



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



COMPETITIVE SOLICITATION

BY BARRON COUNTY

FOR

**TRAFFIC CONTROL PRODUCTS AND RELATED PRODUCTS
AND SOLUTIONS**

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP 2013-100

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NOTICE TO VENDORS

Notice is hereby given that Barron County (County) on behalf of itself and other government agencies and made available through the U.S. Communities Government Purchasing Alliance will receive proposals for

TRAFFIC CONTROL PRODUCTS AND RELATED PRODUCTS AND SOLUTIONS

RFP 2013-100

Sealed bid proposals for the material described herein will be received until **11:00 AM on November 25, 2013** by the Barron County Highway Department, Office of the Highway Commissioner, 260 North 7th Street, Barron, WI 54812, whereupon the sealed proposals received will be opened and evaluated. Proposals must be sealed, prominently marked with the RFP number, title, due date, time, and name of vendor on outside of envelope. Facsimile (FAX) copies of the RFP will not be allowed.

Copies of the RFP documents may be downloaded at www.barroncountywi.gov. Refer any questions to Mark Servi at bchdtep@co.barron.wi.us.

The County reserves the right to accept or reject any or all bids, to waive any technicalities, and to select the bid deemed most advantageous to the Barron County Highway Department and Participating Public Agencies.

PROPOSAL COVER SHEET

TRAFFIC CONTROL PRODUCTS AND RELATED PRODUCTS AND SOLUTIONS

This Proposal submitted by:

Name of Organization: TAPCO (Traffic & Parking Control Co., Inc.)

Address: 5100 W. Brown Deer Road

City/State/Zip: Brown Deer, WI 53223

Primary Contact Person: Andrew Bergholz

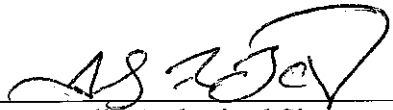
Phone: 262-814-73338

Fax: 262-649-5204

E-mail: andrew@tapconet.com

In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Barron County the items or services offered and accompanying attachments shall constitute a contract.

By signing this proposal, Vendor certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Request for Proposal.



Vendor Legally Authorized Signature

Andrew Bergholz

Print Name

VP of Sales

Title

Date

11/19/13

INTRODUCTION AND BACKGROUND OVERVIEW

1. INTRODUCTION

Barron County (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Traffic Control Products, Related Products and Solutions (herein “Products and Services”).

Proposals will be received until to 11:00 A.M. on November 25, 2013. Envelopes must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date and name of vendor, and submitted to:

BARRON COUNTY HIGHWAY DEPARTMENT
OFFICE OF THE HIGHWAY COMMISSIONER
260 NORTH 7TH STREET
BARRON, WI 54812

Proposals must be received no later than the time and date designated above. Proposals received later than the designated time and date will not be accepted. Facsimile (FAX) copies of the RFP will not be accepted.

This request does not commit the County to pay for any costs incurred in the submission of the RFP, or in making necessary studies for the preparation thereof, nor to procure or contract for the services or materials.

Questions regarding this solicitation shall be submitted in writing via e-mail to: Mark Servi, Barron County Highway Commissioner, bchdtcp@co.barron.wi.us.

There will be no “oral communications” with any County employees regarding this RFP.

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

INTRODUCTION AND BACKGROUND OVERVIEW

2. OBJECTIVES

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

3. GENERAL TERMS AND CONDITIONS

Taxes – Taxes shall not be included in unit prices.

Brand Name and Number–The Vendors shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the vendor is quoting on the exact brand name and number specified in the RFP form. Should any item for which proposals are requested be patented, or otherwise protected or designated by the particular name of the maker and the Vendor desires to bid on an item of equal character and quality, it may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Highway Commissioner to be equal in all respects to that specified.

Samples – If needed, samples shall be furnished free of cost to the County after the RFP opening. If requested, they are to be sent within seven (7) days to the Barron County Highway Department, Office of the Highway Commissioner, 260 N 7th Street, Barron, Wisconsin 54812, unless otherwise specified. The County reserves the right to reject the RFP of any Vendor failing to submit samples as requested. Samples must be plainly marked with name of vendor, RFP number and date of the RFP opening. Samples of the successful Vendors may be retained for comparison with deliveries. Vendors may pick up samples (if not destroyed by test) on notice from the Office of the Highway Commissioner. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the County. Vendors (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.

Quantity and Quality of Materials or Services– The successful Vendors shall furnish and deliver the quantities designated in the RFP or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the RFP specifications and

INTRODUCTION AND BACKGROUND OVERVIEW

the County's sample or the sample furnished by the Vendors and accepted by the County. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the RFP specifications, the cost of such test shall be paid by the Vendor(s). The Vendor certifies that all materials conform to all applicable requirements of Wisconsin OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

Material Safety Data Sheets – For all products requiring a Material Safety Data Sheet – The County requires that a Material Safety Data Sheet accompany all orders at the time of delivery.

Severability – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

Amendments – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

Entire Agreement – This RFP and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Vendor, by the execution of his/her signature on the RFP Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Force Majeure Clause – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

Hold Harmless Clause – The successful Vendor agrees to indemnify, defend and save harmless Barron County, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the County, its officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Vendor or Vendor's agents, employees or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the County.

Prevailing Law – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the RFP proposal shall conform to all applicable requirements of local, state and federal law.

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Governing Law and Venue – In the event of litigation, the RFP documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of Wisconsin. Venue shall only be with the appropriate state of federal court located in Barron County.

Permits and Licenses – The successful Vendors and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

Anti-discrimination – It is the policy of the Barron County Board of Supervisors, that in connection with all work performed under Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of sexual orientation, physical and mental disability, medical conditions, marital status, age, pregnancy, veteran status, gender, race, color, ancestry, national origin, sex, or religious creed. Therefore, the Vendor agrees to comply with applicable Federal and Wisconsin laws including, but not limited to, the Wisconsin Fair Employment Act. In addition, the successful Vendors agree to require like compliance by all subcontractors employed on the work by him.

INTRODUCTION AND BACKGROUND OVERVIEW

4. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

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

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

- A. **Intelligent Warning Systems (Solar & Wireless) Products:** Blinker Signs and Beacons, RRFB-XL Crosswalks, Fire Preemptions Systems, Dangerous Curve Warnings, Web-based Traffic Monitoring & Control, Radar Feedback Signage, Wrong Way Activation Signage, Emergency Vehicle & Firehouse Warning Systems, Bike Path Warning Systems, Lighted In-road Lights, Solar Railroad Crossing Warnings, and any other Intelligent Warning Systems (Solar & Wireless) Products offered by Supplier.
- B. **Parking and ITS Solutions:** Cameras, Parking Gate Operators, Swing Gate Operators, Slide Gate Operators, Phone Entry Systems, Mobile Traffic Trailers, Crash Barriers, Overhead Clearance Tubes, Electric Car Recharging Stations, Shelters, Gate Arms, Turnstiles, Proximity Sensors, Blank Out Signs, Undercarriage Mirrors, Wheel Immobilizers and any other Parking and ITS Solutions offered by Supplier.
- C. **Industrial and Work Zone Products:** Crowd Control Barricades, Safety Mirrors, Wheel Chocks, Non-Skid Tapes, Eyewash Stations, Floor Signage, Wall & Pole Guards, Guardrail, Exit Signs, Dock Bumpers, Exit and Egress Signing, Changeable Message Boards, Directional Arrow Boards, Barricade Lights Flares, Beacons, Flashlights, Incident Response Roll-up Signs, Radar Feedback Signs, Barrier Webbing, Reflectors, Traffic Paddles, Barriers, Cones, Cone signs and any other Industrial and Work Zone Products offered by Supplier.
- D. **Traffic, Pavement Marking and Striping Products:** Car Stops, , Speed Humps, Speed Tables, Guardrail Reflectors, Cable Guards, Covers, Push & Rider Stripers, Stencils, Paint, Thermoplastics, Pothole Patch, In-Road LED Markers, Measuring Wheels and any other Traffic, Pavement Marking and Striping Products offered by Supplier.
- E. **Delineators and Markers:** Delineators, In-Road Crosswalk Signs, Snow Markers, Snow Poles, Utility Marking Flags, Hydrant Markers, Modular Signs, Butyl Pads, Curbing, Butyl Pads & Epoxy and any other Delineators and Markers offered by Supplier.
- F. **Signing and Digital Sign Marking:** MUTCD Signs, Blanks, Sheeted Blanks, Sheeted Blanks with Border, Federal Advisory Signage, Sign Mounting Brackets, Hardware, Sandwich Boards, Lawn Signage, Digital Print capabilities, Screen Printing Equipment, Reflective Sheeting & Vinyl Rolls, Plotters, Cutters, Sign Making Software and any other Signing and Digital Sign Marking offered by Supplier.

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- G. **Posts, Poles and Bases:** Square Posts, U-Channel Posts, Wood Posts, Signal Poles, Round Posts, T-Posts, Flexible Posts, Pole Packages, Anchors, Crosspieces, Portable Sign Bases, and any other Posts, Poles and Bases offered by Supplier.
- H. **Streetscape Decorative Products:** Decorative Poles, Decorative Bases, Luminaries, Decorative Brackets, Sign Backers, Ornate Lighting, Finial Pole Toppers, LED Retrofit Lighting, Street Clocks and any other Streetscape Decorative Products offered by Supplier.
- I. **Parks and Recreation Products:** Benches, Tables, Waste Receptacles, Drinking Fountains, Message Centers, Bike Racks, Snuffers, State Flags, Flag Poles, Bulletin Boards, and any other Parks and Recreation Products offered by Supplier.
- J. **Related Products and Solutions:** The complete range of Related Traffic Products and Solutions such as Personal Protective Equipment and any other Related Products and Services offered by the Supplier.

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INTRODUCTION AND BACKGROUND U.S. COMMUNITIES

5. ABOUT U.S. COMMUNITIES

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

National Sponsors

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

Advisory Board

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

Each Advisory Board Member is expected to actively participate in product proposals and selection, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

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

Participating Public Agencies

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

INTRODUCTION AND BACKGROUND U.S. COMMUNITIES

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

Barron County is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached as Appendix A.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Barron County and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2012 purchased more than \$135 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

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

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

Marketplace

INTRODUCTION AND BACKGROUND U.S. COMMUNITIES

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

Multiple Awards

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

Barron County reserves the right to award the contract in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the County as a result of this solicitation.

Evaluation of Proposals

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

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

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SUPPLIER QUALIFICATIONS COMMITMENTS

6. SUPPLIER QUALIFICATIONS AND COMMITMENTS

Commitments

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

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

(a) **Corporate Commitment.**

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

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

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

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

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

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

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

SUPPLIER QUALIFICATIONS COMMITMENTS

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

(b) **Pricing Commitment.**

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

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

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

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

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

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

SUPPLIER QUALIFICATIONS COMMITMENTS

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

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

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

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

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

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

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

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

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards

SUPPLIER QUALIFICATIONS COMMITMENTS

Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

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

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

- (A) A dedicated U.S. Communities internet web-based homepage containing:
 - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
 - (2) Copy of original procurement solicitation;
 - (3) Copy of Master Agreement including any amendments;
 - (4) Summary of Products and Services pricing;
 - (5) Electronic link to U.S. Communities' online registration page; and
 - (6) Other promotional material as requested by U.S. Communities.
- (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
- (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

SUPPLIER QUALIFICATIONS COMMITMENTS

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

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

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

The remainder of this page is intentionally left blank.

SUPPLIER QUALIFICATIONS
U.S. COMMUNITIES ADMINISTRATION AGREEMENT

U.S. Communities Administration Agreement

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

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

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SUPPLIER QUALIFICATIONS
SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

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

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
 YES NO
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?
 YES NO
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in all 35 U.S. states?
 YES NO
- D. Did your company have sales greater than \$25 million last year in the United States?
 YES NO
- E. Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?
 YES NO
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
 YES NO
- G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?
 YES NO
- H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
 YES NO
- I. Will your company commit to the following program implementation schedule?
 YES NO
- J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
 YES NO

Submitted by:

Andrew Bergholz
 (Printed Name)

VP of Sales
 (Title)

(Signature)

(Date)

**SUPPLIER QUALIFICATIONS
NEW SUPPLIER IMPLEMENTATION CHECKLIST**

New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call	One Week
Discuss expectations Establish initial contact people & roles Outline kickoff plan Establish WebEx training date	
2. Second Conference Call	One Week
Review Contract Commitments	
3. Administrative Agreement Signed	One Week
Lead Public Agency agreement signed	
4. Supplier Login Established	One Week
Complete Supplier initiation form Complete Supplier product template Create user account & user ID - Communicate to Supplier	
5. Initial Sr. Management Meeting	Two Weeks
Review commitments Discuss National Account Manager (NAM) role & staff requirements Discuss reporting process & requirements Review kickoff plan Determine field sales introductory communication plan	
6. Initial NAM & Staff Training Meetings	Two Weeks
Discuss expectations, roles & responsibilities Introduce and review web-based tools Discuss sales organization & define roles Review with NAM Review process & expectations with NAM and lead referral person Discuss marketing plan and customer communication strategy Discuss Admin process/expectations & provide admin support training	
7. Review Top 10 Local Government Contracts	Two Weeks
Determine strategies with NAM	
8. Program Contact Requirements	Two Weeks
Supplier contacts communicated to U.S. Communities Staff Dedicated email Dedicated toll free number Dedicated fax number	
9. Web Development	
Initiate IT contact	Two Weeks
Website construction	Three Weeks

**SUPPLIER QUALIFICATIONS
NEW SUPPLIER IMPLEMENTATION CHECKLIST**

Website final edit	Four Weeks
Product upload to U.S. Communities site	Four Weeks
10. Sales Training & Roll Out	
Regional Manager (RM) briefing - Coordinate with NAM	One Week
Initial remote WebEx training for all sales - Coordinate with NAM	Two Weeks
Top 10 metro areas - Coordinate with NAM & RM	Four Weeks
Initiate contact with Advisory Board (AB) members	Four Weeks
Training plan for other metros	
11. Marketing	
General announcement	
1 Page Summary with Supplier contacts	
Branding of program	
Supplier handbook	
Announcement to AB and Sponsors	
12. Green Initiative	
Identify Green Products	Two Weeks
- Certifications	
- New product identification	
Identify green expert	
Green reporting	Six Weeks
Upload product to U.S. Communities website	Four Weeks
- Product description	
- Picture	
- SKU	
Green marketing material	Six Weeks
- Approved by U.S. Communities	
- Printed/ Images	
- Articles/ Best Practices/ Supplier internal green practices	
- Workshops	
- Green tradeshow	
- 3rd Party green vendors	

SUPPLIER INFORMATION

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

Company

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

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	Tucson	AZ
10	Los Angeles	CA
12	San Francisco	CA
6	San Diego	CA
5	Sacramento	CA
3	Fresno	CA
	Etc.	Etc.
Total: 366		

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

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

6. Submit your current Federal Identification Number and latest Dun & Bradstreet report.

SUPPLIER INFORMATION

7. Provide a list with contact information of your company's ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided. Provide a list with contact information of five public agency customers that your company has lost in the last twelve months.

Distribution

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
5. If applicable, describe your company's ability to do business with dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Marketing

1. Outline your company's plan for marketing the Products to State and local government agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.
4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the amount of purchases of existing public agency clients that your company will transition to the U.S. Communities contract for the initial three years of the contract in the following format within your proposal.
 - a. \$ _____ .00 will be transitioned in year one.
 - b. \$ _____ .00 will be transitioned in year two.
 - c. \$ _____ .00 will be transitioned in year three.
5. Explain how your company proposes to resolve any complaints, issues or challenges.
6. Please submit the resume of the person your company proposes to serve as the National Accounts Manager. Also provide the resume for each person that will be dedicated full

SUPPLIER INFORMATION

time to U.S. Communities account management along with key executive personnel that will be supporting the program.

Products

1. Provide a description of the Products and Services to be provided by the major product categories set forth in the General Definition of Products and Services of the RFP. The primary objective is for each Supplier to provide its complete offering so that Participating Public Agencies may order a range of product, services and solutions as appropriate for their needs.
2. Provide a description of any Related Products and Services Supplier wishes to be considered.
3. State the company's standard delivery time (in days), options for expediting delivery and return policies.
4. State restocking fees and procedures for returning products.
5. State backorder policy. Do you fill or kill order and require Agency to reorder if item is backordered?
6. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
7. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions.

Quality

1. Describe your company's quality control processes from manufacture through delivery.
2. What testing methodologies do you use to ensure compliance with company specifications and industry standards?
3. Describe your problem escalation process.
4. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?
5. Describe and provide any product or service warranties.

Administration

1. Describe your company's capacity to employ EDI, telephone, ecommerce, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

SUPPLIER INFORMATION

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

National Staffing Plan

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

Environmental

1. Provide a brief description of any company environmental initiatives, including your company's environmental strategy, your investment in being an environmentally preferable service leader, and any resources dedicated to your environmental strategy.
2. Describe your company's process for defining green products or sustainable processes.

SUPPLIER INFORMATION

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

Additional Information

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

GENERAL INFORMATION

1. **SCOPE OF CONTRACT:**

1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish a cooperative contract or contracts for Traffic Control Products, and Related Products and Solutions for Barron County, Wisconsin and on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.

2. **RFP QUESTIONS:**

2.1. The County shall not be bound by and the Proposer shall not request or rely on any oral interpretation or clarification of this RFP. Therefore any questions regarding this RFP are encouraged and should be submitted in writing by email to:

Highway Commissioner: Mark Servi
E-Mail: bchdtcp@co.barron.wi.us

2.2. Questions received up to the deadline to submit questions in the Calendar of Events will be answered in writing per the Calendar of Events. Answers to questions from any Proposer will be provided to all Proposers.

2.3. All communications regarding this proposal shall only be through the County’s point of contact listed above. No communication is to be directed to any other County personnel.

3. **CONTRACT PERIOD AND RENEWAL:**

3.1. The term of the contract will be for three (3) years following the contract award date.

3.2. Barron County may, at its option, renew the term of this Contract up to a maximum of three (3) years, one (1) year at a time. The Contractor shall be notified in writing by the County of its intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3. Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be justified and based upon verifiable criteria such as the Consumer Price Index (CPI-U), U.S. City Averages, or other relevant indices.

3.4. At any time after the date of the Request for Proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced).

4. **CALENDAR OF EVENTS (Subject to Change):**

<u>Event</u>	<u>Date</u>
Issue RFP	October 21, 2013
Deadline for receipt of questions via email	November 1, 2013, 11:00 am
Issue Addendum/a (if required)	November 7, 2013
Proposal Due Date	November 25, 2013, 11:00 am

GENERAL INFORMATION

Evaluation Period
Contract Start Date

December 2013
February 1, 2014

5. TECHNICAL PROPOSAL INSTRUCTIONS:

- 5.1. The Proposer must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein. It is required that ten (10) copies of the technical proposal be provided in CD or thumb drive format. The Proposer must include a notarized statement that the CD or thumb drive version is a true copy of the printed version.

Electronic/soft copies submitted must be certified free of viruses, malware, Trojans, worms, rootkits, spyware, adware, etc. Those who submit electronic/soft copies that contain viruses, malware, Trojans, worms, rootkits, spyware, adware, etc. may be liable for resulting damages.

- 5.2. The Proposer must submit the Technical Proposal in a separate binder containing the following information divided by tabs:

Tab 1 – COVER LETTER: Submit completed Proposal Cover Sheet. Additionally, include a cover letter which will provide a brief history of the Proposer and its organization. The letter will indicate the principal or officer of the Proposer organization who will be the County's primary point of contact during negotiations. This individual must have the authority to negotiate all aspects on the scope of products, services and solutions on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter transmitting the proposal.

Tab 2 - EXECUTIVE SUMMARY: The Proposer will provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the Proposal.

Tab 3 – PROPOSER PROFILE: The Proposer must provide a profile of its organization and all other companies who will be providing products or services through a dealer or distribution arrangement with the Proposer. At a minimum, the Proposer will provide the following information.

- Name of firm submitting proposal
- Main office address
- If a corporation, when and where incorporated
- List any dba's
- Number of years in business
- Total number of employees

Tab 4 – PROPOSER INFORMATION:

- a. Supplier Qualifications (Ref. pages 14-18): Proposer must include a narrative of its understanding and acceptance of the Supplier Commitments.
- b. Completed and signed Supplier Worksheet for National Program Consideration (Ref. page 20).

GENERAL INFORMATION

c. Supplier Information (Ref. pages 23-27)

Tab 5 – STATEMENT OF QUALIFICATIONS: This section shall describe the Proposer's ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.

Tab 6 – FINANCIAL STATEMENTS:

Proposer must provide detailed, audited income statements and balance sheets from two of the most recent reporting periods.

Tab 7 – U.S. COMMUNITIES ADMINISTRATION AGREEMENT, signed unaltered

Tab 8 – Submit any initialed and/or signed Addenda (if applicable).

Tab 9 – Proposer's catalog

6. COST PROPOSAL INSTRUCTIONS:

6.1. The Proposer must submit a cost proposal in a separate binder, clearly marked, fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee.

It is required that ten (10) copies of the cost proposal be provided in CD or thumb drive format. The Proposer must include a notarized statement that the CD or thumb drive version is a true copy of the printed version.

- a. Provide the pricing using a **fixed percentage** (%) discount off PROPOSER'S CATALOG PRICE LIST or other objectively verifiable criteria.
- b. Provide the reference to the standard index or other objective criteria used to determine pricing of each Product category and state why this is most advantageous to Participating public Agencies. **Copies of the relevant price lists must be included in the Cost Proposal.**
- c. If offered, provide Proposer pricing for custom signs.
- d. Provide the pricing for any services and solutions offered using a **mark-up percentage over cost**. Cost shall be substantiated by an actual invoice indicating the amount paid for services or solutions. Proposer may propose alternative methodologies for pricing services if it feels it is in the best interest of Participating Public Agencies.
- e. Provide the pricing for any related products and services offered by your company.
- f. Detail any additional pricing incentives or rebates that may be available such as for large volume purchase by Participating Public Agencies.
- g. Prices/discounts shall be F.O.B. destination.

GENERAL INFORMATION

- h. It is the Proposer's responsibility to provide the County and Participating Public Agencies with an up-to-date price list and any necessary brochures, finish material samples or related materials at no charge for the duration of the contract.
- 6.2. The Proposer must submit Market Basket Pricing in ATTACHMENT B for evaluation purposes only. Pricing should be based on Proposers fixed percentage discount off its manufacturer catalog price list. Proposer may take into consideration any pricing incentives or rebates it is offering through this contract.

Note: Market Basket Pricing is not to be construed as Proposer's complete offer nor is it a core list. It is for evaluation purposes only. Proposer's entire catalog list/assortment will be Proposer's offer to Barron County and Participating Public Agencies.

7. CONTACT FOR CONTRACTUAL MATERS:

- 7.1. All communications and requests for information and clarifications shall be directed to the following official:

Mark Servi, Highway Commissioner
Highway Department
E-mail: bchdtcp@co.barron.wi.us

- 7.2. No attempt shall be made by any Proposer to contact members of the Evaluation Team or others at the County about this procurement.

8. SUBMISSION OF PROPOSALS:

- 8.1. One (1) original (duly marked) and ten (10) copies of the Technical proposal, and one (1) original (duly marked) and ten (10) copies of the Cost proposal shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the Proposers name and address on the outside. In addition, ten (10) copies of the Technical proposal and ten (10) copies of the Cost proposal shall be provided in a CD or thumb drive format. The Proposer must include a notarized statement that the CD or thumb drive version is a true copy of the printed version. Electronically stamped delivery receipts are available.

Highway Department
260 North 7th Street
Barron, WI 54812

- 8.2. Proposers are reminded that changes to the Request for Proposal, in the form of Addenda, are often issued. All addenda **MUST** be signed and submitted as a part of Proposer's proposal. Notice of addenda will be posted at www.baroncountywi.gov. It is the Proposer's responsibility to monitor the web page for the most current addenda.
- 8.3. It is the Proposer's responsibility to clearly identify and to describe the products and services being offered in response to this Request for Proposal. Proposers are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental

GENERAL INFORMATION

information must be furnished and presented in an organized, comprehensive and easy to follow manner.

- 8.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- 8.5. Each original and set of the ten (10) copies of the proposal shall consist of:
- a. Cover Sheet
 - b. Technical proposal as required in the General Information section, paragraph 5, **TECHNICAL PROPOSAL INSTRUCTIONS.**
 - c. Cost proposal as required in the General Information section, paragraph 6, **COST PROPOSAL INSTRUCTIONS.**
- 8.6. By executing the cover sheet, Proposer acknowledges that it has read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

9. PROPOSER PERSONNEL REQUIREMENTS AND DETERMINATION OF RESPONSIBILITY

- 9.1. Barron County may make such investigation as deemed necessary to determine the ability of the Proposer to supply the product or information and data for this purpose as Barron County may request.
- 9.2. Proposers are encouraged to promptly notify the Highway Commissioner, in writing via email, of any apparent major inconsistencies, problems, or ambiguities in the Specifications. Address notifications to: Mark Servi, Barron County Highway Commissioner, bchdtcp@co.barron.wi.us.

10. LATE PROPOSALS:

- 10.1. Proposals received in the Highway Department after the date and time prescribed shall not be considered for contract award and shall be returned to the Proposer.

11. PERIOD THAT PROPOSALS REMAIN VALID:

- 11.1. Proposals will remain valid for a period of one-hundred twenty days (120) calendar days after the date specified for receipt of proposals.

12. EVALUATION OF PROPOSAL – SELECTION FACTORS:

The following factors will be considered in the award of this contract:

GENERAL INFORMATION

- 12.1. **PROVEN EXPERIENCE** of the Company's success in providing Traffic Control Products and Related Products and Services on a nationwide and local basis in a timely manner.
- 12.2. Depth of response to **TECHNICAL PROPOSAL INSTRUCTIONS** (Ref. General Information, paragraph 5).
- 12.3. Depth of response to **COST PROPOSAL INSTRUCTIONS** (Ref. General Information, paragraph 6).
- 12.4. Depth of response to **SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION**.

13. TRADE SECRET/PROPRIETARY INFORMATION:

- 13.1. Trade secrets or proprietary information submitted by a Proposer in connection with a procurement transaction shall not be subject to public disclosure under the Wisconsin Public Records Law; however, Proposers must invoke the protections of this section prior to or upon submission of the data or other materials.
- 13.2. The Proposer must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the Proposer.

The remainder of this page is intentionally left blank.

APPENDIX A
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

APPENDIX A
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

The remainder of this page is intentionally left blank.

**APPENDIX B
ADMINISTRATION AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL TERMS AND CONDITIONS

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

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement

APPENDIX B ADMINISTRATION AGREEMENT

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

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

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

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, 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 applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under this Agreement or the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

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

ARTICLE III

REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), Association of School Business Officials (ASBO) and National Institute of Governmental Purchasing (NIGP) (collectively, the "Founding Co-Sponsors") and individual state-level sponsors. In addition, the

APPENDIX B ADMINISTRATION AGREEMENT

U.S. Communities staff shall enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshow and by providing online tools to Supplier's sales force.

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

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

(a) **Corporate Commitment.**

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

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

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

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

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

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

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S.

APPENDIX B ADMINISTRATION AGREEMENT

Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

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

(b) **Pricing Commitment.**

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

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

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

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

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

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

APPENDIX B ADMINISTRATION AGREEMENT

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

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

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

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

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

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

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

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

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

APPENDIX B ADMINISTRATION AGREEMENT

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

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

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

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

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

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

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

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

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

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

APPENDIX B ADMINISTRATION AGREEMENT

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

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

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

ARTICLE IV

PRICING AUDITS

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

ARTICLE V

FEES & REPORTING

APPENDIX B ADMINISTRATION AGREEMENT

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

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

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

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

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

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

**APPENDIX B
ADMINISTRATION AGREEMENT**

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

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

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

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

ARTICLE VI

MISCELLANEOUS

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

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

6.3 Assignment.

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

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

APPENDIX B ADMINISTRATION AGREEMENT

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

U.S. Communities:	U.S. Communities 2999 Oak Road, Suite 710 Walnut Creek, California 94597 Attn: Program Manager Administration
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Supplier:	TAPCO (Traffic & Parking Control Co., Inc.) 5100 W. Brown Deer Road Brown Deer, WI 53223 Attn: U.S. Communities Program Manager
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6.5 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

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

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

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

6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including

APPENDIX B
ADMINISTRATION AGREEMENT

impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

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

[Remainder of Page Intentionally Left Blank – Signatures Follow]

APPENDIX B
ADMINISTRATION AGREEMENT

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

TAPCO (Traffic & Parking Control Co., Inc.)

By TAPCO (Traffic & Parking Control Co., Inc.)

Name: Andrew Bergholz

Title: VP of Sales

APPENDIX B
ADMINISTRATION AGREEMENT

ATTACHMENT A

MASTER AGREEMENT

(Barron County Master Agreement/Contract to be attached at time of award.)

STATE NOTICE ADDENDUM

ATTACHMENT B

SALES REPORT FORMAT

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St	GROTON	CT	06340	20	2012	2	5	318.00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St	GROTON	CT	06340	20	2012	2	5	212.00

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

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

STATE NOTICE ADDENDUM

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

Nationwide:

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

Other states:

State of Oregon, State of Hawaii, State of Washington

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

STATE NOTICE ADDENDUM

Keauhou	Waikoloa
Kekaha	Wailuku
Kihei	Waimanalo
Kilauea	Waimea
Koloa	Waipahu
Kualapuu	Wake Island
Kula	Wheeler Army Airfield
Kunia	Brigham Young University - Hawaii
Kurtistown	Chaminade University of Honolulu
Lahaina	Hawaii Business College
Laie	Hawaii Pacific University
Lanai City	Hawaii Technology Institute
Laupahoehoe	Heald College - Honolulu
Lawai	Remington College - Honolulu Campus
Lihue	University of Phoenix - Hawaii Campus
M C B H Kaneohe Bay	Hawaii Community College
Makawao	Honolulu Community College
Makaweli	Kapiolani Community College
Maunaloa	Kauai Community College
Mililani	Leeward Community College
Mountain View	Maui Community College
Naalehu	University of Hawaii at Hilo
Ninole	University of Hawaii at Manoa
Ocean View	Windward Community College
Ookala	
Paaupuu	
Paauiilo	
Pahala	
Pahoa	
Paia	
Papaaloa	
Papaikou	
Pearl City	
Pearl Harbor	
Pepeekeo	
Princeville	
Pukalani	
Puunene	
Schofield Barracks	
Tripler Army Medical Center	
Volvano	
Wahiawa	
Waialua	
Waianae	

STATE NOTICE ADDENDUM

State: HI (106 records)**Account Type: K-12 (13 records)**

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

Account Type: County (3 records)

BOARD OF WATER SUPPLY
 MAUI COUNTY COUNCIL
 Honolulu Fire Department

Account Type: Non-Profit (61 records)

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

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

STATE NOTICE ADDENDUM

Hawaii Baptist Academy
prod test kindly ignore HI - DP
Kroc Center Hawaii

Account Type: College and University (7 records)

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

Account Type: Other (5 records)

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

Account Type: City (1 record)

COUNTY OF MAUI

Account Type: Community College (2 records)

Honolulu Community College
COLLEGE OF THE MARSHALL ISLANDS

Account Type: State Agency (11 records)

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

Account Type: Consolidated City/County (1 record)

CITY AND COUNTY OF HONOLULU

Account Type: Federal (2 records)

US Navy
Defense Information System Agency

State: OR (1,048 records)

Account Type: K-12 (197 records)

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

STATE NOTICE ADDENDUM

Santiam Canyon SD 129J
 WEST HILLS COMMUNITY CHURCH
 BANKS SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
 HARNEY EDUCATION SERVICE DISTRICT
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
 SILVER FALLS SCHOOL DISTRICT
 St Helens School District
 DAYTON SCHOOL DISTRICT NO.8
 Amity School District 4-J
 SCAPPOOSE SCHOOL DISTRICT 1J
 REEDSPORT SCHOOL DISTRICT
 FOREST GROVE SCHOOL DISTRICT
 DAVID DOUGLAS SCHOOL DISTRICT
 LOWELL SCHOOL DISTRICT NO.71
 TIGARD-TUALATIN SCHOOL DISTRICT
 SHERWOOD SCHOOL DISTRICT 88J
 RAINIER SCHOOL DISTRICT
 NORTH CLACKAMAS SCHOOL DISTRICT
 MONROE SCHOOL DISTRICT NO.1J
 CHILDPEACE MONTESSORI
 HEAD START OF LANE COUNTY
 HARNEY COUNTY SCHOOL DIST. NO.3
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
 LEBANON COMMUNITY SCHOOLS NO.9
 MT.SCOTT LEARNING CENTERS
 SEVEN PEAKS SCHOOL
 DE LA SALLE N CATHOLIC HS
 MULTISENSORY LEARNING ACADEMY
 MITCH CHARTER SCHOOL
 REALMS CHARTER SCHOOL
 BAKER SCHOOL DISTRICT 5-J
 PHILOMATH SCHOOL DISTRICT
 CLACKAMAS EDUCATION SERVICE DISTRICT
 CANBY SCHOOL DISTRICT
 OREGON TRAIL SCHOOL DISTRICT NO.46
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 MOLALLA RIVER SCHOOL DISTRICT NO.35
 ESTACADA SCHOOL DISTRICT NO.108
 GLADSTONE SCHOOL DISTRICT
 ASTORIA SCHOOL DISTRICT 1C
 SEASIDE SCHOOL DISTRICT 10
 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
 VERNONIA SCHOOL DISTRICT 47J
 SOUTH COAST EDUCATION SERVICE DISTRICT
 COOS BAY SCHOOL DISTRICT NO.9
 COOS BAY SCHOOL DISTRICT
 NORTH BEND SCHOOL DISTRICT 13
 COQUILLE SCHOOL DISTRICT 8
 MYRTLE POINT SCHOOL DISTRICT NO.41
 BANDON SCHOOL DISTRICT
 BROOKING HARBOR SCHOOL DISTRICT NO.17-C
 REDMOND SCHOOL DISTRICT
 DESCHUTES COUNTY SD NO.6 - SISTERS SD
 DOUGLAS EDUCATION SERVICE DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 GLIDE SCHOOL DISTRICT NO.12
 SOUTH UMPQUA SCHOOL DISTRICT #19
 YONCALLA SCHOOL DISTRICT NO.32
 ELKTON SCHOOL DISTRICT NO.34
 DOUGLAS COUNTY SCHOOL DISTRICT 116
 HOOD RIVER COUNTY SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NO.4
 CENTRAL POINT SCHOOL DISTRICT NO. 6
 JACKSON CO SCHOOL DIST NO.9
 ROGUE RIVER SCHOOL DISTRICT NO.35
 MEDFORD SCHOOL DISTRICT 549C
 CULVER SCHOOL DISTRICT NO.
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 GRANTS PASS SCHOOL DISTRICT 7
 LOST RIVER JR/SR HIGH SCHOOL
 KLAMATH FALLS CITY SCHOOLS
 LANE COUNTY SCHOOL DISTRICT 4J
 SPRINGFIELD SCHOOL DISTRICT NO.19
 CRESWELL SCHOOL DISTRICT
 SOUTH LANE SCHOOL DISTRICT 45J3
 LANE COUNTY SCHOOL DISTRICT 69

STATE NOTICE ADDENDUM

SIUSLAW SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 LINN CO. SCHOOL DIST. 95C - SCIO SD
 ONTARIO MIDDLE SCHOOL
 GERVAIS SCHOOL DIST. #1
 NORTH SANTIAM SCHOOL DISTRICT 29J
 JEFFERSON SCHOOL DISTRICT
 SALEM-KEIZER PUBLIC SCHOOLS
 MT. ANGEL SCHOOL DISTRICT NO.91
 MARION COUNTY SCHOOL DISTRICT 103 -
 WASHINGTON ES
 MORROW COUNTY SCHOOL DISTRICT
 MULTNOMAH EDUCATION SERVICE
 DISTRICT
 GRESHAM-BARLOW SCHOOL DISTRICT
 DALLAS SCHOOL DISTRICT NO. 2
 CENTRAL SCHOOL DISTRICT 13J
 St. Mary Catholic School
 CROSSROADS CHRISTIAN SCHOOL
 ST. ANTHONY SCHOOL
 HERITAGE CHRISTIAN SCHOOL
 BEND-LA PINE SCHOOL DISTRICT
 GLENDALE SCHOOL DISTRICT
 LINCOLN COUNTY SCHOOL DISTRICT
 PORTLAND PUBLIC SCHOOLS
 REYNOLDS SCHOOL DISTRICT
 CENTENNIAL SCHOOL DISTRICT
 NOBEL LEARNING COMMUNITIES
 St. Stephen's Academy
 Salem-Keizer 24J
 McKay High School
 Pine Eagle Charter School
 Waldo Middle School
 hermiston school district
 Clear Creek Middle School
 Marist High School
 Victory Academy
 Vale School District No. 84
 St. Mary School
 Junction City High School
 Three Rivers School District
 Pedee School
 Fern Ridge School District
 Ppme Education Committee
 JESUIT HIGH SCHL EXEC OFC

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

Account Type: County (44 records)

GILLIAM COUNTY OREGON
 HOUSING AUTHORITY OF CLACKAMAS
 COUNTY
 UMATILLA COUNTY, OREGON

STATE NOTICE ADDENDUM

MULTNOMAH LAW LIBRARY	Salem First Presbyterian Church
clackamas county	Rolling Hills Baptist Church
CLATSOP COUNTY	Baker Elks
COLUMBIA COUNTY, OREGON	Gates Community Church of Christ
coos county	PIP Corps LLC
CROOK COUNTY ROAD DEPARTMENT	Turtle Ridge Wildlife Center
CURRY COUNTY OREGON	Grande Ronde Model Watershed Foundation
DESCHUTES COUNTY	Western Environmental Law Center
GILLIAM COUNTY	Mercy Flights, Inc.
GRANT COUNTY, OREGON	HHoly Trinity Greek Orthodox Cathedral
HARNEY COUNTY SHERIFFS OFFICE	MECOP Inc.
HOOD RIVER COUNTY	Beaverton Christians Church
jackson county	Oregon Humanities
josephine county	St. Pius X School
klamath county	Community Connection of Northeast Oregon, Inc.
LANE COUNTY	Living Opportunities, Inc.
LINN COUNTY	Coos Art Museum
MARION COUNTY , SALEM, OREGON	OETC
MULTNOMAH COUNTY	Blanchet House of Hospitality
SHERMAN COUNTY	Merchants Exchange of Portland, Oregon
WASCO COUNTY	Coalition for a Livable Future
YAMHILL COUNTY	Central Oregon Visitors Association
WALLOWA COUNTY	Soroptimist International of Gold Beach, OR
ASSOCIATION OF OREGON COUNTIES	Real Life Christian Church
NAMI LANE COUNTY	Delphian School
BENTON COUNTY	AVON
DOUGLAS COUNTY	Human Solutions, Inc.
JEFFERSON COUNTY	The Wallace Medical Concern
LAKE COUNTY	Boys & Girls Club of Salem, Marion & Polk Counties
LINCOLN COUNTY	The Ross Ragland Theater and Cultural Center
POLK COUNTY	Cascade Health Solutions
UNION COUNTY	Umpqua Community Health Center
WASHINGTON COUNTY	ALZHEIMERS NETWORK OF OREGON
MORROW COUNTY	NATIONAL WILD TURKEY FEDERATION
NORCOR Juvenile Detention	TILLAMOOK ESTUARIES PARTNERSHIP
Tillamook County Estuary	LIFEWORKS NW
Job Council	COLLEGE HOUSING NORTHWEST
Mckenzie Personnel Services	PARALYZED VETERANS OF AMERICA
Columbia Basin Care Facility	Independent Development Enterprise Alliance
BAKER CNTY GOVT	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
TILLAMOOK CNTY	HALFWAY HOUSE SERVICES, INC.
	REDMOND PROFICIENCY ACADEMY
	OHSU FOUNDATION

Account Type: Non-Profit (453 records)

Mt Emily Safe Center

STATE NOTICE ADDENDUM

SHELTERCARE
 PRINGLE CREEK SUSTAINABLE LIVING
 CENTER
 PACIFIC INSTITUTES FOR RESEARCH
 Mental Health for Children, Inc.
 The Dreaming Zebra Foundation
 LAUREL HILL CENTER
 THE OREGON COMMUNITY FOUNDATION
 OCHIN
 WE CARE OREGON
 SE WORKS
 ENTERPRISE FOR EMPLOYMENT AND
 EDUCATION
 OMNIMEDIX INSTITUTE
 PORTLAND BUSINESS ALLIANCE
 GATEWAY TO COLLEGE NATIONAL
 NETWORK
 FOUNDATIONS FOR A BETTER OREGON
 GOAL ONE COALITION
 ATHENA LIBRARY FRIENDS ASSOCIATION
 Coastal Family Health Center
 CENTER FOR COMMUNITY CHANGE
 STAND FOR CHILDREN
 ST. VINCENT DEPAUL OF LANE COUNTY
 EAST SIDE FOURSQUARE CHURCH
 CORVALLIS MOUNTAIN RESCUE UNIT
 InventSuccess
 SHERIDAN JAPANESE SCHOOL
 FOUNDATION
 MOSAIC CHURCH
 HOUSING AUTHORITY OF LINCOLN
 COUNTY
 RENEWABLE NORTHWEST PROJECT
 INTERNATIONAL SUSTAINABLE
 DEVELOPMENT FOUNDATION
 CONSERVATION BIOLOGY INSTITUTE
 THE NATIONAL ASSOCIATION OF CREDIT
 MANAGEMENT-OREGON, INC.
 BLACHLY LANE ELECTRIC COOPERATIVE
 MORNING STAR MISSIONARY BAPTIST
 CHURCH
 NORTHWEST FOOD PROCESSORS
 ASSOCIATION
 INDEPENDENT INSURANCE AGENTS AND
 BROKERS OF OREGON
 OREGON EDUCATION ASSOCIATION
 HEARING AND SPEECH INSTITUTE INC
 SALEM ELECTRIC
 MORRISON CHILD AND FAMILY SERVICES
 JUNIOR ACHIEVEMENT
 CENTRAL BIBLE CHURCH
 MID COLUMBIA MEDICAL CENTER-GREAT
 'N SMALL
 TRILLIUM FAMILY SERVICES, INC.
 YWCA SALEM
 PORTLAND ART MUSEUM
 SAINT JAMES CATHOLIC CHURCH
 SOUTHERN OREGON HUMANE SOCIETY
 VOLUNTEERS OF AMERICA OREGON
 CENTRAL DOUGLAS COUNTY FAMILY
 YMCA
 METROPOLITAN FAMILY SERVICE
 OREGON MUSUEM OF SCIENCE AND
 INDUSTRY
 FIRST UNITARIAN CHURCH
 ST. ANTHONY CHURCH
 Good Shepherd Medical Center
 Salem Academy
 ST VINCENT DE PAUL
 OUTSIDE IN
 UNITED CEREBRAL PALSY OF OR AND SW
 WA
 WILLAMETTE VIEW INC.
 PORTLAND HABILITATION CENTER, INC.
 OREGON STATE UNIVERSITY ALUMNI
 ASSOCIATION
 ROSE VILLA, INC.
 NORTHWEST LINE JOINT APPRENTICESHIP
 & TRAINING COMMITTEE
 BOYS AND GIRLS CLUBS OF PORTLAND
 METROPOLITAN AREA
 Oregon Research Institute
 WILLAMETTE LUTHERAN HOMES, INC
 LANE MEMORIAL BLOOD BANK
 PORTLAND JEWISH ACADEMY
 LANECO FEDERAL CREDIT UNION
 GRANT PARK CHURCH
 ST. MARYS OF MEDFORD, INC.
 US CONFERENCE OF MENONNITE
 BRETHREN CHURCHES
 FAITHFUL SAVIOR MINISTRIES
 OREGON CITY CHURCH OF THE NAZARENE
 OREGON COAST COMMUNITY ACTION
 NORTHWEST REGIONAL EDUCATIONAL
 LABORATORY
 COMMUNITY ACTION TEAM, INC.

STATE NOTICE ADDENDUM

EUGENE SYMPHONY ASSOCIATION, INC.
 STAR OF HOPE ACTIVITY CENTER INC.
 SPARC ENTERPRISES
 SOUTHERN OREGON CHILD AND FAMILY
 COUNCIL, INC.
 SALEM ALLIANCE CHURCH
 Lane Council of Governments
 FORD FAMILY FOUNDATION
 TRAILS CLUB
 NEWBERG FRIENDS CHURCH
 WOODBURN AREA CHAMBER OF
 COMMERCE
 CONTEMPORARY CRAFTS MUSEUM AND
 GALLERY
 CITY BIBLE CHURCH
 OREGON LIONS SIGHT & HEARING
 FOUNDATION
 PORTLAND WOMENS CRISIS LINE
 THE SALVATION ARMY - CASCADE
 DIVISION
 WILLAMETTE FAMILY
 WHITE BIRD CLINIC
 GOODWILL INDUSTRIES OF LANE AND
 SOUTH COAST COUNTIES
 PLANNED PARENTHOOD OF
 SOUTHWESTERN OREGON
 HOUSING NORTHWEST
 OREGON ENVIRONMENTAL COUNCIL
 LOAVES & FISHES CENTERS, INC.
 FAITH CENTER
 Bob Belloni Ranch, Inc.
 GOOD SHEPHERD COMMUNITIES
 SACRED HEART CATHOLIC DAUGHTERS
 HELP NOW! ADVOCACY CENTER
 TENAS ILLAHEE CHILDCARE CENTER
 SUNRISE ENTERPRISES
 LOOKING GLASS YOUTH AND FAMILY
 SERVICES
 SERENITY LANE
 EAST HILL CHURCH
 LA GRANDE UNITED METHODIST CHURCH
 COAST REHABILITATION SERVICES
 Edwards Center Inc
 ALVORD-TAYLOR INDEPENDENT LIVING
 SERVICES
 NEW HOPE COMMUNITY CHURCH
 KLAMATH HOUSING AUTHORITY
 QUADRIPLEGICS UNITED AGAINST
 DEPENDENCY, INC.
 SPONSORS, INC.
 COLUMBIA COMMUNITY MENTAL HEALTH
 ADDICTIONS RECOVERY CENTER, INC
 METRO HOME SAFETY REPAIR PROGRAM
 OREGON SUPPORTED LIVING PROGRAM
 SOUTH COAST HOSPICE, INC.
 ALLFOURONE/CRESTVIEW CONFERENCE
 CTR.
 The International School
 REBUILDING TOGETHER - PORTLAND INC.
 PENDLETON ACADEMIES
 PACIFIC FISHERY MANAGEMENT COUNCIL
 DOGS FOR THE DEAF, INC.
 PUBLIC DEFENDER SERVICES OF LANE
 COUNTY, INC.
 EMMAUS CHRISTIAN SCHOOL
 DELIGHT VALLEY CHURCH OF CHRIST
 SAINT CATHERINE OF SIENA CHURCH
 PORT CITY DEVELOPMENT CENTER
 VIRGINIA GARCIA MEMORIAL HEALTH
 CENTER
 CENTRAL CITY CONCERN
 CANBY FOURSQUARE CHURCH
 EMERALD PUD
 VERMONT HILLS FAMILY LIFE CENTER
 BENTON HOSPICE SERVICE
 INTERNATIONAL SOCIETY FOR
 TECHNOLOGY IN EDUCATION
 COMMUNITY CANCER CENTER
 OPEN MEADOW ALTERNATIVE SCHOOLS,
 INC.
 CASCADIA BEHAVIORAL HEALTHCARE
 WILD SALMON CENTER
 BROAD BASE PROGRAMS INC.
 SUNNYSIDE FOURSQUARE CHURCH
 TRAINING EMPLOYMENT CONSORTIUM
 RELEVANT LIFE CHURCH
 211INFO
 SONRISE CHURCH
 LIVING WAY FELLOWSHIP
 Women's Safety & Resource Center
 SEXUAL ASSAULT RESOURCE CENTER
 IRCO
 NORTHWEST YOUTH CORPS
 TILLAMOOK CNTY WOMENS CRISIS
 CENTER

STATE NOTICE ADDENDUM

SECURITY FIRST CHILD DEVELOPMENT CENTER
 CLASSROOM LAW PROJECT
 YOUTH GUIDANCE ASSOC.
 PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
 ELMIRA CHURCH OF CHRIST
 JASPER MOUNTAIN
 ACUMENTRA HEALTH
 WORKSYSTEMS INC
 COVENANT CHRISTIAN HOOD RIVER
 OREGON DONOR PROGRAM
 NAMI OREGON
 OLIVET BAPTIST CHURCH
 SILVERTON AREA COMMUNITY AID
 CONFEDERATED TRIBES OF GRAND RONDE
 CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
 CATHOLIC COMMUNITY SERVICES
 NEW AVENUES FOR YOUTH INC
 LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
 DECISION SCIENCE RESEARCH INSTITUTE, INC.
 WESTERN STATES CENTER
 HIV ALLIANCE, INC
 PARTNERSHIPS IN COMMUNITY LIVING, INC.
 FANCONI ANEMIA RESEARCH FUND INC.
 BLIND ENTERPRISES OF OREGON
 OREGON BALLET THEATRE
 SMART
 All God's Children International
 FARMWORKER HOUISNG DEV CORP
 UMPQUA COMMUNITY DEVELOPMENT CORPORATION
 REGIONAL ARTS AND CULTURE COUNCIL
 THE EARLY EDUCATION PROGRAM, INC.
 MACDONALD CENTER
 EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
 SELF ENHANCEMENT INC.
 FRIENDS OF THE CHILDREN
 SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
 COMMUNITY VETERINARY CENTER
 PORTLAND SCHOOLS FOUNDATION
 SUSTAINABLE NORTHWEST
 OREGON DEATH WITH DIGNITY
 BIRCH COMMUNITY SERVICES, INC.
 BAY AREA FIRST STEP, INC.
 OSLC COMMUNITY PROGRAMS
 EN AVANT, INC.
 ASHLAND COMMUNITY HOSPITAL
 NORTHWEST ENERGY EFFICIENCY ALLIANCE
 BONNEVILLE ENVIRONMENTAL FOUNDATION
 SUMMIT VIEW COVENANT CHURCH
 SALMON-SAFE INC.
 BETHEL CHURCH OF GOD
 PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL
 SAINT ANDREW NATIVITY SCHOOL
 BARLOW YOUTH FOOTBALL
 SPOTLIGHT THEATRE OF PLEASANT HILL
 FAMILIES FIRST OF GRANT COUNTY, INC.
 TOUCHSTONE PARENT ORGANIZATION
 CANCER CARE RESOURCES
 CASCADIA REGION GREEN BUILDING COUNCIL
 SHERMAN DEVELOPMENT LEAGUE, INC.
 SCIENCEWORKS
 WORD OF LIFE COMMUNITY CHURCH
 SOCIAL VENTURE PARTNERS PORTLAND
 OREGON PROGRESS FORUM
 CENTER FOR RESEARCH TO PRACTICE
 WESTERN RIVERS CONSERVANCY
 UNITED WAY OF THE COLUMBIA
 WILLAMETTE
 EUGENE BALLET COMPANY
 EAST WEST MINISTRIES INTERNATIONAL
 SISKIYOU INITIATIVE
 EDUCATIONAL POLICY IMPROVEMENT CENTER
 North Pacific District of Foursquare Churches
 CATHOLIC CHARITIES
 FIRST CHURCH OF THE NAZARENE
 WESTSIDE BAPTIST CHURCH
 Little Promises Children's Program
 UNION GOSPEL MISSION
 GRACE BAPTIST CHURCH
 COMMUNITY ACTION ORGANIZATION
 OUTSIDE IN

STATE NOTICE ADDENDUM

MAKING MEMORIES BREAST CANCER
 FOUNDATION, INC.
 ELAW
 COMMUNITY HEALTH CENTER, INC
 Greater Portland INC
 Boys & Girls Club of Corvallis
 Southeast Uplift Neighborhood Coalition
 First United Presbyterian Church
 PDX Wildlife
 Jackson-Josephine 4-C Council
 Childswor Learning Center
 New Artists Performing Arts Productions, Inc.
 Relief Nursery
 Viking Sal Senior Center
 Boys and Girls Club of the rogue valley
 DrupalCon Inc., DBA Drupal Association
 Albany Partnership for Housing and Community
 Development
 Dress for Success Oregon
 Beaverton Rock Creek Foursquare Church
 St Paul Catholic Church
 St Mary's Catholic School and Parish
 Polk Soil and Water Conservation District
 Street Ministry
 La Grande Church of the Nazarene
 Spruce Villa, Inc.
 House of Prayer for All Nations
 Sacred Heart Catholic Church
 African American Health Coaliton, Inc.
 Happy Canyon Company
 Village Home Education Resource Center
 Monet's Children's Circle
 Cascade Housing Association
 Dayspring Fellowship
 Northwest Habitat Institute
 First Baptist Church
 The Nature Conservancy, Willamette Valley Field
 Office
 Portland Community Reinvestment Initiatives, Inc.
 GeerCrest Farm & Historical Society
 College United Methodist Church
 NEDCO
 Salem Evangelical Church
 Daystar Education, Inc.
 Oregon Social Learning Center
 Pain Society of Oregon
 environmental law alliance worldwide
 Community in Action
 Safe Harbors
 Pacific Classical Ballet
 Depaul Industries
 African American Health Coalition
 Ministerio International Casa
 Jesus Prayer Book
 Workforce Northwest Inc
 Coalition Of Community Health
 New Paradise Worship Center
 River Network
 CCI Enterprises Inc
 Oregon Nurses Association
 GOODWILL INDUSTRIES OF THE
 COLUMBIA WILLAMETTE
 Mount Angel Abbey
 YMCA OF ASHLAND
 YMCA OF COLUMBIA-WILLAMETTE
 ASSOCIATION SERVICES
 Multnomah Law Library
 Friends Of Tryon Creek State P
 Ontrack Inc.
 Calvin Presbyterian Church
 HOLT INTL CHILD
 St John The Baptist Catholic
 Portland Foursquare Church
 Portland Christian Center
 Church Extension Plan
 Occu Afghanistan Relief Effort
 EUGENE FAMILY YMCA
 Christ The King Parish and School
 Congregation Neveh Shalom
 Newberg Christian Church
 First United Methodist Church
 Zion Lutheran Church
 Hoodview Christian Church
 Southwest Bible Church
 Community Works Inc
 Masonic Lodge Pearl 66
 Molalla Nazarene Church
 Transition Projects, Inc
 St Michaels Episcopal Church
 Saint Johns Catholich Church

STATE NOTICE ADDENDUM

Access Inc	Oregon Nikkei Endowment
Step Forward Activities Inc	Eastern Oregon Alcoholism Foundation
Lane Arts Council	Grantmakers for Education
Community Learning Center	The ALS Association Oregon and SW Washington Chapter
Old Mill Center for Children and Families	Children's Relief Nursery
Sunny Oaks Inc	Energy Trust of Oregon
Little Flower Development Center	Oregon Psychoanalytic Center
Hospice Center Bend La Pine	Store to Door
P E C I	Depaul Industries
Westside Foursquare Church	Union County Economic Development Corp.
Relief Nursery Inc	Camelto Theatre Company
Morning Star Community Church	Camp Fire Columbia
MULTNOMAH DEFENDERS INC	TAKE III OUTREACH
Providence Health System	Sandy Seventh-day Adventist Church
Holy Trinity Catholic Church	A FAMILY FOR EVERY CHILD
Holy Redeemer Catholic Church	1000 FRIENDS OF OREGON
Alliance Bible Church	NAMI of Washington County
Mid Columbia Childrens Council	Temple Beth Israel
HUMANE SOCIETY OF REDMOND	Albertina Kerr Centers
Intergral Youth Services	St. Matthew Catholic School
Our Redeemer Lutheran Church	Serendipity Center Inc
Kbps Public Radio	Center for Family Development
Skyball Salem Keizer Youth Bas	West Salem Foursquare Church
Open Technology Center	Ashland Art Center
Grace Chapel	Apostolic Church of Jesus Christ
CHILDREN'S MUSEUM 2ND	DOUGLAS FOREST PROTECTIVE
Oregon District 7 Little League	Oregon Lyme Disease Network
Portland Schools Alliance	Ecotrust
My Fathers House	SPECIAL MOBILITY SERVICES
Solid Rock	Ronald McDonald House Charities of Oregon & Southwest Washington
West Chehalem Friends Church	Center for Human Development
Eugene Creative Care	DePaul Treatment Centers, Inc.
Guide Dogs For The Blind	Mission Increase Foundation
Children Center At Trinity	Portland Japanese Garden
St. Katherine's Catholic Church	The Madeleine Parish
Scottish Rite	The Tucker-Maxon Oral School
THE NEXT DOOR	Southwest Neighborhoods, Inc
NATIONAL PSORIASIS FOUNDATION	Wallowa Valley Center For Wellness
NEW BEGINNINGS CHRISTIAN CENTER	Portland Oregon Visitors Association
HIGHLAND UNITED CHURCH OF CHRIST	Southern Oregon Project Hope
OREGON REPERTORY SINGERS	Our United Villages
HIGHLAND HAVEN	Samaritan Health Services Inc.
FAIR SHARE RESEARCH AND EDUCATION FUND	Kilchis House
First Baptist Church of Enterprise	

STATE NOTICE ADDENDUM

Grace Lutheran School
Western Mennonite School

Account Type: College and University (28 records)

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

Account Type: Other (45 records)

Clackamas River Water Providers
eickhoff dev co inc
The Klamath Tribe
Life Flight Network LLC
COVENANT RETIREMENT COMMUNITIES
PENTAGON FEDERAL CREDIT UNION
SAIF CORPORATION
GREATER HILLSBORO AREA CHAMBER OF

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

Account Type: City Special District (21 records)

STATE NOTICE ADDENDUM

Molalla Rural Fire Protection District
 MONMOUTH - INDEPENDENCE NETWORK
 MALIN COMMUNITY PARK AND RECREATION DISTRICT
 TILLAMOOK PEOPLES UTILITY DISTRICT
 GLADSTONE POLICE DEPARTMENT
 GOLD BEACH POLICE DEPARTMENT
 THE NEWPORT PARK AND RECREATION CENTER
 RIVERGROVE WATER DISTRICT
 WEST VALLEY HOUSING AUTHORITY
 TUALATIN VALLEY FIRE & RESCUE
 GASTON RURAL FIRE DEPARTMENT
 CITY COUNTY INSURANCE SERVICES
 METRO

Roseburg Police Department
 SOUTH SUBURBAN SANITARY DISTRICT
 OAK LODGE SANITARY DISTRICT
 SOUTH FORK WATER BOARD
 SUNSET EMPIRE PARK AND RECREATION
 SPRINGFIELD UTILITY BOARD
 Tillamook Urban Renewal Agency
 Boardman Rural Fire Protection District

Account Type: Independent Special District (43 records)

Silverton Fire District
 Lewis and Clark Rural Fire Protection District
 Rainbow Water District
 Illinois Valley Fire District
 PORT OF TILLAMOOK BAY
 TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
 METROPOLITAN EXPOSITION-RECREATION COMMISSION
 REGIONAL AUTOMATED INFORMATION NETWORK
 OAK LODGE WATER DISTRICT
 THE PORT OF PORTLAND
 WILLAMALANE PARK AND RECREATION DISTRICT
 TUALATIN VALLEY WATER DISTRICT
 UNION SOIL & WATER CONSERVATION DISTRICT
 LANE EDUCATION SERVICE DISTRICT
 TUALATIN HILLS PARK AND RECREATION DISTRICT
 PORT OF SIUSLAW

CHEHALEM PARK AND RECREATION DISTRICT
 PORT OF ST HELENS
 LANE TRANSIT DISTRICT
 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 HOODLAND FIRE DISTRICT NO.74
 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
 SALEM AREA MASS TRANSIT DISTRICT
 Banks Fire District #13
 KLAMATH COUNTY 9-1-1
 GLENDALE RURAL FIRE DISTRICT
 COLUMBIA 911 COMMUNICATIONS DISTRICT
 NW POWER POOL
 Lowell Rural Fire Protection District
 TriMet Transit
 Estacada Rural Fire District
 Keizer Fire District
 State Accident Insurance Fund Corporation
 Bend Metro Park & Recreation District
 La Pine Park & Recreation District
 Siuslaw Public Library District
 Columbia River Fire & Rescue
 Seal Rock Water District
 Rockwood Water P.U.D.
 Tillamook Fire District
 Tillamook County Transportation Dist
 Central Lincoln People's Utility District
 Jefferson Park and Recreation

Account Type: City (130 records)

Brookings Fire / Rescue
 City of Veneta
 CITY OF DAMASCUS
 Hermiston Fire & Emergency Svcs
 CEDAR MILL COMMUNITY LIBRARY
 CITY OF LAKE OSWEGO
 EUGENE WATER & ELECTRIC BOARD
 LEAGUE OF OREGON CITIES
 CITY OF SANDY
 CITY OF ASTORIA OREGON
 CITY OF BEAVERTON
 CITY OF BOARDMAN
 CITY OF CANBY

STATE NOTICE ADDENDUM

CITY OF CANYONVILLE	CITY OF TIGARD, OREGON
CITY OF CENTRAL POINT POLICE DEPARTMENT	CITY OF AUMSVILLE
CITY OF CLATSKANIE	CITY OF PORT ORFORD
CITY OF CONDON	CITY OF EAGLE POINT
CITY OF COOS BAY	CITY OF WOOD VILLAGE
CITY OF CORVALLIS	St. Helens, City of
CITY OF CRESWELL	CITY OF WINSTON
CITY OF ECHO	CITY OF COBURG
CITY OF ESTACADA	CITY OF NORTH PLAINS
CITY OF EUGENE	CITY OF GERVAIS
CITY OF FAIRVIEW	CITY OF YACHATS
CITY OF GEARHART	FLORENCE AREA CHAMBER OF COMMERCE
CITY OF GOLD HILL	PORTLAND DEVELOPMENT COMMISSION
CITY OF GRANTS PASS	CITY OF CANNON BEACH OR
CITY OF GRESHAM	CITY OF ST. PAUL
CITY OF HILLSBORO	CITY OF ADAIR VILLAGE
CITY OF HOOD RIVER	CITY OF WILSONVILLE
CITY OF JOHN DAY	HOUSING AUTHORITY OF THE CITY OF SALEM
CITY OF KLAMATH FALLS	CITY OF HAPPY VALLEY
CITY OF LA GRANDE	CITY OF SHADY COVE
CITY OF MALIN	CITY OF LAKESIDE
CITY OF MCMINNVILLE	CITY OF MILLERSBURG
CITY OF HALSEY	CITY OF GATES
CITY OF MEDFORD	KEIZER POLICE DEPARTMENT
CITY OF MILL CITY	CITY OF DUNDEE
CITY OF MILWAUKIE	CITY OF AURORA
CITY OF MORO	THE CITY OF NEWPORT
CITY OF MOSIER	CITY OF ALBANY
CITY OF NEWBERG	CITY OF ASHLAND
CITY OF OREGON CITY	CITY OF LEBANON
CITY OF PILOT ROCK	CITY OF PORTLAND
CITY OF POWERS	CITY OF SALEM
RAINIER POLICE DEPARTMENT	CITY OF SPRINGFIELD
CITY OF REEDSPORT	CITY OF BURNS
CITY OF RIDDLE	CITY OF COTTAGE GROVE
CITY OF SCAPPOOSE	CITY OF DALLAS
CITY OF SEASIDE	CITY OF FALLS CITY
CITY OF SILVERTON	CITY OF PHOENIX
CITY OF STAYTON	CITY OF PRAIRIE CITY
City of Troutdale	CITY OF REDMOND
CITY OF TUALATIN, OREGON	CITY OF SHERWOOD
CITY OF WARRENTON	City of junction city
CITY OF WEST LINN/PARKS	City of Florence
CITY OF WOODBURN	

STATE NOTICE ADDENDUM

City of Dayton	DESCHUTES COUNTY RFPD NO.2
City of Monmouth	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
City of Philomath	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
City of Sheridan	CENTRAL OREGON IRRIGATION DISTRICT
Seaside Public Library	MARION COUNTY FIRE DISTRICT #1
City of Yoncalla	COLUMBIA RIVER PUD
La Grande Police Department	SANDY FIRE DISTRICT NO. 72
Cove City Hall	BAY AREA HOSPITAL DISTRICT
Woodburn City Of	NEAH KAH NIE WATER DISTRICT
NW PORTLAND INDIAN HEALTH BOARD	PORT OF UMPQUA
Portland Patrol Services	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
City Of Bend	Benton Soil & Water Conservation District
City Of Coquille	DESCHUTES PUBLIC LIBRARY SYSTEM
City Of Molalla	CLEAN WATER SERVICES
City Of North Bend	Crooked River Ranch Rural Fire Protection District
Columbia Gorge Community	PARROTT CREEK CHILD & FAM
City of St. Helens	South Lane County Fire And Rescue
City of North Powder	Account Type: Community College (14 records)
Toledo Police Department	CENTRAL OREGON COMMUNITY COLLEGE
City of Independence	UMPQUA COMMUNITY COLLEGE
City of Baker City	LANE COMMUNITY COLLEGE
CITY OF SWEETHOME	MT. HOOD COMMUNITY COLLEGE
DESCHUTES PUBLIC LIBRARY	LINN-BENTON COMMUNITY COLLEGE
City of Ontario	SOUTHWESTERN OREGON COMMUNITY COLLEGE
North Lincoln Fire & Rescue #1	PORTLAND COMMUNITY COLLEGE
CITY OF LINCOLN CITY	CHEMEKETA COMMUNITY COLLEGE
City of Milton-Freewater	ROGUE COMMUNITY COLLEGE
City of Forest Grove	COLUMBIA GORGE COMMUNITY COLLEGE
City Government	TILLAMOOK BAY COMMUNITY COLLEGE
City of Mt. Angel	KLAMATH COMMUNITY COLLEGE DISTRICT
Account Type: County Special District (27 records)	OREGON COMMUNITY COLLEGE ASSOCIATION
Netarts-Oceanside RFPD	Oregon Coast Community College
UIUC	Account Type: State Agency (33 records)
Rogue River Fire District	Oregon Forest Resources Institute
Tillamook County Emergency Communications District	Office of the Ong Term Care Ombudsman
Southern Coos Hospital	Oregon State Lottery
Oregon Cascades West Council of Governments	OREGON TOURISM COMMISSION
MULTONAH COUNTY DRAINAGE DISTRICT #1	
PORT OF BANDON	
OR INT'L PORT OF COOS BAY	
MID-COLUMBIA CENTER FOR LIVING	

STATE NOTICE ADDENDUM

OREGON STATE POLICE
 OFFICE OF THE STATE TREASURER
 OREGON DEPT. OF EDUCATION
 SEIU LOCAL 503, OPEU
 OREGON DEPARTMENT OF FORESTRY
 OREGON STATE DEPT OF CORRECTIONS
 OREGON CHILD DEVELOPMENT
 COALITION
 OFFICE OF MEDICAL ASSISTANCE
 PROGRAMS
 OREGON OFFICE OF ENERGY
 OREGON STATE BOARD OF NURSING
 BOARD OF MEDICAL EXAMINERS
 OREGON LOTTERY
 OREGON BOARD OF ARCHITECTS
 SANTIAM CANYON COMMUNICATION
 CENTER
 OREGON DEPT OF TRANSPORTATION
 OREGON TRAVEL INFORMATION COUNCIL
 OREGON DEPARTMENT OF EDUCATION
 DEPARTMENT OF ADMINISTRATIVE
 SERVICES
 Oregon Tradeswomen
 Oregon Convention Center
 OREGON SCHL BRDS ASSOCIAT
 OREGON DEPARTMENT OF HUMAN
 SERVICES
 CARE OREGON
 Kdrv Channel 12
 Central Oregon Home Health and Hos
 Oregon Health Care Quality Cor
 Opta Oregon Permit Technician
 HOUSING DEVELOPING CORP
 STATE OF OREGON

Account Type: Consolidated City/County (2 records)

City of Carlton
 City of Pendleton Convention Center

Account Type: Federal (6 records)

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

Account Type: Housing Authority (5 records)

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

State: WA (1 record)

Account Type: College and University (1 record)

WALLA WALLA COLLEGE

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS

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

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), County is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), County may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
 - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the County and be disposed of in accordance with County policy. The County, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as County deems necessary, Contractor shall permit County, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or County makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

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COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

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

The remainder of this page is intentionally left blank.

ATTACHMENT A REFERENCES

1. City of Appleton

Eric Lom - City Traffic Engineer
2625 E Glendale Ave
Appleton, WI 54912
920-832-3958
50 years
Signs, Traffic Control Products, Signal Products,
Parking Products



2. City of Kenosha

Bob Potts –Public Works
6415 35th Ave
Kenosha, WI 53140
262-653-4050
45 years
Signs, Traffic Control Products, Signal Products,
Parking Products

3. City of Fond du Lac

Steve Kees- Operations Director
530 Doty St
Fond du Lac, WI 54936
920-322-3542
45 years
Signs, Traffic Control Products, Signal Products

4. City of Janesville

John Whitcomb – Operations Director
Janesville, WI
608-755-3110
45 years
Signs, Traffic Control Products, Signal Products

5. City of Waukesha

Paul Day, P.E. - Civil Engineer
Waukesha, WI
262-524-3585
30 years
Signs, Traffic Control Products, Signal Products

6. University of Tennessee

Wayne Shannon – Public Works Director
2121 Stephensen Dr.
Knoxville, TN 37996
865-974-6031
7 years
Signs, Traffic Control Products

7. City of Whitefish

Jay Barranger – Director
P.O. Box 158
Whitefish, MT 59937
406-863-2460
7 years
Signs, Traffic Control Products

8. Matt Merchlewitz

Sign Coordinator Region 3,
Visitor Services and Outreach
Upper Mississippi River NW&FR - Headquarters
51 East 4th St. Winona, MN 55987
507- 494-6217

9. Mr. Stan Dutko, Jr.

Director of Safety
MCIEAST & MCB, Camp Lejeune
Building 58, Virginia Dare Drive
Camp Lejeune, North Carolina 28542-0005
910-451-2082

10. Hal King

Executive Director
Springfield (MA) Parking Authority, aka ParkSPA
150 Bridge St.
Springfield, MA 01103
413-787-96118
