failures**

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the

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Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

## **XV. Non-Collusion**

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor
- (c) No attempt has been made, or will be made, by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

## **XVI. Conflict of Interest, Etc.**

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and
- 2. That no employee of the County, nor any member thereof, not any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

The responding firm also warrants that he and his sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-consultant(s) to solicit or secure a contract agreement with Cobb County, as related to this RFP, and that he and his sub-consultant(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the responding firm or his sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

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The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the subsections above.

## **XVII. Default**

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

## **XVIII. Disputes**

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding, however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

## **XIX. Substitutions**

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

## **XX. Ineligible Proposers**

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

## **XXI. General Information**

Sealed proposals, with original signatures, will be accepted by the County Purchasing Department at the time, place, and date specified. One (1) original, one (1) copy and five (5) flash drives of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has authority over project negotiation.

These proposals must be in accordance with the purposes, conditions, and instructions provided in this RFP. The Cobb County Board of Commissioners assumes no responsibility for proposals received after the submission time, whether due to mail delays or any other reason. Proposals received after the submission time will be filed unopened and considered non-responsive.

As previously stated under IV, unsigned proposals will not be considered.

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Cobb County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether that proposal is selected. All work performed by the successful respondent shall be performed in compliance with the Americans With Disabilities Act.

## **XXII. Uniformity of Proposal**

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The respondent's degree of compliance with the requirements of the RFP will be a factor in the subsequent point-based evaluation of the proposal. Proposals with major deviations or omissions may not be considered for detailed study. Proposals will become part of the contract with Cobb County should they be selected under the RFP.

## **XXIII. Request Additional Information**

Inquiries that must be answered in regards to the Proposal procedures or technical matters must be submitted in writing via U.S. Mail or facsimile or email to:

Cobb County Purchasing  
122 Waddell Street NE  
Marietta, GA 30060  
Fax: (770) 528-8428  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

Cobb County will not orally or telephonically address any question or clarification regarding specifications or procedures. Cobb County is not bound by any oral representations, clarifications, or changes made to the written specification by County employees, unless such clarification or change is provided to the respondent in written addendum from Cobb County.

## **XXIV. Firm Prices**

Prices quoted by proposal shall be firm and best prices. Prices quoted must be valid for a minimum of ninety (90) days from the date of bid opening.

## **XXV. Proposal/Presentation Costs**

The cost for developing a proposal will be borne by the respondent. Cobb County is not liable for any costs incurred by the respondent in preparation and/or presentation of proposals in response to this RFP or for travel and other costs related to this RFP.

## **XXVI. Proposal Format**

Presentation of the relevant information is at the discretion of the respondent; however, the proposal must address all items identified in Section Titled, Proposal Requirements. To assist in the evaluation of proposals resulting from the RFP, it is recommended that each proposal be written in a concise and forthright manner and that unnecessary marketing statement and materials be avoided.

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## **XXVII. Indemnification**

By submitting a Proposal, the Proposer hereby agrees to indemnify, defend and hold harmless the County, its departments, employees and the Board of Commissioners from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage, including but not limited to intellectual property claims, arising directly or indirectly from the submission of the Proposal hereunder, but only to the extent such claims are caused by the negligence, recklessness or intentionally wrongful conduct of the Proposer or its agents, employees, associates, subcontractors or others working at the direction of Proposer. This indemnification obligation survives beyond the submission date of the Proposal and the dissolution or, to the extent allowed by law, the bankruptcy of the Proposer.

## **XXVIII. Indemnification/Hold Harmless**

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, ("Liabilities") to the extent caused by or resulting from negligence, recklessness, or intentionally wrongful conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section XXVII.

In any and all claims against an Indemnified Party or Indemnified Parties by an employee of the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section XXVII shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, or its subcontractors, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

This obligation to indemnify, defend and hold harmless the Indemnified Party and Indemnified Parties shall survive the expiration or termination of this Agreement provided that the claims are based upon or arise out of acts or omissions that occurred during the performance of this Agreement.

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## XXIX. Confidentiality

Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that, if Contractor submits records containing trade secret information and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

## XXX. Local Vendor Presence (LVP) Program – Not Applicable

## XXXI. Proposal Evaluation

The Evaluation process will address current requirements and consider possible future operation and maintenance needs. Both objective and subjective rationale will be involved in the decision process.

1. Evaluation Responsibility  
A selection committee will coordinate the review of all proposals and will submit a recommendation to the County Manager and Board of Commissioners.
2. Presentations  
During the evaluation process, the members of the selection committee may require that responding firms conduct a presentation. If required, these presentations will be scheduled in advance and limited in time. Location of the presentations will be pre-arranged.
3. Evaluation Criteria  
The County will use a specific set of criteria for the qualitative evaluation of competitive proposals. The structure of the evaluation will be to assign points to each response in a number of categories. **A non-response to a specific category will result in no points being awarded for that category.** Final rankings will be based on a combination of price (where applicable) and qualitative factors.

**The evaluation by any Selection Committee will be based on the criteria listed on Page 11.**

**All proposal requirements must be met, or capable of being met by the responding firm or the proposal will be disqualified as non-responsive. It is extremely important that project schedules are met. Only those firms or teams with the necessary**



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**resources and a commitment to complete all project work on schedule should submit a Proposal.**

#### **XXXII. Multi-Year Contract Provisions**

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. § 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

#### **XXXIII. Termination for Convenience**

The successful Proposer will be required to enter into a contract containing a provision for termination of the contract for the County's convenience. The following is a sample of the provision.

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

#### **XXXIV. Proposal Requirements**

The respondents must demonstrate competence and experience in the area of expertise outlined in this Request for Proposal.

If required, respondents must demonstrate competence and experience in public speaking and graphic presentations for the purpose of conveying project information to large and diverse community groups. Respondents should also be able to demonstrate the ability to build consensus among public and private interest groups related to this project.

#### **XXXV. Cover Letter/Executive Summary**

Respondents shall provide a cover letter or letter of transmittal to briefly summarize the company's interest and relevant qualifications for the project. This letter shall not exceed two (2) pages, and shall be signed by an agent of the responding firm who is authorized to negotiate the details of the proposed services.

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**XXXVI. Project Team**

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

**XXXVII. Small and Minority Business Participation**

Cobb County Government encourages the participation of all businesses in offering their products and services with the goal of fairly and competitively procuring those products and services at the most reasonable cost. To that end, the County seeks to foster minority and women-owned business, and small business, opportunities in the award and implementation of contracts. The County seeks to build a diverse, inclusive, and prosperous group of suppliers who can effectively compete in business while obtaining quality goods and services in a competitive, efficient and non-discriminatory manner.

**XXXVIII. Special Terms and Conditions**

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

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**XXXIX. Compliance with Georgia Security and Immigration Compliance Act**  
**PROCEDURES & REQUIREMENTS**  
*(Effective 09-20-2013 - Supersedes All Previous Versions)*

**BACKGROUND**

Pursuant to the “Georgia Security and Immigration Compliance Act,” Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor and/or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b) (1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor’s name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County’s experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work.

**DEFINITIONS**

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

**Physical Performance of Services – any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99.**

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## PROCEDURES & REQUIREMENTS

1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described below.

2. Responsive Bid Documents: Responsive bid documents MUST INCLUDE a signed, notarized affidavit from the contractor in the form attached as EXHIBIT A (CONTRACTOR AFFIDAVIT & AGREEMENT). **If the affidavit is not submitted at the time of the bid, the applicant will be disqualified.**

***This Affidavit Must Be Signed, Notarized And Submitted With Any Bid Requiring The Performance Of Physical Services. If The Affidavit Is Not Submitted At The Time Of The Bid, The Bid Will Be Determined To Be Non-Responsive And Will Be Disqualified.***

3. Contract Language & Contractual Requirements: Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:

(a) That affidavits in the form attached to these “Procedures & Requirements” be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;

(b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the “Immigration Compliance Certification” and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;

(c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;

(d) That the contractor be responsible for obtaining and providing to the County the “Subcontractor Affidavit & Agreement” and “Immigration Compliance Certification” attached to and required under these “Procedures & Requirements” from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;

(e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

(f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-

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10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

(g) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

(h) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

4. Immigration Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the “IMMIGRATION COMPLIANCE CERTIFICATION” form attached to these “Procedures & Requirements” and submit the same to the County.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed “IMMIGRATION COMPLIANCE CERTIFICATION” from each subcontractor (regardless of tier) and submit the same to the County.

***FORM ATTACHMENTS:***

1. CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A);
2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
3. IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

**CONTRACTOR AFFIDAVIT & AGREEMENT  
(EXHIBIT A)**

***This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.***

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

\_\_\_\_\_  
EEV (E-Verify) Program Number

\_\_\_\_\_  
EEV Program Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
[Contractor Name]

\_\_\_\_\_  
Contractor Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
Notary Public Commission Expires: \_\_\_\_\_

***Effective 09-20-2013***

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**SUBCONTRACTOR AFFIDAVIT & AGREEMENT  
(EXHIBIT A-1)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

\_\_\_\_\_  
EEV (E-Verify) Program Number

\_\_\_\_\_  
EEV Program Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
[Subcontractor Name]

\_\_\_\_\_  
Subcontractor Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
Notary Public Commission Expires: \_\_\_\_\_

***Effective 09-20-2013***

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**IMMIGRATION COMPLIANCE CERTIFICATION**  
***(Required to be completed by Contractors and all Subcontractors)***  
**(EXHIBIT A-2)**

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

<hr/> <i>(Project Name/Description)</i>		
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

**Sworn to by:**

**Employer Name & Address:**

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_

Notary Public  
Commission Expires: \_\_\_\_\_

***Effective 09-20-2013***



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## **SPECIAL TERMS AND CONDITIONS**

The following sample Master Agreement shall be used as the final contract by and between the COUNTY and any successful COMPANY. If any eligible agency purchases under the contract through PUBLIC PROMISE PROCUREMENT, COMPANY understands that said eligible agency may have special terms and conditions required of COMPANY. In any case, COMPANY hereby understands that the COUNTY is not a party to any agreements between COUNTY and any eligible agency and shall be held harmless of any and all claims. All special terms and conditions herein remain in full force and effect for any contracts by which the COUNTY is a party to any purchase orders, agreements, sales, or otherwise.

Reference Number	
Reference Depart.	Purchasing Department

## Master Agreement

### The Parties:

Owner: Cobb County Board of Commissioners  
100 Cherokee Street  
Marietta, GA 30090

Contractor: <Legal Name of Contractor>  
<Contractor Address>  
<Contractor Address>

Description: **The Contract Documents:** This Master Agreement, between Owner and Contractor for maintenance, repair, operating supplies, industrial supplies, and related products and services together with the following Addenda, incorporated herein by reference, constitutes the Contract Documents:

1. Addendum "A" Owner Terms and Conditions
2. Addendum "B" Owner's Request for Proposal # 24-6814
3. Addendum "C" Contractor's Proposal submitted <date>
  - a. < Addendum "C-1" Modifications to Addendum "C">
  - b. Schedule C-2 Available <Products, Services, Manufacturers, Subvendors>

Notwithstanding any language to the contrary in the Addenda or any quote, purchase order, or other document associated with any sales, orders or supply of any good or service under this Master Agreement to the contrary, in the event of a conflict between Addendum "A" Owner Terms and Conditions and the foregoing documents, Addendum "A" Owner Terms and Conditions shall prevail and control.

**The Purchasing Cooperative:** State and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") registered with Public Promise Procurement, LLC ("Cooperative") and have entered into the Master Intergovernmental Cooperative Purchasing Agreement shall be considered Participating Public Agencies and shall be eligible to utilize the terms, conditions and pricing of the Contract Documents. Contractor understands that Participating Public Agencies may have special terms and conditions required of Contractor. Owner shall not be a party to any agreements between Contractor and any Participating Public Agency and shall be held harmless by Contractor of any and all claims related to Participating Public Agency use of Contract Documents. All terms and conditions of the Contract Documents herein shall remain in full force and effect for

Term: This Agreement shall begin on <date signed by Chairwoman> (Effective Date), for an Initial Term of four (4) years. Owner shall have the option to renew this Agreement for three (3) additional twelve (12) month periods (Renewal Terms). This Agreement shall terminate absolutely on <final expiration date in ITB/RFP>, unless earlier terminated as provided in Addendum "A" Owner Terms and Conditions.

Pricing: Prices for services and equipment, if applicable, shall be as stated in Addendum "C" Contractor's Bid/Proposal. For purchases made by Owner pursuant to this Agreement, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in Addendum "C" Contractor's Bid/Proposal. For purchases made by Participating Public Agencies, the Contractor shall comply with each Participating Public Agencies' invoicing and billing requirements outlined on the applicable order.



*Cobb County... Expect the Best!*

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

Cobb County Board of Commissioners  
100 Cherokee Street  
Marietta, GA 30090

<Company Name>  
<Company Address>  
<Company Address>

\_\_\_\_\_  
Lisa N. Cupid, Chairwoman  
Cobb County Board of Commissioners

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

ATTEST:

\_\_\_\_\_  
County Attorney's Office

\_\_\_\_\_  
Corporate Secretary

CORPORATE SEAL

\_\_\_\_\_  
Date

FEDERAL TAX ID NUMBER

\_\_\_\_\_

**Addendum “A”  
Owner Terms and Conditions**

**Cobb County Terms and Conditions**

These terms and conditions are required by **Cobb County, Georgia**, a political subdivision of the State of Georgia (“**County**” or “**Owner**”), with a principal office at 100 Cherokee Street, Suite 260, Marietta, GA 30090, in its Master Agreement, incorporated herein by reference with [Company], a \_\_\_\_\_ (insert organization description) organized under the laws of the state of \_\_\_\_\_, licensed to do business in Georgia with a principal office at [Company Address] (“**Contractor**”).

For the purposes of this Agreement, “County” shall be deemed to refer to Cobb County, Georgia, and “Contractor” shall be deemed to refer to [Company]. County and Contractor shall also each be referred to as a “Party”, and collectively as the “Parties”.

**RECITALS**

**WHEREAS**, [Company] is engaged in the business of [Subject]; and

**WHEREAS**, [Company] maintains the staff and resources necessary to fulfill all of the requirements of this Agreement; and

**WHEREAS**, County desires to retain [Company] to provide [Subject].

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the value and receipt of which is acknowledged, the Parties agree as follows:

**TERMS AND CONDITIONS**

**Section 1.01. Definitions**

- A. Agreement: The term “Agreement” means this Agreement for [Subject], including any additional services agreed to in writing by both parties, any modifications agreed in writing by both parties, and the following documents, which are attached hereto and incorporated herein as if fully set forth:

4. Master Agreement, including:
  - a. Addendum “A” Owner Terms and Conditions
  - b. Addendum “B” Owner’s Request for Proposal # 24-6800
  - c. Addendum “C” Contractor’s <Bid or Proposal> submitted <date>
    - i. < Addendum “C-1” Modifications to Addendum “C”>
    - ii. Schedule C-2 Available <Products, Services, Manufacturers, Subvendors>
5. Exhibit “A”: Cobb County Insurance Requirements;
6. Exhibit “B”: Contractor Affidavit and Agreement;
7. Exhibit “B-1”: Subcontractor Affidavit and Agreement;
8. Exhibit “B-2”: C Immigration Compliance Certification; and
9. Exhibit “C”: Conflict of Interest Statement.

### **Section 1.02. Effective Date**

The Effective Date of this Agreement shall be the date that the last Party hereto executes the same.

### **Section 1.03. Term**

The term of this Agreement shall be four (4) years beginning on \_\_\_\_\_ (insert date) and ending on \_\_\_\_\_ (insert date) (the “Initial Term”). Thereafter, the Initial Term may be extended, at County’s option, for up to three (3) additional one (1) year terms (the “Extension Term” and together with the Initial Term, the “Term”). Unless mutually agreed upon in writing by the Parties, or otherwise indicated herein, all provisions and conditions of any Extension Term shall be exactly the same as those contained within in this Agreement.

Notwithstanding the stated term, those provisions that expressly state that they survive, or that would by necessity survive, the expiration or earlier termination of this agreement shall so survive.

### **Section 1.04. Termination**

- A. For Cause. Either Party may terminate this Agreement for cause should the other Party default in the performance of any of the terms, covenants, obligations, or conditions of this Agreement.
- B. For Convenience. County may terminate this Agreement at any time for any reason upon 30 days’ prior written notice to Contractor. The effective date of termination shall be set forth in the notice. As the sole remedy for County’s termination for convenience, Contractor shall be paid for any validated services performed under this Agreement up to the time of termination. Contractor shall not incur new obligations upon receipt of such notice and shall cancel as many outstanding obligations as possible.
- C. By Statute. In compliance with the terms of O.C.G.A. § 36-60-13, this Agreement shall be deemed to terminate absolutely and without further obligation on the part of County at the close (December 31) of the calendar year of its execution (“Initial Expiration Date”) and at the close (December 31) of each succeeding year for which it is in effect or for which it may be renewed, unless earlier terminated as provided in this Agreement, or renewed as provided herein.

Notwithstanding this provision, and as permitted by statute, this Agreement will automatically be extended for consecutive one-year periods beyond the Initial Expiration Date on a year-to-year basis until the expiration of the \_\_\_\_\_ (insert term) term hereof unless either party notifies the other in writing of its intent not to extend this Agreement at least 30 days’ prior to the date of termination set forth in such notice, or, for any one-year renewal term subsequent to the initial Expiration Date, at least thirty 30 days’ prior to the expiration of the then-current annual period.

- D. Nonappropriation. Further, this Agreement will terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the County. This Agreement does not create a debt of the County for the payment of any sum beyond the calendar year of execution or in the event of renewal, beyond the calendar year of such renewal.

### **Section 1.05. Scope of Work/Services**

- A. The Work of this Agreement shall be as described in the Master Agreement (the “Work”, “Goods”, or “Services”).
- B. Except as otherwise provided in this Agreement, Contractor shall be responsible for providing all of the resources necessary to perform this Agreement, including, without limitation, facilities, personnel, software, and equipment. Contractor shall assume the primary role in the creation, implementation, and provision of the Work to be accomplished by this Agreement. Contractor shall be responsible for designing, offering, supporting, maintaining, delivering, furnishing, operating, and performing all necessary labor and services (including equipment and supplies) required to complete the Work in accordance with this Agreement. County is not responsible for furnishing any materials, labor, or services other than specifically indicated herein.

### **Section 1.06. Representation and Warranties**

- A. Contractor acknowledges that Contractor’s different or additional terms will not become part of this Agreement without written acceptance prior to purchase.
- B. Contractor represents and warrants that it is licensed and authorized to do business in Georgia.
- C. Contractor warrants that the prices quoted hereunder are the lowest prices these or similar goods or services are sold by Contractor to other customers, and in the event of any price reduction between execution of the purchase order and delivery of the goods or services, County shall be entitled to such reduction.
- D. Contractor represents and warrants that it shall comply with all applicable local, State, and Federal laws, rules, regulations pertaining to the provision of the Work associated with this Agreement, including maintaining in current status all applicable federal, state, and local licenses, bonds and permits, and registrations required for the operation of the business and/or provision of Work associated with this Agreement. County reserves the right to cancel the Agreement if Contractor’s license(s), bonds and permits, or registration(s) expire, lapse, are suspended, or terminated at any point during the Agreement. County may request Contractor to provide proof of compliance with this paragraph.
- E. Contractor warrants that it has all of the rights necessary to enter into this agreement and the goods/services provided under this Agreement do not infringe (directly, indirectly, or contributorily) on any intellectual property or proprietary rights of any third party.
- F. Contractor warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects, and in accordance with specifications. If Contractor knows of County’s intended use, Contractor warrants that the goods or services are suitable for that intended use.

These warranties survive any delivery, inspection, acceptance or payment by County. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of County’s discovery of the noncompliance of the Goods/Services with the foregoing warranties.

### **Section 1.07. Compensation**

- A. Reserved.
- B. As a political subdivision of the State of Georgia, County is exempt from paying most types of taxes and will only pay those taxes it is required to pay under the laws of the State of Georgia or federal law.
- C. County shall timely process payment to Contractor. Contractor shall not charge interest or assess payment penalties against County.
- D. In the event of a dispute about payment/invoicing, County shall deliver a written statement to Contractor no later than \_\_\_\_\_ (insert number) days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. The parties shall seek to resolve all such disputes expeditiously and in good faith. Contractor shall continue performing its obligations under the Agreement notwithstanding any such dispute.

### **Section 1.08. Notice**

All written notices, demands, and other papers or documents to be delivered shall be delivered to the following addresses:

#### **If to Cobb County:**

Cobb County

100 Cherokee Street, Suite 260 Marietta, GA 30090

Electronic notice to: \_\_\_\_\_@cobbcounty.org

#### **If to Contractor:**

[Company]

[Company Address]

Electronic notice to: [Company E-mail]

Any subsequent changes to place or places specified above shall be designated in writing by County and Contractor to the other.

### **Section 1.09. Open Records**

- A. Open Records. Contractor acknowledges that County's disclosure of documentation is governed by Georgia's Inspection of Public Records Act, O.C.G.A. § 50-18-70 *et seq.* ("Open Records Act"), and anything submitted to County is subject to release as public information. If Contractor believes that part or parts of its submission may be exempted from disclosure, Contractor must specify page-by-page and line-by-line the parts of the submission, which it believes, are exempt with a citation to the relevant section of O.C.G.A. that permits the exemption. In addition, Contractor must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). As required by law, Contractor is responsible for protecting its trade secrets and other proprietary information.

To the extent practicable and not legally prohibited, Contractor shall promptly notify County of any request for County information including any request required by law or judicial or regulatory process or pursuant to Georgia's Open Records Act, O.C.G.A. §

50-18-70 et seq., prior to disclosing such information. In no case shall such notification occur more than five business days after receipt of such request.

**Section 1.10. Delivery, Inspection and Acceptance**

- A. Delivery: All items shipped pursuant to this Agreement shall be shipped F.O.B. Destination. Unless otherwise specified in this Agreement, the risk of loss or damage in transit shall be upon Contractor. Delivery shall not be complete until the goods have been actually received, inspected and accepted by County. Damaged material will not be accepted.
- B. Inspection: County shall have the right to inspect the goods supplied hereunder at any time at Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by County.

County may reject all goods supplied hereunder, which are found to be defective. Goods so rejected may be returned to Contractor at Contractor's expense. No inspection, examination or test, regardless of extensiveness or type, and no approval give in connection with any such inspection, examination or test, whether under this Agreement or another contract for the same or similar goods, shall relieve it, of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce goods that conform to all requirements of the drawings, specifications and any other contract documents.

At County's request, Contractor shall repair or replace defective goods at Contractor's expense. Failure to inspect goods, failure to discover defects in goods or payment for goods shall not constitute acceptance or limit any of County's rights, including without limitation those under the warranty provisions of this Agreement.

County may appoint a certified accountant to inspect and audit all records relating to the sale of goods, services, and grants of licenses, calculation of invoices, and the books and accounts of Contractor at Contractor's expense at all reasonable times and on reasonable notice.

**Section 1.11. Indemnification**

- A. Indemnification of County. Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and/or County on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless County and County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of alleged willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts Contractor or



subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of Contractor, its subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement and applies notwithstanding any contrary provision.

- B. Intellectual Property Indemnification. Contractor shall hold County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of this Agreement, for which Contractor is not the patentee, assignee, licensee, or other lawful user.

These obligations to indemnify the Indemnified Party(ies) shall survive the expiration or termination of this Agreement.

#### **Section 1.12.        Preservation of Immunities**

No provision of this Agreement shall be construed or interpreted so as to waive any of the immunities or protections otherwise afforded the parties by the Constitution, statutes, rules and regulations of the State of Georgia. Nothing contained in this Agreement shall be construed to be a waiver of County's sovereign immunity or any individual's qualified good faith or official immunities.

#### **Section 1.13.   No Personal Liability**

Nothing herein shall be construed as creating any individual or personal liability on the part of any of County's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers. No such individual shall be personally liable to Contractor or any successor in interest in the event of any default or breach by County or for any amount which may become due to Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or County, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.

**Section 1.14. Immigration Compliance**

Contractor acknowledges that it is responsible for complying with the provisions of the Georgia Security and Immigration Compliance Act of 2006 located at O.C.G.A. §13-10-90 et seq. and Georgia Department of Labor Rule 300- 10-1-.02. County reserves the right to require Contractor to dismiss, or require the dismissal of, any consultant or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s).

**Section 1.15. Conflict of Interest and Ethics**

Contractor represents, that, to the best of its knowledge no circumstances exist that will cause a conflict of interest in performing this Agreement. Should Contractor become aware of any aware of any circumstances which may cause a conflict of interest during the term of the Agreement, Contractor shall immediately notify County. If County determines that a conflict of interest exists, County may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. County shall have the right to recover any fees paid for services rendered by Contractor which were performed while a conflict of interest existed if Contractor had knowledge of the conflict of interest and did not notify County within one week of becoming aware of the existence of the conflict of interest.

**Section 1.16. Governing law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any and all actions, claims, or suits arising out of or related to this Agreement shall be brought in a state or federal court of competent jurisdiction in Georgia. The Parties consent to personal jurisdiction in Cobb County, Georgia, and Contractor waives (a) any objection to jurisdiction or venue, and (b) any defense claiming lack of jurisdiction or improper venue in any action brought in such courts.

**Section 1.17. Venue**

The obligations of the parties outlined herein are to be performed in Cobb County, Georgia, and if legal action is necessary to enforce the same or to construe any of the provisions or contractual language of this Agreement, exclusive venue shall lie in Cobb County, Georgia.

**Section 1.18. Relationship of the Parties**

The parties do not intend that any provision of this Agreement or that any obligation specified herein create a partnership, joint venture, association, alliance or other similar arrangement between County and Contractor.

**Section 1.19. Third party beneficiaries**

The Parties hereto do not intend that any benefit be conferred on any third party or that the provisions hereof give rise to or create any duty or obligation or any cause of action arising therefrom on behalf of any third party.

**Section 1.20. Force Majeure**

Neither County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a

failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

#### **Section 1.21. Time is of the Essence**

Contractor specifically acknowledges that time is of the essence for completion of the Work.

#### **Section 1.22. Incorporation in Service Agreements**

This Agreement is the main agreement between Contractor and County. This Agreement is incorporated by reference into all service and maintenance agreements entered into by and between County and Contractor. Notwithstanding any language to the contrary in any service or maintenance agreement, in the event of a conflict between this Agreement and the terms of a service and maintenance agreements, the terms and conditions of this Agreement shall prevail.

#### **Section 1.23. Cumulative Remedies**

All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.

#### **Section 1.24. Waiver**

No failure by County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

#### **Section 1.25. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

#### **Section 1.26. Authorized Representatives**

The individuals whose names appear below represent that they have or have been accorded by their governing or executive bodies the necessary authority to bind the entities on whose behalf each has executed this document.

#### **Section 1.27. Amendment**

No modification or alteration of or amendment to this Agreement shall be effective and binding unless executed by both parties with the same degree of formality as this indenture.

**Section 1.28. Severability**

If any paragraph, section, provision, sentence, clause or portion of this Agreement is determined to be illegal, invalid or unenforceable, such determination shall in no way affect the legality, validity or enforceability of any other paragraph, section, provision, sentence, clause or portion of this Agreement and any such affected portion or provision shall be modified, amended or deleted to the extent possible and permissible to give the fullest effect to the purposes of the parties and to this Agreement, and the parties hereby declare that they would have agreed to the remaining parts of this Agreement if they had known that such provisions or portions hereof would be determined to be illegal, invalid or unenforceable.

**Section 1.29. Assignment**

Notwithstanding any provision to the contrary herein, this Agreement shall not be assigned by either party without the prior written consent of the other party. Any such assignment must be in writing, and shall include an assumption by the assignee thereof of the assignor's obligations hereunder.

**Section 1.30. Successorship**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and except as otherwise provided in this Agreement and if applicable, their assigns.

**Section 1.31. No Strict Construction**

The parties hereto have participated jointly in the negotiation and/or drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by County and Contractor and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

**Section 1.32. Non-Exclusivity**

This Agreement is entered into solely for the convenience of County, and it in no way precludes County or any of County's departments or agencies from obtaining like services from other vendors.

**Section 1.33. Entire Agreement**

Notwithstanding any language to the contrary contained in any Contractor documents, this Agreement, together with all attachments and exhibits attached hereto, represents the sole and entire agreement between the parties named herein and supersedes all previous or prior agreements, understandings, representations or commitments between the parties and their respective officials, officers, directors, contractors, employees and/or representatives. No oral promises, conditions, representations, understandings, interpretations or terms of any kind are in effect between the parties or have been offered as an inducement for either party to execute this document.

**Section 1.34. Data Privacy and Transition Assistance**

Contractor must comply with all applicable laws related to data privacy and security. Contractor shall reasonably cooperate with County and other parties in connection with the Services to be delivered under this Agreement, including without limitation any successor service provider to whom County's data is transferred in connection with the termination or expiration of this

Agreement. Contractor shall assist County in exporting and extracting County's data, in a format usable without the use of the Services and as agreed by County, at no additional cost to the County. Any transition services requested by County involving additional knowledge transfer and support may be subject to a separate transition statement of work.

### **Section 1.35. No Additional Charges**

Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing. Contractor shall take all steps needed to keep County's and County's subcontractor's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

### **Section 1.36. Invalid Terms**

- A. Notwithstanding anything else in this Agreement, including any exhibits, attachments or links provided therein, no term shall be valid that:
  1. Requires the County to:
    - a. Defend, indemnify, or hold harmless another person or entity; or
    - b. Be bound by terms and conditions that are unknown at the time of signing such contract or that may be unilaterally changed by the other party;
  2. Provides for:
    - a. A venue for any action or dispute other than the Superior Court of Cobb County, Georgia;
    - b. The contract to be construed in accordance with the laws of a state other than the State of Georgia;
    - c. Binding arbitration; or
    - d. An automatic renewal such that County funds are or would be obligated in subsequent fiscal years; or
  3. Is inconsistent with the provisions of O.C.G.A. § 50-18-70 et seq., relating to open records.
- B. If Agreement, including any exhibits, attachments, links, or click-through provided therein, contains a term prohibited by this Agreement, such term shall be void, and the Agreement shall be otherwise enforceable as if it did not contain such term. Any refusal to supply any goods or services conditioned upon Cobb County submitting any extraneous terms and conditions shall be a material breach of the agreement.
- C. Neither County, nor any agency or department thereof, shall be bound by any other terms and conditions included in any packaging, invoice, catalog, brochure, technical data sheet, website, webpage, link, or other document, physical or electronic, which attempts to impose any condition in variance of or in addition to the terms and conditions contain in this Agreement.

**Section 1.37. Material Condition**

Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to County at law or in equity.

**Section 1.38. Headings and Capitalization**

All headings and capitalization herein are intended for convenience and reference only and in no way affect the interpretation of this Agreement.

**Section 1.39. Survival of Terms**

The provisions pertaining to Confidentiality, Open Records, Indemnification, Preservation of Immunities, No Personal Liabilities, Governing Law, Venue, Invalid Terms. shall survive termination or expiration of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, said parties have hereunto set their seals.

**Contractor**

**Owner**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Lisa N. Cupid, Chairwoman

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Cobb County Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SEAL

Attest:

Attest:

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Pamela L. Mabry, County Clerk

Recommended by:

\_\_\_\_\_  
Name and Title

Approved as to Form

\_\_\_\_\_  
Cobb County Attorney's Office

**EXHIBIT “A”**  
**COUNTY INSURANCE REQUIREMENTS**

Contractor shall maintain, during the term of this Agreement, the following insurance:

A. Requirement: Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by Contractor, his agents, representatives, employees, or subcontractors.

B. Minimum Limits of Insurance:

Contractor shall maintain insurance policies with coverage and limits no less than:

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-form property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on “an occurrence” basis (“claims made” coverage is not acceptable).
- ii. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- iii. Workers’ Compensation and Employers Liability: Workers’ Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.
- iv. Professional Liability, Technology Errors and Omissions, and Cyber Insurance Coverage: \$2,000,000 per claim and \$2,000,000 in the aggregate.

Contractor shall maintain Technology Errors and Omissions Insurance, which must include coverage Multimedia Liability, Privacy Liability, Network Security Liability, Breach Costs Coverage (including Notification, Credit Monitoring, Forensics, Public Relations), and Regulatory Fines and Penalties assessed due to a Data (Privacy) Breach.

- a. Technology Errors and Omissions insurance must cover liabilities, punitive damages, and claim expenses arising from errors, omissions, or negligent acts in rendering or failing to render (1) all services promised, including but not limited to computer or information technology services, (2) products that perform the intended function or serve the intended purpose, and (3) violation of software copyright.

Services insured, at a minimum, must include (1) systems analysis, (2) systems programming, (3) data processing, (4) systems integration, (5) outsourcing including outsourcing development and design, (6) systems design, consulting,



development and modification, (7) training services relating to computer software or hardware, (8) management, repair, and maintenance of computer products, networks, and systems, (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and (11) any other services provided by the vendor.

- b. Contractor's Privacy, Security, and Technology Insurance policy must include coverage for (1) loss, disclosure, and theft of data in any form; (2) media and content rights infringement and liability (excluding patents and trade secrets), including but not limited to, software copyright infringement; and (3) network security failure, including but not limited to, denial of service attacks and transmission of malicious code.

The insurance coverage must include data breach regulatory fines and penalties, the cost of notifying individuals of a security or data breach, the cost of credit monitoring services, and any other causally-related crisis management expense for up to one (1) year. The insurance coverage must also contain severability for the insured organization for any intentional act exclusions.

If the coverage is provided on a claims-made basis, then it must be maintained for a period of two (2) years after acceptance of the deliverables and/or services provided in connection with this Agreement.

Additionally, such policy must cover consequential or vicarious liabilities (e.g., claims brought against Contractor or its Affiliated Companies and their respective directors, officers, and employees due to the wrongful acts and failures committed by you) and direct losses (e.g., claims made by Contractor and its Affiliated Companies and their respective directors, officers, and employees against you for financial loss due to your wrongful acts or failures).

- v. Commercial Umbrella or Excess Liability Coverage: \$2,000,000 in liability excess coverage per occurrence above the Agreements stated minimum coverage limits for Commercial General Liability and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.
- C. Deductibles and Self-Insured Retention: Any deductibles or self-insurance retentions must be declared to and approved by County so that County may ensure the financial solvency of Contractor. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, and employees; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.
- D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
- i. General Liability and Umbrella/Excess Insurance

- (a) **Additional Insured Requirement.** Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as “Insured Party” or “Insured Parties”) are to be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor, premises owned, leased, or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.
  - (b) **Primary Insurance Requirement.** Contractor’s insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Contractor’s insurance and shall not contribute with it.
  - (c) **Reporting Requirement.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
  - (d) **Separate Coverage.** Coverage shall state that Contractor’s insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
  - (e) **Defense Costs/Cross Liability.** Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.
- E. **Workers’ Compensation and Employers Liability Coverage:** Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against County and its officers, officials, employees, and volunteers for losses arising from the work performed by Contractor for County.
- F. **Waiver of Subrogation:** The insurers shall agree under each policy of insurance required by this Agreement to waive all rights of subrogation against the Insured Parties for losses arising from work performed by Contractor for County.
- G. **All Coverages:**
  - i. **Notice Requirement.** Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to County as provided in the Notice Section of this Agreement. County reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.
  - ii. **Acceptability.** The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact

business in the State of Georgia. Such insurance shall be placed with insurers with a minimum AM Best's Policyholder's Rating of "A" or better and with a financial rating of Class VIII or greater or be otherwise acceptable to Cobb County.

- iii. Failure of Insurers. Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.
- H. Verification of Coverage: Contractor shall furnish County with certificates of insurance and endorsements to the policies evidencing all coverages required by this Agreement. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to County. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by County before any work commences. County reserves the right to require complete, certified copies of all required insurance policies at any time. Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage. Contractor's failure to comply with this provision shall be considered a material breach of the Agreement.
- I. Subcontractors: Contractor shall require all subcontractors to maintain insurance that is industry standard for the scope and risk of the services being provided by that subcontractor.
- J. Failure to Comply: Failure to comply with all insurance requirements set forth in this Section and applicable to this agreement will not relieve Contractor from any liability under the agreement will not be construed to conflict with our limit Contractor's indemnification obligation obligations under the agreement.
- K. Duration: All insurance required by this Section must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all Work has been completed to the satisfaction of County.

**EXHIBIT "B"**  
**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned Contractor verifies compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned Contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the Agreement period.

The undersigned further agrees that should it employ or Agreement with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the Agreement with Cobb County, Georgia, Contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a Agreement or Agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Exhibit "B-1" Subcontractor Affidavit prior to the commencement of any work under the agreement/Agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Exhibit "B-2" Immigration Compliance Certification prior to the commencement of any work under the agreement/Agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any Contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

\_\_\_\_\_  
EEV (E-Verify) Program User ID Number

\_\_\_\_\_  
EEV Program Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent Contractor

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public Commission Expires:

*Version 09-20-2013*

**EXHIBIT "B-1"**  
**SUBCONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned Contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the Agreement period.

The undersigned further agrees that should it employ or Agreement with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the Agreement with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into an agreement or Agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Exhibit "B-1" Subcontractor Affidavit form prior to the commencement of any work under the agreement/Agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Exhibit B-2" Immigration Compliance Certification prior to the commencement of any work under the agreement/Agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any Contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

\_\_\_\_\_  
EEV (E-Verify) Program User ID Number

\_\_\_\_\_  
EEV Program Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent Subcontractor  
[Subcontractor Name]

\_\_\_\_\_  
Subcontractor Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public Commission Expires: \_\_\_\_\_

*Version 09-20-2013*

**EXHIBIT "B-2"**  
**IMMIGRATION COMPLIANCE CERTIFICATION**  
*(Required to be completed by Contractor and all Subcontractors)*

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

\_\_\_\_\_  
*(Project Name/Description)*


I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our Agreement to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

**Sworn to by:**

**Employer Name and Address:**

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

Notary Public  
Commission Expires: \_\_\_\_\_

***Version 09-20-2013***

**EXHIBIT "C"**  
**CONFLICT OF INTEREST AFFIDAVIT**

As a duly authorized representative of the firm \_\_\_\_\_, I, \_\_\_\_\_, with the title \_\_\_\_\_, certify that to the best of my knowledge no circumstances exist that will cause a conflict of interest in performing services for Cobb County, Georgia, that no employee of Cobb County, nor any public agency official or employee affected by this Agreement has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for Cobb County, Georgia.

Contractor Name: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn before me  
on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_