



U.S. COMMUNITIES®
GOVERNMENT PURCHASING ALLIANCE



COMPETITIVE SOLICITATION
BY THE CITY OF MESQUITE, TX
FOR
ENERGY CONSULTING AND MANAGEMENT SERVICES
ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES
AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES
GOVERNMENT PURCHASING ALLIANCE

RFP #2018-017

REQUEST FOR PROPOSALS (RFP) NO. 2018-017

CLOSING DATE AND TIME: February 2nd, 2018 - 2:00 P.M.

ENERGY CONSULTING AND MANAGEMENT SERVICES

PROPOSALS SHALL BE SUBMITTED ON THIS FORM

The City of Mesquite, Texas invites sealed proposals from all qualified vendors desiring to furnish the City with Energy Consulting and Management Services, complying with the following specifications as listed herein.

A sealed copy of the bid proposal may be submitted by courier or hand delivered to Ryan Williams, Manager of Purchasing, City of Mesquite, 1515 N. Galloway, Mesquite, Texas 75149. Proposals may also be mailed to Ryan Williams, Manager of Purchasing, City of Mesquite, P.O. Box 850137, Mesquite, Texas 75185-0137. Mark envelope in lower left corner "RFP NO. 2018-017; ENERGY CONSULTING AND MANAGEMENT SERVICES," so that the proposals will not be opened until the appointed hour. Proposals may also be submitted by courier, hand delivered **in a sealed envelope or box** to Ryan Williams, Manager of Purchasing, City of Mesquite, 1515 N. Galloway Avenue, Mesquite, Texas 75149. Proposals submitted must be received before proposal closing on Friday, February 2nd, 2018 at 2:00 p.m. Faxed bid proposals will not be accepted.

INTRODUCTION AND OVERVIEW

1. MASTER AGREEMENT

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

2. OBJECTIVES

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

3. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Suppliers are to propose the broadest possible selection of ENERGY CONSULTING AND MANAGEMENT SERVICES they offer. The intent of this solicitation is to provide Participating Public Agencies with services and solutions to meet their various needs. Therefore, the Proposers should have demonstrated experience in providing the Services as defined in this RFP, including but not limited to:

- A. Analyzing, defining, and monitoring all elements of energy exposure and consumption, including (but not limited to) the consumption of electricity, natural gas, and refined products (such as heating oil, gasoline and diesel). Supplier must be capable of providing market research and strategic risk management.
- B. Designing a comprehensive energy management plan, including (but not limited to) energy procurement of electricity, natural gas and other energy commodities (such as renewable energy credits and renewable energy from solar or wind). Proposers should also provide energy data management services and solutions, aggregation strategies and services, tariff rate and tax optimization, and utility bill processing and payment services.
- C. Managing an efficient procurement process where vetted Energy Suppliers compete for the business of Participating Public Agencies, including contract review and negotiation assistance.

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- D. Related Services and Solutions – The complete range of services and solutions available from the Supplier, including (but not limited to) bill verification, dispute resolution, client advocacy and client educational opportunities.

4. U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) helps Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines 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 are available for use by the respective Lead Public Agency and, also, by other Participating Public Agencies.

National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (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 solicitations, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

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

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Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$2.5 Billion Dollars in products and services annually. Each month more than 500 new users register to participate. The continuing rapid growth of public agency participation is fueled by the Program's proven track record of providing unparalleled value to public agencies.

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.

The City of Mesquite, TX 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 in Exhibit 2- U.S. Communities Documents.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, the City of Mesquite 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. The Advisory Board in 2016 purchased more than \$168 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,
- Over 90 State and Regional Sponsors,
- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail,

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email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.

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

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.

The City of Mesquite, TX reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the City of Mesquite, TX and Participating Public Agencies 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) whose response(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.

Format of Proposals

Respondents should provide their response in a single document that includes page numbers so evaluators can easily reference sections of the response. Information should be organized in the same way as the RFP is structured, meaning each question in the RFP should be shown, directly followed by the proposer's response.

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1. CONTRACT OVERVIEW:

- 1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish a cooperative contract or contracts for Energy Consulting and Management Services for the City of Mesquite, TX and for all states, local governments, school districts, and higher education institutions in the United States of America, other governmental agencies, and nonprofit organizations.
- 1.2. The City reserves the right to award the contract in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is the best interest of the City as a result of this solicitation.

2. MINIMUM QUALIFICATIONS:

- 2.1. The following minimum qualifications must be present for a Supplier to be considered for award of a contract under this RFP.
 - 2.1.1. Extensive experience working with public entities in natural gas, electricity, renewable energy, and fuel procurement and energy price risk management.
 - 2.1.2. Key personnel must have more than 10 years' experience working in energy markets.
 - 2.1.3. Education and experience with evaluation of financial viability of energy companies.
 - 2.1.4. Technical expertise in energy management practices.
 - 2.1.5. Verifiable experience with consulting on projects of similar size and scope; projects for other public entities, examples of projects completed on time; client references, with contact information.

3. CONTRACT PERIOD AND RENEWAL:

- 3.1. The term of the contract will be for one (1) year following the contract award date.
- 3.2. City of Mesquite may, at its option, renew the term of this Contract up to a maximum of six (6) years, one (1) year at a time. The Contractor shall be notified in writing by the City's Purchasing Department 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 services must be substantiated and justified and must be approved by the City Purchasing Manager.
- 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 services covered by the contract to customers generally, an equivalent price reduction based on similar services and/or

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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	December 13 th , 2017
Deadline for receipt of questions via email	January 9 th , 2018 by 4:00 pm
Issue Addendum/a (if required)	January 11 th , 2018
Proposal Due Date	February 2 nd , 2018
City Council Approval	April 2018
Contract Start Date	May 1 st , 2018

5. PREPARATION OF PROPOSAL:

- 5.1. Two (2) separate proposals must be submitted – a Technical Proposal and a Cost Proposal. All Proposals must be bound and submitted in the prescribed format. Any Proposal that deviates from this format may be rejected without review at the City's sole discretion.

6. TECHNICAL PROPOSAL INSTRUCTIONS:

- 6.1. 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.

Proposal submission shall consist of two (2) original hardcopies and three (3) electronic (flash drives) copies of the technical proposal.

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.

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

Tab 1 – COVER LETTER: The Proposer will complete the Proposal Cover Sheet. Additionally, Proposer will provide a cover letter describing 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 City's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of 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.

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Tab 3 – PROPOSER PROFILE: The Proposer must provide a profile of its organization and all other companies who will be providing services through a dealer, distribution or subcontractor 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
- Number of years in business
- Total number of employees

Tab 4 – QUALIFICATIONS:

- a. MINIMUM QUALIFICATIONS: The Proposer will demonstrate its ability to meet the minimum requirements outlined in Paragraph 2 of Proposal Information.
- b. The Proposer will provide a QUALIFICATION STATEMENT which briefly describes what makes its company uniquely qualified to provide Energy Consulting and Management Services, including any superior qualities its company possesses that would benefit Participating Public Agencies.
- c. ORGANIZATION AND STAFF EXPERIENCE: The Proposer will describe its qualifications and experience to perform the work described in this RFP. Information about experience should include direct experience for performing Energy Consulting and Management Services within the past 24 months, and the size of those public entities served.

Tab 5 – REFERENCES:

- a. Provide five (5) references in Attachment A of public agencies where services of similar size and scope have been performed in the last twelve (12) months. References must include organization names, addresses, names of contact persons, telephone numbers, email addresses and dollar amount of each project.

Tab 6 – SUPPLIER INFORMATION:

- a. Supplier Qualifications (Ref. pages 15-19): 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 21).
- c. Answers to all questions listed in Supplier Information (Ref. pages 23-29).

Tab 7 – ADDITIONAL REQUIRED FORMS AND SIGNED ADDENDA:

- a. Provide completed Conflict of Interest Questionnaire in Exhibit 1.
- b. Provide completed Non-Exclusion Affidavit for Vendors in Exhibit 1.

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- c. Submit signed Addendum/a (if applicable).

Tab 8 – FINANCIAL STATEMENTS: Proposer must provide audited income statements and balance sheets from two of the most recent reporting periods.

Tab 9 – U.S. COMMUNITIES ADMINISTRATION AGREEMENT, signed unaltered

7. COST PROPOSAL INSTRUCTIONS:

- 7.1. 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 fees.

Proposal submission shall consist of two (2) original hardcopies and three (3) electronic (flash drives) copies of the technical proposal.

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.

Proposer shall describe in detail all services being offered. Proposer shall submit its fee schedule in a manner that allows for clear calculation of price based on one or more criteria. Presentation in a table and/or matrix type of format is desired.

- a. For services involving the procurement of a commodity, proposer shall display its pricing in a format that may be composed of such factors as energy usage (kWh, Dth, gallon, etc.).
- b. For data management and bill auditing services, proposer shall display pricing in a format that may be composed of such factors as number of bills per month and level of service.
- c. For services where there is a revenue sharing component, such as bill auditing, proposer shall display pricing in a format that may be composed of such factors as number of meters, number of bills, size of utility spend, etc.
- d. Consulting services shall be displayed on a cost per hour, either all-inclusive or cost per position (manager, director, vice-president, etc.).
- e. Any other applicable component necessary to achieve pricing as described above is acceptable.
- f. Detail any additional pricing incentives, discounts or rebates that may be available such as for large volume services, bundled services, etc., by Participating Public Agencies.
- g. Detail any additional pricing discounts for the purchase of services for groups of Participating Public Agencies in a local geographic area that desire to combine

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requirements, i.e. local city, county, school district, housing authority, transit authority, etc.

- h. Provide the methodology of how you will substantiate and justify any requests for adjustment in cost of services during the term of the contract.
- i. It is the Proposer's responsibility to provide the City and Participating Public Agencies with an up-to-date price list and any necessary brochures or related materials at no charge for the duration of the contract.

8. CONTACT FOR CONTRACTUAL MATTERS:

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

Ryan Williams, Manager of Purchasing
Purchasing Department
Telephone: 972-216-6392
E-mail: rowillia@cityofmesquite.com

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

9. SUBMISSION OF PROPOSALS:

9.1. Two (2) original (duly marked) hardcopies and three (3) electronic (flash drives) copies of the Technical proposal, and two (2) original (duly marked) and three (3) electronic (flash drives) 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. The Proposer must include a notarized statement that the thumb drive version is a true copy of the printed version. Electronically stamped delivery receipts are available. Facsimile or e-mail submitted proposals will not be accepted.

Purchasing Department
1515 N Galloway Avenue
Mesquite, TX 75149
Telephone: 972-216-6201

Proposers or their authorized representatives are expected to fully inform themselves as to the general terms and conditions, requirements and specification of this Request for Proposal before submitting proposals. Failure to do so will be at the proposers own risk.

9.2. Proposers are reminded that changes to the Request for Proposal, in the form of Addendum/a, are often issued. Any Addendum/a MUST be signed and accompany the proposal. Addendum/a will be available at www.cityofmesquite.com. Additionally, Notice of Addendum/a will be posted at www.bidsync.com. It is the Proposer's responsibility to monitor the web page for the most current Addendum/a.

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- 9.3. It is the Proposer's responsibility to clearly identify and to describe the 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 City's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 9.4. 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 City 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.
- 9.5. The two (2) original hardcopies and set of the three (3) electronic copies of the proposal shall consist of:
 - a. Cover Sheet
 - b. Technical proposal as required in the Proposal Information section, paragraph 6, **TECHNICAL PROPOSAL INSTRUCTIONS**.
 - c. Cost proposal as required in the Proposal Information section, paragraph 7, **COST PROPOSAL INSTRUCTIONS**.
- 9.6. By executing the Proposal Cover Sheet, Proposer acknowledges that it has read this Request for Proposal, understands it, and agrees to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

10. LATE PROPOSALS:

- 10.1. Proposals received in the Purchasing Department after the date and time prescribed shall not be considered for contract award and shall be returned to the Proposer unopened. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other delivery method employed by the Proposer.

11. PERIOD THAT PROPOSALS REMAIN VALID:

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

12. NEGOTIATIONS:

- 12.1. Negotiations may be conducted with responsible proposers who submit proposals determined to be susceptible of being selected for award. **All proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals.** Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

13. CRITERIA FOR EVALUATION:

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

Evaluation Criteria:	Weighting:
Breadth of Services and Solutions Offered	20%
Proven Experience, Financial Stability, Qualifications and References of Proposer	20%
Depth of Response to Supplier Information	30%
Price	30%

- 13.1. **Breadth of Services and Solutions Offered:** Consideration will be given to proposers demonstrating their ability to provide complete and Comprehensive Energy Consulting and Management Services as well as any additional services and solutions offered by the Proposer.
- 13.2. **Proven Experience, Financial Stability, Qualifications and References of Proposer:** Considerations will be given to Proposers demonstrating strong capabilities, experience and reputation in undertakings similar to those described in this RFP, and providing authoritative documentation of their financial soundness and stability. Similar experience will be understood to include development of performance contracts to furnish energy efficiency and cogeneration improvements of public facilities of similar size and scope. References will be evaluated based on information obtained from the references provided.
- 13.3. **Depth of Response to Supplier Information:** Proposals will be evaluated based on depth of information provided about its company, distribution, marketing, services and solutions, administration, staffing plans, environmental initiatives and national capabilities.
- 13.4. **Price:** The maximum number of possible points will be awarded to the lowest cost proposal. All other proposals will be compared to the proposal which is lowest in cost and points will be awarded accordingly.

14. PUBLIC INFORMATION:

- 14.1. The City is a governmental entity subject to the Texas Public Information Act, also known as the Texas Open Records Act, Chapter 552, Government Code (the "Act"). Information submitted to the City in response to this RFP is subject to release by the City pursuant to the Act and deemed to be public ("public information"). If Proposer believes any information submitted herein is confidential, a trade secret and/or proprietary, you must mark it accordingly. Any information not so marked will be considered public information after a contract has been awarded. If the City receives a request under the Act for information which has been marked confidential, it will notify Proposer so that Proposer may protect such information as provided in the Act. The City shall request a decision from the Attorney General regarding information that Proposer asserts is confidential or otherwise excepted from public disclosure. However, the City assumes no responsibility for protecting such information on behalf of Proposer. Proposer is advised to consult with legal counsel concerning disclosure issues resulting from this proposal process and to take precautions to safeguard any trade secrets and other proprietary information.

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Questions

Proposers are asked to examine this RFP upon request. All questions or clarifications shall only be directed in writing via fax or e-mail to Ryan Williams, rowillia@cityofmesquite.com before the designated deadline for written questions. Questions received after the date specified above may not receive response. Any contact or attempt to contact any other employee of the City regarding this RFP may result in the immediate disqualification of the Proposer. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding.

SUPPLIER INFORMATION

SUPPLIER QUALIFICATIONS

SUPPLIERS

Commitments

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

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

(a) **Corporate Commitment.**

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

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

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

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

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

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

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

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

(b) **Pricing Commitment.**

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

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

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

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

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

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

(iv) **Supplier's Options in Responding to a Third Party Procurement Solicitation.** While it is the objective of U.S. Communities to encourage Public Agencies to

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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 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, online marketing 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

SUPPLIER INFORMATION

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

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the 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 on a national, regional or local level and generally assist with the education of sales personnel.

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

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation 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.

SUPPLIER INFORMATION

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

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

SUPPLIER INFORMATION

U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached in Exhibit 2- U.S. Communities Information) and submit with the supplier's proposal without exception or alteration. Failure to do so may result in disqualification.

SUPPLIER INFORMATION

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

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

- A. Will pricing for all Services offered 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 services to any Participating Public Agency in all 50 states?
YES____ *NO____
(*If no, identify the states where you do not have the ability to provide services to Participating Public Agencies.)
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES____ *NO____
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)
- D. Check which applies for your company sales last year in the United States:
____ Sales between \$0 and \$25,000,000
____ Sales between \$25,000,001 and \$50,000,000
____ Sales between \$50,000,001 and \$100,000,000
____ Sales greater than \$100,000,001
- E. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?
YES____ NO____
- F. Does your company maintain records of your Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES____ NO____
- G. Will your company commit to the following implementation schedule?
YES____ NO____
- H. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?
YES____ NO____

Submitted by:


(Printed Name)

(Signature)

(Title)

(Date)

SUPPLIER INFORMATION

 New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call	One Week
Initial Kick Off Call to discuss expectations	
Set Contract Launch Date & Outline Kick Off Plan	
Establish initial contact people & roles/responsibilities	
Supplier Log-In Credentials established	
Set Agency Webinar Dates	
2. Executed Legal Documents	One Week
U.S. Communities Admin Agreement	
Lead Public Agency agreement signed	
3. Program Contact Requirements	One Week
Supplier contacts communicated to U.S. Communities Staff	
Dedicated email	
Dedicated toll free number	
4. Second Conference Call	Two Weeks
Establish Sales Training Webinar Dates	
Complete Supplier Set Up Form	
Complete User Account and User ID Form	
Identify Dates for Senior Management Meeting	
Review Contract Commitments	
5. Marketing Kick Off Call	Two Weeks
Overview of Marketing Requirements	
Establish Timeline for Marketing Deliverables	
Set Weekly Marketing Call	
Discuss Agency Webinar Slides & Set Timeframe for Deliverables	
6. Initial NAM & Staff Training Meetings	Three Weeks
Discuss expectations, roles & responsibilities	
Introduce and review web-based tools	
Review process & expectations of Lead Referral contact with NAM & identified LRC	
7. Senior Management Meeting	Four Weeks
Implementation Process Progress Report	
U.S. Communities & Vendor Organizational Overview	
Supplier Manager to review & further discuss commitments	
8. Review Top Joint Target Opportunities	Five Weeks
Top 10 Local Contracts	
Review top U.S. Communities PPA's	
9. Web Development	
Initiate E-Commerce Conversation	Two Weeks
Product Upload to U.S. Communities site	Five Weeks
10. Sales Training & Roll Out	
Program Manager briefing - Coordinate with NAM	Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM	Three Weeks
Initiate contact with Advisory Board (AB) members	Six Weeks
Determine PM & Local Metro teams strategy sessions	Six Weeks
11. Marketing – see marketing deliverables checklist as reviewed with marketing contact	Eight Weeks
12. Agency Webinars	Post Launch

SUPPLIER INFORMATION

QUESTIONS FOR NATIONAL CONSIDERATION

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

National Commitments

1. Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy and Sales) shown on pages 15-19.

Company Overview

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

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	San Francisco	CA
10	Atlanta	GA
12	Boise	ID
6	Lexington	KY
5	New Orleans	LA
3	Philadelphia	PA
	Etc.	Etc.
Total: 366		

2. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.
3. Explain how your company will educate its sales force about the Master Agreement.
4. Provide the company annual sales for 2014, 2015 and 2016 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER INFORMATION

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2014, 2015, AND 2016			
Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<i>Total Supplier Sales</i>			

5. For the **proposed products and services included in the scope of your response**, provide annual sales for 2014, 2015 and 2016 in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2014, 2015, AND 2016			
Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<i>Total Supplier Sales</i>			

6. Provide a list of your company’s ten largest public agency customers, including contact information.
7. Please list any existing regional and/or national cooperative purchasing programs. Provide the entity’s name(s), contract scope, contract term (including contract options) and annual volume by year for each of the last three years.
8. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
9. Does your company have any contractual, business or personal relationship with any Retail Energy Providers that present a conflict of interest in you representing the best interests of Participating Public Agencies? If yes, please explain.
10. Provide a list, with contact information, of any contracts lost within the last year due to performance issues.

SUPPLIER INFORMATION

Account Management

1. Describe your company's normal account set up procedure from point of customer contact through delivery and billing.
2. Do you allow the use of a procurement card for payments? If so, please indicate the accepted banking (credit card) affiliations.
3. Describe how your company proposes to provide your proposed services nationwide.
4. Describe your ability to provide customized management reports for each Participating Public Agency.
5. Describe the capacity of your company to provide all reporting as mandated by state or federal governments.
6. Describe the capacity of your company to provide management reports for each Participating Public Agency.
7. Provide the number and location of offices available to service Participating Public Agencies.
8. Describe your company's relationship with energy providers.
9. Describe any work that is subcontracted by your company. Please include the name and location of subcontractors.
10. If applicable, describe your company's ability to do business with organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Marketing and Sales

1. Provide a detailed outline of your company's sales and marketing plan for marketing your offering to eligible agencies nationwide.
2. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?
3. Please describe your sales goals if awarded the Master Agreement, including targeted dollar volume by year:

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

SUPPLIER INFORMATION

National Staffing Plan

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined on page 22, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.
2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

<u>Role</u>	<u>Description of Role</u>	<u>Person Responsible and Title</u>	<u>Time Commitment (%)</u>
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.		
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.		
Lead Referral Manager	Responsible for distributing leads generated through the USC website.		
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.		
IT Lead	Responsible for building USC landing page for supplier.		
Reporting Lead	Responsible for providing monthly reports to USC.		

3. Provide an organizational chart of your company.
4. Submit a bio for each of the below personnel:
 - a. The person your company proposes to serve as the National Accounts Manager;
 - b. Each person that will have primary responsibility for U.S. Communities account management; and
 - c. Key executive personnel that will be supporting the program.

SUPPLIER INFORMATION

Local Staffing Plan

1. For the City of Mesquite, full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work for this contract should be identified. Information is required that will show the composition of the task or work group, specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this contract. The technical areas, character and extent of participation by any subcontractor or consultant activity must be identified. Resumes of staff and proposed consultants are required that will indicate education, background, and recent relevant experience in providing Energy Consulting and Management Services. Current contact information is to be included.

Products, Services and Solutions

1. Provide a description of how your offering meets the requirements set forth on page 3 of the RFP. The primary objective is for each Supplier to provide its complete offering so that Participating Public Agencies may purchase a range of services as appropriate for their needs.
2. Provide a description of your company's Energy Consulting and Management Services.
 - a. Describe how your company evaluates current market conditions and identifies best energy procurement strategies to allow Participating Public Agencies to optimize the procurement of energy resources.
 - b. Describe how your company can assist Participating Public Agencies with the development of a plan for procurement and delivery of natural gas, oil, electricity and renewable energy to their facilities. Provide an example of a plan that considers opportunities for public agencies resulting from current developments in energy markets. This plan should analyze the use of various energy pricing products and should recommend strategies for use when procuring natural gas, oil, electricity and renewable energy. The goal of the plan should be to achieve best pricing and reliability.
 - c. Describe how your company can assist with the development of one or more procurement solicitation(s) for the supply of energy sources to public agency facilities.
 - d. Describe how your company can assist with the evaluation of responses to the procurement solicitation(s) with particular emphasis on evaluation of the financial viability and reliability of potential energy suppliers.
 - e. Describe how your company can assist with contract negotiations and development.
 - f. Describe how your company can assist with market monitoring and price management services.
 - g. Describe how your company can assist with analyzing retail providers' utility rates and programs.
 - h. Describe how your company can assist with developing a plan for account management and auditing of energy bills.
 - i. Describe how your company can assist with researching alternative energy options.

SUPPLIER INFORMATION

- j. Describe how your company can evaluate and suggest alternatives in terms of price and delivery options.
 - k. Describe how your company can measure and evaluate energy market risks and opportunities to provide recommendations to minimize risk and lower cost in the procurement of natural gas, electricity and other energy sources.
 - l. Describe how your company can assist with invoice processing to verify the accuracy of supplier and utility invoices, ensuring transparent and accurate billing. How do you help resolve billing disputes?
 - m. Describe how your company analyzes the energy costs for potential new infrastructure facilities, such as natural gas pipelines, compressor stations, storage facilities, on-site fuel systems, substations and on-site generation. Describe how you negotiate with utilities, pipelines and suppliers to arrive at the best pricing and reliability possible.
 - n. Describe what assistance you will require from Participating Public Agencies for Energy Consulting and Management Services.
3. Describe any additional Energy Consulting and Management Services offered by your company.
 4. Describe any related services and solutions offered by your company.
 5. Describe the capacity of your company to broaden the scope of the contract and keep the contract offerings current, ensuring the latest emerging technologies and trends for Energy Consulting and Management Services are included.
 6. Describe the methodology your company uses to provide evidence of compliance and effectiveness.

Customer Service

1. Describe your problem escalation process.
2. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?
3. Describe any anticipated issues in servicing Participating Public Agencies and how you plan to manage these issues.

Environmental

1. Provide a brief description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.
2. Describe any other services your company can offer to assist with sustainability.

Financial Statements

SUPPLIER INFORMATION

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

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 CLAUSES AND CONDITIONS

GENERAL CLAUSES AND CONDITIONS

1. If you have questions regarding the preparation of your proposal you may contact: purchasing@cityofmesquite.com.
2. Vendors who do not respond to this particular proposal, but who want to remain on our mailing list for future opportunities shall indicate "NO PROPOSAL" on the face of this page by putting the date and signed by the authorized representative of your company and return this page to the Purchasing office. Your assistance in this matter is greatly appreciated.
3. **Protection of Resident Workers:** The City of Mesquite actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
4. **Laws and Ordinances:** The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work, and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.
5. Proposals must be **received as explained in Section 9.5**, on this form, prior to the closing date and time to be considered. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFP. The City of Mesquite will not be responsible for mail delivered from the post office. Proposals received after the published time and date cannot be considered and will be returned unopened.
6. Proposals will be received and publicly acknowledged at the location, date and time stated above. Only the name of the proposers responding to this request for proposal shall be released at the proposal opening. Other information submitted by the proposer shall not be released by the City during the proposal evaluation process or prior to contract award. At no time will confidential information, as noted by the proposer, be released.
7. Proposer shall attach official documentation from the State of Texas or other qualified certification agency of M/WBE status of your company with bid/proposal. This data is for informational purposes only and will not affect the bid proposal award.
8. A completed W-9 form will be required within five business days by the apparent low proposer once notification has been received.

GENERAL CLAUSES AND CONDITIONS

9. In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
10. The attached Non-Exclusion Affidavit for General Contractors must be signed, notarized and submitted with bid proposal.
11. A representative of the proposing entity who is authorized to enter into contract on behalf of the proposing entity must manually sign proposals in ink. The person signing the proposal must indicate his/her title along with signature. Proposals received without proper signature will not be considered.
12. The prices quoted in this bid proposal shall be F.O.B. Mesquite and cover costs for packaging, delivery, and handling, REGARDLESS OF THE SIZE OF ORDER, to the City of Mesquite Warehouse, 1101 E. Main Street, Mesquite, Texas 75149.
13. Any ambiguity in the bid proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and all conditions shall be construed in favor of the City.
14. The City of Mesquite reserves the right to reject any and all proposals, waive formalities and to make award of bid proposal as may be deemed to the best advantage of the City. No proposal may be withdrawn within forty-five (45) days after date of opening.
15. This Contract may be terminated at any time with thirty-(30) days written notice by either the City of Mesquite or successful proposer.
16. The City is not liable for any cost incurred by Proposers in replying to this RFP. This includes costs to determine the nature of the proposal, submitting, negotiating, presentations or any other costs a vendor would incur in responding to the RFP.
17. Proposers shall complete all information requested and blanks provided shall be filled in on the provided forms. Failure to completely describe the merchandise being proposed may result in rejection of your bid proposal.
18. The City is exempt from all sales and excise taxes.
19. The City of Mesquite reserves the right to evaluate variations from these specifications. If exceptions are made, proposer shall state wherein the merchandise fails to meet these specifications. Failure to completely describe the merchandise being proposed may result in rejection of your proposal.
20. It shall be understood all proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charges and proposal or referencing information submitted in response to this RFP shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information

GENERAL CLAUSES AND CONDITIONS

contained in any response, but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure.

21. All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated in the RFP. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the Texas Open Records Law and other applicable state statutes.
22. Quantities are estimated and based on projected usage. It is specifically understood and agreed that these quantities are approximate and any increased quantities will be paid at the regular quoted price. The contractor shall not have any claim against the City of Mesquite for any quantities ordered that are less than the estimated bid proposal amount.
23. It is the vendor's responsibility to check for any addendums that might have been issued before the proposal closing date and time.
24. The proposal evaluation process will occur after the closing date. The City's evaluation and clarification process will commence. An evaluation team will review the proposals. Financial terms will not be the sole determining factor in this award. Other criteria described in this RFP will be considered, as well as any other factors the evaluation team determines may affect the suitability of the proposal for the City's requirements. A Proposer's submission of a proposal constitutes their acceptance of the evaluation technique.
25. Price quoted shall prevail for the entire term of the contract; one (1) year starting after proposal is awarded by City Council to the successful proposer. A renewal option is included as a part of this proposal for an additional six (6) one-year periods, renewable on anniversary of the original date, provided proposer can maintain proposal prices and both parties are in mutual agreement.
26. The insurance requirements are included in the proposal document. Proposers agree to provide and to maintain the required types of insurance for the term of the contract. An original certificate of insurance will be required within 10 business days by the apparent low proposer once notification has been received.

SPECIAL PROVISIONS

SPECIAL PROVISIONS

1. Price escalation: The City of Mesquite favors fixed pricing. However, due to market conditions, which may result in an increase in the costs of materials awarded by this contract during the contract term, the City may consider, at its option, a request by the successful Proposer for a price escalation equivalent to the percentage increase of materials. Price escalation will be made under the following conditions: 1) no request for a price escalation will be considered for the first year of the contract period; 2) Contractor will be required to provide written confirmation from his supplier indicating the exact percentage of increase as well as the effective date of the escalation; 3) The City reserves the right to accept or reject the price increase; and 4) If the price increase is rejected, the Contractor shall provide the materials at the contracted price or may cancel the contract for the remaining term.
2. The successful proposer's rights and duties awarded by the contract may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigned of liability in the event of default by the assignee.
3. Any deviations from specifications and alternate proposals must be clearly shown with complete information provided by the proposer. They may or may not be considered by the City.
4. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.
5. The City shall have the right to modify this order subject to an adjustment in the price in accordance with the applicable provisions of the purchase order, if any, or pursuant to mutual agreements. No agreement or understanding to modify this order shall be binding on the City unless it is in writing and signed by an authorized representative of the City.
6. The City reserves the right to require additional technical and pricing information and negotiate all elements which comprise the Vendor's proposal to ensure that the best possible consideration be afforded to all concerned. The City reserves the right to accept all or part of any proposal, to reject any or all proposals and to re-solicit for proposals.
7. All questions must be submitted via fax or email by Tuesday, January 9th, 2018 to rowillia@cityofmesquite.com.
8. Proposers shall submit a total of five (5) references.
9. Proposers shall fill out the following required documents, as noted in the bid proposal. If the following forms are not included, the bid proposal may be considered non-responsive.

SPECIAL PROVISIONS

Check List:

- Conflict of Interest Questionnaire
- Non-Exclusion Affidavit for General Contractors
- Prohibition On Contracts With Companies Boycotting Israel - House Bill 89 Form
- References

TERMINATION FOR DEFAULT

The City of Mesquite reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. City of Mesquite reserves the right to terminate the **contract** immediately in the event the successful proposer fails to:

- ◆ meet delivery or completion schedules
- ◆ otherwise perform in accordance with the accepted proposal

Breach of contract or default authorizes the City to award to another proposer, purchase elsewhere, and charge the full increase in cost to the defaulting proposer.

NON-PERFORMANCE CONDITION

If the product or training is not in conformance with the specifications and requirements of the City, the vendor shall redo and complete any work necessary, bring the product or training into compliance at the vendor's expense.

EXHIBIT 1- CITY OF MESQUITE DOCUMENTS

CONTRACTING WITH THE CITY OF MESQUITE

Updated: January 8, 2016

**Conflict of Interest Questionnaire
And Disclosure of Interested Parties (Form 1295)**

YOU WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:

Chapter 176 of the Texas Local Government Code is an ethics law that was initially enacted by the Texas Legislature with HB 914 in 2005 that requires disclosure of employment and business relationships local government officers may have with contractors, consultants and vendors who conduct business with local government entities. The law applies to any written contract for the sale or purchase of real property, goods or services. Further information regarding Texas Conflict of Interest laws and the *Conflict of Interest Questionnaire* (FORM CIQ) can be found at the Texas Ethics Commission web site at the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

PLEASE COMPLETE THE ATTACHED FORM CIQ AND SUBMIT WITH YOUR RESPONSE.

Section 2252.908 of the Texas Government Code was enacted in 2015, by the Texas Legislature pursuant to HB 1295, which provides that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (FORM 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further information regarding the disclosure of interested parties law and FORM 1295 can be found at the Texas Ethics Commission web site at the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PLEASE DO NOT COMPLETE FORM 1295 UNTIL YOU HAVE BEEN NOTIFIED OF CONTRACT AWARD AND REQUESTED TO ELECTRONICALLY FILE FORM 1295 WITH THE TEXAS ETHICS COMMISSION.

EXHIBIT 1- CITY OF MESQUITE DOCUMENTS

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

EXHIBIT 1- CITY OF MESQUITE DOCUMENTS

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Standards of Conduct

EXHIBIT 1- CITY OF MESQUITE DOCUMENTS

The City of Mesquite conducts business with the public, business partners, vendors and contractors under a set of rules to ensure that all City officials and employees discharge their duties in a manner designed to promote public trust and confidence in our city. This code of ethics, titled Standards of Conduct, is taken from the Mesquite City Code, Chapter 2, Art. IV, Sec 2-123.

The City wants you to be aware of the rules that its employees are required to follow while performing their services to you. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by outlining these rules for you, your experience in dealing with the City of Mesquite will be both rewarding and satisfactory.

Acceptance of Gifts or Gratuities

Accepting gifts or gratuities by employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Please do not offer employees any gift, loans or any other thing of value.
- Employees may not receive any fee or compensation for their services from any source other than the City, so please don't offer.
- Please do not offer to buy meals for employees.
- Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors for exceptional service by employees are always welcome.

Conflicts of Interest

Employees are prohibited from engaging in any outside activities that conflict with, or have the appearance of conflicting with, the duties assigned to them in the employment of the City.

- Please do not ask employees for any special favor or consideration that is not available to every other citizen.
- Please do not ask an employee to disclose any information that is not available to every other citizen through normal public information channels.
- Please do not offer to compensate the employee by offering to hire, or do business with any business entity of the employee or family member
- Do not ask employees to represent you or your company or make any recommendations on your behalf other than those that are a part of their official duties with the City.
- Please do not ask employees to endorse the products or services of your company.
- Please do not ask employees to hand out or post advertising materials.

Solicitation by City Employees

Employees may not solicit gifts, loans, or any other items of value from people doing City business that will be used by them personally.

- If you are asked to pay a fee for services that you believe is improper or illegal, please contact the City's ethic's officer at **972-329-8723**. (payments should only be made to designated cashiers or clerks)
- Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the City.

EXHIBIT 1- CITY OF MESQUITE DOCUMENTS

Use of City Equipment, Facilities and Resources

Use of City equipment, facilities and resources is authorized only for City purposes and for those activities permitted by City ordinance and policy.

- Please do not ask employees to use City equipment to run errands or perform tasks for your benefit.
- Employees may not perform tasks, nor conduct any business not related to their official duties while on City time.

Your Rights and Expectations

When dealing with employees of the City of Mesquite you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Mesquite and our goal is to serve them to the best of our ability.

Should you have any concerns or questions concerning this information or the conduct of any of our employees please contact the City's ethics officer at 972-329-8723. All calls to the City's ethics officer are confidential and your name (or any other identifying information) will not be disclosed.

Cliff Keheley
City Manager

EXHIBIT 1- CITY OF MESQUITE DOCUMENTS

**INSURANCE VERIFICATION PROGRAM
LETTER OF AUTHORITY**

TO: All Awarded Vendors

RE: Insurance Verification

Dear Vendor:

The City of Mesquite has provided Insurance Certificate Administrators (ICA) authority to monitor certificates of insurance, endorsements and other policy information from our vendors and contractors. ICA will request, receive, evaluate and order corrections from such companies.

ICA will provide the City of Mesquite with verification that any insurance document your agent or insurer certifies conforms to the contract requirements.

It is necessary that you have your agent or insurer promptly cooperate with ICA by having them provide the information ICA requests.

All correspondence regarding certificates of insurance and insurance policy information for the City of Mesquite should be sent to the following address. There is no need to provide copies to the City of Mesquite.

City of Mesquite
c/o ICA
input@icaprogram.com
P.O. Box 2566
Fort Worth, TX 76113-2566
Phone: 817-332-5313

Please forward the enclosed instructions to your agent/broker. Thank you for your cooperation.

EXHIBIT 1- CITY OF MESQUITE DOCUMENTS

INSURANCE

A. AMOUNTS OF INSURANCE

Contractor agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract.

<u>Type</u>	<u>Amount</u>
1. <u>Worker’s Compensation</u> and <u>Employer’s Liability</u>	<u>Statutory Limits</u> \$100,000 per occurrence
2. <u>Commercial (Public Liability)</u> <u>including but not limited to:</u>	<u>Bodily Injury:</u> \$500,000 per person \$1,000,000 per occurrence and
A. Premises/Operations	
B. Independent Contractors	
C. Personal Injury	<u>Property Damage:</u>
D. Products/Complete Operations	\$500,000 per
occurrence	
E. Contractual Liability (insuring above indemnity provisions)	with <u>general aggregate</u> of \$1,000,000
3. <u>Business (Commercial)</u> Limit/	Combined Single
<u>Automobile Policy:</u>	\$500,000

The preceding amounts notwithstanding, the City reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein. The Contractor may pass through to the City all costs for obtaining the increase in the insurance coverage.

B. OTHER INSURANCE REQUIREMENTS

The Contractor understands that it is its sole responsibility to provide the required Certificate and that failure to comply within 10 business days after notice of award and according to the requirements of this article shall be a cause for termination of this Contract.

For any pesticide spraying performed, the City of Mesquite will require the successful bidder to carry Pollution Liability Insurance and Environmental Impairment Liability Insurance.

Insurance required herein shall be issued by a company or companies of sound and

EXHIBIT 1- CITY OF MESQUITE DOCUMENTS

adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City, as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

The Contractor further agrees that with respect to the above required insurances, the City shall:

1. Be named as additional insured/or an insured, on all required insurance except workers' compensation. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for additional insured, checking those specific boxes is acceptable in meeting this requirement as well.
2. Be provided with a waiver of subrogation, in favor of the City on all required insurance. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for waiver of subrogation, checking those specific boxes is acceptable in meeting this requirement as well.
3. Be provided with an unconditional 30 days' advance written notice of cancellation or material change.
4. Prior to execution of this Agreement, proof of insurance shall be provided through the office of the City Secretary with either their original Certificate of Insurance or their insurance policy evidencing the above requirements. Thereafter, new certificates or copies of the policies shall be furnished prior to the expiration date of any prior certificate.

C. ADDITIONAL WORKER'S COMPENSATION INSURANCE REQUIREMENTS

1. Definitions:
Certificate of coverage ("certificate") A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement showing statutory Worker's Compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractors'/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project (subcontractor" in 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has

EXHIBIT 1- CITY OF MESQUITE DOCUMENTS

employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements. Which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
5. The contract shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage for all persons providing services on the project; and
 - (b) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

EXHIBIT 1- CITY OF MESQUITE DOCUMENTS

Non-Exclusion Affidavit for General Contractors

Federal, state, and local government agencies, not-profits, and other organizations that use federal money to fund all or part of any program or project are required to follow specific requirements regarding the use of such federal funds. One of these requirements is that no contract, subcontract, grant, financial assistance, or other forms of assistance provided using federal funds may be awarded to individuals or entities that have been suspended, debarred, or otherwise excluded from participation in federally funded programs.

The U.S. federal government maintains a Web site known as the "System for Award Management" (SAM) at www.sam.gov. One of the purposes of the SAM Web site is to provide a comprehensive list of all individuals, firms, and other entities that have been suspended, debarred, or otherwise excluded from participation in federally funded contracts, subcontracts, grants, etc. SAM provides a simple means of helping government, non-profit agencies, and other organizations ensure that they do not award federally-funded grants, contracts, subcontracts, or other financial or non-financial benefits to any individual, firm, or other entity that has been excluded by any agency from participation in such federally funded activities.

I, _____ (Contractor Representative), hereby certify that neither I nor _____ (Name of the company or organization I represent) nor any subcontractors that I or said company may employ to work on any federally funded activity have been suspended, debarred, or otherwise excluded by any federal agency from participation in any federally funded activity. I further acknowledge my understanding that, before entering into a contract with me or with the company or organization I represent, City of Mesquite staff will perform a search on www.sam.gov to verify whether I, the organization I represent, or any subcontractors I may employ to work on any federally funded activity, have been excluded from participation in any federally funded activity.

Signature of Contractor Representative

Date

Sworn to and subscribed before me this _____ day of _____, 20_____

Notary Public in and for _____ County, _____ (Insert State Name)

EXHIBIT 1- CITY OF MESQUITE DOCUMENTS

**PROHIBITION ON CONTRACTS WITH
COMPANIES BOYCOTTING ISRAEL**

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

“Boycott Israel” is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. “Company” is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

I, _____, the _____ of
(Name of Certifying Official) (Title or Position of
Certifying Official)

of _____, does hereby verify on behalf of said
(Name of Company)

company to the City of Mesquite that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

Signature of Certifying Official

Title

Date of Certification

EXHIBIT 1- CITY OF MESQUITE DOCUMENTS

PROPOSAL COVER SHEET

ENERGY CONSULTING AND MANAGEMENT SERVICES RFP #2018-017

and with full knowledge for the requirements, do hereby agree to furnish the coverage in full accordance with the specifications and requirements.

I certify that _____ and its response complies with these

(Name of Organization)

specifications.

Signature

Type/Print Name

Title

Date

EXHIBIT 1- CITY OF MESQUITE DOCUMENTS

SAMPLE CITY CONTRACT FOR CONSULTING SERVICES

CONSULTING SERVICES CONTRACT WITH _____

THIS CONTRACT is made and entered into by and between the CITY OF MESQUITE, a Texas municipal corporation, of Dallas County, Texas, (hereinafter called "City") and _____, a _____, with an address of _____ (hereinafter called "Consultant").

1. **PURPOSE**

The purpose of this Contract is to state the terms and conditions under which Consultant shall _____.

2. **DESCRIPTION OF SERVICES**

Consultant's services hereunder shall include, but shall not be limited to, the following:

A. Consultant shall perform all the services as set forth in Consultant's Proposal of _____, attached as Exhibit A, which Exhibit is made a part of this Contract for all purposes; provided, however, should there be any conflict between the terms of the Proposal, and the terms of this Contract, the terms of this Contract shall be final and binding.

B. Consultant shall work closely with City's Director of _____, or the Director's designee (hereinafter referred to as "Director"), and other appropriate City officials as directed and shall perform any and all related tasks required by the Deputy in order to fulfill the purposes of this Contract.

C. Consultant shall deliver to the Director all reports and related documents, information, or other data which are required to be produced and given to City in performing services under this Contract (hereinafter called "deliverables") in the format required by the Director.

3. **PERFORMANCE OF SERVICES**

Consultant and its employees or associates shall perform all the services under this Contract. Consultant represents that all its employees or associates who perform services under this Contract shall be fully qualified and competent to perform the services described in Section 2.

4. **TERM**

The term of this Contract shall begin on _____, and end on _____. Consultant understands and agrees that time is of the essence. All deliverables are to be completed and delivered to City by the termination date, or by the milestone or completion date or dates

EXHIBIT 1- CITY OF MESQUITE DOCUMENTS

provided in a performance schedule agreed upon between Consultant and the Director, unless an extension of time, based upon good reasons presented by Consultant, is approved by the Director.

5. PAYMENT FOR SERVICES

In consideration of the services to be performed by Consultant under the terms of this Contract, City shall pay Consultant for Basic services actually performed a fee not to exceed \$_____, plus an additional not-to-exceed amount of \$_____ for reimbursable expenses (billed at actual cost), for a total Contract amount of \$_____, as provided in Consultant's Proposal. If other conditions necessitate Additional services or a change in services as provided in Section 6, any increase in compensation must be authorized and funded in advance by supplemental agreement duly signed by the City Manager, attested to by the City Secretary, and approved as to form by the City Attorney. Consultant's charges for its services are not to exceed similar charges of Consultant for comparable services to other customers. Payments to Consultant shall be in the amount shown by the itemized billings and other documentation submitted and shall be subject to the Director's approval. All services shall be performed to the satisfaction of the Director, and City shall not be liable for any payment under this Contract for services which are unsatisfactory and which have not been approved by the Director. The final payment due under this Contract will not be paid until the required deliverables have been received in the required format and approved by the Director. City may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to City from Consultant, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to City has been reduced to judgment by a court.

6. CHANGE IN SERVICES

City, acting through its Director, may request from time to time changes in the scope or focus of the activities conducted or to be conducted by Consultant pursuant to this Contract. Any change in the scope or focus which varies significantly from the scope of services set out in Section 2 and would entail a significant increase in cost or expense to Consultant shall be mutually agreed upon by Consultant and the Director. Changes in the scope which in the opinion of Consultant and the Director would justify an increase in compensation requiring additional funding by City must first be authorized as described in Section 5.

7. CONFIDENTIAL WORK

No deliverables or other information (including information given by City to Consultant to assist Consultant's performance under this Contract) developed by, given to, prepared by or assembled by Consultant under this Contract shall be disclosed or made available to any third party individual or organization by Consultant without the express prior written approval of the Director.

EXHIBIT 1- CITY OF MESQUITE DOCUMENTS

8. OWNERSHIP OF DOCUMENTS

Upon acceptance or approval by City, all deliverables prepared or assembled by Consultant under this Contract, and any other related documents or items shall become the sole property of City and shall be delivered to City, without restriction on future use. Consultant may make copies of any and all deliverables and related documents or items for its files. By execution of this Contract and in consideration of the fee for services to be paid under the Contract, Consultant hereby conveys, transfers and assigns to City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the project designs and other project data developed under this Contract.

9. CONSULTANT'S LIABILITY

Approval of City shall not constitute or be deemed a release of the responsibility and liability of Consultant, its employees, agents, associates, or subconsultants for the accuracy and competency of the deliverables prepared by Consultant, its employees, agents, associates, or subconsultants, as required under this Contract. In addition, approval of City shall not be deemed to be the assumption of any responsibility by City for any defect, error, or omission in the deliverables prepared by Consultant, its employees, agents, associates, or subconsultants.

10. COMPLIANCE WITH LAWS AND REGULATIONS

This Contract is entered into subject to and controlled by the Charter and ordinances of the City of Mesquite, as amended, and all applicable laws, rules, and regulations of the State of Texas and the Government of the United States of America. Consultant shall, during the course of performance of this Contract, comply with all applicable City codes and ordinances, as amended and all applicable State and Federal laws, rules and regulations, as amended. In particular, Consultant is put on notice that City will require the Consultant to comply with Chapter 176 of the Texas Local Government Code by completing the attached Conflict of Interest questionnaire (FORM CIQ) and returning the completed FORM CIQ to the CITY. Additionally, Consultant must comply with Section 2252.908 of the Texas Government Code, which was enacted in 2015 by the Texas Legislature pursuant to HB 1295, providing that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (FORM 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further, information regarding the disclosure of interested parties law and instructions on filing FORM 1295 can be found at the Texas Ethics Commission website at the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Failure to comply with any applicable laws, including Chapter 176, may result in: (1) the forfeiture by Consultant of all benefits of this Contract; (2) the retainage by City of all services performed by Consultant; and (3) the recovery by City of all consideration, or the value of all consideration, paid to Consultant pursuant to this Contract.

11. INDEPENDENT CONSULTANT

EXHIBIT 1- CITY OF MESQUITE DOCUMENTS

Consultant's status shall be that of an independent Consultant and not an agent, servant, employee, or representative of City in the performance of the services under this Contract. Consultant shall exercise independent judgment in performing services under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Contract or act of Consultant in the performance of this Contract shall be construed as making Consultant the agent, servant or employee of City, or making Consultant or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which City provides its employees.

12. INDEMNITY

Consultant agrees to defend, indemnify and hold City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Consultant's breach of any of the terms or provisions of this Contract, or by any negligent or strictly liable act or omission of Consultant, its officers, agents, employees or subconsultants, in the performance of this Contract. The provisions of this paragraph are solely for the benefit of the parties to this Contract and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

13. INSURANCE REQUIREMENTS

A. Consultant shall procure, pay for, and maintain during the term of this Contract, with a company authorized to do business in the State of Texas and otherwise acceptable to City, the minimum insurance coverage contained in the Request for Proposals.

B. Approval, disapproval or failure to act by City regarding any insurance supplied by Consultant or its subconsultants shall not relieve Consultant of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. The bankruptcy or insolvency of Consultant's insurer or any denial of liability by Consultant's insurer shall not exonerate Consultant from the liability or responsibility of Consultant set forth in this Contract.

14. GIFT TO PUBLIC SERVANT

City may terminate this Contract immediately if Consultant has offered, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

EXHIBIT 1- CITY OF MESQUITE DOCUMENTS

Notwithstanding any other legal remedies, City may require Consultant to remove any employee of Consultant from the Project who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

15. ASSIGNMENT

This Contract provides for unique consulting services. Consultant, therefore, shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of City's Director.

16. TERMINATION

City's Director may, at its option and without prejudice to any other remedy City may be entitled to at law, in equity or elsewhere under this Contract, terminate further work under this Contract in whole or in part for cause or for the convenience of City by giving at least ten (10) days advance written notice of termination to Consultant, with the understanding that all performance being terminated shall cease as of a date to be specified in the notice. City also has the right to request that Consultant assign and transfer to City all of Consultant's rights and obligations under existing subcontracts it has to perform Contract work in the event of termination under this Section. City shall compensate Consultant in accordance with the terms of this Contract for Contract work properly performed prior to the date of termination specified in the notice, following inspection and acceptance of same by City's Director. Consultant shall not, however, be entitled to lost or anticipated profits should City choose to exercise its option to terminate.

17. NOTICES

Except as otherwise provided in Section 18, any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If intended for City, to:

1515 North Galloway Avenue
Mesquite, Texas 75149

EXHIBIT 1- CITY OF MESQUITE DOCUMENTS

If intended for Consultant, to:

18. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A. Consultant shall not discriminate against any employee or applicant for employment because of race, age, color, ancestry, national origin, place of birth, religion, sex, military or veteran status, genetic characteristics, or disability unrelated to job performance. Consultant shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. Consultant agrees to post in conspicuous places a notice, available to employees and applicants, setting forth the provisions of this non-discrimination clause.

B. If Consultant fails to comply with the equal employment opportunity/nondiscrimination provisions of this Contract, it is agreed that City at its option may do either or both of the following:

(1) Cancel, terminate or suspend this Contract in whole or in part.

(2) Declare Consultant ineligible for further City contracts until it is determined to be in compliance.

19. RIGHT OF REVIEW AND AUDIT

City may review any and all of the services performed by Consultant under this Contract. City is granted the right to audit, at City’s election, all of Consultant’s records and billings relating to the performance of this Contract. Consultant agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to City’s rights as may be disclosed by an audit under this section.

20. VENUE

The obligations of the parties to this Contract shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Dallas County, Texas.

21. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

EXHIBIT 1- CITY OF MESQUITE DOCUMENTS

22. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

23. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

24. CAPTIONS

The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

25. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties and their respective administrators, successors and, except as otherwise provided in this Contract, their assigns.

26. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS

This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

EXECUTED this the ____ day of _____, 2017, by City, signing by and through its City Manager, duly authorized to execute same by the City Council, and by Consultant.

**CITY OF MESQUITE
(CITY)**

(CONSULTANT)

By: _____
Cliff Keheley, City Manager

By: _____
(Name and Title)

EXHIBIT 1- CITY OF MESQUITE DOCUMENTS

ATTEST:

Acknowledgment

By: _____
Sonja Land, City Secretary

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

State of Texas, County of _____: Before me the undersigned authority on this day personally appeared _____, known to be the person whose name is subscribed to the foregoing document and known to me to be the _____ of _____, and acknowledged to me that he/she executed said document with full authority to do so and for the purposes and consideration expressed therein. Given under my hand and seal of office the _____ day of _____, 2017.

Notary Public in and for the State of Texas

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

ADMINISTRATION AGREEMENT

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

RECITALS

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

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

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

WHEREAS, U.S. Communities serves in an administrative capacity 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 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.

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

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

1.3 Supplier shall perform all duties, responsibilities and obligations required under 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 ordinance, 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 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 the Lead Public Agency, 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.

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

(a) **Marketing.** U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the “Founding Co-Sponsors”) and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier’s marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

(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, with scheduling assistance from Supplier, conduct training sessions and 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

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

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

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

(b) **Pricing Commitment.**

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

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

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

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

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

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

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

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

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

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

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

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

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

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

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

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

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

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the 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 on a national, regional or local level and generally assist with the education of sales personnel.

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

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

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

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

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

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

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

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

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

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

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

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V

FEES & REPORTING

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

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. 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. 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.

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

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of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

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

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) U.S. Communities Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.6 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 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.

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

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

6.3 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
9711 Washingtonian Blvd. Suite 100
Gaithersburg, MD 20878-7381
Attn: Program Manager Administration

Supplier: _____

Attn: U.S. Communities Program Manager

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

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

6.6 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.

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

6.8 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

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.9 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]

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

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: Kevin Juhring

Title: President

Supplier:

By _____

Name: _____

Title: _____

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

EXHIBIT A

MASTER AGREEMENT

(To Be Attached)

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

EXHIBIT 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	178	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1525.50
956000222	178	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2015	3	1	1603.64
956000735	178	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1625.05
956000735	178	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	45090.79
066002010	178	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St	GROTON	CT	06340	20	2015	3	1	318.00
066001854	178	328NA0001051	GROTON CITY OF	Administration	123 A St	GROTON	CT	06340	20	2015	3	1	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.	Yes	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

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

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

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

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

AgencyName	State		
		Honolulu Fire Department	HI
Malama Honua Public Charter School	HI	COUNTY OF MAUI	HI
ST JOHN THE BAPTIST	HI	DEPARTMENT OF EDUCATION	HI
Waimanalo Elementary and Intermediate School	HI	Lanai Community Health Center	HI
Kailua High School	HI	Maui High Band Booster Club	HI
PACIFIC BUDDHIST ACADEMY	HI	Big Brothers Big Sisters	HI
HAWAII TECHNOLOGY ACADEMY	HI	Tri-Isle Resource Conservation and Development District	HI
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI	Manoa Heritage Center	HI
MARYKNOLL SCHOOL	HI	Olanur	HI
ISLAND SCHOOL	HI	Kumulani Chapel	HI
STATE OF HAWAII, DEPT. OF EDUCATION	HI	Chamber of Commerce Hawaii	HI
KE KULA O S. M. KAMAKAU	HI	Naalehu Assembly of God	HI
KAMEHAMEHA SCHOOLS	HI	outrigger canoe club	HI
HANAHAU`OLI SCHOOL	HI	One Kalakaua	HI
KIHEI CHARTER SCHOOL	HI	Native Hawaiian Hospitality Association	HI
EMMANUAL LUTHERAN SCHOOL	HI	Islands Hospice Inc	HI
School Lunch Program	HI	St. Theresa School	HI
Ewa Makai Middle School	HI	Hawaii Peace and Justice	HI
Variety School of Hawaii	HI	Kauai Youth Basketball Association	HI
Our Savior Lutheran School	HI	NA HALE O MAUI	HI
Maui Police Department	HI	LEEWARD HABITAT FOR HUMANITY	HI
BOARD OF WATER SUPPLY	HI	WAIANA E COMMUNITY OUTREACH	HI
MAUI COUNTY COUNCIL	HI	NA LEI ALOHA FOUNDATION	HI
Kauai County Council	HI	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	HI

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

BUILDING INDUSTRY ASSOCIATION OF HAWAII	HI	Kipuka o Ke Ola	HI
UNIVERSITY OF HAWAII FEDERAL CREDIT UNION	HI	READ TO ME INTERNATIONAL FOUNDATION	HI
LANAKILA REHABILITATION CENTER INC.	HI	MAUI FAMILY YMCA	HI
POLYNESIAN CULTURAL CENTER	HI	WAILUKU FEDERAL CREDIT UNION	HI
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	HI	ST. THERESA CHURCH	HI
BISHOP MUSEUM	HI	HALE MAHAOLU	HI
ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	HI	West Maui Community Federal Credit Union	HI
ASSOSIATION OF OWNERS OF KUKUI PLAZA	HI	Hawaii Island Humane Society	HI
MAUI ECONOMIC DEVELOPMENT BOARD	HI	Western Pacific Fisheries Council	HI
NETWORK ENTERPRISES, INC.	HI	Kama'aina Care Inc	HI
HONOLULU HABITAT FOR HUMANITY ALOHACARE	HI	International Archaeological Research Institute, Inc.	HI
ORI ANUENUE HALE, INC.	HI	Community Empowerment Resources	HI
IUPAT, DISTRICT COUNCIL 50	HI	Tutu and Me Traveling Preschool	HI
GOODWILL INDUSTRIES OF HAWAII, INC.	HI	First United Methodist Church	HI
HAROLD K.L. CASTLE FOUNDATION	HI	United Chinese Society	HI
MAUI ECONOMIC OPPORTUNITY, INC.	HI	Haggai Institue	HI
EAH, INC.	HI	St. Francis Healthcare System	HI
PARTNERS IN DEVELOPMENT FOUNDATION	HI	AOAO Royal Capitol Plaza	HI
HABITAT FOR HUMANITY MAUI	HI	Kumpang Lanai	HI
W. M. KECK OBSERVATORY	HI	Child and Family Service	HI
HAWAII EMPLOYERS COUNCIL	HI	MARINE SURF WAIKIKI, INC.	HI
HAWAII STATE FCU	HI	Hawaii Health Connector	HI
MAUI COUNTY FCU	HI	Hawaii Carpenters Market Recovery Program Fund	HI
PUNAHOU SCHOOL	HI	Maui Aids Foundation Inc	HI
YMCA OF HONOLULU	HI	Pukalani Baptist Church	HI
EASTER SEALS HAWAII	HI	Puu Heleakala Community Association	HI
AMERICAN LUNG ASSOCIATION	HI	Saint Louis School	HI
Pohaha I Ka Lani	HI	Kailua Racquet Club, Ltd.	HI
Hawaii Area Committee	HI	Homewise Inc.	HI
Tri-Isle RC&D	HI	Hawaii Baptist Academy	HI
Lanai Federal Credit Union	HI	Kroc Center Hawaii	HI
Hawaii Bicycling League	HI	Kupu	HI
Aloha United Way	HI	University of the Nations	HI
		ARGOSY UNIVERSITY	HI
		HAWAII PACIFIC UNIVERSITY	HI
		UNIVERSITY OF HAWAII AT MANOA	HI
		RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	HI

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

BRIGHAM YOUNG UNIVERSITY - HAWAII	HI	State of Hawaii Department of Human Services	HI
University Clinical Research and Association	HI	CITY AND COUNTY OF HONOLULU	HI
Hawaii Medical College	HI	Lanai Youth Center	HI
CHAMINADE UNIVERSITY OF HONOLULU	HI	Silver Dolphin Bistro	HI
Ricoh	HI	Commander, Navy Region Hawaii	HI
ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII	HI	US Navy	HI
Hawaii Information Consortium	HI	Defense Information System Agency	HI
Leeward Community Church	HI	84th Engineer Battalion	HI
E Malama In Keiki O Lanai	HI	Department of Veterans Affairs	HI
Keawala'i Congregational Church	HI	Hawaii County	HI
Lanai Community Hospital	HI	Honolulu County	HI
Angels at Play Preschool & Kindergarten	HI	Kauai County	HI
Queen Emma Gardens AOA	HI	Maui County	HI
FAMILY SUPPORT SERVICES OF WEST HAWAII	HI	Kalawao County	HI
Honolulu Community College	HI	Aiea	HI
COLLEGE OF THE MARSHALL ISLANDS	HI	Anahola	HI
DOT Airports Division Hilo	HI	Barbers Point N A S	HI
International Airport	HI	Camp H M Smith	HI
Judiciary - State of Hawaii	HI	Captain Cook	HI
ADMIN. SERVICES OFFICE	HI	Eleele	HI
SOH- JUDICIARY CONTRACTS AND PURCH	HI	Ewa Beach	HI
STATE DEPARTMENT OF DEFENSE	HI	Fort Shafter	HI
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY	HI	Haiku	HI
HAWAII HEALTH SYSTEMS CORPORATION	HI	Hakalau	HI
HAWAII AGRICULTURE RESEARCH CENTER	HI	Haleiwa	HI
STATE OF HAWAII	HI	Hana	HI
Third Judicial Circuit - State of Hawaii	HI	Hanalei	HI
State of Hawaii Department of Transportation	HI	Hanamaulu	HI
Office of the Governor	HI	Hanapepe	HI
State of Hawaii-Department of Health- Disability & Communication Access	HI	Hauula	HI
		Hawaii National Park	HI
		Hawaiian Ocean View	HI
		Hawi	HI
		Hickam AFB	HI
		Hilo	HI
		Holualoa	HI
		Honaunau	HI
		Honokaa	HI
		Honolulu	HI
		Honomu	HI
		Hoolehua	HI
		Kaaawa	HI

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

Kahuku	HI	Paauilo	HI
Kahului	HI	Pahala	HI
Kailua	HI	Pahoa	HI
Kailua Kona	HI	Paia	HI
Kalaheo	HI	Papaaloa	HI
Kalaupapa	HI	Papaikou	HI
Kamuela	HI	Pearl City	HI
Kaneohe	HI	Pearl Harbor	HI
Kapaa	HI	Pepeekeo	HI
Kapaau	HI	Princeville	HI
Kapolei	HI	Pukalani	HI
Kaumakani	HI	Puunene	HI
Kaunakakai	HI	Schofield Barracks	HI
Kawela Bay	HI	Tripler Army Medical Center	HI
Keaau	HI	Volvano	HI
Kealakekua	HI	Wahiawa	HI
Kealia	HI	Waialua	HI
Keauhou	HI	Waianae	HI
Kekaha	HI	Waikoloa	HI
Kihei	HI	Wailuku	HI
Kilauea	HI	Waimanalo	HI
Koloa	HI	Waimea	HI
Kualapuu	HI	Waipahu	HI
Kula	HI	Wake Island	HI
Kunia	HI	Wheeler Army Airfield	HI
Kurtistown	HI	Brigham Young University - Hawaii	HI
Lahaina	HI	Chaminade University of Honolulu	HI
Laie	HI	Hawaii Business College	HI
Lanai City	HI	Hawaii Pacific University	HI
Laupahoehoe	HI	Hawaii Technology Institute	HI
Lawai	HI	Heald College - Honolulu	HI
Lihue	HI	Remington College - Honolulu Campus	HI
M C B H Kaneohe Bay	HI	University of Phoenix - Hawaii Campus	HI
Makawao	HI	Hawaii Community College	HI
Makaweli	HI	Honolulu Community College	HI
Maunaloa	HI	Kapiolani Community College	HI
Mililani	HI	Kauai Community College	HI
Mountain View	HI	Leeward Community College	HI
Naalehu	HI	Maui Community College	HI
Ninole	HI	University of Hawaii at Hilo	HI
Ocean View	HI	University of Hawaii at Manoa	HI
Ookala	HI	Windward Community College	HI
Paauhau	HI	ELKTON SCHOOL DISTRICT NO.34	OR

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

DOUGLAS COUNTY SCHOOL DISTRICT 116	OR	Pedee School	OR
HOOD RIVER COUNTY SCHOOL DISTRICT	OR	HERITAGE CHRISTIAN SCHOOL	OR
PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR	BEND-LA PINE SCHOOL DISTRICT	OR
CENTRAL POINT SCHOOL DISTRICT NO. 6	OR	GLENDALE SCHOOL DISTRICT	OR
JACKSON CO SCHOOL DIST NO.9	OR	LINCOLN COUNTY SCHOOL DISTRICT	OR
ROGUE RIVER SCHOOL DISTRICT NO.35	OR	PORTLAND PUBLIC SCHOOLS	OR
MEDFORD SCHOOL DISTRICT 549C	OR	REYNOLDS SCHOOL DISTRICT	OR
CULVER SCHOOL DISTRICT NO.	OR	CENTENNIAL SCHOOL DISTRICT	OR
JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR	NOBEL LEARNING COMMUNITIES	OR
GRANTS PASS SCHOOL DISTRICT 7	OR	St. Stephen's Academy	OR
LOST RIVER JR/SR HIGH SCHOOL	OR	McMinnville Adventist Christian School	OR
KLAMATH FALLS CITY SCHOOLS	OR	Salem-Keizer 24J	OR
LANE COUNTY SCHOOL DISTRICT 4J	OR	McKay High School	OR
SPRINGFIELD SCHOOL DISTRICT NO.19	OR	Pine Eagle Charter School	OR
CRESWELL SCHOOL DISTRICT	OR	Bend-La Pine Schools	OR
SOUTH LANE SCHOOL DISTRICT 45J3	OR	Waldo Middle School	OR
LANE COUNTY SCHOOL DISTRICT 69	OR	OAKLAND SCHOOL DISTRICT 001	OR
SIUSLAW SCHOOL DISTRICT	OR	hermiston school district	OR
SWEET HOME SCHOOL DISTRICT NO.55	OR	Clear Creek Middle School	OR
LINN CO. SCHOOL DIST. 95C - SCIO SD	OR	Marist High School	OR
ONTARIO MIDDLE SCHOOL	OR	Victory Academy	OR
GERVAIS SCHOOL DIST. #1	OR	Vale School District No. 84	OR
NORTH SANTIAM SCHOOL DISTRICT 29J	OR	St. Mary School	OR
JEFFERSON SCHOOL DISTRICT	OR	Junction City High School	OR
SALEM-KEIZER PUBLIC SCHOOLS	OR	Three Rivers School District	OR
MT. ANGEL SCHOOL DISTRICT NO.91	OR	Fern Ridge School District	OR
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	OR	JESUIT HIGH SCHL EXEC OFC	OR
MORROW COUNTY SCHOOL DISTRICT	OR	LASALLE HIGH SCHOOL	OR
MULTNOMAH EDUCATION SERVICE DISTRICT	OR	Southwest Christian School	OR
GRESHAM-BARLOW SCHOOL DISTRICT	OR	Willamette Christian School	OR
DALLAS SCHOOL DISTRICT NO. 2	OR	Westside Christian High School	OR
CENTRAL SCHOOL DISTRICT 13J	OR	CS LEWIS ACADEMY	OR
St. Mary Catholic School	OR	Portland America School	OR
CROSSROADS CHRISTIAN SCHOOL	OR	Forest Hills Lutheran School	OR
ST. ANTHONY SCHOOL	OR	Mosier Community School	OR
		Koreducators Lep High	OR
		Warrenton Hammond School District	OR
		Sutherlin School District	OR
		Malheur Elementary School District	OR
		Ontario School District	OR
		Parkrose School District 3	OR
		Riverdale School District 51J	OR
		Tillamook School District	OR

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

Madeleine School	OR	Oak Hill School	OR
Union School District	OR	Hope chinese charter	OR
Helix School District	OR	Northwest Academy	OR
Riddle School District	OR	Sunny Wolf Charter School	OR
Helix School Dist #1 R	OR	MCKENZIE SCHOOL DISTRICT 068	OR
Prospect School District	OR	L'Etoile French Immersion School	OR
Ashbrook Independent School	OR	LA GRANDE SCHOOL DISTRICT 001	OR
Molalla River School District	OR	FOSSIL SCHOOL DISTRICT 21J	OR
Corvallis School District 509J	OR	Marist Catholic High School	OR
Falls City School District #57	OR	Springfield Public Schools	OR
Portland Christian Schools	OR	Elgin school dist.	OR
LUCKIAMUTE VALLEY CHARTER SCHOOLS	OR	PLEASANT HILL SCH DIST #1	OR
Insight School of Oregon Painted Hills	OR	Ukiah School District 80R	OR
Deer Creek Elementary School	OR	Lake Oswego Montessori School	OR
Yamhill Carlton School District	OR	North Powder Charter School	OR
COLTON SCHL DIST 53	OR	Siletz Valley School	OR
ASHLAND PUBLIC SCHLS	OR	WINSTON-DILLARD SCHOOL DISTRICT 116	OR
HARRISBURG SCHL DIST	OR	ALLIANCE CHARTER ACADEMY	OR
CENTRAL CURRY SCHL DIST#1	OR	French American School	OR
BNAI BRITH CAMP	OR	Mastery Learning Institute	OR
OREGON FOOD BANK	OR	North Lake School District 14	OR
HOSANNA CHRISTIAN SCHL	OR	Early College High School	OR
ABIQUA SCHL	OR	Klamath County Fire District No. 1	OR
Auxiliary services	OR	Washington County Consolidated Communications Agency	OR
Salem keizar school district	OR	GILLIAM COUNTY OREGON	OR
Scio High School	OR	UMATILLA COUNTY, OREGON	OR
Athena Weston School District 29RJ	OR	LANE ELECTRIC COOPERATIVE	OR
Butte Falls School District	OR	DOUGLAS ELECTRIC COOPERATIVE, INC.	OR
Bend International School	OR	MULTNOMAH LAW LIBRARY	OR
Imbler School District #11	OR	clackamas county	OR
monument school	OR	CLATSOP COUNTY	OR
PENDLETON SCHOOL DISTRICT #16R	OR	COLUMBIA COUNTY, OREGON	OR
Ohara Catholic School	OR	coos county	OR
MARCOLA SCHOOL DISTRICT 079J	OR	CROOK COUNTY ROAD DEPARTMENT	OR
LINN-BENTON-LINCOLN ESD	OR	CURRY COUNTY OREGON	OR
Reynolds High School	OR	DESCHUTES COUNTY	OR
St. Paul School District	OR	GILLIAM COUNTY	OR
Sabin-Schellenberg Technical Center	OR	GRANT COUNTY, OREGON	OR
St Paul Parish School	OR	HARNEY COUNTY SHERIFFS OFFICE	OR
Joseph School District	OR	HOOD RIVER COUNTY	OR
EagleRidge High School	OR		
Grant Community School	OR		

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

jackson county	OR	Grant County Economic Developement	OR
josephine county	OR	Baker County	OR
klamath county	OR	Josephine County Public Works	OR
LANE COUNTY	OR	Clackamas County Juvenile Dept	OR
LINN COUNTY	OR	Columbia Basin Care Facility	OR
MARION COUNTY , SALEM, OREGON	OR	Clackamas County Disaster	
MULTNOMAH COUNTY	OR	Management	OR
SHERMAN COUNTY	OR	City of Seaside Police Department	OR
WASCO COUNTY	OR	Best Care Treatment Center	OR
YAMHILL COUNTY	OR	Boys & Girls Clubs of Emerald Valley	OR
WALLOWA COUNTY	OR	Church of Christ	OR
ASSOCIATION OF OREGON COUNTIES	OR	GWPMs	OR
NAMI LANE COUNTY	OR	Operation Christmas	OR
BENTON COUNTY	OR	Dove Medical	OR
DOUGLAS COUNTY	OR	Literary Expectations dba Moore	
JEFFERSON COUNTY	OR	Academy	OR
LAKE COUNTY	OR	Love Thy Neighbor services	OR
LINCOLN COUNTY	OR	Tamarack Aquatic Center	OR
POLK COUNTY	OR	Seven Feathers Casino	OR
UNION COUNTY	OR	Direction Service, Inc.	OR
WASHINGTON COUNTY	OR	Oliver P Lent PTA	OR
MORROW COUNTY	OR	Kairos	OR
Mckenzie Personnel Services	OR	Willamette Valley Rehab Center	OR
Washington County Facilities & Park Services	OR	St Paul Baptist Church	OR
Multnomah County Department of Community Justice	OR	Long Tom Watershed Council	OR
NORCOR Juvenile Detention	OR	San Martin Deporres Catholic Church	OR
Tillamook County Estuary Job Council	OR	Portland Parks Foundation	OR
BAKER CNTY GOVT	OR	Sweet Home United Methodist Church	OR
TILLAMOOK CNTY	OR	Math Learning Center, The	OR
CLACKAMS COUNTY COMMUNITY CORRECTIONS	OR	Maranatha Church	OR
Multnomah County Dept of County Assets	OR	Cedar Hills Baptist Church	OR
Wheeler County	OR	Good Samaritan Ministries	OR
Clackamas County Service District # 1/Tri-City Service District	OR	New Hope Christain College	OR
Resource Connections of Oregon	OR	Unitarian Universalist Church in Eugene	OR
Lane County Sheriff's Office	OR	Emmanuel Bible Church	OR
Clatsop County Sheriff's Office	OR	Portland Community Media	OR
Harney County Community Corrections	OR	La Pine Chamber of Commerce	OR
		Stone Creek Christian Church	OR
		Rogue Valley Youth Football	OR
		Bend Elks Lodge 1371	OR
		Friendly House, Inc.	OR
		Klamath Siskiyou Wildlands Center	OR

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

Grace Christian Fellowship	OR	Community Connection of Northeast Oregon, Inc.	OR
Reliance eHealth Collaborative	OR	St Mark Presbyterian Church	OR
Wild Rogue Youth Foundation, Inc.	OR	Living Opportunities, Inc.	OR
Grants Pass Seventh-day Adventist Church	OR	Coos Art Museum	OR
Corvallis Waldorf School	OR	OETC	OR
Farmworkers Housing Development Corporation	OR	Blanchet House of Hospitality	OR
World Forestry Center	OR	Garten Services Inc	OR
Adapt	OR	Incite Incorporated	OR
Kid Time	OR	Merchants Exchange of Portland, Oregon	OR
Oregon Farm Bureau	OR	Coalition for a Livable Future	OR
Mt Emily Safe Center	OR	West Salem United Methodist	OR
Salem First Presbyterian Church	OR	Rogue River Watershed Council	OR
Rolling Hills Baptist Church	OR	Central Oregon Visitors Association	OR
Baker Elks	OR	Soroptimist International of Gold Beach, OR	OR
Gates Community Church of Christ	OR	Real Life Christian Church	OR
PIP Corps LLC	OR	Milwaukie-Portland Lodge No.142	
Turtle Ridge Wildlife Center	OR	Benevolent and Protective Order of Elk	OR
Grande Ronde Model Watershed Foundation	OR	Mainstage Theatre Company	OR
Western Environmental Law Center	OR	Dayton Christian Church	OR
Oregon District 7 Little League	OR	Delphian School	OR
Mercy Flights, Inc.	OR	AVON	OR
Metropolitan Contractor Improvement Partnership	OR	EPUD-Emerald People's Utility District	OR
The Christian Church of Hillsboro Oregonb	OR	Human Solutions, Inc.	OR
Congregation Neveh Shalom	OR	The Wallace Medical Concern	OR
My Fathers House	OR	Boys & Girls Club of Salem, Marion & Polk Counties	OR
Step Forward Activities Inc	OR	The Ross Ragland Theater and Cultural Center	OR
HHoly Trinity Greek Orthodox Cathedral	OR	Cedar Sinai Park-Robison Jewish Healthcare	OR
MECOP Inc.	OR	Cascade Health Solutions	OR
Workforce Northwest Inc	OR	Umpqua Community Health Center	OR
Lane Arts Council	OR	ALZHEIMERS NETWORK OF OREGON	OR
Building Healthy Family	OR	NATIONAL WILD TURKEY FEDERATION	OR
Intergral Youth Services	OR	TILLAMOOK ESTUARIES PARTNERSHIP	OR
Children Center At Trinity	OR	LIFEWORKS NW	OR
OUR SAVIOR'S LUTHERAN CHURCH	OR	Independent Development Enterprise Alliance	OR
Beaverton Christians Church	OR	MID-WILLAMETTE VALLEY	
Oregon Humanities	OR	COMMUNITY ACTION AGENCY, INC	OR
St. Pius X School	OR		

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

HALFWAY HOUSE SERVICES, INC.	OR	THE NATIONAL ASSOCIATION OF	
REDMOND PROFICIENCY ACADEMY	OR	CREDIT MANAGEMENT-OREGON, INC.	OR
OHSU FOUNDATION	OR	BLACHLY LANE ELECTRIC COOPERATIVE	OR
SHELTERCARE	OR	MORNING STAR MISSIONARY BAPTIST	
PRINGLE CREEK SUSTAINABLE LIVING		CHURCH	OR
CENTER	OR	NORTHWEST FOOD PROCESSORS	
PACIFIC INSTITUTES FOR RESEARCH	OR	ASSOCIATION	OR
Mental Health for Children, Inc.	OR	INDEPENDENT INSURANCE AGENTS	
The Dreaming Zebra Foundation	OR	AND BROKERS OF OREGON	OR
LAUREL HILL CENTER	OR	OREGON EDUCATION ASSOCIATION	OR
THE OREGON COMMUNITY		HEARING AND SPEECH INSTITUTE INC	OR
FOUNDATION	OR	SALEM ELECTRIC	OR
OCHIN	OR	MORRISON CHILD AND FAMILY	
WE CARE OREGON	OR	SERVICES	OR
SE WORKS	OR	JUNIOR ACHIEVEMENT	OR
ENTERPRISE FOR EMPLOYMENT AND		CENTRAL BIBLE CHURCH	OR
EDUCATION	OR	MID COLUMBIA MEDICAL CENTER-	
OMNIMEDIX INSTITUTE	OR	GREAT 'N SMALL	OR
PORTLAND BUSINESS ALLIANCE	OR	TRILLIUM FAMILY SERVICES, INC.	OR
GATEWAY TO COLLEGE NATIONAL		YWCA SALEM	OR
NETWORK	OR	PORTLAND ART MUSEUM	OR
FOUNDATIONS FOR A BETTER OREGON	OR	SAINT JAMES CATHOLIC CHURCH	OR
GOAL ONE COALITION	OR	SOUTHERN OREGON HUMANE	
ATHENA LIBRARY FRIENDS		SOCIETY	OR
ASSOCIATION	OR	VOLUNTEERS OF AMERICA OREGON	OR
Coastal Family Health Center	OR	CENTRAL DOUGLAS COUNTY FAMILY	
CENTER FOR COMMUNITY CHANGE	OR	YMCA	OR
STAND FOR CHILDREN	OR	METROPOLITAN FAMILY SERVICE	OR
ST. VINCENT DEPAUL OF LANE COUNTY	OR	OREGON MUSUEM OF SCIENCE AND	
EAST SIDE FOURSQUARE CHURCH	OR	INDUSTRY	OR
CORVALLIS MOUNTAIN RESCUE UNIT	OR	FIRST UNITARIAN CHURCH	OR
InventSuccess	OR	ST. ANTHONY CHURCH	OR
SHERIDAN JAPANESE SCHOOL		Good Shepherd Medical Center	OR
FOUNDATION	OR	Salem Academy	OR
The Blosser Center for Dyslexia		GEN CONF OF SDA CHURCH WESTERN	
Resources	OR	OR	OR
MOSAIC CHURCH	OR	PORTLAND ADVENTIST ACADEMY	OR
HOUSING AUTHORITY OF LINCOLN		ST VINCENT DE PAUL	OR
COUNTY	OR	OUTSIDE IN	OR
RENEWABLE NORTHWEST PROJECT	OR	UNITED CEREBRAL PALSY OF OR AND	
INTERNATIONAL SUSTAINABLE		SW WA	OR
DEVELOPMENT FOUNDATION	OR	WILLAMETTE VIEW INC.	OR
CONSERVATION BIOLOGY INSTITUTE	OR		

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

PORTLAND HABILITATION CENTER, INC.	OR	OREGON LIONS SIGHT & HEARING FOUNDATION	OR
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR	PORTLAND WOMENS CRISIS LINE	OR
ROSE VILLA, INC.	OR	THE SALVATION ARMY - CASCADE DIVISION	OR
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR	WILLAMETTE FAMILY WHITE BIRD CLINIC	OR
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	OR	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	OR
ROGUE FEDERAL CREDIT UNION	OR	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	OR
Oregon Research Institute	OR	HOUSING NORTHWEST	OR
WILLAMETTE LUTHERAN HOMES, INC	OR	OREGON ENVIRONMENTAL COUNCIL	OR
LANE MEMORIAL BLOOD BANK	OR	MEALS ON WHEELS PEOPLE, INC.	OR
PORTLAND JEWISH ACADEMY	OR	FAITH CENTER	OR
LANECO FEDERAL CREDIT UNION	OR	Bob Belloni Ranch, Inc.	OR
GRANT PARK CHURCH	OR	GOOD SHEPHERD COMMUNITIES	OR
ST. MARYS OF MEDFORD, INC.	OR	SACRED HEART CATHOLIC DAUGHTERS	OR
US CONFERENCE OF MENONNITE BRETHREN CHURCHES	OR	HELP NOW! ADVOCACY CENTER	OR
FAITHFUL SAVIOR MINISTRIES	OR	TENAS ILLAHEE CHILDCARE CENTER	OR
OREGON CITY CHURCH OF THE NAZARENE	OR	SUNRISE ENTERPRISES	OR
OREGON COAST COMMUNITY ACTION EDUCATION NORTHWEST	OR	LOOKING GLASS YOUTH AND FAMILY SERVICES	OR
COMMUNITY ACTION TEAM, INC.	OR	SERENITY LANE	OR
EUGENE SYMPHONY ASSOCIATION, INC.	OR	EAST HILL CHURCH	OR
STAR OF HOPE ACTIVITY CENTER INC.	OR	LA GRANDE UNITED METHODIST CHURCH	OR
SPARC ENTERPRISES	OR	COAST REHABILITATION SERVICES	OR
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	OR	Edwards Center Inc	OR
SALEM ALLIANCE CHURCH	OR	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	OR
Lane Council of Governments	OR	NEW HOPE COMMUNITY CHURCH	OR
FORD FAMILY FOUNDATION	OR	KLAMATH HOUSING AUTHORITY	OR
TRAILS CLUB	OR	QUADRIPLLEGICS UNITED AGAINST DEPENDENCY, INC.	OR
NEWBERG FRIENDS CHURCH	OR	SPONSORS, INC.	OR
WOODBURN AREA CHAMBER OF COMMERCE	OR	COLUMBIA COMMUNITY MENTAL HEALTH	OR
CONTEMPORARY CRAFTS MUSEUM AND GALLERY	OR	ADDICTIONS RECOVERY CENTER, INC	OR
CITY BIBLE CHURCH	OR	METRO HOME SAFETY REPAIR PROGRAM	OR
		OREGON SUPPORTED LIVING PROGRAM	OR

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

SOUTH COAST HOSPICE, INC.	OR	TILLAMOOK CNTY WOMENS CRISIS CENTER	OR
ALLFOURONE/CRESTVIEW CONFERENCE CTR.	OR	SECURITY FIRST CHILD DEVELOPMENT CENTER	OR
The International School	OR	CLASSROOM LAW PROJECT	OR
REBUILDING TOGETHER - PORTLAND INC.	OR	YOUTH GUIDANCE ASSOC.	OR
PENDLETON ACADEMIES	OR	PREGNANCY RESOUC E CENTERS OF GRETER PORTLAND	OR
PACIFIC FISHERY MANAGEMENT COUNCIL	OR	ELMIRA CHURCH OF CHRIST	OR
DOGS FOR THE DEAF, INC.	OR	JASPER MOUNTAIN	OR
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	OR	ACUMENTRA HEALTH	OR
EMMAUS CHRISTIAN SCHOOL	OR	WORKSYSTEMS INC	OR
DELIGHT VALLEY CHURCH OF CHRIST	OR	COVENANT CHRISTIAN HOOD RIVER	OR
SAINT CATHERINE OF SIENA CHURCH	OR	OREGON DONOR PROGRAM	OR
PORT CITY DEVELOPMENT CENTER	OR	NAMI OREGON	OR
VIRGINIA GARCIA MEMORIAL HEALTH CENTER	OR	OLIVET BAPTIST CHURCH	OR
CENTRAL CITY CONCERN	OR	SILVERTON AREA COMMUNITY AID	OR
CANBY FOURSQUARE CHURCH	OR	CONFEDERATED TRIBES OF GRAND RONDE	OR
EMERALD PUD	OR	NEIGHBORIMPACT	OR
VERMONT HILLS FAMILY LIFE CENTER	OR	CATHOLIC COMMUNITY SERVICES	OR
BENTON HOSPICE SERVICE	OR	NEW AVENUES FOR YOUTH INC	OR
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	OR	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	OR
COMMUNITY CANCER CENTER	OR	DECISION SCIENCE RESEARCH INSTITUTE, INC.	OR
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	OR	WESTERN STATES CENTER	OR
CASCADIA BEHAVIORAL HEALTHCARE	OR	HIV ALLIANCE, INC	OR
WILD SALMON CENTER	OR	PARTNERSHIPS IN COMMUNITY LIVING, INC.	OR
BROAD BASE PROGRAMS INC.	OR	FANCONI ANEMIA RESEARCH FUND INC.	OR
SUNNYSIDE FOURSQUARE CHURCH	OR	BLIND ENTERPRISES OF OREGON	OR
TRAINING EMPLOYMENT CONSORTIUM	OR	OREGON BALLET THEATRE	OR
RELEVANT LIFE CHURCH	OR	SMART	OR
211INFO	OR	All God's Children International	OR
SONRISE CHURCH	OR	FARMWORKER HOUISNG DEV CORP	OR
LIVING WAY FELLOWSHIP	OR	UMPQUA COMMUNITY DEVELOPMENT CORPORATION	OR
Women's Safety & Resource Center	OR	REGIONAL ARTS AND CULTURE COUNCIL	OR
SEXUAL ASSAULT RESOURCE CENTER	OR	THE EARLY EDUCATION PROGRAM, INC.	OR
IRCO	OR		
NORTHWEST YOUTH CORPS	OR		

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

MACDONALD CENTER	OR	WESTERN RIVERS CONSERVANCY	OR
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.	OR	UNITED WAY OF THE COLUMBIA WILLAMETTE	OR
SELF ENHANCEMENT INC.	OR	EUGENE BALLET COMPANY	OR
FRIENDS OF THE CHILDREN	OR	EAST WEST MINISTRIES INTERNATIONAL	OR
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE	OR	SISKIYOU INITIATIVE	OR
COMMUNITY VETERINARY CENTER	OR	EDUCATIONAL POLICY IMPROVEMENT CENTER	OR
PORTLAND SCHOOLS FOUNDATION	OR	North Pacific District of Foursquare Churches	OR
SUSTAINABLE NORTHWEST	OR	CATHOLIC CHARITIES	OR
OREGON DEATH WITH DIGNITY	OR	FIRST CHURCH OF THE NAZARENE	OR
BIRCH COMMUNITY SERVICES, INC.	OR	WESTSIDE BAPTIST CHURCH	OR
BAY AREA FIRST STEP, INC.	OR	Housing Development Center	OR
OSLC COMMUNITY PROGRAMS	OR	Hoodview Christian Church	OR
EN AVANT, INC.	OR	Child Evangelism Fellowship	OR
ASHLAND COMMUNITY HOSPITAL	OR	Little Promises Children's Program	OR
NORTHWEST ENERGY EFFICIENCY ALLIANCE	OR	UNION GOSPEL MISSION	OR
BONNEVILLE ENVIRONMENTAL FOUNDATION	OR	GRACE BAPTIST CHURCH	OR
SUMMIT VIEW COVENANT CHURCH	OR	COMMUNITY ACTION ORGANIZATION	OR
SALMON-SAFE INC.	OR	OUTSIDE IN	OR
BETHEL CHURCH OF GOD	OR	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	OR
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL	OR	ELAW	OR
SAINT ANDREW NATIVITY SCHOOL	OR	COMMUNITY HEALTH CENTER, INC	OR
BARLOW YOUTH FOOTBALL	OR	Greater Portland INC	OR
SPOTLIGHT THEATRE OF PLEASANT HILL	OR	Eugene Builders Exchange	OR
FAMILIES FIRST OF GRANT COUNTY, INC.	OR	Boys & Girls Club of Corvallis	OR
TOUCHSTONE PARENT ORGANIZATION	OR	Southeast Uplift Neighborhood Coalition	OR
CANCER CARE RESOURCES	OR	First United Presbyterian Church	OR
CASCADIA REGION GREEN BUILDING COUNCIL	OR	PDX Wildlife	OR
SHERMAN DEVELOPMENT LEAGUE, INC.	OR	Friends of the Opera House	OR
SCIENCEWORKS	OR	Jackson-Josephine 4-C Council	OR
WORD OF LIFE COMMUNITY CHURCH	OR	North Coast Family Fellowship	OR
SOCIAL VENTURE PARTNERS	OR	P E C I	OR
PORTLAND	OR	Childswork Learning Center	OR
OREGON PROGRESS FORUM	OR	Portland Schools Alliance	OR
CENTER FOR RESEARCH TO PRACTICE	OR	New Artists Performing Arts Productions, Inc.	OR
		Relief Nursery	OR
		St. Mary's Episcopal Church	OR

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

Viking Sal Senior Center	OR	The Collins Foundation	OR
Boys and Girls Club of the rogue valley	OR	Prince of Peace Lutheran Church & School	OR
Lincoln City Chamber of Commerce	OR	NEDCO	OR
DrupalCon Inc., DBA Drupal Association	OR	Salem Evangelical Church	OR
Albany Partnership for Housing and Community Development	OR	Wild Lilac Child Development Community	OR
SEED OF FAITH MINISTRIES	OR	Daystar Education, Inc.	OR
Hermiston Christian Center & School	OR	Oregon Social Learning Center	OR
SALEM FREE CLINICS	OR	Pain Society of Oregon	OR
Dress for Success Oregon	OR	environmental law alliance worldwide	OR
Beaverton Rock Creek Foursquare Church	OR	Eugene Country Club	OR
St Paul Catholic Church	OR	Community in Action	OR
St Mary's Catholic School and Parish	OR	Northwood Christian Church	OR
Polk Soil and Water Conservation District	OR	Safe Harbors	OR
Street Ministry	OR	FIRST CHRISTIAN CHURCH	OR
La Grande Church of the Nazarene	OR	Pacific Classical Ballet	OR
Spruce Villa, Inc.	OR	Depaul Industries	OR
OREGON SCHOOL BOARDS ASSOCIATION	OR	African American Health Coalition	OR
House of Prayer for All Nations	OR	Jesus Prayer Book	OR
Sacred Heart Catholic Church	OR	Coalition Of Community Health	OR
African American Health Coaliton, Inc.	OR	River Network	OR
Happy Canyon Company	OR	CCI Enterprises Inc	OR
Village Home Education Resource Center	OR	Oregon Nurses Association	OR
Monet's Children's Circle	OR	GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE	OR
Cascade Housing Association	OR	Mount Angel Abbey	OR
Dayspring Fellowship	OR	YMCA OF ASHLAND	OR
Northwest Habitat Institute	OR	YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION SERVICES	OR
Winding Waters Medical Clinic	OR	Multnomah Law Library	OR
Sacred Heart-St Louis Parish	OR	Friends Of Tryon Creek State P	OR
First Baptist Church	OR	Ontrack Inc.	OR
The Nature Conservancy, Willamette Valley Field Office	OR	Calvin Presbyterian Church	OR
Serenity Lane Health Services	OR	HOLT INTL CHILD	OR
Portland Community Reinvestment Initiatives, Inc.	OR	St John The Baptist Catholic	OR
Christians As Family Advovates	OR	Portland Foursquare Church	OR
GeerCrest Farm & Historical Society	OR	Portland Christian Center	OR
College United Methodist Church	OR	Church Extension Plan	OR
		Occu Afghanistan Relief Effort	OR
		EUGENE FAMILY YMCA	OR
		Christ The King Parish and School	OR
		Newberg Christian Church	OR

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

First United Methodist Church	OR	Western Wood Products Association	OR
Zion Lutheran Church	OR	Grace Baptist Church of St. Helens, Lil	
Southwest Bible Church	OR	Learners Preschool	OR
Community Works Inc	OR	THE NEXT DOOR	OR
Masonic Lodge Pearl 66	OR	NATIONAL PSORIASIS FOUNDATION	OR
Molalla Nazarene Church	OR	NEW BEGINNINGS CHRISTIAN CENTER	OR
Transition Projects, Inc	OR	HIGHLAND UNITED CHURCH OF CHRIST	OR
St Michaels Episcopal Church	OR	OREGON REPERTORY SINGERS	OR
Saint Johns Catholich Church	OR	HIGHLAND HAVEN	OR
Access Inc	OR	FAIR SHARE RESEARCH AND	
Community Learning Center	OR	EDUCATION FUND	OR
Old Mill Center for Children and Families	OR	Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	OR
Sunny Oaks Inc	OR	First Baptist Church of Enterprise	OR
Hospice Center Bend La Pine	OR	The Canby Center	OR
Westside Foursquare Church	OR	REDMOND FIRE & RESCUE	OR
Relief Nursery Inc	OR	Instituto de Cultura y Arte In Xochitl In	
Morning Star Community Church	OR	Cuicatl	OR
MULTNOMAH DEFENDERS INC	OR	McKenzie Personnel Systems	OR
Providence Health System	OR	OSLC COMMUNITY PROGRAMS OCP	OR
Holy Trinity Catholic Church	OR	Oregon Nikkei Endowment	OR
Holy Redeemer Catholic Church	OR	Grace Community Church	OR
Alliance Bible Church	OR	Eastern Oregon Alcoholism Foundation	OR
CARE OREGON	OR	Grantmakers for Education	OR
Mid Columbia Childrens Council	OR	The Spiral Gallery	OR
HUMANE SOCIETY OF REDMOND	OR	The ALS Association Oregon and SW	
Our Redeemer Lutheran Church	OR	Washington Chapter	OR
Kbps Public Radio	OR	Children's Relief Nursery	OR
Skyball Salem Keizer Youth Bas	OR	Home Builders	OR
Open Technology Center	OR	New Life Baptist Church	OR
Grace Chapel	OR	Feral Cat Awareness Team	OR
CHILDREN'S MUSEUM 2ND	OR	Florence United Methodist Church	OR
Solid Rock	OR	World of Speed	OR
West Chehalem Friends Church	OR	SW Community Health Center	OR
Guide Dogs For The Blind	OR	Energy Trust of Oregon	OR
Aldersgate Camps and Retreats	OR	St. Vincent de Paul Church	OR
St. Katherine's Catholic Church	OR	Fr. Bernard Youth Center	OR
The Alliance NW of the Christian & Missionary Alliance	OR	Oregon Psychoanalytic Center	OR
Bags of Love	OR	Store to Door	OR
Grand View Baptist Church	OR	Oregon Translational Research and Development Insitute	OR
Green Electronics Council	OR	Depaul Industries	OR
Scottish Rite	OR		

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

OUR LADY OF PERPETUAL HELP		Willamette Leadership	
CATHOLIC CHURCH ALBANY OREGON	OR	Academy/Pioneer Youth Corps Of	
SELCO Community Credit Union	OR	Oregon	OR
Prairie Baptist Church	OR	Rose Haven	OR
North Coast Christian Church	OR	Dallas Church	OR
Union County Economic Development Corp.	OR	OREGON STATE UNIVERSITY	
Camelto Theatre Company	OR	BOOKSTORE INC	OR
Camp Fire Columbia	OR	NORTH WILLAMETTE VALLEY HABITAT	
TAKE III OUTREACH	OR	FOR HUMANITY	OR
Rolling Hills Community Church	OR	FAIRFIELD BAPTIST CHURCH	OR
Eugene Swim and Tennis Club	OR	Sexual Assault Support Services	OR
Summa Institute	OR	Neskowin Valley School	OR
Amani Center	OR	RON WILSON CENTER FOR EFFECTIVE	
Billy Webb Elks lodge #1050	OR	LIVING INC	OR
Silverton Senior Center	OR	St. Joseph Shelter	OR
First Evangelical Presbyterian Church of Oregon City	OR	The Inn Home for Boys, Inc.9138	OR
Joyful Servant Lutheran Church	OR	MCKENZIEWATERSHED COUNCIL	OR
Sandy Seventh-day Adventist Church	OR	Opportunity Connections	OR
Muddy Creek Charter School	OR	MENNONITE HOME OF ALBANY INC	OR
A FAMILY FOR EVERY CHILD	OR	Oregon Technical Assistance	
PORT OF CASCADE LOCKS	OR	Corporation	OR
1000 FRIENDS OF OREGON	OR	Oregon And Southern Idaho Laborers	
OREGON PEDIATRIC SOCIETY	OR	Employers Training School	OR
NONPROFIT ASSOCIATION OF OREGON	OR	New Life Fellowship Church of God	OR
LUKE DORF INC	OR	Gladstone Senior Center	OR
FAMILY CARE INC	OR	Education Travel & Culture, Inc.	OR
MEDICAL TEAMS INTL	OR	Rural Development Initiatives	OR
Clean Slate Canine Rescue & Rehabilitation	OR	Jason Lee Manor/UMRC	OR
St. Martins Episcopal church	OR	Jesus Pursuit Church	OR
Food for Lane County	OR	YMCA of Marion and Polk Counties	OR
Clatsop Behavioral Healthcare	OR	Urban Gleaners	OR
West Coast Haunters Convention	OR	PacificSource Health	OR
columbia gorge discovery center and museum	OR	Faith Christian Fellowship	OR
NAMI of Washington County	OR	Brookings Elks Lodge	OR
American Legion Aloha Post 104	OR	Tualatin Lacrosse Club	OR
The Dalles Art Association	OR	Tillamook Seventh Day Adventist Church	OR
Temple Beth Israel	OR	Oregon Jewish Community Foundation	OR
		East River Fellowship	OR
		Holy Family Academy	OR
		FIRST BAPTIST CHURCH OF EUGENE	OR
		PORTLAND METRO RESIDENTIAL SERVICES	OR

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

Peace Lutheran Church	OR	Yellowhawk Tribal Health	OR
Living Word Christian Center	OR	CASA of Marion County	OR
Housing Authority of Douglas County	OR	Oregonians for Food & Shelter	OR
Vietnamese Christian Community Church	OR	Westside Church of Christ Inc	OR
Forest Park Conservancy	OR	Northwest Family Services	OR
Friends for Animals	OR	Network Charter School	OR
Family Building Blocks	OR	Ride Connecton	OR
Greenleaf Industries	OR	Parenting Now!	OR
Ananda Center at Laurelwood	OR	Christian Church of Woodburn Verde	OR
Goodwill Industries of Lane and South Coast	OR	Native American Youth and Family Center Early College Academy	OR
RB Pamplin Corportaion	OR	USO Northwest	OR
Agia Sophia Academy	OR	Norkenzie Christian Church	OR
Friends of Driftwood Library	OR	Little Flower Development Center	OR
Consumers Power Inc.	OR	TLO Farms	OR
A. C. Gilbert's Discovery Village	OR	Evergreen Wings and Waves	OR
First Lutheran Church of Astoria	OR	Ascension Episcopal Parish	OR
Fund For Christian Charity	OR	Center for Family Development	OR
Deer Meadow Assisted Living	OR	West Salem Foursquare Church	OR
Oregon Laborers-Employer Administrative Fund, LLC	OR	Good Samaritan Ministry	OR
Umpqua Basin Water Association	OR	Grace Lutheran Church of Molalla	OR
Alpha Lambda House Corporation	OR	Trinity Lutheran	OR
St John Fisher Catholic Church Portland Oregon	OR	HOPE LUTHERAN CHURCH	OR
Eugene Creative Care	OR	Mount Pisgah Arboretum	OR
VFW POST 4248	OR	Redeemer Lutheran Church	OR
The Church of Christ of Latter Day Saints	OR	Disjecta Contemporary Art Center	OR
Cascade Height Public Charter School PTA	OR	Korean Central Covenant Church of Eugene	OR
G.O.B.H.I	OR	Yankton Baptist Church	OR
Association of Oregon Corrections Employees, Inc.	OR	BioGift Anatomical	OR
A Jesus Church Family	OR	Lower Columbia Estuary Partnership	OR
300 Main Inc	OR	Mt Hood Hospice	OR
Southwestern Oregon Public Defender Services, Inc.	OR	Opportunity Foundation of central Oregon	OR
Albertina Kerr Centers	OR	Constructing Hope	OR
Dufur Christian Church	OR	Sprinkfield Elks #2145	OR
St. Matthew Catholic School	OR	Abuse Recovery Ministry & Services	OR
Serendipity Center Inc	OR	Oasis Shelter Home	OR
		ST HENRYS CHURCH	OR
		Nehalem Bay House	OR
		UNITED METHODIST CHURCH	OR
		p:ear	OR

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

Health Share of Oregon	OR	Teras Interventions and Counseling Inc	OR
St. Peter Catholic Church	OR	Brooklyn Primary PTO	OR
Mid Willamette Valley Community Action	OR	Mountain View Academy	OR
A Hope For Autism Foundation	OR	Salem Area Chamber of Commerce	OR
NW Sport Fishing	OR	First Congregational Chrch	OR
Breast Friends	OR	OREGON STATE FAIR	OR
ScienceWorks Museum	OR	Tri-County Chamber of Commerce Inc	OR
Willamette Neighborhood Housing Services	OR	Ronald McDonald House Charities of Oregon & Southwest Washington	OR
South Salem High Music Boosters	OR	Center for Human Development	OR
SEPTL Southeast Portland Tool Library	OR	God's Storehouse Pantry	OR
Kids Unllimited Academy	OR	Clackamas River Trout Unlimited	OR
Cappella Romana	OR	SafeHaven Humane Society	OR
National Christian Community Foundation	OR	Rainier Assembly of God	OR
Legal Aid Services of Oregon LITC	OR	Tilikum Center for Retreats and Outdoor Ministries	OR
The Sunriver Owners Association	OR	Washington Park Transportation Management Association	OR
Willamette Valley Babe Ruth Center For Continuous Improvement	OR	Travel Lane County	OR
Northwest Center for Alternatives to Pesticides	OR	Hinson Baptist Church	OR
Junction City/Harrisburg/Monroe Habitat for Humanity	OR	Alvord Taylor	OR
The Followers of Christ Church of Oregon City	OR	EUGENE CHRISTIAN FELLOWSHIP	OR
SEIU Local 49	OR	Bridges to Change	OR
Emerald Media Group	OR	Risen Records	OR
West Hills Christian School	OR	DePaul Treatment Centers, Inc.	OR
Trillium Sprigs	OR	Ministerio International Casa	OR
Smith Memorial Presbyterian Church	OR	New Paradise Worship Center	OR
Western Arts Alliance	OR	Mission Increase Foundation	OR
Youth Dynamics	OR	Curry Public Transit Inc	OR
Ashland Art Center	OR	THREE RIVERS CASINO	OR
Apostolic Church of Jesus Christ	OR	Brookings Harbor Christian School	OR
DOUGLAS FOREST PROTECTIVE	OR	Local 290	OR
Echo Theater Company	OR	Hope Church of The Assemblies of God	
Corvallis Caring Place	OR	Albany Oregon	OR
Oregon Lyme Disease Network	OR	Sherwood Community Friends Church	OR
Ecotrust	OR	Bethesda Lutheran Church	OR
SPECIAL MOBILITY SERVICES	OR	Legacy Mt. Hood Medical Center	OR
Bethlehem Christian Pre-School	OR	Adelante Mujeres	OR
Historical Outreach Foundation	OR	Yamhill Community Care Organization	OR
		Trinity United Methodist Church	OR
		Portland Japanese Garden	OR
		The Madeleine Parish	OR
		The Tucker-Maxon Oral School	OR

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

Southwest Neighborhoods, Inc	OR	St John the Baptist Greek Orthodox Church	OR
Wallowa Valley Center For Wellness	OR	Parkinson's Resources of Oregon	OR
KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR	Oregon Independent Automobile Dealers Association	OR
Joy Church Eugene	OR	COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON	OR
Portland Yacht Club	OR	St. Elizabeth Ann Seton Church	OR
League of Women Voters	OR	St Andrews Presbyterian	OR
Oregon & Southern Idaho District Council of Laborers'	OR	Oregon Rural Electric Cooperative Association	OR
Portland Police Sunshine Division	OR	THE MILL CASINO	OR
Curry Health Network	OR	Gateway Prebyterian Church	OR
United Way of Lane County	OR	Oregon Jewish Museum and Center for Holoacust Education	OR
The Lighthouse School	OR	Northwest Opening	OR
Olive Plaza	OR	Oregon State University	OR
Rogue Valley Humane Society	OR	Treasure Valley Community College	OR
Great Portland Bible	OR	Institute of Technology	OR
College Possible	OR	Unviersity of Oregon	OR
Unithed Way	OR	OREGON UNIVERSITY SYSTEM	OR
Community Energy Project	OR	University of Western States	OR
Bridgeport Community Chapel	OR	GEORGE FOX UNIVERSITY	OR
Oswego Lake Country Club	OR	LEWIS AND CLARK COLLEGE	OR
Urban League of Portland	OR	PACIFIC UNIVERSITY	OR
La Grande Foursquare Church	OR	REED COLLEGE	OR
Portland Oregon Visitors Association	OR	WILLAMETTE UNIVERSITY	OR
Barter Union International	OR	LINFIELD COLLEGE	OR
Southern Oregon Project Hope	OR	MULTNOMAH BIBLE COLLEGE	OR
Our United Villages	OR	NORTHWEST CHRISTIAN COLLEGE	OR
Youth M.O.V.E. Oregon	OR	NATIONAL COLLEGE OF NATURAL MEDICINE	OR
Samaritan Health Services Inc.	OR	BLUE MOUNTAIN COMMUNITY COLLEGE	OR
Santiam Assembly of God	OR	PORTLAND STATE UNIV.	OR
CASCADES WEST FINANCIAL SERVICES IN	OR	CLACKAMAS COMMUNITY COLLEGE	OR
Kilchis House	OR	MARYLHURST UNIVERSITY	OR
Calvary Assembly of God	OR	OREGON HEALTH AND SCIENCE UNIVERSITY	OR
Lake Grove Presbyterian Church	OR	BIRTHINGWAY COLLEGE OF MIDWIFERY	OR
Grace Lutheran School	OR	pacific u	OR
Western Mennonite School	OR	UNIVERSITY OF OREGON	OR
OEA CHOICE TRUST	OR		
American Tinnitus Association	OR		
Oregon Coast Aquarium, Inc.	OR		
HOPE POINT CHURCH	OR		
Unitus Community Credit Union	OR		

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

CONCORDIA UNIV	OR	Kartini Clinic	OR
Marylhurst University	OR	Astra	OR
Corban College	OR	Beit Hallel	OR
NORTH MARION SCHL DIST	OR	Cvalco	OR
University of Oregon - Purchasing and Contracting Services	OR	Elderhealth and Living	OR
Oregon Center For Advanced T	OR	OREGON CORRECTIONS ENTERPRISES	OR
UNIVERSITY OF PORTLAND	OR	OREGON STATE HOSPITAL	OR
Portland Actors Conservatory	OR	OFFICE OF PUBLIC DEFENSE SERVICES	OR
University Of Oregon Athletics Department	OR	Clatskanie People's Utility District	OR
Ecola Bible School	OR	PIONEER COMMUNITY DEVELOPMENT	OR
Tokyo Int'l University of America, Inc	OR	MARION COUNTY HEALTH DEPT	OR
WARNERPACIFIC COLG	OR	Ricoh USA	OR
Beta Omega Alumnae	OR	Heartfelt Obstetrics & Gynecology	OR
Oregon Institute of Technology	OR	Coquille Economic Development Corporation	OR
EASTERN OREGON UNIVERSITY	OR	CITY/COUNTY INSURANCE SERVICE	OR
Wilco Farmers	OR	COMMUNITY CYCLING CENTER	OR
Harvest Church	OR	Shangri La	OR
Society of American Foresters	OR	Portland Impact	OR
Clackamas River Water Providers	OR	Eagle Fern Camp	OR
eickhoff dev co inc	OR	KLAMATH FAMILY HEAD START	OR
Cornerstone Association Inc	OR	RIVER CITY DANCERS	OR
The Klamath Tribe	OR	Oregon Permit Technical Association	OR
advocate care	OR	KEIZER EAGLES AERIE 3895	OR
Cannon Beach Fire	OR	Pgma/Cathie Bourne	OR
Life Flight Network LLC	OR	Sunrise Water	OR
OREGON DEPT OF FISH & WILDLIFE-SAUVIE	OR	Burns Paiute Tribe	OR
COVENANT RETIREMENT COMMUNITIES	OR	Oregon Public Broadcasting	OR
PENTAGON FEDERAL CREDIT UNION	OR	La Grande Family Practice	OR
SAIF CORPORATION	OR	Linn Benton Lincoln Educational Services District	OR
GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR	SHERMAN COUNTY SCHOOL DISTRICT	OR
USAGENCIES CREDIT UNION	OR	Ricoh USA	OR
PACIFIC CASCADE FEDERAL CREDIT UNION	OR	Sphere MD	OR
LOCAL GOVERNMENT PERSONNEL INSTITUTE	OR	BIENESTAR, INC.	OR
GRANTS PASS MANAGEMENT SERVICES, DBA	OR	Solutins Yes	OR
SPIRIT WIRELESS	OR	sunrise water authority	OR
		Mountain Valley Therapy	OR
		EAsern Oregon Trade and Event Center	OR
		Waste-Pro	OR
		QUEEN OF PEACE SCHOOL	OR

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

Columbia River Inter-tribal Fish Commission	OR	SUNSET EMPIRE PARK AND RECREATION	OR
NPKA	OR	SPRINGFIELD UTILITY BOARD	OR
IBEW280	OR	Tillamook Urban Renewal Agency	OR
Confederated Tribes of Warm Springs	OR	Netarts Water District	OR
Point West Credit Union	OR	OAK LODGE SANITARY DISTRICT	OR
Oregon State Credit Union	OR	Boardman Rural Fire Protection District	OR
PIONEER TELEPHONE COOPERATIVE	OR	Tualatin Soil and Water Conservation District	OR
Halsey-Shedd Fire District	OR	Silverton Fire District	OR
Northwest Power and Conservation Council	OR	Lewis and Clark Rural Fire Protection District	OR
Oregon Funeral Directors Association	OR	Rainbow Water District	OR
Nez Perce Tribe	OR	Illinois Valley Fire District	OR
Obsidian Urgent Care, P.C.	OR	Clatskanie RFPD	OR
First Presbyterian Church of La Grande	OR	PORT OF TILLAMOOK BAY	OR
CONFLUENCE ENVIRONMENTAL CENTE	OR	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	OR
A&I Benefit Plan Administrators, Inc.	OR	METROPOLITAN EXPOSITION-RECREATION COMMISSION	OR
K Churchill Estates	OR	REGIONAL AUTOMATED INFORMATION NETWORK	OR
CSC HEAD START	OR	OAK LODGE WATER DISTRICT	OR
NORTHWEST VINTAGE CAR AND MOTORCYCLE	OR	THE PORT OF PORTLAND	OR
crescent grove cemetery	OR	WILLAMALANE PARK AND RECREATION DISTRICT	OR
IONE HIGH SCHOOL	OR	TUALATIN VALLEY WATER DISTRICT	OR
Port of Toledo	OR	UNION SOIL & WATER CONSERVATION DISTRICT	OR
Roseburg Police Department	OR	LANE EDUCATION SERVICE DISTRICT	OR
Molalla Rural Fire Protection District	OR	TUALATIN HILLS PARK AND RECREATION DISTRICT	OR
MONMOUTH - INDEPENDENCE NETWORK	OR	PORT OF SIUSLAW	OR
EUGENE WATER & ELECTRIC BOARD	OR	CHEHALEM PARK AND RECREATION DISTRICT	OR
MALIN COMMUNITY PARK AND RECREATION DISTRICT	OR	PORT OF ST HELENS	OR
TILLAMOOK PEOPLES UTILITY DISTRICT	OR	LANE TRANSIT DISTRICT	OR
GLADSTONE POLICE DEPARTMENT	OR	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR
GOLD BEACH POLICE DEPARTMENT	OR	HOODLAND FIRE DISTRICT NO.74	OR
THE NEWPORT PARK AND RECREATION CENTER	OR	MID COLUMBIA COUNCIL OF GOVERNMENTS	OR
RIVERGROVE WATER DISTRICT	OR		
TUALATIN VALLEY FIRE & RESCUE	OR		
GASTON RURAL FIRE DEPARTMENT	OR		
CITY COUNTY INSURANCE SERVICES	OR		
SOUTH SUBURBAN SANITARY DISTRICT	OR		
SOUTH FORK WATER BOARD	OR		

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT	OR	Woodburn City Of	OR
SALEM AREA MASS TRANSIT DISTRICT	OR	Brookings Fire / Rescue	OR
Banks Fire District #13	OR	City of Veneta	OR
KLAMATH COUNTY 9-1-1	OR	CITY OF DAMASCUS	OR
GLENDALE RURAL FIRE DISTRICT	OR	Hermiston Fire & Emergency Svcs	OR
COLUMBIA 911 COMMUNICATIONS DISTRICT	OR	CEDAR MILL COMMUNITY LIBRARY	OR
CLACKAMAS RIVER WATER	OR	CITY OF LAKE OSWEGO	OR
NW POWER POOL	OR	LEAGUE OF OREGON CITIES	OR
Lowell Rural Fire Protection District	OR	CITY OF SANDY	OR
TriMet Transit	OR	CITY OF ASTORIA OREGON	OR
Estacada Rural Fire District	OR	CITY OF BEAVERTON	OR
Keizer Fire District	OR	CITY OF BOARDMAN	OR
State Accident Insurance Fund Corporation	OR	CITY OF CANBY	OR
Bend Metro Park & Recreation District	OR	CITY OF CANYONVILLE	OR
Port of Hood River	OR	CITY OF CENTRAL POINT POLICE DEPARTMENT	OR
La Pine Park & Recreation District	OR	CITY OF CLATSKANIE	OR
Brookings- HArbor School District 17c	OR	CITY OF CONDON	OR
Siuslaw Public Library District	OR	CITY OF COOS BAY	OR
Tri-County Metropolitan Transportation District of Oregon ("TriMet")	OR	CITY OF CORVALLIS	OR
Columbia River Fire & Rescue	OR	CITY OF CRESWELL	OR
Fern Ridge Library District	OR	CITY OF ECHO	OR
Bend Park and Recreation District	OR	CITY OF ESTACADA	OR
Port of Garibaldi	OR	CITY OF EUGENE	OR
Seal Rock Water District	OR	CITY OF FAIRVIEW	OR
Rockwood Water P.U.D.	OR	CITY OF GEARHART	OR
Gollux	OR	CITY OF GOLD HILL	OR
Tillamook Fire District	OR	CITY OF GRANTS PASS	OR
Tillamook County Transportation Dist	OR	CITY OF HOOD RIVER	OR
Central Lincoln People's Utility District	OR	CITY OF JOHN DAY	OR
Jefferson Park and Recreation	OR	CITY OF KLAMATH FALLS	OR
City of Monmouth / Public Works	OR	CITY OF LA GRANDE	OR
McMinnville Police Department	OR	CITY OF MALIN	OR
Long Creek School District	OR	CITY OF MCMINNVILLE	OR
City of Salem Fire Department	OR	CITY OF HALSEY	OR
City of Sublimity	OR	CITY OF HALSEY	OR
City of Central Point Parks and Recreation	OR	CITY OF MEDFORD	OR
Gearhart Fire Department	OR	CITY OF MILL CITY	OR
		CITY OF MILWAUKIE	OR
		CITY OF MORO	OR
		CITY OF MOSIER	OR
		CITY OF NEWBERG	OR

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

CITY OF OREGON CITY	OR	CITY OF ALBANY	OR
CITY OF PILOT ROCK	OR	CITY OF ASHLAND	OR
CITY OF POWERS	OR	CITY OF LEBANON	OR
RAINIER POLICE DEPARTMENT	OR	CITY OF PORTLAND	OR
CITY OF REEDSPORT	OR	CITY OF SALEM	OR
CITY OF RIDDLE	OR	CITY OF SPRINGFIELD	OR
CITY OF SCAPPOOSE	OR	METRO	OR
CITY OF SEASIDE	OR	CITY OF BURNS	OR
CITY OF SILVERTON	OR	CITY OF COTTAGE GROVE	OR
CITY OF STAYTON	OR	CITY OF DALLAS	OR
City of Troutdale	OR	CITY OF FALLS CITY	OR
CITY OF TUALATIN, OREGON	OR	CITY OF PHOENIX	OR
CITY OF WARRENTON	OR	CITY OF PRAIRIE CITY	OR
CITY OF WEST LINN/PARKS	OR	CITY OF REDMOND	OR
CITY OF WOODBURN	OR	CITY OF SHERWOOD	OR
CITY OF TIGARD, OREGON	OR	City of junction city	OR
CITY OF AUMSVILLE	OR	City of Florence	OR
CITY OF PORT ORFORD	OR	Columbia Gorge Community	OR
CITY OF EAGLE POINT	OR	City of Dayton	OR
CITY OF WOOD VILLAGE	OR	City of Carlton	OR
St. Helens, City of	OR	City of Pendleton Convention Center	OR
CITY OF WINSTON	OR	City of Monmouth	OR
CITY OF COBURG	OR	City of Philomath	OR
CITY OF NORTH PLAINS	OR	City of Sheridan	OR
CITY OF GERVAIS	OR	Seaside Public Library	OR
CITY OF YACHATS	OR	City of Yoncalla	OR
FLORENCE AREA CHAMBER OF COMMERCE	OR	La Grande Police Department	OR
PORTLAND DEVELOPMENT COMMISSION	OR	City of Joseph	OR
CITY OF CANNON BEACH OR	OR	Cove City Hall	OR
CITY OF ST. PAUL	OR	NW PORTLAND INDIAN HEALTH BOARD	OR
CITY OF ADAIR VILLAGE	OR	Portland Patrol Services	OR
CITY OF WILSONVILLE	OR	City Of Bend	OR
CITY OF HAPPY VALLEY	OR	City Of Coquille	OR
CITY OF SHADY COVE	OR	City Of Molalla	OR
CITY OF LAKESIDE	OR	ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT	OR
CITY OF MILLERSBURG	OR	City of St. Helens	OR
CITY OF GATES	OR	City of North Powder	OR
KEIZER POLICE DEPARTMENT	OR	City of Eugene	OR
CITY OF DUNDEE	OR	City of Cornelius, OR	OR
CITY OF AURORA	OR	Toledo Police Department	OR
THE CITY OF NEWPORT	OR	Springfield Public Library	OR

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

City of Independence	OR	Netarts-Oceanside RFPD	OR
City of Cascade Locks	OR	UIUC	OR
City of Columbia City	OR	Rogue River Fire District	OR
City of Baker City	OR	Aurora Rural Fire District	OR
McMinnville Water & Light	OR	Tillamook County Emergency	
City of Pendleton Parks & Recreation	OR	Communications District	OR
CITY OF HEPPNER	OR	Southern Coos Hospital	OR
CITY OF SWEETHOME	OR	Oregon Cascades West Council of	
CITY OF THE DALLES	OR	Governments	OR
CLACKAMAS FIRE DIST#1	OR	MULTONAH COUNTY DRAINAGE	
DESCHUTES PUBLIC LIBRARY	OR	DISTRICT #1	OR
STAYTON FIRE DISTRICT	OR	PORT OF BANDON	OR
Lake County Chamber of Commerce		OR INT'L PORT OF COOS BAY	OR
Inc	OR	MID-COLUMBIA CENTER FOR LIVING	OR
City of Talent	OR	DESCHUTES COUNTY RFPD NO.2	OR
City of Ontario	OR	YOUNGS RIVER LEWIS AND CLARK	
City of Corvallis Parks and Recreation	OR	WATER DISTRICT	OR
North Lincoln Fire & Rescue #1	OR	PACIFIC STATES MARINE FISHERIES	
Gresham Police Department	OR	COMMISSION	OR
City of Harrisburg	OR	CENTRAL OREGON IRRIGATION	
Gladstone Public Library	OR	DISTRICT	OR
City of Portland Parks Bureau	OR	MARION COUNTY FIRE DISTRICT #1	OR
City of Astoria Parks Dept.	OR	COLUMBIA RIVER PUD	OR
Seaside Fire & Rescue	OR	SANDY FIRE DISTRICT NO. 72	OR
Florence Police Department	OR	BAY AREA HOSPITAL DISTRICT	OR
City Of North Bend	OR	NEAH KAH NIE WATER DISTRICT	OR
City of Union	OR	PORT OF UMPQUA	OR
City of Nehalem	OR	EAST MULTNOMAH SOIL AND WATER	
City of Richland	OR	CONSERVANCY	OR
CITY OF LINCOLN CITY	OR	Benton Soil & Water Conservation	
City of Donald	OR	District	OR
City of Milton-Freewater	OR	DESCHUTES PUBLIC LIBRARY SYSTEM	OR
CITY OF MADRAS	OR	CLEAN WATER SERVICES	OR
CITY OF SCIO	OR	North Douglas County Fire & EMS	OR
City of Forest Grove	OR	Crooked River Ranch Rural Fire	
City Government	OR	Protection District	OR
City of Mt. Angel	OR	PARROTT CREEK CHILD & FAM	OR
Albany Police Department	OR	South Lane County Fire And Rescue	OR
Umatilla Electric Cooperative	OR	Mill City RFPD	OR
WATER ENVIRONMENT SERVICES	OR	Lake Chinook Fire & Rescue	OR
Polk County Fire District No.1	OR	Clackamas County Water Environment	
Clatsop Care Health District-Clatsop		Services	OR
Retirement Village	OR	Amity Fire District	OR

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

CENTRAL OREGON COMMUNITY COLLEGE	OR	OFFICE OF MEDICAL ASSISTANCE PROGRAMS	OR
UMPQUA COMMUNITY COLLEGE	OR	OREGON OFFICE OF ENERGY	OR
LANE COMMUNITY COLLEGE	OR	OREGON STATE BOARD OF NURSING	OR
MT. HOOD COMMUNITY COLLEGE	OR	BOARD OF MEDICAL EXAMINERS	OR
LINN-BENTON COMMUNITY COLLEGE	OR	OREGON LOTTERY	OR
SOUTHWESTERN OREGON COMMUNITY COLLEGE	OR	OREGON BOARD OF ARCHITECTS	OR
PORTLAND COMMUNITY COLLEGE	OR	SANTIAM CANYON COMMUNICATION CENTER	OR
CHEMEKETA COMMUNITY COLLEGE	OR	OREGON DEPT OF TRANSPORTATION	OR
ROGUE COMMUNITY COLLEGE	OR	OREGON TRAVEL INFORMATION COUNCIL	OR
COLUMBIA GORGE COMMUNITY COLLEGE	OR	OREGON DEPARTMENT OF EDUCATION	OR
TILLAMOOK BAY COMMUNITY COLLEGE	OR	OREGON DEPT. OF CORRECTIONS	OR
KLAMATH COMMUNITY COLLEGE DISTRICT	OR	DEPARTMENT OF ADMINISTRATIVE SERVICES	OR
Oregon Coast Community College	OR	Oregon Board of Massage Therapists	OR
Clatsop Community College	OR	Oregon Forest Industries Council	OR
North Portland Bible College	OR	Oregon Tradeswomen	OR
OREGON COMMUNITY COLLEGE ASSOCIATION	OR	Oregon Convention Center	OR
Umpqua Valley Public Defender	OR	OREGON SCHL BRDS ASSOCIAT	OR
Teacher Standards and Practices Commission	OR	Central Oregon Home Health and Hos	OR
Salem Keizer School District Purchasing	OR	Oregon Health Care Quality Cor	OR
Kdrv Channel 12	OR	OREGON DEPARTMENT OF HUMAN SERVICES	OR
Opta Oregon Permit Technician	OR	Oregon Air National Guard	OR
Oregon Forest Resources Institute	OR	Training & Employment	OR
Office of the Ong Term Care Ombudsman	OR	State of Oregon - Department of Administrative Services	OR
Oregon State Lottery	OR	Aging and People with Disabilities	OR
OREGON TOURISM COMMISSION	OR	Department of Administrative Services	OR
OREGON STATE POLICE	OR	Oregon State Treasury	OR
OFFICE OF THE STATE TREASURER	OR	Oregon State Fair Council	OR
OREGON DEPT. OF EDUCATION	OR	Oregon DEQ	OR
SEIU LOCAL 503, OPEU	OR	Procurement Services/DAS	OR
OREGON DEPARTMENT OF FORESTRY	OR	STATE OF OREGON	OR
OREGON STATE DEPT OF CORRECTIONS	OR	OREGON JUDICIAL DEPARTMENT	OR
OREGON CHILD DEVELOPMENT COALITION	OR	Oregon State Board of Architect Examiners	OR
		Oregon Board of Chiropractic Examiners	OR
		City of Astoria Fire Department	OR

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

Columbia Gorge ESD	OR
Nehalem Bay Wastewater	OR
Association of Oregon Community Mental Health Programs	OR
VA	OR
US FISH AND WILDLIFE SERVICE	OR
Bonneville Power Administration	OR
Bureau Of Land Management	OR
Oregon Army National Guard	OR
USDA Forest Service	OR
123d Fighter Squadron	OR
Yellowhawk Tribal Health Center	OR
ANGELL JOB CORPS	OR
Coquille Indian Housing Authority	OR
COLLEGE HOUSING NORTHWEST	OR
HOUSING AUTHORITY OF CLACKAMAS COUNTY	OR
HOUSING AUTHORITY OF PORTLAND	OR
WEST VALLEY HOUSING AUTHORITY	OR
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OR
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	OR
MARION COUNTY HOUSING AUTHORITY	OR
HOUSING AUTHORITY OF THE CITY OF SALEM	OR
Housing Authority of Yamhill County	OR
The Housing Authority of the County of Umatilla	OR
homeforward	OR

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

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), City 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), City 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:

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

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

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

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.

EXHIBIT 2- U.S. COMMUNITIES DOCUMENTS

UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

ATTACHMENT A- REFERENCES

Please list five (5) Energy Consulting and Management Services contracts (public agency contracts preferred) that would be representative of your firm’s work and services. Please list at least one reference where the energy price dropped after the public agency entered into an energy contract. Referenced projects must have been ongoing for at least one (1) year or completed within the last three (3) years. If additional space is required, provide on a separate sheet. The City will contact these references.

You must verify that contact person listed is accurate and still employed with the public agency.

Reference 1

Public Agency Name: _____ Phone: _____
Contact: _____ Email: _____
Title: _____
Address: _____

Description of services provided:

Total dollar amount: _____

Reference 2

Public Agency Name: _____ Phone: _____
Contact: _____ Email: _____
Title: _____
Address: _____

Description of services provided:

Total dollar amount: _____

Reference 3

Public Agency Name: _____ Phone: _____
Contact: _____ Email: _____
Title: _____
Address: _____

Description of services provided:

Total dollar amount: _____

ATTACHMENT A- REFERENCES

Reference 4

Public Agency Name: _____ Phone: _____
Contact: _____ Email: _____
Title: _____
Address: _____

Description of services provided:

Total dollar amount: _____

Reference 5

Public Agency Name: _____ Phone: _____
Contact: _____ Email: _____
Title: _____
Address: _____

Description of services provided:

Total dollar amount: _____
