

Solicitation RFP-00254

Waste Carts, Recycling Carts, Cart Parts & Related Products and Services

Solicitation Designation: Public



Miami-Dade County

Solicitation RFP-00254

Waste Carts, Recycling Carts, Cart Parts & Related Products and Services

Solicitation Number **RFP-00254**
 Solicitation Title **Waste Carts, Recycling Carts, Cart Parts & Related Products and Services**
 Expected Expenditure **\$50,000,000.00** (This price is expected - not guaranteed)

Solicitation Start Date **Jan 24, 2016 5:15:16 PM EST**
 Solicitation End Date **Feb 24, 2016 6:00:00 PM EST**
 Question & Answer End Date **Feb 5, 2016 6:00:00 PM EST**

Solicitation Contact **Phillip Ford**
Procurement Contracting Manager
ISD - Procurement Management Services
305-375-5289
pford@miamidade.gov

Contract Duration **See Bid Documents**
 Contract Renewal **See Bid Documents**
 Prices Good for **See Bid Documents**

Solicitation Comments Miami-Dade County, Florida, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified Proposers to enter into a Master Agreement for a complete line of Waste Carts, Recycling Carts, Cart Parts and Related Products and Services.

Item Response Form

Item **RFP-00254--01-01 - Waste Carts**
 Quantity **1 each**
 Unit Price
 Delivery Location **Miami-Dade County**
No Location Specified
 Qty 1

Description

Miami-Dade County, Florida, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations, is soliciting proposals from qualified Proposers to enter into a Master Agreement for a complete line of Waste Carts, Recycling Carts, Cart Parts and Related Products and Services (herein "Products and Services").



**REQUEST FOR PROPOSALS (RFP) No. RFP-00254
FOR
WASTE CARTS, RECYCLING CARTS, CART PARTS, BINS AND RELATED PRODUCTS AND
SERVICES**

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services Division
as lead agency for the
U.S. Communities Government Purchasing Alliance and Miami-Dade Public Works and Waste Management
Department

COUNTY CONTACT FOR THIS SOLICITATION:

Phillip Ford, Procurement Contracting Manager
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-1291
E-mail: pford@miamidade.gov

PROPOSAL RESPONSES DUE:

FEBRUARY 24, 2016, 6:00 PM (LOCAL TIME)

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (see addendum section of BidSync Site). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.



COMPETITIVE SOLICITATION

BY MIAMI-DADE COUNTY

FOR

**WASTE CARTS, RECYCLING CARTS, CART PARTS, BINS AND RELATED
PRODUCTS AND SERVICES**

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

**AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES
GOVERNMENT PURCHASING ALLIANCE**

SOLICITATION NO. RFP-00254

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U.S. COMMUNITIES OVERVIEW

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

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 product bids and selection, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

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

Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$2.0 Billion Dollars in products and services annually. Each month more than 500 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

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

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

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is in Attachment 3.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 Million Dollars annually to be purchased by the Lead Public Agency and other Participating Public Agencies. 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. Miami-Dade County's estimated five-year expenditure for the products and services purchased via the proposed agreement is \$6.7 Million. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Miami-Dade County and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their respective agencies, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2014 purchased more than \$168 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

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

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

Marketplace

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

Single Award

A Single Award is anticipated to be issued as a result of the solicitation. Miami-Dade reserves the right to award the contract in the best interest of Miami-Dade County for the benefit of itself and Participating Public Agencies as a result of this solicitation.

Minimum Requirements

Any manufacturer submitting a response to this RFP shall submit U.S. Communities National Program Requirements as listed below to be considered for award.

1. Proposer must include a narrative of its understanding and acceptance of the Supplier Commitments outlined in Attachment 3, Supplier Qualifications.
2. Proposer shall complete and sign the Supplier Worksheet for National Program Consideration in Attachment 3.
3. Complete Supplier Information in Attachment 3.
4. Proposer must execute the U.S. Communities Administration Agreement (unaltered) in Attachment 3.

Failure to submit the required U.S. Communities National Program Documents shall render your proposal ineligible for award.

Evaluation of Proposals

Proposals that meet all minimum requirements 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 by participating as voting Competitive Selection Committee members. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, Florida (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified Proposers to enter into a Master Agreement for a complete line of Waste Carts, Recycling Carts, Cart Parts, Bins and Related Products and Services (herein "Products and Services").

The selected Proposer shall be responsible for the manufacturing and delivering the proposed waste carts, recycling carts, cart parts, bins and related products and services. In addition, the Proposer shall provide an asset management system that will enable the Lead Public Agency to track and manage waste carts, recycling carts, and bins. All products and services provided under the resultant contract are to be a part of a robust turn-key waste and recycling cart solution which will allow the Lead Public Agency and Participating Public Agencies to address their respective waste and recycling needs utilizing a single competitively awarded contract. Proposers shall submit pricing for required

components as listed in the Scope of Services and, in addition, provide pricing for a comprehensive manufacturer product and service list whereby all available options can be added or deleted.

The County anticipates awarding a contract for an initial five (5) year period, with one (1), five-year option to renew, at the Lead Public Agency's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:	JANUARY 22, 2016
Pre-Proposal Conference:	NOT APPLICABLE
Deadline for Receipt of Questions:	FEBRUARY 5, 2016, 6:00PM
Proposal Due Date:	See front cover for date and time.
Evaluation Process:	FEBRUARY – MARCH 2016
Projected Award Date:	JULY 2016

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The words "Agency" or "Ordering Agency" to mean the Lead Public Agency or Participating Public Agency which appropriately utilizes the awarded contract to place orders for available goods or services.
2. The word "Contractor" to mean the Proposer that receives any award of a contract from the Lead public Agency as a result of this Solicitation, also to be known as "the prime Contractor".
3. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
4. The words "Lead Public Agency" or "Contracting Agent" to mean Miami-Dade County, Florida on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations.
5. The words "Master Agreement" to mean an agreement that is made available by the Lead Public Agency after the successful completion of a competitive solicitation and selection process, wherein Participating Agencies may utilize the agreement to purchase products and services.
6. The words "Participating Public Agency" to mean 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 that elects to purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities.
7. The word "Proposal" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Products and Services, and as amended or modified through negotiations.
8. The word "Proposer" or "Supplier" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
9. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the product to be supplied/ work to be performed by the Contractor.
10. The word "Solicitation" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
11. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
12. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process;

or waive any irregularities in this Solicitation or in the responses received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Services Section, the responsible Procurement Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences and oral presentations before selection committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.5 Communication with Selection Committee Members

Proposers are hereby notified that direct communication, written or otherwise, to Evaluation/Selection Committee members or the Evaluation/Selection Committee as a whole are expressly prohibited. Any oral communications with Evaluation/Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited.

1.6 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.7 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.8 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

2.0 SCOPE OF SERVICES**2.1 OBJECTIVES**

The objectives of this solicitation and resultant contract award are:

- A. Establish the Master Agreement as a Supplier's primary offering to the Lead Public Agency, allowing Participating Public Agencies to access this Master Agreement;
- B. Achieve cost savings for the Lead Public Agency, Suppliers, and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- C. Combine the volume of the Lead Public Agency and Participating Public Agencies, estimated to be 50 million dollars annually, to achieve cost effective pricing. Refer to the section marked "Estimated Volume" on Page 5.
- D. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- E. Provide the Lead Public Agency and Participating Public Agencies with environmentally responsible products and services.

2.2 GENERAL INFORMATION

PROPOSERS ARE TO PROPOSE THE BROADEST POSSIBLE SELECTION OF WASTE CARTS, RECYCLING CARTS, BINS, CART PARTS AND RELATED PRODUCTS AND SERVICES OFFERED. ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN, AND TECHNOLOGY UNLESS OTHERWISE SPECIFIED.

As carts and bins are usually exposed to the outdoor elements, all must be able to withstand all types of outdoor climate to include high heat, consistent rain, humidity, inclement weather and cold climates.

The intent of this Solicitation is to provide the Lead Public Agency with products and services to meet its needs. Therefore, Proposers should demonstrate experience providing the Products and Services as defined in the RFP. .

2.3 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all Federal, State, and local governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.4 CART SPECIFICATIONS – MIAMI-DADE COUNTY

All carts shall meet, at a minimum, American National Standards Institute (ANSI) cart standards Z-245.30-1996 and Z-245.60-1996, or latest ANSI update. All applicable rules, regulations, laws and standards pertaining to this product must be adhered to. The following specifications supersede the standards listed above, where applicable:

- i.) The cart shall be manufactured from high-density polyethylene (HDPE). The HDPE must have a density of 0.947 to 0.968 grams cm³. The Melt Index (MI) of the HDPE must be, at minimum, 4.0.
- ii.) The cart shall have an ultraviolet (UV) inhibitor to prevent deterioration and shattering. The Ultraviolet inhibitor shall be added at a minimum of 2% by weight, or technologically advanced equivalent, thus ensuring maximum protection from the elements. The Proposer must provide documentation to demonstrate how this requirement is met.
- iii.) The cart shall be manufactured with a smooth non-textured surface inside and shall have no sharp edges on the outside.
- iv.) The cart shall be manufactured free of inside recesses, projections or other obstructions where refuse could be trapped.
- v.) The cart shall be manufactured with a narrow width design to fit through a 30 inch door opening.
- vi.) The cart shall be manufactured with a foot operated tilt feature designed in the axle area to facilitate easy tipping.
- vii.) The cart shall be manufactured with a slight taper, so that the top of the body is slightly larger than the bottom for nesting during shipment.
- viii.) The cart shall be aerodynamically designed to remain stable in winds of approximately 25-30 miles per hour.
- ix.) The cart shall be designed (whether empty or full) to remain in the upright position when the lid is thrown open.
- x.) The cart shall be manufactured with a ¼" minimum molded-in bottom wear strips for longer life.
- xi.) The cart lifting section shall be permanently molded into the cart by the manufacturer.
- xii.) The grab bar is preferred to be permanently molded into the cart by the manufacturer. A metal grab bar will be considered.
- xiii.) With the exception of the metal axle, and possibly the metal grab bar, there shall be no other metal attachments, metal framing, or nuts and bolts on cart.

A. Cart Compatibility with Truck Loading System(s)

Carts are required to be compatible with standard truck mounted cart grabbing system(s) where the vehicle's arm empties the cart contents into the vehicle's waste receptacle. The cart shall be designed to be picked up and dumped by a semi-automated or fully automated lifting device that picks up the leading side of the cart and inverts it while preventing it from falling into the truck hopper. The cart shall function regularly and efficiently with a mechanized collection system. Carts must meet the truck grabber system requirements as specified below and shall be tested and

evaluated as follows:

i.) Cart Testing Program to ensure Cart Compatibility with Truck Loading System(s)

Prior to award, the Proposer may be asked to deliver samples of each cart size and type for testing at no cost to the Lead Public Agency. The Lead Public Agency will not be responsible for returning samples. Cart samples shall be delivered at the location identified within the notification sent by the Lead Public Agency within seven (7) calendar days.

The sample carts testing program shall be conducted as follows:

Proposers, at a minimum, shall be required to provide three (3) sample carts to include one (1) 35 gallon cart, one (1) 64/65 gallon cart, and one (1) 95/96 gallon cart from each manufacturer product proposed. Each of the sample carts shall be labeled with the Proposer's name and RFP number and title. Sample carts shall be evaluated by filling to capacity, picked up by the truck grabber system and have the contents dumped into the truck hopper. This process will be repeated twenty-five (25) times per sample cart. If the Lead Public Agency's testing program determines that the cart is not compatible with the truck grabber system or the cart fails the test, the Proposer may not be considered for award. The meeting time, date, and location of the sample cart tests will be published to all Proposers that are to be evaluated in the event the Proposer desires to observe the test. See Section 4.5, Demonstration and Oral Presentations.

The Lead Public Agency reserves the right to conduct the testing as outlined above, modify such testing or waive such right at its sole discretion based on the needs outlined.

B. Cart Lid and Handle

The proposed cart lid shall be a one-piece construction and be manufactured from the same material and color as the cart body unless otherwise specified by the Lead Public Agency. It shall be of such a configuration that it will not fade, warp, bend, slump, or distort to such extent that it no longer fits the cart properly or becomes otherwise unserviceable. An ultraviolet inhibitor is required. The inhibitor shall guarantee effectiveness against sun deterioration or the lid becoming brittle due to exposure.

The cart section will be furnished with a hinged lid, with the hinge to the rear of wheeled section. Two-wheeled cart lids that are hinged shall be marked with a statement such as, "CLOSE LID BEFORE MOVING", at the Ordering Agency's discretion. Lids shall be curved or built up to drain and shall be light and stiff for convenient handling. Lids shall sit flush or overlap the sides, but may flare out so they will not bind against the sides if the container is distorted by the lifting device. The lid must have a molded memory that returns to its original shape if distorted by the lifting device, so that the lid closes completely.

Lids shall be securely attached to the cart without the use of nuts and bolts and shall be hinged to open using gravity as the cart is dumped. The lid shall open to a position of 270 degrees from the closed position and hang open without stressing the lid, cart body or tipping over the cart.

The proposed cart lid should prevent the intrusion of rain water, rodents, birds, and flies and prevent the emission of odors. It should enable the free and complete flow of material from the cart during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism. The lid shall not blow open during inclement weather conditions. Users of the cart should be able to conveniently and easily open and close the lid throughout the serviceable life of the cart. The cart lid and body must be of such design and weight that would prevent an empty cart from tilting backward when lifting the lid open. Lids should be designed to be easily removed in the event of damage or failure; the hinge assembly shall not be capable of being readily removed by the public, by hand or with ordinary tools. Lids will not have a locking device.

Handle attachments must be of durable construction and may be integrally molded or metal.

C. **Cart Wheels**

1. Each cart shall be furnished with two (2) plastic molded, minimum 1 3/4" cross-section snap on wheels, and each wheel shall be furnished with an inner lock pin made out of a corrosion resistant material. Wheels shall be molded from first quality 100% virgin high-density polyethylene (HDPE) resin or high-density polyethylene (HDPE) resin that may include recycled HDPE material. A quiet tread is required. Wheels must be secured to the axle by a means that resists hard set downs, pushing, pulling, and testing. Wheel bearings, if provided, shall be maintenance-free and self-lubricating.
 - Cart wheels for the 95/96 gallon carts must have a minimum diameter of 10 inches, however, 12 inch wheels are preferred.
 - Cart wheels for the 64/65 gallon carts must have a minimum diameter of 10 inches.
 - Cart wheels for the 35 gallon carts must have a minimum diameter of 8 inches.
2. Each Ordering Agency, at its sole discretion, may opt to request that each cart be furnished with two (2) rubber wheels. The wheels shall consist of a minimum 1 3/4 inches cross-section, solid rubber tires pressed onto hubs. Wheels must be secured to the axle by a means that resists hard set downs, pushing, pulling, and testing. Wheel bearings, if provided, shall be maintenance-free and self-lubricating.
 - Cart wheels for the 95/96 gallon carts must have a minimum diameter of 10 inches, however, 12 inch wheels are preferred.
 - Cart wheels for the 64/65 gallon carts must have a minimum diameter of 10 inches.
 - Cart wheels for the 35 gallon carts must have a minimum diameter of 8 inches.

D. **Cart Axle**

Each cart shall be furnished with a 5/8 inch minimum solid steel axle with corrosion resistant coating that shall be securely attached to body by molded axle retainers. The axle must slide in the cart bottom and must not be exposed to contents inside of the container. Metal attachments are not acceptable.

E. **Cart Markings**

1. Manufacturer Information: Carts shall be permanently identified with 1) manufacturer's name or trademark, 2) model, 3) year and month of manufacture, 4) manufacturer's maximum load weight rating and 5) volumetric capacity.
2. Standards: Carts shall be clearly marked that they are designed and manufactured in accordance with ANSI Standards. If the cart conforms to the requirements of one or more of the standard container types specified in ANSI Z245.60-1996 or latest update, the marking shall include: "CONFORMS WITH ANSI Z245.60-1996 (or latest update), TYPE B (barlock) and G (automated) ANY REPAIR, RECONSTRUCTION, OR MODIFICATION MUST ALSO CONFORM TO THIS STANDARD."
3. Logo: An Agency logo will be inscribed or hot-stamped in white color on both sides of the body of the cart. Decals,

stickers or surface paint are not acceptable. In order to maintain consistency with existing cart markings, the Lead Public Agency requires the exact, or minimally altered, logo appearance as is currently utilized (See Attachment 4). Size variations shall not exceed ½ inch in any direction. Final art approval is at the discretion of the Ordering Agency. The logo shall be in the shape of a rectangle and sizes shall be per cart size, as follows:

- 95/96 Gallon Cart - 7" H x 11 ¼ W
- 64/65 Gallon Cart - 6" H x 9" W
- 35 Gallon Cart - 3" H x 6" W

The Lead Agency and/or any Participating Agency reserves the right to change the shape and sizes of the logo if deemed necessary.

4. Required Cart Identification: A serial number must be placed in at least one (1) location using materials and an application method that is highly durable and appropriate to the weather and waste environment. The serial number must be in a position that will permit unobstructed visibility while the containers are nested or stacked (as received upon delivery), with a preferred location above the entity logos on either side. The Proposer will include the ongoing ability to view the serial number under normal wear and tear conditions in an exposed environment in the cart warranty. The Proposer may offer relevant options for upgraded, alternate methods and/or a method of replacing lost/damaged serial numbers. Acceptance of alternatives shall be at the discretion of the Lead Agency or any Participating Agency. The starting number shall be determined by the Ordering Agency, and updated upon request.
5. Instructions for Use of Cart: All cart lids shall be clearly embossed with raised letters and inscribed, or hot-stamped onto the outside of the lid near the front. Verbiage shall be in up to three languages, to include English, Spanish and Creole, and will be finalized by the Agency prior to an order being placed. The Agency shall reserve the right to change the verbiage or request the verbiage in another language other than those listed below as long as it is provided by the Agency to the vendor prior to cart production.
 - a) The language for waste carts should be customizable and shall include at least the following:
 - Property of (Agency)
 - For Customer Service Call _____
 - Keep Lid Closed
 - This Side Toward Street
 - No Construction Material
 - No Flammable Material
 - b) The language for recycling carts should be customizable and shall include at least the following:
 - Property of (Agency)
 - For Customer Service Call _____
 - Keep Lid Closed
 - This Side Toward Street
 - Recyclable Materials Only
6. Recycled Content Symbol: To comply with Florida State Law relating to identification of recycled plastic materials, the recycling symbol and a number indicating the type of plastic used shall be embossed on all carts or lids. The marking shall be at least 3" x 3" or compliant with current regulations, and shall meet Society of Plastic Industry (SPI) voluntary coding system.

2.5 BAR CODE/SERIAL NUMBER LABEL FOR RETROFIT – MIAMI-DADE COUNTY

The selected Proposer shall provide bar code/serial number labels that may be permanently adhered to existing carts. Labels shall be made of durable plastic, use permanent adhesive and ensure a life expectancy of at least five (5) years. The label adhesive shall be durable, anti-fading, wrinkle resistant and resistant to extreme weather conditions such as: heat, cold, high humidity and high volume water pressure. The bar code/ serial number label shall be capable of attaching to various manufacturer carts. At a minimum, the labels should adhere to: Schaefer, Cascade, Otto, Rehrig and Toter Carts and bins.

2.6 RFID LABEL FOR RETROFIT OF EXISTING CARTS - MIAMI-DADE COUNTY

The selected Proposer shall provide RFID/serial number labels that may be permanently adhered to existing carts for various manufacturers. Labels shall be made of durable plastic, use permanent adhesive, and ensure a life expectancy of at least five (5) years. The label adhesive shall be durable, anti-fading, wrinkle resistant and resistant to extreme weather conditions such as: heat, cold, high humidity and high volume water pressure. The RFID/serial number label shall be capable of attaching to various manufacturer carts. At a minimum, the labels should adhere to: Schaefer, Cascade, Otto, Rehrig and Toter Carts and bins.

2.7 COLOR IN MOLD LABELS (OPTIONAL) – MIAMI-DADE COUNTY

At the discretion of the Ordering Agency, the selected Proposer's cart/recycling bin(s) may be requested to have color in mold labels as an alternative/additional feature to the agency logo, or other identifying information such as the barcode/ RFID labels. This optional feature, to be priced separately within Form B-1 "Price Proposal", will provide the ability to have in mold color labels using injection mold to fuse the label to the container as it is being molded.

2.8 RFID HARDWARE FOR NEW CARTS - MIAMI-DADE COUNTY

The selected Proposer shall have the ability to provide embedded RFID tag technologies that allow for the tracking and distribution of the carts purchased by each Ordering Agency. This is a feature that may be elected by the Ordering Agency, and shall be tied to compatible RFID readers integrated into the operating software system that allow for tracking, distribution, and assignment.

The selected Proposer must be capable of producing and shipping carts and associated containers with an embedded UHF RFID tag that has been pre-configured and programmed at the manufacturer's production facility. The selected Proposer shall configure and provide to each Ordering Agency that elects to utilize this feature. Additionally, compatible hand-held RFID tag reader(s) are to be provided to each Ordering Agency based on the number of carts purchased that will provide the necessary functionality throughout the term of the resultant contract and any option exercised by the Lead Public Agency.

At a minimum, the proposed RFID Hardware, RFID tag reader device(s), and associated software functionality shall be as follows:

1. RFID tag must be installed within the cart container body, with no exposure to the outside elements. RFID tags affixed to the container lid or placed inside of the container are unacceptable. The serial number/bar code shall contain ten (10) total alphanumeric digits, including a three (3) digit prefix that indicates the container size, city/brand plate identification and type, followed by a unique seven (7) digit serial number. The serial number

bar code must be the same number as what is used to identify the container for warranty purposes. Adhesive or sticker RFID tags and/or bar codes will not be acceptable on new production containers.

2. Selected Proposer is responsible for the cart container manufacturer to provide and maintain a web based software system that allows for the electronic database, established for each Ordering Agency, to be viewed and edited. The software system (System), at a minimum, shall provide information as to each Ordering Agency's specific RFID data and associated information for all products and services purchased against the resultant contract. The System must be capable of including each cart container's RFID tag, container size, container type, and assignment address. System should be capable of exporting Ordering Agency data in a flat file upon request. Additionally, the System should be capable of reporting and allowing for data to be extracted into Microsoft Excel or other similar type of application.
3. RFID tag inlay must be passive Gen 2 UHF tag and have an optimal operating frequency of 860-960 MHz and have an operating temperature of -40°F to +149°F. The dry inlay must meet ISO/IEC 18000-6C and EPC global C1G2 protocol.
4. RFID tag used in manufacturing has been tested and certified with an IP67 rating. The testing certification requirements consist of (1) 1mm Probe per EN 60529, (2) Dust circulation per EN 60529 and (3) Temporary Immersion per EN 60529.
5. RFID tag must be encoded and verified at the manufacturing facility to ensure that it is working properly prior to shipment.

2.9 RFID Tag Reader Device - Minimum Requirements MIAMI-DADE COUNTY

The selected Proposer must supply and maintain hand-held RFID tag readers which are compatible with the RFID tags installed in the carts as specified above. The Lead Public Agency prefers that this reader also read existing Bar Codes. The proposed readers should be reasonably lightweight, user-friendly, possess extended battery life, be ruggedized and capable of operating via a choice of connection options (cellular service or Wi-Fi). The readers must be capable of a wired download as a back-up solution should there be a network problem and retain all data until the network is available. As part of the proposal submission package, Proposers are to provide full detail to their approach and methodology on how these services will be completed.

The selected Proposer shall supply all required accessories to operate the reader devices in the field. This shall include but not be limited to a wall charger, car charger, case or holster as appropriate to the design must be included. An all-inclusive annual lease price and a one-time purchase price of each hand-held scanner are required. Proposers are to provide the various pricing options as requested within Form B- "Price Proposal Schedule".

The reader device, must include at minimum, a one (1) year warranty if purchased. In addition, options for extended warranties to include pricing should be made available by the Proposer. Defective units will be returned to the Proposer for replacement within 30 days. The Proposer shall replace the returned item within ten (10) business days from the receipt of the returned item. The Proposer must include appropriate training materials and live training courses (hard copy, electronic copy, web-based, power point. etc. as appropriate) for users at no additional cost.

2.10 Cart Spare Parts – MIAMI-DADE COUNTY

The awarded Proposer shall make available for purchase: new, and/or post-consumer recycled parts compatible with the carts purchased by the Ordering Agency under this contract. All parts supplied will meet ANSI Standards and manufacturer's specifications and standards for parts currently being distributed on new 35, 64/65, and 95/96 gallon waste carts and recycling carts specified in Section 2.4. Cart Specifications. Original spare parts shall be available

throughout the ten (10) year warranty period of each cart.

2.11 Cart Training Course – MIAMI-DADE COUNTY

The awarded Proposer shall provide each Agency with a one-time training course which will cover detailed cart assembly and repairs within 30 days from the: 1) initial purchase order or, 2) purchase orders of new types of carts/bins. This course must be provided in real-time with an opportunity for questions and answers but may take place virtually. This course will be at no cost to the Agency.

2.12 Recycling Bin Specifications – MIAMI-DADE COUNTY

All recycling bins shall meet, at a minimum, American National Standards Institute (ANSI) cart standards Z-245.30-1996 and Z-245.60-1996, or latest ANSI update, or equivalent. All applicable rules, regulations, laws and standards pertaining to this product must be adhered to.

The following specifications supersede the standards listed above where applicable:

- A. The bin shall be made from high density polyethylene containing a minimum of twenty (20%) post-consumer recycled plastic.
- B. The bin material shall contain ultra violet stabilizers and be resistant to fading or breakage due to the exposure of sunlight. An ultraviolet inhibitor shall be added at a minimum of 2% by weight, or technological equivalent, thus ensuring maximum protection from the elements. Warranties shall guarantee the ultraviolet effectiveness and sun exposure causing deterioration or shattering of the carts/bins or lids will be cause for replacement by the awarded Proposer on the grounds of improper use of inhibitor. The Proposer must provide documentation to demonstrate how this requirement is met.
- C. The bin shall be new, unused and clean.
- D. The bin shall have capacity of approximately eighteen (18) gallons, weigh a minimum of five (5) lbs. empty, and shall be capable of supporting seventy (70) pounds.
- E. The bins shall be rectangular in shape with solid sides as opposed to open grid sides.
- F. The bin material shall have no sharp edges.
- G. The bin drainage design must allow the retention of small amounts of liquid spillage while allowing for drainage of precipitation.
- H. The bin shall have a nesting ratio of greater than or equal to 3.5 to 1 to allow for economical storage for containers.
- I. The bins shall be clearly marked that they are designed and manufactured in accordance with ANSI standards or equivalent: If the bin conforms to the requirements of one or more of the standard bins types specified in ANSI Z245.60-1996 (or attest upgrade), or equivalent, the marking shall include: "CONFORMS WITH ANSIZ245.60-1996" (or latest update).

- J. The Agency logo and additional program information shall be inscribed or hot Stamped in white color on the front of the bin. Decal stickers or surface paint are not acceptable. The logo shall be a 4 ½" H x 9" W rectangle.
- K. Recycled Content Symbol: To comply with Florida State Law relating to identification of recyclable plastic materials, the recycling symbol and a number indicating the type of plastic used shall be embossed on the carts. The marking shall be at least 3" x 3" or compliant with current regulations, and shall meet Society of Plastic Industry (SPI) voluntary coding system.

2.13 Color Choice(s) for Carts/Recycling Bins – MIAMI-DADE COUNTY

The Proposer must submit color catalogs of all possible color options to include standard and special order. Up to eight (8) sample swatches of colors may be requested at no cost to each Agency. Each Agency reserves the right to change the color of the cart and/or lid at a later date, and reserves the right to order multiple colors as necessary. Color shall be ultraviolet light stabilized to reduce fading during normal use. The color shall be non-fading throughout the warranty period. Proposers should include as part of their proposal response, the standard colors available at no cost for the recycling bins and carts.

2.14 Delivery of Carts/ Recycling Bins – MIAMI-DADE COUNTY

The awarded Proposer shall make deliveries of waste carts, recycling carts, cart parts and bins to the Agency within 45 calendar days after the date of the purchase order. In cases where the delivery and availability will be delayed, the awarded Proposer shall notify the Agency within 48 hours from the date of the purchase order. If the Agency approves, a revised delivery schedule may be established.

The awarded Proposer shall furnish the following per order at the time of order delivery, at no cost to the Agency:

- A. Ten (10) instruction manuals for each cart/recycling bin size or type
- B. One (1) digital instruction manual for each cart/recycling bin size or type
- C. Ten (10) copies of the Safety Data Sheet (SDS) or Materials Safety Data Sheet (MSDS) for the materials used in the manufacturing of each cart/recycling bin size or type
- D. One (1) digital copy of the Safety Data Sheet (SDS) or Materials Safety Data Sheet (MSDS) for the materials used for the manufacturing of each cart/recycling bin

2.15 Packing Slip/Delivery Ticket to Accompany Items during Delivery – MIAMI-DADE COUNTY

The awarded Proposer shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this contract. The packing slip shall be included with the product and shall be made available to the Agency authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information:

- purchase order number
- date of order
- a complete listing of items being delivered
- range of serial numbers of carts being delivered, and
- back-ordered quantities and estimated delivery of back-orders, if applicable.

2.16 Cart/Recycling Bin Warranty Requirements – MIAMI-DADE COUNTY

Cart Warranty:

The awarded Proposer shall fully guarantee the performance of the carts and warrant carts against defects in materials and workmanship for a minimum of ten (10) years on all carts after the date of acceptance of the product. Warrantable carts delivered by the awarded Proposer that fail within the warranty period shall be replaced and warranted for the remainder of the warranty period. For purposes of this section, a cart shall be defined as a complete unit, including a full lid assembly, all hot stamping, all in-mold labels, all embossing, wheel assembly, hardware, serial numbers/bar codes, and all other components (as applicable). During the warranty period, the awarded Proposer shall replace defective carts/ parts at no additional cost to the Agency, including transportation and handling. The warranty term will survive the contract term.

Recycling Bin Warranty:

A ten (10) year warranty term is preferred, however, the awarded Proposer shall fully guarantee the performance of the recycling bins and warrant bins against defects in materials and workmanship for a minimum of five (5) years on all bins after the date of acceptance of the product. Warrantable bins delivered by the awarded Proposer that fail within the warranty period shall be replaced and warranted for the remainder of the warranty period. For purposes of this section, a bin shall be defined as a complete unit, including all hot stamping, all in-mold labels, all embossing, hardware, serial numbers/bar codes, and all other components (as applicable). During the warranty period, the awarded Proposer shall replace defective bins/parts at no additional cost to the Agency, including transportation and handling. The warranty term will survive the contract term.

Examples of defects in materials and workmanship shall include, but are not be limited to:

- a. Failure of the lid to prevent rainwater from entering the cart when in the closed position
- b. Damage to the cart body, lid or any component parts through opening or closing the lid
- c. Failure of the lower lift bar from damage during interface with standard ANSI approved lifting devices
- d. Failure of the body and lid to maintain their original shape
- e. Damage or cracking of the cart body through normal operating conditions
- f. Failure of the wheels to provide continuous easy mobility as originally designed
- g. Failure of any part to conform to standards as specified herein
- h. Failure of ultraviolet effectiveness resultant of sun exposure causing deterioration or shattering of the carts or lids will be cause for replacement by the awarded Proposer on the grounds of improper use of inhibitor
- i. Failure of barcode/RFID tag to be read by the appropriate device

THE PROPOSER'S WARRANTY IS UNDERSTOOD TO INCLUDE AND COVER ALL ISSUES REFERENCED IN SECTION 2.16, WHETHER STATED IN PROPOSER'S WARRANTY OR NOT.

A. Replacement

Any cart/recycling bin or component parts that does not conform to the technical requirements, as deemed by the Agency, or that fails by reason of inadequate or improper materials, defective workmanship, insufficient resistance to weathering or for any other cause whatsoever other than negligence or abuse shall be replaced within forty-five (45) calendar days from notice to the awarded Proposer, at no cost to the Agency.

B. Cart Replacement Parts

The awarded Proposer shall provide to the Agency all cart components for use as replacement parts of defective and unserviceable carts still under warranty, at no cost to the Agency. Replacement parts shall be the same or superior in quality and performance as the original equipment manufactured parts. In the event that the awarded Proposer is unable to provide the Agency with any replacement part for a period longer than forty-five (45) calendar days, the Proposer shall be liable for providing new replacement carts. For each unavailable cart part requested by the Agency, the Proposer's maximum liability shall not exceed the cost of a new, replacement cart delivered to the Agency.

The specialized tool sets required for cart repairs shall be replaced at no cost to the Agency, as requested by the Agency. The Agency shall not seek warranty replacement to exceed twenty-five (25) sets of specialized tools per contract period.

C. Responsibility for damage or loss

The awarded Proposer shall not be responsible for damage or loss of carts/bins due to vandalism, abuse, neglect, theft or acts of nature subsequent to delivery and acceptance by the Agency. To the extent that the cart/recycling bin conforms to the solicitation requirements, the awarded Proposer shall not be responsible for damage or loss due to fire.

D. Claim Procedures

The Agency may remove a cart/recycling bin from residential service for repair or replacement at any time, regardless of the cause of defective performance. For carts/ recycling bins that are subject to a warranty claim (Warrantable Carts/Recycling Bins), but repairable, the Agency may elect to install replacement parts such as wheels, grab bars and lids. However, this action will in no way waive the warranty requirement of the carts/recycling bins. All carts that are identified as not repairable, as determined by the Agency, and are Warrantable Carts/Recycling Bins, shall be replaced as discussed in section 2.16.

In the event that a Warrantable cart/recycling bin or component part is identified by the Agency as requiring complete replacement, then the Agency shall retain the Warrantable cart/recycling bin or component part and promptly notify the awarded Proposer in writing of its warranty claim. Within forty-five (45) calendar days of this notification, the awarded Proposer shall honor the warranty claim by delivering a replacement cart to the Agency. If the awarded Proposer contests the warranty claim, notice must be submitted in writing to the Agency's contract manager within fourteen (14) calendar days. In the case of a contested claim, resolution must be reached 60 days after the initial claim was filed.

The awarded Proposer may visually inspect the Warrantable Cart/recycling bin or component part during the forty-five (45) calendar day post-notification period. The awarded Proposer may, upon its inspection of damaged carts/bins/parts, challenge its obligation to replace subject carts/bins/parts on the basis that the failure resulted from either negligent handling and/or abusive use. The Burden of Proof when contesting warranty claims shall be placed solely on the awarded Proposer. Such proof shall be in writing with specific details as to the exact cause of the defect. The Agency will consider the details of the awarded Proposer's contested item.

In the event of a contested warranty claim, the Agency and the awarded Proposer shall use their best efforts to mutually resolve the disagreement. In the event that the Agency and the awarded Proposer cannot resolve their disagreement within forty five (45) calendar days subsequent to the awarded Proposer's notice, the Ordering Agency's determination shall be final.

2.17 Product Returns – MIAMI-DADE COUNTY

An agency may elect to return to the awarded Proposer any unused item within sixty (60) business days of receipt and acceptance of that item by the Ordering Agency if the item is determined to be defective by the Agency. Items will be returned with all original documentation. The awarded Proposer must supply a pre-authorized return receipt for returned items upon request. All return costs for defective items returned pursuant to this section will be borne by the awarded Proposer.

2.18 Cart/Recycling Bin Buy Back Program – MIAMI-DADE COUNTY

The awarded Proposer shall provide its best monetary offer to buy back each non-warrantable cart/recycling bin size to include transportation and processing from a location determined by the Agency.

2.19 Required Asset Management Solution to include Software and Hardware – MIAMI-DADE COUNTY

Waste and recycling carts shall be provided with automated software capable of inventory management up to and including final disposition, work order processing, and reporting. The data within the software shall be made available to the ordering agency no later than seven days from a written request, in all available formats, throughout the term of the contract and any extensions or renewal periods exercised. Appropriate training materials and live training courses (hard copy, electronic copy, web-based, power point or additional formats) must be provided to users at no cost. The Proposer's software shall at a minimum perform the functions listed below.

A. Software: Asset Management Program and Work Order Solution

The software shall:

- Be offered as a web based, hosted solution by the Selected Proposer and not require any additional installation on end user equipment; only a browser and internet connection are needed for access;
- Provide users access availability twenty-four (24) hours per day, seven (7) days a week, 365 days per year
- Include technical support at no additional cost from 7am to 6pm, Eastern Standard Time, Monday through Friday. The option for Saturday support is preferred. Additional support costs must be included in the pricing form.
- Ability to customize tiered levels of role-based security permissions where technicians and management have different permissions based on their respective roles Provide inventory management capabilities to include progress tracking of container shipments
- Transmit in real time service requests, modified service requests, replacement requests and repair work orders
- Allow the user to scan bar codes and/or RFID tags to identify and track each cart/recycling bin associated with a specific customer address that is located/maintained in the current Waste Collection System (WCS).
- Maintain the database for the purpose of identifying and managing carts inventory with all appropriate fields, including but not limited to: a unique cart serial number (corresponding to the bar code), cart size, cart color, Purchase Order No., delivery date and other cart-related features/data as needed, including condition (i.e., good, poor, return for warranty repair/replace)
- Have the capability to add newly delivered carts (and their various characteristics) coming from the Manufacturer to the inventory (database) via scanning of the bar code with a handheld device at the time of

delivery (e.g., as a load is delivered, staff scans each cart delivered, confirms agreement with delivery/packing list); all such additions to be identifiable by date and time-stamp and user performing the scan will be included in the database

- Provide the capability of adding information regarding carts to be shipped to the system, but it must remain in a pending file until the agency “releases” each cart into regular status upon verification that the actual shipment matches the file listing
- Provide the capability to add existing (non-barcoded or non-RFID) carts to the inventory (database) via placement of retrofit compatible bar codes on the carts and subsequent scanning of the bar code accompanied by appropriate data entry); all such additions to be identifiable by date & time-stamp and user performing the scan
- Provide ability to automatically deduct carts from inventory based on work orders (involving delivery of a new cart, refer to Work Order processing below) and/or major distributions
- Provide ability to pre-program and send “alerts” to designated staff when existing inventories (by class, color, size, etc.) reach a pre-defined low point, reminding them to re-order. Inventory markers must have the ability to set a minimum level, maximum level, re-order point, and lead time. The re-order point should automatically alert the appropriate individual to begin the order process.
- Provide standard software upgrades/updates at no additional cost to the Ordering Agency throughout the contract period.

B. Lead Public Agency Interface Requirements

The selected Proposer shall be required to configure and develop the following interfaces for the Lead Public Agency:

- Proposed solution will be capable of accepting service requests from other defined systems (e.g., WCS, 311, Route Smart, etc.) via a standard format API (Application Programming Interface) and also permit manual entry of service requests as needed.
 - Specifically, the proposed solution must be able to accept work orders/service requests for service work related to carts, (e.g., repairs, replacements, new distribution to new accounts, etc.) from the WCS, preferably in real time using web services.
 - The required fields will include but will not be limited to: address, (waste) account number, garbage route number, type of cart (garbage or recycling), cart size (in gallons), and cart barcode number (if available) date and time of service request and specific type of request (e.g., repair, replacement, etc.) by numeric request code.
 - Proposer solution should also have the ability to receive the service requests from a routing application via a standard routing interface (e.g. CSV, comma delimited text, web services, DB scripts, access or ESRI shape file.
- Proposed solution will be capable of allowing for all results of work order request servicing to be “returned” to other systems (e.g., WCS, 311, etc.) via a Standard format API (Application Programming Interface).
 - The proposed solution must be able to return information regarding the status of work orders/service requests related to carts addressed by the carts servicing crews to the WCS, again preferably in real time using web services.
 - The required fields will include but will not be limited to: address, (waste) account number, garbage route number, a description of the resolution/completion by type (e.g., repair, replacement, etc.) by numeric code, type of cart (garbage or recycling), cart size (in gallons), and cart barcode number (of replacement unit if applicable) and the date and time of the request completion.
- **PLEASE NOTE (Interim Processing)** Due to the fact that a new Waste Collection System (WCS) is currently in development, and may not be completed and implemented in advance of the delivery of the Proposed

Solution, it may be necessary for the proposed Solution to provide a temporary means of exchanging data via batch processing with the current Mainframe WCS, presumably via uploads of file extracts (of service request data) from the WCS with downloads (of service completion data) from the proposed Solution being returned to the WCS.

- Proposed solution will be capable of work order processing and provide for the geographical grouping of repair requests to the various repair crews (into the zones or groups of garbage routes which a given cart crew will service)
- Proposed solution will need to provide the data in a file format of the service requests that will be suitable for possible future use with a routing software.
- Proposed solution will provide for the make each zone's or cart crew's daily list of addresses to be serviced, available to the specific handheld device of that crew.
- Provide a highly intuitive and easy user interface that will, via a customizable drop-down list, allow the cart crew/user to select the action(s) taken to "close" the service request (e.g., repair broken wheel, replace lid, etc.) inclusive of scanning the cart to be delivered; the software should prevent "closing" without a successful scan of new cart delivered and will remind the user to bar code or RFID, and scan the cart being removed and add relevant data to the inventory database (if applicable)
- Allow for input related to requests that could not be "closed" for any number of reasons (primarily "no cart left out for servicing"), which will be segregated for appropriate re-processing with the next day's requests; the software will enable the "closing" of a second visit regardless of the visit outcome

Data Reporting Tool Requirements

- Proposed solution will provide the ability to generate reports including pre-programmed/automatically generated (and emailed) reports on a daily, weekly or monthly basis, as specified
- Proposed solution will be capable of producing reports on a customized ad hoc basis
- Proposed solution will provide capability to provide reports in various file formats for export to include at least PDF, Excel and Text File
- Proposed solution will have the ability to provide a dashboard style of data presentation in real time for both inventory and work order data sets.

2.20 Pricing – MIAMI-DADE COUNTY

- A. Prices submitted must be all inclusive, FOB destination Miami, Florida with no add-on charges permitted. The Proposer shall quote a firm, fixed price for the items listed in the Scope of Services and Form B-1. Prices shall include all costs associated with the product or service including labor, equipment, supplies, management, travel, etc. The proposer must demonstrate that the proposed pricing is its best pricing to Miami-Dade County and Participating Public Agencies, exclusive of shipping costs to other Participating Public Agencies. .
- B. Cart/Recycling Bin Price Adjustments: It is the Awarded Proposer's responsibility to submit a request to modify cost under this contract twice per year. Prices quoted shall be firm for the first six (6) months of the contract period. After the first six (6) months, pricing for the cart component only of this proposal must be revised based on the price change in HDPE resin for Large Buyer Contract prices for Medium Quality Injection Molding as documented by the Chemical Data Monthly Petrochemical & Plastics Analysis Report as produced by Chemical Data (CD), 111 North Loop West, Suite 1140, Houston, Texas 77008. Price adjustments as a result of resin increases or decreases will only be allowed twice per contract year, and resin prices at the beginning of the six (6) month term shall be used for the entire six (6) month period. For example, March 2016 CDI pricing will be utilized for orders placed in April 2016, May 2016, June 2016, July 2016, August 2016, September 2016.

Should the market price of resin increase or decrease from the initial proposed unit price, the increase/decrease will be reflected in the unit price per cart for the term of the contract, for the amount of resin per pound per cart (95/96 and 64/65 and 35 gallon) as specified in this proposal. Any cost adjustment may not exceed a 5% increase per contract year.

Proposer shall submit its proposed price changes in writing at least twenty (20) days prior to the following six (6) month period, even if the recommendation is to keep pricing the same as the previous six (6) month period. This justification will ensure that any potential price decreases are not overlooked. All requests for a price change are subject to written acceptance from the Lead Public Agency before becoming effective. Proposer shall provide the following:

- I. Proposer shall provide proof of the validity of a request for a price change or no change and it shall be the responsibility of the Proposer to, at a minimum, provide certified documentation including the CDI monthly report for the correct period.
- II. Proposer shall provide the fully calculated adjustments for all products available through the awarded contract, including updated price sheets showing the new unit prices for all products. The Lead Public Agency reserves the right to accept or reject any price increase(s) and to cancel any and all item(s) under the contract for which price increase(s) is/are considered unacceptable.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the Lead Public Agency to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by a Competitive Selection Committee which will evaluate and rank proposals on criteria listed below. The Competitive Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with

their respective weights for a maximum total of one hundred (100) points per Competitive Selection Committee member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's Information to include: Tab 1: Cover letter Tab 2: Executive summary Tab 3: Proposer profile, and Tab 4: Proposer's relevant experience and past performance	20
2. Solicitation Requirements: Tab 5: Scope of Service Requirements to include specified Carts/Bins and Asset Management Software (Sections 2.1-2.17)	30

<u>Price and National Program Criteria</u>	<u>Points</u>
3. Proposed price will be evaluated based on the value of the proposed Solution and the overall best value U.S. Communities Minimum Requirements <ul style="list-style-type: none"> • Supplier Qualifications • Supplier Worksheet for national Program Consideration • Supplier Information • U.S. Communities Administration Agreement Section 2.19/Form B-1	50

4.3 Demonstration and Oral Presentations

Upon evaluation of the technical criteria indicated above, rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation. During the technical criteria evaluation indicated above, the Competitive Selection Committee intends to conduct a demonstration and oral presentation with all Proposer(s). (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) The purpose of the demonstration and oral presentation is for the Proposer to demonstrate how the carts operate and for the Competitive Selection Committee to seek additional clarifications on the Proposers' written documents.

The date for the demonstration and oral presentations will be provided to Proposers in writing. Proposers must have at least one (1) representative present on behalf of the Proposer with the authority to speak on behalf of all aspects of the Scope of Services and provisions.

Proposers shall submit the following demonstrator carts/recycling bin, by the proposal due date, to the following address:

one (1) 35 gallon cart	(Color: Standard Miami-Dade County Logo Blue)
one (1) 64/65 gallon cart	(Color: Standard Miami-Dade County Logo Blue)
one (1) 95/96 gallon cart	(Color: Standard Miami-Dade County Logo Green)
one (1) recycle bin	(Color: Standard Miami-Dade County Logo Blue)

Attention: Phillip Ford, Procurement Contracting Manager
 111 NW 1st Street, Suite 1300
 Miami, FL 33128
 TEL (305)375-1291
 Email: pford@miamidade.gov

All demonstrator carts/bins shall be labeled with the Proposer's company name, address and contact information. Additional demonstrator carts/bins may be requested at any time, at no cost to the Lead Public Agency.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://www.miamidade.gov/business/business-certification-programs-SBE.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

4.5 Local Certified Service-Disabled Veteran's Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a proposal in response to this solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the proposal submittal form.

4.6 Price Evaluation

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine

the highest ranked Proposer. The Lead Public Agency reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the Lead Public Agency.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Evaluation/Selection Committee a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The Competitive Selection Committee will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.9 Contract Award

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest

of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 ADDITIONAL INFORMATION

Additional Products and Services

The below listed products and services shall be made available for any Participating Public Agency who desires to utilize the respective product or service. Proposers shall include all details of their products, to include approach and pricing, and must be submitted in the respective Proposers Information document and Price Submittal Form. Each product and service shall be considered a stand-alone option. The Proposals shall include the Proposer's capability to customize solutions in accordance with the purchase of carts, bins and related products and services. Proposers may include additional products and services not specifically mentioned. Delivery Fee Schedule: The Proposer must provide a detailed delivery fee schedule by zone, to all zones in the nation.

For example, the cost for one 95/96 gallon cart to Los Angeles, CA will require an additional charge of \$3 per unit, or, the cost for one 95/96 gallon cart to Charleston, SC will require an additional credit of \$3 per unit.

- A. Master list of all available carts/bins with options to be added or deleted as needed
- B. Master list of all available related products with options to be added or deleted as needed
- C. Assembly, Distribution and Tracking Services for Carts/Recycling Bins as applicable
- D. Cart Maintenance Services
- E. Cart Repair Services
- F. Software customization and integration with existing programs may be required by respective agencies outside of those requirements listed for the Lead Public Agency. Proposers shall include their capabilities to integrate software with various existing programs as part of their proposal response.
- G. Provide RFID reader technology that shall be installed onto an automated garbage truck in order to obtain container location details.

6.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Then, the recommended Proposer shall affirm that all information submitted with its Vendor

Registration Package is current, complete and accurate at the time it submitted a response to the Solicitation by completing an Affirmation of Vendor Affidavit form as requested by the County.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under the final agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements. The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE:	CERTIFICATE HOLDER MUST READ:	MIAMI-DADE COUNTY 111 NW 1st STREET SUITE 2340 MIAMI, FL 33128
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c) Inspector General Reviews

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated.

7.0 ATTACHMENTS

- Attachment 1: Draft Form of Agreement
- Attachment 2: Proposal Submission Package
- Attachment 3: U.S. Communities Information

MIAMI-DADE COUNTY, FLORIDA**RFP NO. 00254, Attachment 1**

(This is the form of agreement the County/Lead Public Agency anticipates awarding to the selected Proposer.)

Waste Carts, Recycling Carts, Cart Parts, Bins and Related Products and Services
Contract No. 00254

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____ (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide _____, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. _____ and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated _____, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such _____ for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

MIAMI-DADE COUNTY, FLORIDA**RFP NO. 00254, Attachment 1****ARTICLE 1. DEFINITIONS**

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 00254 and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean _____ and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- k) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- l) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-

MIAMI-DADE COUNTY, FLORIDA**RFP NO. 00254, Attachment 1**

Dade County's RFP No. 00254 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any

MIAMI-DADE COUNTY, FLORIDA**RFP NO. 00254, Attachment 1**

and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on _____ and shall continue through the last day of the sixtieth (60) month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for one (1) additional five-year period. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County
Attention:
Phone:
Fax:
E-mail:

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Assistant Director
Phone: (305) 375-2363
Fax: (305) 375-2316
E-mail:

(2) To the Contractor

Attention:
Phone:

MIAMI-DADE COUNTY, FLORIDA**RFP NO. 00254, Attachment 1**

Fax:
E-mail:

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be listed in the B-1 Form, Price Proposal Schedule (Appendix B). The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, except where noted in Section 2.2 of Appendix ____, to include any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve

MIAMI-DADE COUNTY, FLORIDA

RFP NO. 00254, Attachment 1

disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County

Attention: _____

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under the final agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements. The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

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- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications: The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and

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professional manner.

- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in

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accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain,

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complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the

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Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

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- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
 - i. the Contractor has not delivered Deliverables on a timely basis;

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- ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

MIAMI-DADE COUNTY, FLORIDA**RFP NO. 00254, Attachment 1****ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's

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judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

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During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other

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Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST**a) Vendor Registration**

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

- | | |
|---|--|
| <p>1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the County Code)</p> <p>2. Miami-Dade County Employment Disclosure Affidavit
(Section 2.8-1(d)(2) of the County Code)</p> <p>3. Miami-Dade Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the County Code)</p> <p>4. Miami-Dade Disability and Nondiscrimination Affidavit

(Section 2-8.1.5 of the County Code)</p> <p>5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the County Code)</p> <p>6. Miami-Dade County Vendor Obligation to County Affidavit

(Section 2-8.1 of the County Code)</p> <p>7. Miami-Dade County Code of Business Ethics Affidavit

(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)</p> <p>8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the County Code)</p> <p>9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the County Code)</p> <p>10. Miami-Dade County Domestic Leave and Reporting Affidavit
(Article 8, Section 11A-60 11A-67 of the County Code)</p> | <p>11. Subcontracting Practices
(Ordinance 97-35)</p> <p>12. Subcontractor /Supplier Listing
(Section 2-8.8 of the County Code)</p> <p>13. Environmentally Acceptable Packaging
(Resolution R-738-92)</p> <p>14. W-9 and 8109 Forms
(as required by the Internal Revenue Service)</p> <p>15. FEIN Number or Social Security Number
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:</p> <ul style="list-style-type: none"> ▪ Identification of individual account records ▪ To make payments to individual/Contractor for goods and services provided to Miami-Dade County ▪ Tax reporting purposes ▪ To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records <p>16. Office of the Inspector General
(Section 2-1076 of the County Code)</p> <p>17. Small Business Enterprises
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.</p> <p>18. Antitrust Laws</p> |
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By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS**Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, VIA ORDINANCE NO. 15-15, HAS WAIVED INSPECTOR GENERAL FEES FOR THIS CONTRACT.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The

MIAMI-DADE COUNTY, FLORIDA**RFP NO. 00254, Attachment 1**

Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

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- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

MIAMI-DADE COUNTY, FLORIDA**RFP NO. 00254, Attachment 1**

- i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 39. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/>.

ARTICLE 40. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 41. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 42. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION (Use if applicable and include the business associate agreement)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

MIAMI-DADE COUNTY, FLORIDA

RFP NO. 00254, Attachment 1

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: Carlos A. Gimenez

Title: _____

Title: Mayor

Date: _____

Date: _____

Attest: _____
Corporate Secretary/Notary Public

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney



PROPOSAL SUBMISSION PACKAGE, ATTACHMENT 2
REQUEST FOR PROPOSALS (RFP) NO. RFP-00254
WASTE CARTS, RECYCLING CARTS, CART PARTS AND RELATED PRODUCTS AND SERVICES

In response to the Solicitation, Proposer shall **RETURN THIS ENTIRE PROPOSAL SUBMISSION PACKAGE** as follows:

1. Proposal Submittal Form, Cover Page of Proposal

Complete and sign the Proposal Submittal Form (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

2. Proposer Information

Complete following the requirements therein.

Note: The Proposer Information document is available in Word and is included in the Solicitation attachments.

3. Affidavits/Acknowledgements

Complete and sign the following:

Lobbyist Registration for Oral Presentation
 Fair Subcontracting Practices
 Subcontractor/Supplier Listing
 Contractor Due Diligence Affidavit

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

5. Form B-1, Price Proposal Schedule

Complete following the requirements therein.

6. Proposers shall submit the following demonstrator cart/recycling bin, by the proposal due date, to the following address:

one (1) 35 gallon cart	(Color: Standard Miami-Dade County Logo Blue)
one (1) 64/65 gallon cart	(Color: Standard Miami-Dade County Logo Blue)
one (1) 95/96 gallon cart	(Color: Standard Miami-Dade County Logo Green)
one (1) recycle bin	(Color: Standard Miami-Dade County Logo Blue)

Attention: Phillip Ford, Procurement Contracting Manager
 111 NW 1st Street, Suite 1300
 Miami, FL 33128, TEL (305)375-1291
 Email: pford@miamidade.gov

All demonstrator carts/bins shall be labeled with the Proposer's company name, address and contact information. Additional demonstrator carts/bins may be requested at any time, at no cost to the Lead Public Agency.

Please refer to the front cover of this Solicitation for electronic submission instructions.

PROPOSER INFORMATION

The Proposer shall submit the following information divided by tabs:

Tab 1: Cover Letter

The cover letter will provide a brief history of the Proposer and its organization. The letter will indicate the principal or officer of the Proposer organization who will be the County's primary point of contact during negotiations. This individual must have the authority to negotiate all aspects of the scope of services and provisions on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter transmitting the Proposal.

Tab 2: Executive Summary

The Proposer will provide an executive summary that presents in brief, concise terms a summary level description of the contents of the Proposal.

Tab 3: Proposer Profile

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

- Name of firm submitting proposal
- Main office address
- If a corporation, when and where incorporated
- Number of years in business
- Total number of employees
- Appropriate Federal, State and County registration numbers

Tab 4: Proposer's Experience and Past Performance

1. Describe the Proposer's past performance and experience and the primary markets served.
2. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).
3. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.
4. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

5. Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
6. Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

Tab 5: Scope of Services to include specified Carts/Recycling Bins

1. The Proposer shall provide a detailed response to all items in Section 2.1 through 2.17, Scope of Services, one Section/Point at a time, without exception.
2. The Proposer shall submit a Materials Safety Data Sheet (MSDS) or Safety Data Sheet (SDS) for the materials used in the manufacturing of each respective carts/recycling bin. Clearly identify which sheet correlates to each cart/recycling bin.

Tab 6: National Program Requirements and Additional Products and Services to be Provided for Participating Public Agencies Nationally

1. Proposer must include a narrative of its understanding and acceptance of the Supplier Commitments outlined in Attachment 3, Supplier Qualifications.
2. Proposer shall complete and sign the Supplier Worksheet for National Program Consideration in Attachment 3.
3. The Proposer shall provide a detailed response to all items listed in Section 5.0, Scope of Services one point at a time, without exception, and include additional products and services that the Proposer wishes to be considered for award under this contract.
4. Complete Supplier Information in Attachment 3.

FORM B-1, PRICE PROPOSAL SCHEDULE

All prices shall be inclusive of all costs, charges, shipping, and fees involved in providing the products/ services.

1. LEAD PUBLIC AGENCY PRODUCT/SERVICE PRICING

A. Provide a fixed, all-inclusive price for waste carts, recycling carts, cart parts and related products and services, including options offered by Proposer if not listed. FOB Miami, Florida. Participating Public Agencies may purchase these items subject to an increase/decrease in delivery fee, as stipulated in delivery fee schedule provided by each Proposer.

	Unit Price
95/96 Gallon Cart with incorporated RFID hardware/serial number and plastic molded wheels, standard color	_____
95/96 Gallon Cart with incorporated RFID hardware/serial number and plastic molded wheels, special order color	_____
95/96 Gallon Cart with incorporated RFID hardware/serial number and rubber wheels, standard color	_____
95/96 Gallon Cart with incorporated RFID hardware/serial number and rubber wheels, special order color	_____
64/65 Gallon Cart with incorporated barcode/serial number and plastic molded wheels, standard color	_____
64/65 Gallon Cart with incorporated barcode/serial number and plastic molded wheels, special order color	_____
64/65 Gallon Cart with incorporated barcode/serial number and rubber wheels, standard color	_____
64/65 Gallon Cart with incorporated barcode/serial number and rubber wheels, special order color	_____
64/65 Gallon Cart with incorporated RFID hardware/serial number and plastic molded wheels, standard color	_____
64/65 Gallon Cart with incorporated RFID hardware/serial number and plastic molded wheels, special order color	_____
64/65 Gallon Cart with incorporated RFID hardware/serial number and rubber wheels, standard color	_____
64/65 Gallon Cart with incorporated RFID hardware/serial number and rubber wheels, special order color	_____
35 Gallon Cart with incorporated RFID hardware/serial number and plastic molded wheels, standard color	_____
35 Gallon Cart with incorporated RFID hardware/serial number and plastic molded wheels, special order color	_____
35 Gallon Cart with incorporated RFID hardware/serial number and rubber wheels, standard color	_____
35 Gallon Cart with incorporated RFID hardware/serial number and rubber wheels, special order color	_____
Retrofit Bar Code/ Serial Number Labels (state quantity if not a unit price)	_____
Retrofit RFID/Serial Number Labels (state quantity if not a unit price)	_____
Upgrade to color in-mold label per cart/recycling bin	_____
Recycling Bin, standard color	_____
Recycling Bin, special order color	_____
Asset Management Software Access and support, all-inclusive price per year for up to 50 users	_____
Asset Management Software Access and support, all-inclusive price per year for each additional user	_____
Asset Management Technical Support outside the hours of 7am to 6pm EST, Monday through Friday	\$ ___ per ___ *
*Clearly identify flat rate per call or minute/hour, as required (i.e., \$2.00 per call)	
Asset Management Hand-held <u>Bar Code Scanner</u> , all-inclusive (with accessories) <u>LEASE price</u> per year, per unit	_____
Asset Management Hand-held <u>Bar Code Scanner</u> , all-inclusive (with accessories) <u>SALE price</u> per unit	_____ *
*Ensure to include warranty terms and all applicable fees to include: updates, support, maintenance, extended warranty, etc.	
Asset Management Hand-held <u>RFID Scanner</u> , all-inclusive (with accessories) <u>LEASE price</u> per year, per unit	_____

Asset Management Hand-held RFID Scanner, all-inclusive (with accessories) SALE price per unit _____ *

*Ensure to include warranty terms and all applicable fees to include: updates, support, maintenance, extended warranty, etc.

Note: If Bar Code Scanner and RFID Scanner are the same device, clearly state so and list the price in the same manner as above.

2. PARTICIPATING PUBLIC AGENCIES PRODUCTS AND SERVICES

- A. **PRODUCTS:** Provide all-inclusive and fixed pricing for any proposed products you wish to be considered. Pricing shall offer all available options to be added or deleted, as needed. If conflicting prices are submitted, the lowest price will be used. As products will be delivered to locations across the nation, delivery fees will be addressed in the delivery fee scheduled required of each Proposer.
- i. Waste Carts –A complete and comprehensive selection of durable residential waste carts in a wide range of sizes, colors and options offered by Proposer.
 - ii. Recycling Carts – A complete and comprehensive selection of durable residential recycling carts in a wide range of sizes, colors and options offered by Proposer.
 - iii. Recycling Bins – A complete and comprehensive selection of durable residential recycling bins in a wide range of sizes, colors and options offered by Proposer.
 - iv. Additional Products – A complete and comprehensive selection of additional related products to include commercial waste carts, healthcare waste containers, reusable sharps containers, public litter containers, food handling products and any related products in a wide range of sizes, colors and options offered by Proposer.
- B. **SERVICES:** Provide all-inclusive and fixed pricing for all proposed services offered.
- i. Waste and Recycling Related Services – A complete offering to include an asset management solution, bar code hardware/software integration, RFID hardware/software integration, cart distribution, container maintenance, repair services and any other related services offered by Proposer.
 - ii. Additional Related Services offered by Proposer
- C. **DELIVERY FEE SCHEDULE:** Provide a detailed delivery fee schedule by zone to all zones in the nation as a supplement to pricing offered above.

For example, the cost for one 95/96 gallon cart to Los Angeles, CA will require an additional charge of \$3 per unit, or, the cost for one 95/96 gallon cart to Charleston, SC will require an additional credit of \$3 per unit.

3. **PROPOSER MUST DEMONSTRATE THAT THE PROPOSED PRICING IS ITS BEST PRICING TO PARTICIPATING PUBLIC AGENCIES. THEREFORE, PRICING MUST INCLUDE TWO BENCHMARK COMPARISONS ON THESE RELATED PRODUCTS AND SERVICES THAT HAVE BEEN UTILIZED BY A PUBLIC ENTITY. ONE OF THESE COMPARISONS SHOULD BE BASED ON A MID-SIZED PUBLIC ENTITY AND THE OTHER BASED ON A LARGE PUBLIC ENTITY.**
4. **VOLUME DISCOUNTS OR REBATES:** Please include any volume discounts or rebates offered by Proposer to the Lead Public Agency and Participating Public Agencies.



**AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION**

(1) Solicitation Title: Solicitation No.:
 (2) Department:
 (3) Proposer's Name:
 Address: Zip:
 Business Telephone: E-Mail:

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

Name	Title	Employed By	Email Address
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: Title:

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this ,

by , a , who is personally known
 (Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)

to me or who has produced as identification and who did/did not take an oath.

(Signature of person taking acknowledgement)

(Name of Acknowledger typed, printed or stamped)

(Title or Rank)

(Serial Number, if any)

Revised 1/2/14



FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Code Section 2-8.8, the Bidder/Proposer shall submit with the proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors.

NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date



SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Bidder/Proposer: _____ FEIN No. _____

In accordance with Sections 2-8.1, 2-8.8 and 10-34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Bidders/Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Bidder/Proposer who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Bidder/Proposer should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Bidder/Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Bidder/Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Oth	
Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Oth	

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Internal Services Department at <http://www.miamidade.gov/business/business-development-contracts.asp>. As a condition of final payment, Bidder/Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Proposer _____ _____ _____
Print Name Print Title Date

Miami-Dade County

Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No. : Federal Employer Identification Number (FEIN):

Contract Title:

Printed Name of Affiant Printed Title of Affiant Signature of Affiant

Name of Firm Date

Address of Firm State Zip Code

Notary Public Information

Notary Public - State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20__

by _____ He or she is personally known to me _____ or has produced identification

Type of identification produced _____

Signature of Notary Public Serial Number

Print or Stamp of Notary Public Expiration Date Notary Public Seal

ATTACHMENT 3: U.S. COMMUNITIES INFORMATION



COMPETITIVE SOLICITATION

BY MIAMI-DADE COUNTY

FOR

**WASTE CARTS, RECYCLING CARTS, CART PARTS AND RELATED
PRODUCTS AND SERVICES**

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

SOLICITATION NO. RFP- #00254

SUPPLIER QUALIFICATIONS

Commitments

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

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

(a) **Corporate Commitment.**

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

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

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

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

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

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

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

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms

and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum,

Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

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

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

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

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

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

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right

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

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 hereto in Attachment 3) and submit with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

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

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
YES___ NO___
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?
YES___ NO___
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in all 50 U.S. states?
YES___ NO___
- D. Did your company have sales greater than \$100 million last year in the United States?
YES___ NO___
- E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?
YES___ NO___
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES___ NO___
- G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES___ NO___
- H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES___ NO___
- I. Will your company commit to the following program implementation schedule?
YES___ NO___
- J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES___ NO___

Submitted by:

(Printed Name)

(Signature)

(Title)

(Date)

New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call Initial Kick Off Call to discuss expectations Establish initial contact people & roles/responsibilities Supplier Log-In Credentials established	One Week
2. Executed Legal Documents U.S. Communities Admin Agreement Lead Public Agency Agreement signed	One Week
3. Program Contact Requirements Supplier contacts communicated to U.S. Communities Staff Dedicated email Dedicated toll free number Dedicated fax number	One Week
4. Second Conference Call Set Contract Launch Date & Outline Kick Off Plan Establish WebEx Training Dates Review Contract Commitments Complete Supplier Set Up Form Complete User Account and User ID Form Identify Dates for Senior Management Meeting	Two Weeks
5. Marketing Kick Off Call Overview of Marketing Requirements Establish Timeline for Marketing Deliverables Set Weekly Marketing Call	Two Weeks
6. Initial NAM & Staff Training Meetings Discuss expectations, roles & responsibilities Introduce and review web-based tools Review process & expectations of Lead Referral contact with NAM & identified LRC	Three Weeks
7. Senior Management Meeting Implementation Process Progress Report U.S. Communities & Vendor Organizational Overview Supplier Manager to review & further discuss commitments	Four Weeks
8. Review Top Joint Target Opportunities Top 10 Local Contracts Review top U.S. Communities PPA's	Five Weeks
9. Web Development Initiate IT contact Initiate E-Commerce Conversation Product Upload to U.S. Communities site	Two Weeks Two Weeks Five Weeks

10. Sales Training & Roll Out

Program Manager briefing - Coordinate with NAM	Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM	Four Weeks
Initiate contact with Advisory Board (AB) members	Six Weeks
Determine PM & Local Metro teams strategy sessions	Six Weeks

SUPPLIER INFORMATION

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

Company

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

Example:

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

2. Describe how the above sales persons would be utilized in selling this contract, including the time commitment each sales person will devote to selling this contract.
3. Provide the company annual sales for 2012, 2013 and 2014 in the United States; Sales reporting should be segmented into the following categories:

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

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

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

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

Distribution

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
5. Provide the number and location of support centers (if applicable).
6. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
7. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc.
8. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Marketing

1. Outline your company's plan for marketing the Products to state and local government agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.
4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the amount of purchases of existing public agency clients that your company will transition to the U.S. Communities contract for the initial three years of the contract in the following format within your proposal.
 - a. \$ _____ .00 will be transitioned in year one.
 - b. \$ _____ .00 will be transitioned in year two.
 - c. \$ _____ .00 will be transitioned in year three.

National Staffing Plan

1. A staffing plan is required which describes the Offeror's proposed staff distribution to implement and manage this contract throughout the term of the contract. At a minimum, this plan should include the following:
 - a. Identify the key personnel who will lead and support the implementation period of the contract outlined in the New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation;
 - b. Identify the key personnel who are to be engaged in this contract throughout the term of the contract and their relationship to the contracting organization;
 - c. Provide a chart that shows 1) the time commitment of each professional staff member that will be devoted to the contract, 2) each member's role in maintaining and growing the contract; and 3) a timeline of each member's involvement throughout the contract.
2. Submit the resumes of the below personnel:
 - a. The person your company proposes to serve as the National Accounts Manager,
 - b. Each person that will be dedicated full time to U.S. Communities account management, and
 - c. Key executive personnel that will be supporting the program.

Products, Services and Solutions

1. State your normal delivery time (in days) and any options for expediting delivery.
2. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?
3. State restocking fees and procedures for returning products.
4. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
5. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for Waste Carts, Recycling Carts, Cart Parts and Related Products and Services.

Quality

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

Administration

1. Describe your company's capacity to employ telephone, ecommerce, etc., with a specific proposal for processing orders under the Master Agreement.
2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
3. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
4. Describe your company's ecommerce capabilities:
 - a. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).
 - b. Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

5. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information and annual volume for the two most recent years.
6. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
7. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.
8. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Environmental

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

Additional Information

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

ADMINISTRATION AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

ARTICLE II

TERM OF AGREEMENT

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

ARTICLE III

REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities' Representations and Covenants.

(a) **Marketing.** U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the "**Founding Co-Sponsors**") and individual state-level sponsors. In addition, the U.S. Communities staff shall enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshow and by providing online tools to Supplier's sales force.

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

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

(a) **Corporate Commitment.**

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

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

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

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

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

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

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

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

to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by

the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

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

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

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

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

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

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b)

the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

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

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

ARTICLE IV

PRICING AUDITS

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

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities.

Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

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

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

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

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000.

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

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

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

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

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

ARTICLE VI

MISCELLANEOUS

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

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

6.3 Assignment.

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

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

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

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

Attn: U.S. Communities Program Manager

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

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

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

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

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

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

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

By _____

Name: _____

Title: _____

ATTACHMENT A

MASTER AGREEMENT

(Miami-Dade County Master Agreement/Contract to be attached at time of award.)

ATTACHMENT B

SALES REPORT FORMAT

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2012	2	5	318.00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.00
SALES REPORT DATA FORMAT													
Column Name	Required	Data Type	Length	Example	Comment								
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.								
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below								
Account No.	Optional	Text	25 max		Depends on supplier account no.								
Agency Name	Yes	Text	255 max	Los Angeles County									
Dept Name	Optional	Text	255 max	Purchasing Dept									
Address	Yes	Text	255 max										
City	Yes	Text	255 max	Los Angeles	Must be a valid City name								
State	Yes	Text	2	CA									
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code								
Agency Type	Yes	Number	2	30	See Agency Type Table Below								
Year	Yes	Number	4	2010									
Qtr	Yes	Number	1	4									
Month	Yes	Number	2	12									
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas								
Agency Type Table													
Agency Type ID	Agency Type Description												
10	K-12												
11	Community College												
12	College and University												
20	City												
21	City Special District												
22	Consolidated City/County												
30	County												
31	County Special District												
40	Federal												
41	Crown Corporations												
50	Housing Authority												
80	State Agency												
81	Independent Special District												
82	Non-Profit												
84	Other												

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.

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.

STATE NOTICE ADDENDUM

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

Nationwide:

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

Other states:

State of Oregon, State of Hawaii, State of Washington

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

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

State: HI (125 records)**Account Type: K-12 (16 records)**

Malama Honua Public Charter School
 ST JOHN THE BAPTIST
 Waimanalo Elementary and Intermediate School
 Kailua High School
 PACIFIC BUDDHIST ACADEMY
 HAWAII TECHNOLOGY ACADEMY
 CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
 MARYKNOLL SCHOOL
 ISLAND SCHOOL
 STATE OF HAWAII, DEPT. OF EDUCATION
 KE KULA O S. M. KAMAKAU
 KAMEHAMEHA SCHOOLS
 HANAHAU`OLI SCHOOL
 EMMANUAL LUTHERAN SCHOOL
 School Lunch Program
 Our Savior Lutheran School

Account Type: County (5 records)

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

Account Type: Non-Profit (71 records)

Lanai Community Health Center
 Maui High Band Booster Club
 Kumulani Chapel
 Naalehu Assembly of God
 outrigger canoe club
 One Kalakaua
 Native Hawaiian Hospitality Association
 St. Theresa School
 Hawaii Peace and Justice
 Kauai Youth Basketball Association
 NA HALE O MAUI
 LEEWARD HABITAT FOR HUMANITY

WAIANAE COMMUNITY OUTREACH
 NA LEI ALOHA FOUNDATION
 HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
 BUILDING INDUSTRY ASSOCIATION OF HAWAII
 UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
 LANAKILA REHABILITATION CENTER INC.
 POLYNESIAN CULTURAL CENTER
 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
 BISHOP MUSEUM
 ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
 ASSOSIATION OF OWNERS OF KUKUI PLAZA
 MAUI ECONOMIC DEVELOPMENT BOARD
 NETWORK ENTERPRISES, INC.
 HONOLULU HABITAT FOR HUMANITY
 ALOHACARE
 ORI ANUENUE HALE, INC.
 IUPAT, DISTRICT COUNCIL 50
 GOODWILL INDUSTRIES OF HAWAII, INC.
 HAROLD K.L. CASTLE FOUNDATION
 MAUI ECONOMIC OPPORTUNITY, INC.
 EAH, INC.
 PARTNERS IN DEVELOPMENT FOUNDATION
 HABITAT FOR HUMANITY MAUI
 W. M. KECK OBSERVATORY
 HAWAII EMPLOYERS COUNCIL
 HAWAII STATE FCU
 MAUI COUNTY FCU
 PUNAHOU SCHOOL
 YMCA OF HONOLULU
 EASTER SEALS HAWAII
 AMERICAN LUNG ASSOCIATION
 Pohaha I Ka Lani
 Hawaii Area Committee
 Lanai Federal Credit Union
 READ TO ME INTERNATIONAL FOUNDATION
 MAUI FAMILY YMCA
 WAILUKU FEDERAL CREDIT UNION
 ST. THERESA CHURCH
 HALE MAHAOLU
 West Maui Community Federal Credit Union
 Hawaii Island Humane Society

Kama'aina Care Inc
 International Archaeological Research
 Institute, Inc.
 Community Empowerment Resources
 Tutu and Me Traveling Preschool
 First United Methodist Church
 AOA Royal Capitol Plaza
 Kumpang Lanai
 Child and Family Service
 MARINE SURF WAIKIKI, INC.
 Hawaii Health Connector
 Hawaii Carpenters Market Recovery Program
 Fund
 Puu Heleakala Community Association
 Saint Louis School
 Kailua Racquet Club, Ltd.
 Homewise Inc.
 Hawaii Baptist Academy
 Kroc Center Hawaii
 Kupu

Account Type: College and University (8 records)

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

Account Type: Other (7 records)

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

Account Type: Community College (2 records)

Honolulu Community College

COLLEGE OF THE MARSHALL ISLANDS

Account Type: State Agency (11 records)

DOT Airports Division Hilo International Airport

Judiciary - State of Hawaii
 ADMIN. SERVICES OFFICE
 SOH- JUDICIARY CONTRACTS AND PURCH
 STATE DEPARTMENT OF DEFENSE
 HAWAII CHILD SUPPORT ENFORCEMENT
 AGENCY
 HAWAII HEALTH SYSTEMS CORPORATION
 HAWAII AGRICULTURE RESEARCH CENTER
 STATE OF HAWAII
 Third Judicial Circuit - State of Hawaii
 Office of the Governor

Account Type: Consolidated City/County (2 records)

CITY AND COUNTY OF HONOLULU
 Lanai Youth Center

Account Type: Federal (2 records)

US Navy
 Defense Information System Agency

State: OR (1,356 records)

Account Type: K-12 (233 records)

Central School District 13J (Polk County,
 Oregon)
 Warrenton Hammond School
 Columbia Academy
 VALLEY CATHOLIC SCHL
 CROOK COUNTY SCHOOL DISTRICT
 CORBETT SCHL DIST #39
 Trinity Lutheran Church and School
 Bethel School District #52
 Ppmc Education Committee
 Stayton Christian School
 South Columbia Family School
 Sunrise Preschool
 St. Therese Parish/School
 Portland YouthBuilders
 Wallowa County ESD

Fern Ridge School District 28J
Knova Learning
New Horizon Christian School
MOLALLA RIVER ACADEMY
HIGH DESERT EDUCATION SERVICE DISTRICT
SOUTHWEST CHARTER SCHOOL
WHITEAKER MONTESSORI SCHOOL
CASCADES ACADEMY OF CENTRAL OREGON
NEAH-KAH-NIE DISTRICT NO.56
INTER MOUNTAIN ESD
STANFIELD SCHOOL DISTRICT
LA GRANDE SCHOOL DISTRICT
CASCADE SCHOOL DISTRICT
DUFUR SCHOOL DISTRICT NO.29
hillsboro school district
GASTON SCHOOL DISTRICT 511J
BEAVERTON SCHOOL DISTRICT
COUNTY OF YAMHILL SCHOOL DISTRICT 29
WILLAMINA SCHOOL DISTRICT
MCMINNVILLE SCHOOL DISTRICT NO.40
Sheridan School District 48J
THE CATLIN GABEL SCHOOL
NORTH WASCO CTY SCHOOL DISTRICT 21 -
CHENOWITH
CENTRAL CATHOLIC HIGH SCHOOL
CANYONVILLE CHRISTIAN ACADEMY
OUR LADY OF THE LAKE SCHOOL
NYSSA SCHOOL DISTRICT NO. 26
ARLINGTON SCHOOL DISTRICT NO. 3
LIVINGSTONE ADVENTIST ACADEMY
Santiam Canyon SD 129J
WEST HILLS COMMUNITY CHURCH
BANKS SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR
ESD
HARNEY EDUCATION SERVICE DISTRICT
GREATER ALBANY PUBLIC SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
SOUTHERN OREGON EDUCATION SERVICE
DISTRICT
SILVER FALLS SCHOOL DISTRICT
St Helens School District
DAYTON SCHOOL DISTRICT NO.8
Amity School District 4-J
SCAPPOOSE SCHOOL DISTRICT 1J
REEDSPORT SCHOOL DISTRICT
FOREST GROVE SCHOOL DISTRICT
DAVID DOUGLAS SCHOOL DISTRICT
LOWELL SCHOOL DISTRICT NO.71
TIGARD-TUALATIN SCHOOL DISTRICT
SHERWOOD SCHOOL DISTRICT 88J
RAINIER SCHOOL DISTRICT
NORTH CLACKAMAS SCHOOL DISTRICT
MONROE SCHOOL DISTRICT NO.1J
CHILDPEACE MONTESSORI
HEAD START OF LANE COUNTY
HARNEY COUNTY SCHOOL DIST. NO.3
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
ARCHBISHOP FRANCIS NORBERT BLANCHET
SCHOOL
LEBANON COMMUNITY SCHOOLS NO.9
MT.SCOTT LEARNING CENTERS
SEVEN PEAKS SCHOOL
DE LA SALLE N CATHOLIC HS
MULTISENSORY LEARNING ACADEMY
MITCH CHARTER SCHOOL
REALMS CHARTER SCHOOL
BAKER SCHOOL DISTRICT 5-J
PHILOMATH SCHOOL DISTRICT
CLACKAMAS EDUCATION SERVICE DISTRICT
CANBY SCHOOL DISTRICT
OREGON TRAIL SCHOOL DISTRICT NO.46
WEST LINN WILSONVILLE SCHOOL DISTRICT
MOLALLA RIVER SCHOOL DISTRICT NO.35
ESTACADA SCHOOL DISTRICT NO.108
GLADSTONE SCHOOL DISTRICT
ASTORIA SCHOOL DISTRICT 1C
SEASIDE SCHOOL DISTRICT 10
NORTHWEST REGIONAL EDUCATION SERVICE
DISTRICT
VERNONIA SCHOOL DISTRICT 47J
SOUTH COAST EDUCATION SERVICE DISTRICT
COOS BAY SCHOOL DISTRICT NO.9
COOS BAY SCHOOL DISTRICT
NORTH BEND SCHOOL DISTRICT 13
COQUILLE SCHOOL DISTRICT 8
MYRTLE POINT SCHOOL DISTRICT NO.41
BANDON SCHOOL DISTRICT

BROOKING HARBOR SCHOOL DISTRICT NO.17- C	ST. ANTHONY SCHOOL
REDMOND SCHOOL DISTRICT	Pedee School
DESCHUTES COUNTY SD NO.6 - SISTERS SD	HERITAGE CHRISTIAN SCHOOL
DOUGLAS EDUCATION SERVICE DISTRICT	BEND-LA PINE SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS	GLENDALE SCHOOL DISTRICT
GLIDE SCHOOL DISTRICT NO.12	LINCOLN COUNTY SCHOOL DISTRICT
SOUTH UMPQUA SCHOOL DISTRICT #19	PORTLAND PUBLIC SCHOOLS
YONCALLA SCHOOL DISTRICT NO.32	REYNOLDS SCHOOL DISTRICT
ELKTON SCHOOL DISTRICT NO.34	CENTENNIAL SCHOOL DISTRICT
DOUGLAS COUNTY SCHOOL DISTRICT 116	NOBEL LEARNING COMMUNITIES
HOOD RIVER COUNTY SCHOOL DISTRICT	St. Stephen's Academy
PHOENIX-TALENT SCHOOL DISTRICT NO.4	McMinnville Adventist Christian School
CENTRAL POINT SCHOOL DISTRICT NO. 6	Salem-Keizer 24J
JACKSON CO SCHOOL DIST NO.9	McKay High School
ROGUE RIVER SCHOOL DISTRICT NO.35	Pine Eagle Charter School
MEDFORD SCHOOL DISTRICT 549C	Waldo Middle School
CULVER SCHOOL DISTRICT NO.	OAKLAND SCHOOL DISTRICT 001
JEFFERSON COUNTY SCHOOL DISTRICT 509-J	hermiston school district
GRANTS PASS SCHOOL DISTRICT 7	Clear Creek Middle School
LOST RIVER JR/SR HIGH SCHOOL	Marist High School
KLAMATH FALLS CITY SCHOOLS	Victory Academy
LANE COUNTY SCHOOL DISTRICT 4J	Vale School District No. 84
SPRINGFIELD SCHOOL DISTRICT NO.19	St. Mary School
CRESWELL SCHOOL DISTRICT	Junction City High School
SOUTH LANE SCHOOL DISTRICT 45J3	Three Rivers School District
LANE COUNTY SCHOOL DISTRICT 69	Fern Ridge School District
SIUSLAW SCHOOL DISTRICT	JESUIT HIGH SCHL EXEC OFC
SWEET HOME SCHOOL DISTRICT NO.55	LASALLE HIGH SCHOOL
LINN CO. SCHOOL DIST. 95C - SCIO SD	Southwest Christian School
ONTARIO MIDDLE SCHOOL	Willamette Christian School
GERVAIS SCHOOL DIST. #1	Westside Christian High School
NORTH SANTIAM SCHOOL DISTRICT 29J	CS LEWIS ACADEMY
JEFFERSON SCHOOL DISTRICT	Portland America School
SALEM-KEIZER PUBLIC SCHOOLS	Forest Hills Lutheran School
MT. ANGEL SCHOOL DISTRICT NO.91	Mosier Community School
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	Koreducators Lep High
MORROW COUNTY SCHOOL DISTRICT	Warrenton Hammond School District
MULTNOMAH EDUCATION SERVICE DISTRICT	Sutherlin School District
GRESHAM-BARLOW SCHOOL DISTRICT	Malheur Elementary School District
DALLAS SCHOOL DISTRICT NO. 2	Ontario School District
CENTRAL SCHOOL DISTRICT 13J	Parkrose School District 3
St. Mary Catholic School	Riverdale School District 51J
CROSSROADS CHRISTIAN SCHOOL	Tillamook School District
	Madeleine School
	Union School District

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

Early College High School

Account Type: County (52 records)

GILLIAM COUNTY OREGON
 UMATILLA COUNTY, OREGON
 DOUGLAS ELECTRIC COOPERATIVE, INC.
 MULTNOMAH LAW LIBRARY
 clackamas county
 CLATSOP COUNTY
 COLUMBIA COUNTY, OREGON
 coos county
 CROOK COUNTY ROAD DEPARTMENT
 CURRY COUNTY OREGON
 DESCHUTES COUNTY
 GILLIAM COUNTY
 GRANT COUNTY, OREGON
 HARNEY COUNTY SHERIFFS OFFICE
 HOOD RIVER COUNTY
 jackson county
 josephine county
 klamath county
 LANE COUNTY
 LINN COUNTY
 MARION COUNTY , SALEM, OREGON
 MULTNOMAH COUNTY
 SHERMAN COUNTY
 WASCO COUNTY
 YAMHILL COUNTY
 WALLOWA COUNTY
 ASSOCIATION OF OREGON COUNTIES
 NAMI LANE COUNTY
 BENTON COUNTY
 DOUGLAS COUNTY
 JEFFERSON COUNTY
 LAKE COUNTY
 LINCOLN COUNTY
 POLK COUNTY
 UNION COUNTY
 WASHINGTON COUNTY
 MORROW COUNTY
 Mckenzie Personnel Services
 NORCOR Juvenile Detention
 Tillamook County Estuary
 Job Council
 BAKER CNTY GOVT

TILLAMOOK CNTY
 Multnomah County Dept of County Assets
 Wheeler County
 Resource Connections of Oregon
 Lane County Sheriff's Office
 Clatsop County Sheriff's Office
 Harney County Community Corrections
 Clackamas County Juvenile Dept
 Columbia Basin Care Facility
 City of Seaside Police Department

Account Type: Non-Profit (635 records)

Tamarack Aquatic Center
 Seven Feathers Casino
 St Paul Baptist Church
 Long Tom Watershed Council
 San Martin Deporres Catholic Church
 Portland Parks Foundation
 Cedar Hills Baptist Church
 Unitarian Universalist Church in Eugene
 Emmanuel Bible Church
 La Pine Chamber of Commerce
 Farmworkers Housing Development Corporation
 World Forestry Center
 Oregon Farm Bureau
 Mt Emily Safe Center
 Salem First Presbyterian Church
 Rolling Hills Baptist Church
 Baker Elks
 Gates Community Church of Christ
 PIP Corps LLC
 Turtle Ridge Wildlife Center
 Grande Ronde Model Watershed Foundation
 Western Environmental Law Center
 Oregon District 7 Little League
 Mercy Flights, Inc.
 Metropolitan Contractor Improvement Partnership
 The Christian Church of Hillsboro Oregonb
 Congregation Neveh Shalom
 My Fathers House
 Step Forward Activities Inc
 HHoly Trinity Greek Orthodox Cathedral
 MECOP Inc.

Workforce Northwest Inc
 Lane Arts Council
 Intergral Youth Services
 Children Center At Trinity
 Beaverton Christians Church
 Oregon Humanities
 St. Pius X School
 Community Connection of Northeast Oregon, Inc.
 St Mark Presbyterian Church
 Living Opportunities, Inc.
 Coos Art Museum
 OETC
 Blanchet House of Hospitality
 Garten Services Inc
 Merchants Exchange of Portland, Oregon
 Coalition for a Livable Future
 West Salem United Methodist
 Central Oregon Visitors Association
 Soroptimist International of Gold Beach, OR
 Real Life Christian Church
 Dayton Christian Church
 Delphian School
 AVON
 EPUD-Emerald People's Utility District
 Human Solutions, Inc.
 The Wallace Medical Concern
 Boys & Girls Club of Salem, Marion & Polk Counties
 The Ross Ragland Theater and Cultural Center
 Cascade Health Solutions
 Umpqua Community Health Center
 ALZHEIMERS NETWORK OF OREGON
 NATIONAL WILD TURKEY FEDERATION
 TILLAMOOK ESTUARIES PARTNERSHIP
 LIFEWORKS NW
 Independent Development Enterprise Alliance
 MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
 HALFWAY HOUSE SERVICES, INC.
 REDMOND PROFICIENCY ACADEMY
 OHSU FOUNDATION
 SHELTERCARE
 PRINGLE CREEK SUSTAINABLE LIVING CENTER
 PACIFIC INSTITUTES FOR RESEARCH

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

EUGENE SYMPHONY ASSOCIATION, INC.
 STAR OF HOPE ACTIVITY CENTER INC.
 SPARC ENTERPRISES
 SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
 SALEM ALLIANCE CHURCH
 Lane Council of Governments
 FORD FAMILY FOUNDATION
 TRAILS CLUB
 NEWBERG FRIENDS CHURCH
 WOODBURN AREA CHAMBER OF COMMERCE
 CONTEMPORARY CRAFTS MUSEUM AND GALLERY
 CITY BIBLE CHURCH
 OREGON LIONS SIGHT & HEARING FOUNDATION
 PORTLAND WOMENS CRISIS LINE
 THE SALVATION ARMY - CASCADE DIVISION
 WILLAMETTE FAMILY
 WHITE BIRD CLINIC
 GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
 PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
 HOUSING NORTHWEST
 OREGON ENVIRONMENTAL COUNCIL
 MEALS ON WHEELS PEOPLE, INC.
 FAITH CENTER
 Bob Belloni Ranch, Inc.
 GOOD SHEPHERD COMMUNITIES
 SACRED HEART CATHOLIC DAUGHTERS
 HELP NOW! ADVOCACY CENTER
 TENAS ILLAHEE CHILDCARE CENTER
 SUNRISE ENTERPRISES
 LOOKING GLASS YOUTH AND FAMILY SERVICES

 SERENITY LANE
 EAST HILL CHURCH
 LA GRANDE UNITED METHODIST CHURCH
 COAST REHABILITATION SERVICES
 Edwards Center Inc
 ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
 NEW HOPE COMMUNITY CHURCH
 KLAMATH HOUSING AUTHORITY

 QUADRIPLIGICS UNITED AGAINST DEPENDENCY, INC.
 SPONSORS, INC.
 COLUMBIA COMMUNITY MENTAL HEALTH ADDICTIONS RECOVERY CENTER, INC
 METRO HOME SAFETY REPAIR PROGRAM
 OREGON SUPPORTED LIVING PROGRAM
 SOUTH COAST HOSPICE, INC.
 ALLFOURONE/CRESTVIEW CONFERENCE CTR.
 The International School
 REBUILDING TOGETHER - PORTLAND INC.
 PENDLETON ACADEMIES
 PACIFIC FISHERY MANAGEMENT COUNCIL
 DOGS FOR THE DEAF, INC.
 PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
 EMMAUS CHRISTIAN SCHOOL
 DELIGHT VALLEY CHURCH OF CHRIST
 SAINT CATHERINE OF SIENA CHURCH
 PORT CITY DEVELOPMENT CENTER
 VIRGINIA GARCIA MEMORIAL HEALTH CENTER
 CENTRAL CITY CONCERN
 CANBY FOURSQUARE CHURCH
 EMERALD PUD
 VERMONT HILLS FAMILY LIFE CENTER
 BENTON HOSPICE SERVICE
 INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
 COMMUNITY CANCER CENTER
 OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
 CASCADIA BEHAVIORAL HEALTHCARE
 WILD SALMON CENTER
 BROAD BASE PROGRAMS INC.
 SUNNYSIDE FOURSQUARE CHURCH
 TRAINING EMPLOYMENT CONSORTIUM
 RELEVANT LIFE CHURCH
 211INFO
 SONRISE CHURCH
 LIVING WAY FELLOWSHIP
 Women's Safety & Resource Center
 SEXUAL ASSAULT RESOURCE CENTER
 IRCO
 NORTHWEST YOUTH CORPS
 TILLAMOOK CNTY WOMENS CRISIS CENTER
 SECURITY FIRST CHILD DEVELOPMENT CENTER

CLASSROOM LAW PROJECT
 YOUTH GUIDANCE ASSOC.
 PREGNANCY RESOUCE CENTERS OF GRETER
 PORTLAND
 ELMIRA CHURCH OF CHRIST
 JASPER MOUNTAIN
 ACUMENTRA HEALTH
 WORKSYSTEMS INC
 COVENANT CHRISTIAN HOOD RIVER
 OREGON DONOR PROGRAM
 NAMI OREGON
 OLIVET BAPTIST CHURCH
 SILVERTON AREA COMMUNITY AID
 CONFEDERATED TRIBES OF GRAND RONDE
 NEIGHBORIMPACT
 CATHOLIC COMMUNITY SERVICES
 NEW AVENUES FOR YOUTH INC
 LA CLINICA DEL CARINO FAMILY HEALTH CARE
 CENTER
 DECISION SCIENCE RESEARCH INSTITUTE, INC.
 WESTERN STATES CENTER
 HIV ALLIANCE, INC
 PARTNERSHIPS IN COMMUNITY LIVING, INC.
 FANCONI ANEMIA RESEARCH FUND INC.
 BLIND ENTERPRISES OF OREGON
 OREGON BALLET THEATRE
 SMART
 All God's Children International
 FARMWORKER HOUISNG DEV CORP
 UMPQUA COMMUNITY DEVELOPMENT
 CORPORATION
 REGIONAL ARTS AND CULTURE COUNCIL
 THE EARLY EDUCATION PROGRAM, INC.
 MACDONALD CENTER
 EVERGREEN AVIATION MUSEUM AND CAP.
 MICHAEL KING.
 SELF ENHANCEMENT INC.
 FRIENDS OF THE CHILDREN
 SOUTH LANE FAMILY NURSERY DBA FAMILY
 RELIEF NURSE
 COMMUNITY VETERINARY CENTER
 PORTLAND SCHOOLS FOUNDATION
 SUSTAINABLE NORTHWEST
 OREGON DEATH WITH DIGNITY
 BIRCH COMMUNITY SERVICES, INC.

BAY AREA FIRST STEP, INC.
 OSLC COMMUNITY PROGRAMS
 EN AVANT, INC.
 ASHLAND COMMUNITY HOSPITAL
 NORTHWEST ENERGY EFFICIENCY ALLIANCE
 BONNEVILLE ENVIRONMENTAL FOUNDATION
 SUMMIT VIEW COVENANT CHURCH
 SALMON-SAFE INC.
 BETHEL CHURCH OF GOD
 PROVIDENCE HOOD RIVER MEMORIAL
 HOSPITAL
 SAINT ANDREW NATIVITY SCHOOL
 BARLOW YOUTH FOOTBALL
 SPOTLIGHT THEATRE OF PLEASANT HILL
 FAMILIES FIRST OF GRANT COUNTY, INC.
 TOUCHSTONE PARENT ORGANIZATION
 CANCER CARE RESOURCES
 CASCADIA REGION GREEN BUILDING COUNCIL
 SHERMAN DEVELOPMENT LEAGUE, INC.
 SCIENCEWORKS
 WORD OF LIFE COMMUNITY CHURCH
 SOCIAL VENTURE PARTNERS PORTLAND
 OREGON PROGRESS FORUM
 CENTER FOR RESEARCH TO PRACTICE
 WESTERN RIVERS CONSERVANCY
 UNITED WAY OF THE COLUMBIA WILLAMETTE
 EUGENE BALLET COMPANY
 EAST WEST MINISTRIES INTERNATIONAL
 SISKIYOU INITIATIVE
 EDUCATIONAL POLICY IMPROVEMENT CENTER
 North Pacific District of Foursquare Churches
 CATHOLIC CHARITIES
 FIRST CHURCH OF THE NAZARENE
 WESTSIDE BAPTIST CHURCH
 Housing Development Center
 Hoodview Christian Church
 Little Promises Chlildren's Program
 UNION GOSPEL MISSION
 GRACE BAPTIST CHURCH
 COMMUNITY ACTION ORGANIZATION
 OUTSIDE IN
 MAKING MEMORIES BREAST CANCER
 FOUNDATION, INC.
 ELAW
 COMMUNITY HEALTH CENTER, INC

Greater Portland INC	College United Methodist Church
Eugene Builders Exchange	The Collins Foundation
Boys & Girls Club of Corvallis	Prince of Peace Lutheran Church & School
Southeast Uplift Neighborhood Coalition	NEDCO
First United Presbyterian Church	Salem Evangelical Church
PDX Wildlife	Daystar Education, Inc.
Jackson-Josephine 4-C Council	Oregon Social Learning Center
North Coast Family Fellowship	Pain Society of Oregon
P E C I	environmental law alliance worldwide
Childswork Learning Center	Community in Action
Portland Schools Alliance	Safe Harbors
New Artists Performing Arts Productions, Inc.	FIRST CHRISTIAN CHURCH
Relief Nursery	Pacific Classical Ballet
St. Mary's Episcopal Church	Depaul Industries
Viking Sal Senior Center	African American Health Coalition
Boys and Girls Club of the rogue valley	Jesus Prayer Book
DrupalCon Inc., DBA Drupal Association	Coalition Of Community Health
Albany Partnership for Housing and Community Development	River Network
Hermiston Christian Center & School	CCI Enterprises Inc
Dress for Success Oregon	Oregon Nurses Association
Beaverton Rock Creek Foursquare Church	GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE
St Paul Catholic Church	Mount Angel Abbey
St Mary's Catholic School and Parish	YMCA OF ASHLAND
Polk Soil and Water Conservation District	YMCA OF COLUMBIA-WILLAMETTE
Street Ministry	ASSOCIATION SERVICES
La Grande Church of the Nazarene	Multnomah Law Library
Spruce Villa, Inc.	Friends Of Tryon Creek State P
House of Prayer for All Nations	Ontrack Inc.
Sacred Heart Catholic Church	Calvin Presbyterian Church
African American Health Coaliton, Inc.	HOLT INTL CHILD
Happy Canyon Company	St John The Baptist Catholic
Village Home Education Resource Center	Portland Foursquare Church
Monet's Children's Circle	Portland Christian Center
Cascade Housing Association	Church Extension Plan
Dayspring Fellowship	Occu Afghanistan Relief Effort
Northwest Habitat Institute	EUGENE FAMILY YMCA
Winding Waters Medical Clinic	Christ The King Parish and School
First Baptist Church	Newberg Christian Church
The Nature Conservancy, Willamette Valley Field Office	First United Methodist Church
Serenity Lane Health Services	Zion Lutheran Church
Portland Community Reinvestment Initiatives, Inc.	Southwest Bible Church
GeerCrest Farm & Historical Society	Community Works Inc
	Masonic Lodge Pearl 66
	Molalla Nazarene Church

Transition Projects, Inc	Oregon Satsang Society, Inc., A chartered
St Michaels Episcopal Church	Affiliate of ECKANKAR , ECKA
Saint Johns Catholich Church	First Baptist Church of Enterprise
Access Inc	The Canby Center
Community Learning Center	Instituto de Cultura y Arte In Xochitl In Cuicatl
Old Mill Center for Children and Families	OSLC COMMUNITY PROGRAMS OCP
Sunny Oaks Inc	Oregon Nikkei Endowment
Hospice Center Bend La Pine	Eastern Oregon Alcoholism Foundation
Westside Foursquare Church	Grantmakers for Education
Relief Nursery Inc	The Spiral Gallery
Morning Star Community Church	The ALS Association Oregon and SW
MULTNOMAH DEFENDERS INC	Washington Chapter
Providence Health System	Children's Relief Nursery
Holy Trinity Catholic Church	Home Builders
Holy Redeemer Catholic Church	World of Speed
Alliance Bible Church	SW Community Health Center
CARE OREGON	Energy Trust of Oregon
Mid Columbia Childrens Council	St. Vincent de Paul Church
HUMANE SOCIETY OF REDMOND	Fr. Bernard Youth Center
Our Redeemer Lutheran Church	Oregon Psychoanalytic Center
Kbps Public Radio	Store to Door
Skyball Salem Keizer Youth Bas	Depaul Industries
Open Technology Center	OUR LADY OF PERPETUAL HELP CATHOLIC
Grace Chapel	CHURCH ALBANY OREGON
CHILDREN'S MUSEUM 2ND	SELCO Community Credit Union
Solid Rock	North Coast Christian Church
West Chehalem Friends Church	Union County Economic Development Corp.
Guide Dogs For The Blind	Camelto Theatre Company
Aldersgate Camps and Retreats	Camp Fire Columbia
St. Katherine's Catholic Church	TAKE III OUTREACH
The Alliance NW of the Christian & Missionary	Rolling Hills Community Church
Alliance	Summa Institute
Bags of Love	Amani Center
Grand View Baptist Church	Billy Webb Elks lodge #1050
Green Electronics Council	Silverton Senior Center
Scottish Rite	Sandy Seventh-day Adventist Church
Western Wood Products Association	Muddy Creek Charter School
THE NEXT DOOR	A FAMILY FOR EVERY CHILD
NATIONAL PSORIASIS FOUNDATION	1000 FRIENDS OF OREGON
NEW BEGINNINGS CHRISTIAN CENTER	NONPROFIT ASSOCIATION OF OREGON
HIGHLAND UNITED CHURCH OF CHRIST	LUKE DORF INC
OREGON REPERTORY SINGERS	FAMILY CARE INC
HIGHLAND HAVEN	MEDICAL TEAMS INTL
FAIR SHARE RESEARCH AND EDUCATION FUND	Clean Slate Canine Rescue & Rehabilitation
	St. Martins Episcopal church

Food for Lane County	Fund For Christian Charity
columbia gorge discovery center and museum	Deer Meadow Assisted Living
NAMI of Washington County	Oregon Laborers-Employer Administrative Fund, LLC
The Dalles Art Association	Umpqua Basin Water Association
Temple Beth Israel	Alpha Lambda House Corporation
Willamette Leadership Academy/Pioneer	Eugene Creative Care
Youth Corps Of Oregon	The Church of Christ of Latter Day Saints
Rose Haven	Cascade Height Public Charter School PTA
OREGON STATE UNIVERSITY BOOKSTORE INC	G.O.B.H.I
FAIRFIELD BAPTIST CHURCH	Association of Oregon Corrections Employees, Inc.
Sexual Assault Support Services	A Jesus Church Family
Neskowin Valley School	300 Main Inc
RON WILSON CENTER FOR EFFECTIVE LIVING INC	Southwestern Oregon Public Defender Services, Inc.
St. Joseph Shelter	Albertina Kerr Centers
The Inn Home for Boys, Inc.9138	Dufur Christian Church
MCKENZIEWATERSHED COUNCIL	St. Matthew Catholic School
MENNONITE HOME OF ALBANY INC	Serendipity Center Inc
Oregon Technical Assistance Corporation	CASA of Marion County
Oregon And Southern Idaho Laborers Employers Training School	Westside Church of Christ Inc
New Life Fellowship Church of God	Northwest Family Services
Gladstone Senior Center	Network Charter School
Education Travel & Culture, Inc.	Ride Connecton
Rural Development Initiatives	Parenting Now!
Jason Lee Manor/UMRC	Christian Church of Woodburn
YMCA of Marion and Polk Counties	Native American Youth and Family Center Early College Academy
PacificSource Health	USO Northwest
Faith Christian Fellowship	Norkenzie Christian Church
Brookings Elks Lodge	Little Flower Development Center
Tillamook Seventh Day Adventist Church	Evergreen Wings and Waves
Oregon Jewish Community Foundation	Ascension Episcopal Parish
East River Fellowship	Center for Family Development
Holy Family Academy	West Salem Foursquare Church
FIRST BAPTIST CHURCH OF EUGENE	Mount Pisgah Arboretum
Peace Lutheran Church	Lower Columbia Estuary Partnership
Housing Authority of Douglas County	Mt Hood Hospice
Vietnamese Christian Community Church	Opportunity Foundation of central Oregon
Friends for Animals	Constructing Hope
Family Building Blocks	Abuse Recovery Ministry & Services
Goodwill Industries of Lane and South Coast	Oasis Shelter Home
Friends of Driftwood Library	Nehalem Bay House
Consumers Power Inc.	p:ear
A. C. Gilbert's Discovery Village	
First Lutheran Church of Astoria	

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

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

Account Type: College and University (33 records)

Oregon State University
 Treasure Valley Community College
 Unviersity of Oregon
 OREGON UNIVERSITY SYSTEM
 University of Western States
 GEORGE FOX UNIVERSITY
 LEWIS AND CLARK COLLEGE
 PACIFIC UNIVERSITY
 REED COLLEGE
 WILLAMETTE UNIVERSITY
 LINFIELD COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NORTHWEST CHRISTIAN COLLEGE
 NATIONAL COLLEGE OF NATURAL MEDICINE
 BLUE MOUNTAIN COMMUNITY COLLEGE
 PORTLAND STATE UNIV.
 CLACKAMAS COMMUNITY COLLEGE

MARYLHURST UNIVERSITY
 OREGON HEALTH AND SCIENCE UNIVERSITY
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 pacific u
 UNIVERSITY OF OREGON
 CONCORDIA UNIV
 Marylhurst University
 Corban College
 Oregon Center For Advanced T
 UNIVERSITY OF PORTLAND
 Portland Actors Conservatory
 University Of Oregon Athletics Department
 Ecola Bible School
 Beta Omega Alumnae
 Oregon Institute of Technology
 EASTERN OREGON UNIVERSITY

Account Type: Other (62 records)

Milton-Freewater Unified School District No 7
 Clackamas River Water Providers
 eickhoff dev co inc
 Cornerstone Association Inc
 The Klamath Tribe
 advocate care
 Cannon Beach Fire
 Life Flight Network LLC
 COVENANT RETIREMENT COMMUNITIES
 PENTAGON FEDERAL CREDIT UNION
 SAIF CORPORATION
 GREATER HILLSBORO AREA CHAMBER OF
 COMMERCE
 LANE ELECTRIC COOPERATIVE
 USAGENCIES CREDIT UNION
 PACIFIC CASCADE FEDERAL CREDIT UNION
 LOCAL GOVERNMENT PERSONNEL INSTITUTE
 GRANTS PASS MANAGEMENT SERVICES, DBA
 SPIRIT WIRELESS
 Kartini Clinic
 Astra
 Beit Hallel
 Cvalco
 OREGON CORRECTIONS ENTERPRISES
 OFFICE OF PUBLIC DEFENSE SERVICES
 Clatskanie People's Utility District
 PIONEER COMMUNITY DEVELOPMENT

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

Account Type: City Special District (21 records)

Roseburg Police Department
 Molalla Rural Fire Protection District
 MONMOUTH - INDEPENDENCE NETWORK
 EUGENE WATER & ELECTRIC BOARD
 MALIN COMMUNITY PARK AND RECREATION
 DISTRICT

TILLAMOOK PEOPLES UTILITY DISTRICT
 GLADSTONE POLICE DEPARTMENT
 GOLD BEACH POLICE DEPARTMENT
 THE NEWPORT PARK AND RECREATION
 CENTER
 RIVERGROVE WATER DISTRICT
 TUALATIN VALLEY FIRE & RESCUE
 GASTON RURAL FIRE DEPARTMENT
 CITY COUNTY INSURANCE SERVICES
 SOUTH SUBURBAN SANITARY DISTRICT
 SOUTH FORK WATER BOARD
 SUNSET EMPIRE PARK AND RECREATION
 SPRINGFIELD UTILITY BOARD
 Tillamook Urban Renewal Agency
 Netarts Water District
 OAK LODGE SANITARY DISTRICT
 Boardman Rural Fire Protection District

**Account Type: Independent Special District
 (50 records)**

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

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

Account Type: City (155 records)

City of Monmouth / Public Works
 McMinnville Police Department
 City of Sublimity
 City of Central Point Parks and Recreation
 Gearhart Fire Department
 Woodburn City Of
 Brookings Fire / Rescue
 City of Veneta
 CITY OF DAMASCUS
 Hermiston Fire & Emergency Svcs

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

CITY OF PRAIRIE CITY
 CITY OF REDMOND
 CITY OF SHERWOOD
 City of junction city
 City of Florence
 Columbia Gorge Community
 City of Dayton
 City of Carlton
 City of Pendleton Convention Center
 City of Monmouth
 City of Philomath
 City of Sheridan
 Seaside Public Library
 City of Yoncalla
 La Grande Police Department
 Cove City Hall
 NW PORTLAND INDIAN HEALTH BOARD
 Portland Patrol Services
 City Of Bend
 City Of Coquille
 City Of Molalla
 ROCKWOOD WATER PEOPLE'S UTILITY
 DISTRICT
 City of St. Helens
 City of North Powder
 City of Eugene
 City of Cornelius, OR
 Toledo Police Department
 City of Independence
 City of Baker City
 McMinnville Water & Light
 City of Pendleton Parks & Recreation
 CITY OF SWEETHOME
 CITY OF THE DALLES
 CLACKAMAS FIRE DIST#1
 DESCHUTES PUBLIC LIBRARY
 STAYTON FIRE DISTRICT
 City of Ontario
 City of Corvallis Parks and Recreation
 North Lincoln Fire & Rescue #1
 City of Harrisburg
 Gladstone Public Library
 City of Portland Parks Bureau
 Seaside Fire & Rescue
 City Of North Bend

City of Union
 City of Nehalem
 City of Richland
 CITY OF LINCOLN CITY
 City of Donald
 City of Milton-Freewater
 CITY OF SCIO
 City of Forest Grove
 City Government
 City of Mt. Angel
 Albany Police Department

Account Type: County Special District (35 records)

Umatilla Electric Cooperative
 WATER ENVIRONMENT SERVICES
 Polk County Fire District No.1
 Netarts-Oceanside RFPD
 UIUC
 Rogue River Fire District
 Aurora Rural Fire District
 Tillamook County Emergency Communications
 District
 Southern Coos Hospital
 Oregon Cascades West Council of
 Governments
 MULTONAH COUNTY DRAINAGE DISTRICT #1
 PORT OF BANDON
 OR INT'L PORT OF COOS BAY
 MID-COLUMBIA CENTER FOR LIVING
 DESCHUTES COUNTY RFPD NO.2
 YOUNGS RIVER LEWIS AND CLARK WATER
 DISTRICT
 PACIFIC STATES MARINE FISHERIES
 COMMISSION
 CENTRAL OREGON IRRIGATION DISTRICT
 MARION COUNTY FIRE DISTRICT #1
 COLUMBIA RIVER PUD
 SANDY FIRE DISTRICT NO. 72
 BAY AREA HOSPITAL DISTRICT
 NEAH KAH NIE WATER DISTRICT
 PORT OF UMPQUA
 EAST MULTNOMAH SOIL AND WATER
 CONSERVANCY
 Benton Soil & Water Conservation District

DESCHUTES PUBLIC LIBRARY SYSTEM
 CLEAN WATER SERVICES
 North Douglas County Fire & EMS
 Crooked River Ranch Rural Fire Protection District
 PARROTT CREEK CHILD & FAM
 South Lane County Fire And Rescue
 Lake Chinook Fire & Rescue
 Clackamas County Water Environment Services

Amity Fire District

Account Type: Community College (16 records)

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

Account Type: State Agency (44 records)

Teacher Standards and Practices Commission
 Salem Keizer School District Purchasing
 Kdrv Channel 12
 Opta Oregon Permit Technician
 Oregon Forest Resources Institute
 Office of the Ong Term Care Ombudsman
 Oregon State Lottery
 OREGON TOURISM COMMISSION
 OREGON STATE POLICE
 OFFICE OF THE STATE TREASURER
 OREGON DEPT. OF EDUCATION
 SEIU LOCAL 503, OPEU

OREGON DEPARTMENT OF FORESTRY
 OREGON STATE DEPT OF CORRECTIONS
 OREGON CHILD DEVELOPMENT COALITION
 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 OREGON OFFICE OF ENERGY
 OREGON STATE BOARD OF NURSING
 BOARD OF MEDICAL EXAMINERS
 OREGON LOTTERY
 OREGON BOARD OF ARCHITECTS
 SANTIAM CANYON COMMUNICATION CENTER
 OREGON DEPT OF TRANSPORTATION
 OREGON TRAVEL INFORMATION COUNCIL
 OREGON DEPARTMENT OF EDUCATION
 OREGON DEPT. OF CORRECTIONS
 DEPARTMENT OF ADMINISTRATIVE SERVICES
 Oregon Board of Massage Therapists
 Oregon Tradeswomen
 Oregon Convention Center
 OREGON SCHL BRDS ASSOCIAT
 Central Oregon Home Health and Hos
 Oregon Health Care Quality Cor
 OREGON DEPARTMENT OF HUMAN SERVICES
 Oregon Air National Guard
 Training & Employment
 State of Oregon - Department of Administrative Services
 Aging and People with Disabilities
 Oregon State Fair Council
 Procurement Services/DAS
 STATE OF OREGON
 OREGON JUDICIAL DEPARTMENT
 City of Astoria Fire Department
 Columbia Gorge ESD

Account Type: Consolidated City/County (2 records)

Nehalem Bay Wastewater
 Association of Oregon Community Mental Health Programs

Account Type: Federal (7 records)

VA
 US FISH AND WILDLIFE SERVICE
 Bonneville Power Administration
 Oregon Army National Guard

USDA Forest Service
Yellowhawk Tribal Health Center
ANGELL JOB CORPS

Account Type: Housing Authority (11 records)

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

HOUSING AUTHORITY OF PORTLAND

WEST VALLEY HOUSING AUTHORITY
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
MARION COUNTY HOUSING AUTHORITY
HOUSING AUTHORITY OF THE CITY OF SALEM
Housing Authority of Yamhill County
The Housing Authority of the County of Umatilla

**FEMA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS**

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

In addition, Contractor agrees to the following specific provisions:

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

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

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

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

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

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

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.

Question and Answers for Solicitation #RFP-00254 - Waste Carts, Recycling Carts, Cart Parts & Related Products and Services

Overall Solicitation Questions

There are no questions associated with this Solicitation.