

**Meeting Date:** 5/26/2015

**Report Type:** Consent

**Report ID:** 2015-00460

**Title: Purchase/Cooperative Agreement: Food For Recreation Programs and Supplemental Purchases (Two-Thirds Vote Required)**

**Location:** Citywide

**Recommendation:** Pass a Motion 1) authorizing use of the U.S. Communities' cooperative purchasing agreement through North Carolina State University (NCSU) to access its contract with Provider Select LLC for food purchases for The 4th "R" Program, Camp Sacramento, and other City recreational programs from July 1, 2015 through June 30, 2017; 2) authorizing the City Manager or the City Manager's designee to issue the required purchase orders under the NCSU contract in an amount not to exceed \$197,250 per fiscal year, for a total amount not to exceed \$394,500; 3) suspending competitive bidding finding it is in the City's best interest to make direct supplemental food purchases from July 1, 2015 through June 30, 2017 at local grocery stores including Oro's Marketplace, SYSCO, Safeway, Whole Foods, CVS Pharmacy, Dollar Tree, K-Mart, Rite Aid, Wal Mart Corporate, Costco, Smart and Final, 99 Cent Stores, Target and Raley's Family of Fine Foods in an amount not to exceed \$301,225 per fiscal year for a total amount not to exceed \$602,450; and 4) authorizing the Department of Parks and Recreation to make purchases at local grocery stores with a purchase order or with purchase cards from July 1, 2015 through June 30, 2017 for all recreation programs, subject to the foregoing total expenditure amount. Purchases are subject to funding availability in the adopted operating budget for the applicable fiscal year.

**Contact:** Shannon Brown, Interim Operations Manager, (916) 808-4070; Alan Tomiyama, Division Manager (916) 808-8958; Sylvia Fort, Division Manager, (916) 808-8381, Department of Parks and Recreation

**Presenter:** None

**Department:** Parks & Recreation Department

**Division:** Recreation Administration

**Dept ID:** 19001411

**Attachments:**

- 1-Description/Analysis
- 2-Background
- 3-Contract
- 4-Request for Proposal

---

**City Attorney Review**

Approved as to Form  
Sheryl Patterson  
5/18/2015 1:33:06 PM

**Approvals/Acknowledgements**

Department Director or Designee: Jim Combs - 5/7/2015 5:41:30 PM

## Description/Analysis

**Issue Detail:** The Parks and Recreation Department purchases food and related supplies for many of its recreation programs, including the 4<sup>th</sup> "R" Child Care Program and Camp Sacramento.

City Council authorization is required in order to use the U.S. Communities cooperative purchasing agreement through the North Carolina State University's (NCSU) contract with Provider Select, LLC to purchase food and related supplies for City recreational programs beginning July 1, 2015 through June 30, 2017. Authorization is also required by two-thirds vote to suspend competitive bidding to allow for direct purchases by staff of supplemental food and supplies at local stores with a purchase order or purchase card for the recreation programs. These proposed actions are consistent with the City Council's past approvals with regard to purchasing food for recreational programs.

**Policy Considerations:** In accordance with City Code 3.56.240, the City Manager may, by cooperative purchasing agreements approved by City Council, purchase supplies through contracts of other governmental jurisdictions without separate competitive bidding, where it is advantageous to the City. The cooperative agreement issued by NCSU on behalf of U.S. Communities cooperative purchasing group meets the Department of Parks and Recreation food specifications and will result in cost savings because of the competitive bidding that was undertaken by NCSU.

This report recommends suspending competitive bidding for supplemental food and related supplies from local retail grocery providers because: 1) the total annual expenditure amount at each store may exceed the \$5,000 bidding threshold under the City's procurement policies and grocery and retail stores ordinarily do not bid on public contracts; and 2) direct purchases from local retail and grocery providers allows for meeting the need for additional food products and supplies on a time-limited basis as required for operation of the Department of Parks and Recreation recreational programs. This is consistent with section 3.56.230 of the Sacramento City Code, that allows the City Council to suspend competitive bidding for the purchase of supplies when, upon a two-thirds vote, the Council determines that it is in the City's best interest to do so.

**Economic Impacts:** None

**Environmental Considerations:** This report concerns the purchase of food for the Department of Parks and Recreation. Continuing administrative activities, such as the purchase of food, is not a "project" for the purposes of CEQA pursuant to section 15378(b)(2) of the CEQA Guidelines (Title 14 Cal. Code Reg. § 15000 et seq.) and is exempt from CEQA pursuant to section 1560(b)(3) of the CEQA Guidelines.

**Sustainability:** Not applicable.

**Commission/Committee Action:** None with this item.

**Rationale for Recommendation:** On behalf of U.S. Communities and its members, NCSU conducted a competitive bidding process to select their food provider. The use of the NCSU cooperative purchasing agreement enables the City to maximize cost savings through volume buying and reduced administrative expenses.

**Financial Considerations:** The estimated cost of food and related supplies to be purchased from Provider Select utilizing the NCSU purchasing agreement through June 30, 2017 is \$394,500 or \$197,250 per fiscal year. The price for food products varies at any point in time because it is a perishable product that is subject to price escalation based on demand and production costs. The actual costs charged would be based on the date of each food order.

Camp Sacramento is expected to spend a total of \$203,700 during the contract period through June 30, 2017. The 4<sup>th</sup> "R" Child Care program is expected to spend a total of \$190,800 during the contract period through June 30, 2017 to serve its 18 locations.

Both programs that would use the cooperative purchasing agreement are intended to be self-supporting and have been purchasing food for many years as part of their budgeted operations. No additional General Fund appropriation is required. The 4<sup>th</sup> "R" Child Care Program and Camp Sacramento include food costs in the fee for service.

Purchases from July 1, 2015 through June 30, 2017, are subject to funding availability in the adopted operating budget of the applicable fiscal year.

Purchases for The 4<sup>th</sup> "R" Program and other recreation programs (Access Leisure, Camp Sacramento, Community Recreation Services, Parks, Older Adult Services, Community Centers, Neighborhood and Teen Services) that provide food as an integral part of their program will extend from July 1, 2015 through June 30, 2017.

Supplemental grocery and retail supplies to be purchased from local retail grocery providers on an as needed basis would include: Oro's Marketplace, SYSCO, Safeway, Whole Foods, CVS Pharmacy, Dollar Tree, K-Mart, Rite Aid, Wal Mart Corporate, Costco, Smart and Final, 99 Cent Stores, Target and Raley's Family of Fine Foods stores. This authorization for staff to procure supplemental supplies for all recreation programs would extend from July 1, 2015 through June 30, 2017 in an amount not to exceed a total amount of \$602,450 or \$301,225 per fiscal year.

**Local Business Enterprise (LBE):** The Smart and Final, Wal Mart, Oro's Marketplace, SYSCO, Safeway, Whole Foods, 99 Cent Stores, Target, Costco, Raley's, Bel Air, and Wal Mart stores to be used by Department of Parks and Recreation to purchase food for recreation programs are all local retail and grocery providers.

## **Background**

The 4<sup>th</sup> "R" Child Care Program is a fee-for-service program paid for by parents. The fees charged include funding for food. Camp Sacramento operates by charging all-inclusive rates to campers, which cover lodging, food and activities.

There are few opportunities to purchase bulk food items from retail grocery providers in Sacramento because they refuse to participate in the bid process and most will also not accept a purchase order. The volume and limitations of product sizes required by Parks and Recreation programs exceeds the expenditure limitations and requirements of Administrative Policy 4001, which requires solicitation of at least three prospective bidders for supplies over \$5,000 up to \$25,000 and issuance of an Invitation for Bids (IFB) for supplies more than \$25,000 and less than \$100,000. Some grocery providers offer in-house credit accounts in lieu of accepting purchase orders; however, a credit account is not an authorized method of purchase therefore, procurement credit cards will be used to make purchases from local grocery providers as needed to supplement the bulk food purchases from US Foodservice.

# Premier-US Foods Contract

Home > Premier - US Foods > Premier - US Foods Contract

**REGISTER**  
- or Sign In -

## Solutions

BY SUPPLIER (*show all ->*)

BY CATEGORY

- Facilities
- Office & School
- Specialty
- Technology

## Main Menu

JUMP TO:

- Solicitations
- About
- News & Events
- Resources
- Shop
- Solutions
- Contact Us
- Education Purchasing
- Government Purchasing
- Nonprofit
- Go Green Program
- Innovation Exchange

## Food Products and Related Supplies

### Lead Agency:

North Carolina State University, NC

4.5 years, Dec. 1, 2010 to Jun. 30, 2015

Contract has been extended through June 30, 2017

Option to renew for one (1) additional one (1) year period

### Contract Documents:

- Contract No. 13924
- Contract No. 13924 - Amendment #1
- Contract Extension

### RFP Documents:

- Request for Proposal - PDF document
- Request for Proposal - Addendum
- Posting Document

## Postings

Number of suppliers who responded to RFP: 2

| Posting Information:                                      | Date Posted:                   |
|---|--------------------------------|
| U.S. Communities Web                                      | Aug. 12, 2010 to Sep. 23, 2010 |
| Canadian MERX Public Tenders                              | Aug. 12, 2010 to Sep. 23, 2010 |
| State of Hawaii and Oregon                                | Aug. 12, 2010 to Sep. 23, 2010 |
| Onvia Demand Star   | Aug. 12, 2010 to Sep. 23, 2010 |
| Daily Journal of Commerce (DJC), Multnomah County, Oregon | Aug. 12, 2010 to Sep. 23, 2010 |
| State of North Carolina Interactive Purchasing System     | Aug. 12, 2010 to Sep. 23, 2010 |

## U.S. COMMUNITIES | NATIONAL COOPERATIVE PURCHASING PROGRAM



### Getting Started

- Program Overview
- How It Works
- FAQs



### Why Use U.S. Communities

- What Makes Us Different
- Webinars & Events
- Supplier Commitments



### Discounts on Brands

- Products & Suppliers
- Online Marketplace
- Solicitations



### Over 55,000 agencies trust U.S.

- Who Uses U.S. Communities?
- Cooperative Standards
- State Statutes

STATE OF NORTH CAROLINA  
WAKE COUNTY

NCSU Contract Control #13924  
8/98  
Rev: 9/10

**NORTH CAROLINA STATE UNIVERSITY**

**CONTRACT**

THIS AGREEMENT ("Agreement"), made and entered into this 1<sup>st</sup> day of December 2010, by and between Provider Select, LLC, 13034 Ballantyne Corporate Place, Charlotte, North Carolina 28277 ("Contractor"), and the North Carolina State University, c/o University Dining, Campus Box 7307, Raleigh, North Carolina 27695-7307 ("University").

**WITNESSETH**

THAT WHEREAS, the Contractor has submitted to the University a proposal for the performance of certain services; and,

WHEREAS, the University desires to enter into a contract with Contractor for the performance of these services; and,

WHEREAS, the parties hereto desire to reduce the terms of this agreement to writing;

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

1. Contractor agrees to provide the University with access to its group purchasing program for food service and to provide related services as outlined in the following documents:

NCSU RFP #63-JGD99906 dated August 12, 2010  
NCSU RFP #63-JGD99906 Amendment #1 dated August 27, 2010  
Premier response dated September 23, 2010  
Premier response to Clarification Request #1 dated October 19, 2010  
Premier Essentials Modified Letter of Participation signed by University

Referenced documents are incorporated by reference as if verbatim, and the University agrees to utilize the Contractor for such purposes.

2. In cases of conflict between specific provisions of the Contractor's proposal and this Agreement, this Agreement shall control.

3. Intentionally Omitted. Payment provisions are addressed in the documents referenced in Section 1 above.

4. The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the University's Contract Administrator. The

Contractor's individual(s) designated as key personnel for the purposes of this contract is Joan Ralph V.P. Continuum of Care Services. Randy Lait, Director of Dining Services, North Carolina State University, is designated the Project Coordinator for the University.

5. Contractor shall not subcontract this Agreement without prior written approval of the University's Contract Administrator; provided, however, that University acknowledges and agrees that as a group purchasing organization any products or services purchased by University will be purchased directly from Contractors vendors who participate in Contractors food service program as further referenced in the documents listed in Section 1 of this Agreement.

6. University's participation in the Contractor's group purchasing program for food service and related services by Contractor shall commence on the 1<sup>st</sup> day of December, 2010, and shall be completed by the 30<sup>th</sup> day of June, 2015. In addition, the University reserves the right to renew for three (3) additional one-year periods, not to exceed the 30<sup>th</sup> day of June 2018.

7. (a)The University may terminate this agreement at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement for any reason, including the voluntary or involuntary declaration of bankruptcy, the University shall have the right to terminate this contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

(b) In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to University. Notwithstanding the foregoing, in no event will the total amount due to Contractor exceed the total amount due Contractor under this Agreement. The Contractor shall not be relieved of liability to the University for damages sustained by the University by virtue of any breach of this agreement, and the University may withhold any payment due to the Contractor for the purpose of setoff until such time as the University can determine the exact amount of damages due the University because of the breach.

8. Any information, data, instruments, documents, studies, reports or deliverables given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential proprietary information of the University and not divulged or made available to any individual or organization without the prior written approval of the University. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the University and not the Contractor.

9. Intentionally Omitted.

10. Except as otherwise permitted in this Agreement, Contractor shall not assign or transfer any interest in this Agreement. However, upon written request approved by the University, the University may:

- a. Forward the Contractor's payment check directly to any person or entity designated by the Contractor; or,
- b. Include any person or entity designated by Contractor as joint payee on the Contractor's payment.

In no event shall such approval and action obligate the University to anyone other than the Contractor.

11. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, and in said County and State such matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of this Agreement, shall be determined in accordance with the laws of the State of North Carolina, without regard to the State's conflicts of laws provisions.

12. The Contractor shall be responsible for the proper custody and care of any property furnished him for use in connection with the performance of this Agreement, or purchased for this Agreement, and will reimburse the University for its loss or damage.

13. The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

14. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

15. The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

16. The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such employees shall not be employees of or have any individual contractual relationship with the University.

17. The Contractor shall hold and save the University, its Trustees, officers, agents, and employees, harmless from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Agreement. Contractor, its affiliates and their respective directors, officers, employees and agents shall not be liable to University or to any other entity or person for the acts or omissions solely of the suppliers or distributors ("Vendors") who provide goods and services to University as part of Contractor's food service program. As part of Contractor's food service program, Vendors agree to indemnification provisions that extend to participants in Contractor's food service program. Copies of such indemnification provisions are available for review upon request. This representation and warranty shall survive the termination or expiration of this contract.

18. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the parties and suspend all prior oral or written statements or agreement.

19. This Agreement may be amended only by written agreement of the parties executed by their authorized representatives.

20. The State or University auditor shall have access to persons and records as a result of all Agreements entered into by the University in accordance with General Statute 147-64.7.

21. All notices shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing:

If to the University:                      Director of Materials Management  
    North Carolina State University  
    Campus Box 7212  
    Raleigh, NC 27695-7212

If to the Contractor: Joan Ralph, V.P. Continuum of Care Services  
Premier, Inc.  
13034 Ballantyne Corporate Place  
Charlotte, NC 28277

With a Copy to: Premier Legal Department  
Attn: Vice President, Legal Services  
13034 Ballantyne Corporate Place  
Charlotte, NC 28277

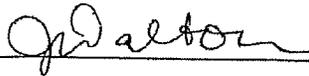
22. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitations.

23. PERSONAL IDENTIFIERS: If the University provides the Contractor with personal identifiers as listed in North Carolina General Statute 132-1.10 or any other legally confidential information, Contractor hereby certifies that, pursuant to NCGS 132-1.10, collection of social security number information or other legally confidential information from University is necessary for the performance of Contractor duties and responsibilities on behalf of the University. Contractor further certifies that it shall maintain the confidential and exempt status of any such social security number information, as required by subsection (c)(1) of the statute.

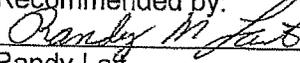
IN WITNESS THEREOF, the parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, effective the day and year first written above.

WITNESS:

NORTH CAROLINA STATE UNIVERSITY  
c/o: University Dining



Recommended by:



Randy Laft

Date: 1-18-11

Project Coordinator

Authorized by:



BY:



Charles D. Leffler

Date: 1/19/11

Vice Chancellor, Finance and Business

WITNESS:

CONTRACTOR

\_\_\_\_\_

BY: 

Joan Ralph

Date: 1/13/11

V.P. Continuum of Care Services

STATE OF NORTH CAROLINA

WAKE COUNTY

**NCSU Contract Control #13924 -1  
CONTRACT AMENDMENT #1  
Page 1 of 2**

08/98  
Rev: 04/04

**CONTRACT AMENDMENT #1**

This contract amendment is made and entered into this the 15th day of February, 2011, by and between Provider Select, LLC (through Premiere Inc.) 2320 Cascade Pointe Blvd., PO Box 668800, Charlotte, NC 28266-8800 ("Contractor"), and the North Carolina State University, c/o University Dining, Campus Box 7307, Raleigh, North Carolina 27695-7307 ("University").

**WHEREAS**, the University and the Contractor have entered an agreement dated December 1, 2010 (hereafter, the "Contract"), for the Contractor to perform certain professional services. A copy of the Contract is attached and made a part of this Amendment;

**WHEREAS**, the parties hereto desire to reduce the terms of this amendment to writing;

**THEREFORE**, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree to amend the Contract, as follows:

1. Add to page 5: Paragraph 24.
  24. As outlined in the proposal response, Contractor shall provide Participating Agencies with the Premier Foodservice Program. This allows participating agencies to access the products and services provided by Premier's group purchasing vendors. U.S. Foodservice is the Contractor's authorized distributor for programs and services provided. Through its distribution network, U.S. Foodservice shall provide: Account Representation, Marketing of Contracts, Product Inventory, Product Delivery, Billing and Invoicing, Reporting Tools, Program Maximization Tools and Product Recall Communications.
2. Except as specifically changed by this Amendment, all other terms, conditions and other provisions of the Contract remain in full force and effect.

CONTRACT AMENDMENT #1  
NCSU Contract Control #13924-1  
Page 2 of 2

IN WITNESS WHEREOF, The University and the Contractor have executed this amendment in duplicate originals, one of which is retained by each of the parties the day and year first written above.

WITNESS:

NORTH CAROLINA STATE UNIVERSITY  
c/o: University Dining

J. Dalton

Recommended by:

Randy Laft

Randy Laft

Date: 3-2-11

Project Coordinator

Authorized by:

J. Bithen

BY:

Kathryn S. Hart

Kathryn S. Hart  
AUC for Finance and Business  
and University Treasurer

Date: 3/2/11

CONTRACTOR

WITNESS:

\_\_\_\_\_

BY:

Joan Ralph

Joan Ralph

Date: \_\_\_\_\_

V.P. Continuum of Care Services

STATE OF NORTH CAROLINA

Rev. 10/12

WAKE COUNTY

**CONTRACT AMENDMENT # 2  
NC State Contract Control #13924-2**

This contract amendment is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 20 15, by and between Provider Select, LLC, 13034 Ballantyne Corporate Place, Charlotte, NC 28277 (hereinafter referred to as "Contractor"), and NORTH CAROLINA STATE UNIVERSITY, c/o University Dining, Attn: Randy Lait, Campus Box 7307, Raleigh, NC, 27695-7307 (hereinafter referred to as "NC State");

WHEREAS, NC State and the Contractor have entered an agreement dated December 1, 20 10, (hereafter, the "Contract"), for the Contractor to perform certain professional services. A copy of the Contract is attached and made a part of this Amendment;

WHEREAS, the parties hereto desire to reduce the terms of this amendment to writing;

THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree to amend the Contract, as follows:

1. NC State wishes to exercise its option to renew for the periods July 1, 2015 through June 30, 2016 and July 1, 2016 through June 30, 2017.

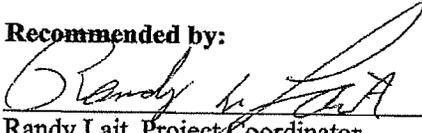
Except as specifically changed by this Amendment, all other terms, conditions and other provisions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, NC State and the Contractor have executed this amendment in duplicate originals, one of which is retained by each of the parties the day and year first written above.

NORTH CAROLINA STATE UNIVERSITY  
c/o University Dining

PROVIDER SELECT LLC

Recommended by:

  
Randy Lait, Project Coordinator

Date: 2/2/2015

Authorized by:

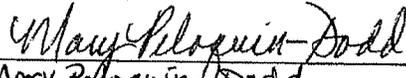
By: 

Name: Jon Garrett

Title: Vice President

Date: 1/23/2015

Authorized by:

  
Mary Peloguin-Dodd

Name: Charles D. Leffler

Acting Vice Chancellor, Finance and Business

Date: 02/05/2015

**NORTH CAROLINA STATE UNIVERSITY  
REQUEST FOR PROPOSALS**

**RFP #63-JGD99906**

**TITLE:** Food Services Prime Vendor

**USING DEPARTMENT:** University Dining  
U.S. Communities Participating Public Agencies

**ISSUE DATE:** August 12, 2010

**DUE DATE:** **2:00 p.m. EST, Thursday, September 23, 2010**

**ISSUING AGENCY:** North Carolina State University  
Purchasing Department  
Campus Box 7212  
Raleigh, NC 27695

Sealed Proposals subject to the conditions made a part hereof will be accepted until **2:00 p.m. EST, Thursday, September 23, 2010** for furnishing services described herein.

| <b>DELIVERY BY US POST OFFICE</b>   | <b>DELIVERY BY ANY OTHER MEANS</b>   |
|---|--|
| RFP No.63-JGD99906<br>Attn: Jessica Dalton, C.P.M. Purchasing Agent<br>North Carolina State University<br>Purchasing Department<br>Campus Box 7212<br>Raleigh NC 27695-7212 | RFP No.63-JGD99906<br>Attn: Jessica Dalton, C.P.M. Purchasing Agent<br>North Carolina State University<br>Purchasing Department<br>Administrative Services I Bldg<br>2721 Sullivan Drive, Ste 1100<br>Raleigh NC 27695 (919)515-6890 |

IMPORTANT NOTE: Indicate firm name, RFP number, and opening date on the front of each sealed proposal envelope or package. **One (1) original, seven (7) paper copies and seven (7) electronic copies (CD ROM or flash drive) are required.** Electronically submitted (email/fax) proposals will not be accepted.

Direct all inquiries concerning this RFP to: Jessica Dalton, C.P.M., CPPB, Purchasing Agent  
North Carolina State University  
Campus Box 7212  
Raleigh, NC 27695-7212  
919-515-6890 phone/919-515-3511 fax  
email: [jessica\\_dalton@ncsu.edu](mailto:jessica_dalton@ncsu.edu)

NOTE: A **MANDATORY PREPROPOSAL CONFERENCE** for all prospective offerors will be held at **10:00 a.m., Thursday, August 26, 2010** at the Materials Management Warehouse ([http://www.ncsu.edu/campus\\_map/cvm.htm](http://www.ncsu.edu/campus_map/cvm.htm), Bldg 161) located at 3240 Ligon Street in Raleigh, NC. Pre-proposal conference attendance is mandatory in order for a proposal to be considered for award. Proposals from vendors arriving at the conference after 10:00 a.m., who do not stay for the entire conference, or not attending will not be considered for award. Questions may be submitted up to the start of, and at this meeting. Questions may be submitted in writing via email to [jessica\\_dalton@ncsu.edu](mailto:jessica_dalton@ncsu.edu). No other contact (regarding this RFP) with the using department during the bid process is allowed. Unauthorized contact with the using department(s) during the bid process may subject your proposal to rejection.

## 1. PURPOSE

North Carolina State University, University Dining (hereafter referred to as "University" or "University Dining") seeks proposals from qualified vendors (hereafter referred to as "vendor", "supplier" or "contractor") for the provision of food products and related items to the University.

NC State University is a national center for teaching, research, and public service in the sciences and engineering, in business and management, in the humanities and social sciences, and in a range of professional programs including veterinary medicine and design. It is the largest academic institution in North Carolina, with almost 34,000 students and 7,900 employees, including more than 2,000 full-time faculty. Its historic strengths in science and technology are supported by its commitment to excellence in a comprehensive range of fields, and its research strength is complemented by its extensive community engagement.

Since 1887, the university has served its students, the people of North Carolina, and the nation, and its reach is increasingly global. The university is organized into 10 colleges that offer the baccalaureate degree in more than 110 fields, master's degrees in more than 100 fields, and doctoral degrees in 61 fields.

NC State is a flagship among the 17 institutions of the University of North Carolina system, which is led by a System President and governed by a 32-member Board of Governors appointed by the North Carolina General Assembly. NC State University is led by the chancellor and governed by a 13-member Board of Trustees.

The university has a current annual budget of approximately \$1.1 billion and an endowment valued at approximately \$500 million.

The university's campuses in Raleigh consist of 257 major buildings on almost 2,100 acres. Nearby are university research farms, biology and ecology sites, and forests. The Centennial Campus, established 25 years ago as a visionary academic enterprise and internationally recognized as a leading-edge model, houses faculty and programs from every college -- as well as more than 70 corporate and government partners -- organized into educational neighborhoods that stimulate creativity and innovation.

University Dining is the University's food-service provider, with annual revenues of \$27 million. It offers services and locations across campus, including three dining halls, two food courts featuring Chick-fil-A and Taco Bell, five Port City Java cafes, eight convenience stores, and cafes at the Veterinary School and McKimmon Center.

University Dining provides concessions at all Carter-Finley Stadium football games and major events as well as baseball and softball games at Doak and Dail Stadiums.

A division of University Dining, University Catering provides specialty food service to hundreds of functions throughout the NC State campus each year.

This is an aggregate RFP and award will be made on an overall basis as is deemed to be the best value to the University. The University intends to establish a contract for food items for the University with specified deliveries of quantities stated in the attachment. The University does not

guarantee the purchase of the quantities listed. They are provided as a guide to historical usage. Actual purchases may be more or less.

The information provided in this RFP does not include those products for University branded concept locations that have a vendor source specified by the branded concept licensor, nor does it include all food and supply items for the University. In the event that the successful bidder also supplies products for a branded concept at University, the right is reserved to integrate those products and delivery locations into this contract.

The successful contractor will furnish/deliver food service products and related items to University Dining locations across campus as needed. The University Dining locations are:

Atrium Food Court  
Case Dining Hall  
Clark Dining Hall  
College of Veterinary Medicine (Vet School)  
Concessions (As needed)  
Fountain Dining Hall  
Murphy Center  
Talley Student Center  
Vaughn Towers

In addition, the University (where appropriate herein referred to as "Lead Public Agency") on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (hereafter referred to as "Participating Public Agencies") seeks to enter into a Master Agreement to supply food services to such Participating Public Agencies through the U.S. Communities Government Purchasing Alliance ("U.S. Communities").

Objectives of the U.S. Communities Master Agreement include the following:

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

## 2. CONTRACT PERIOD

The term of any resulting contract will commence on or about November 1, 2010 and end on June 30, 2015. At the University's option and under the same terms and conditions contained herein, this contract may be extended for three (3) additional one-year periods, not to exceed June 30, 2018. The University intends to notify the awarded contractor by November 11, 2010.

Please note that school organizations will likely begin service with the beginning of a new academic year. The University plans to initiate service under any resulting contract on July 1, 2011. Participating Public Agencies may commence service at any time during the contract period.

**3. SCOPE OF WORK** – the following scope of work is specific to the University. Other entities utilizing any resulting U.S. Communities Master Agreement shall provide individual scopes of work to the awarded Contractor. The awarded Contractor shall, at a minimum, meet the requirements listed herein to any U.S. Communities Participating Public Agency.

- 3.1 The contractor shall provide food products and related items for use at University Dining locations. NET PRICES shall be offered for each item and the contractor shall so invoice. Specific delivery instructions shall be followed, and University will review all services throughout the life of any resulting contract.
- 3.2 Deliveries shall be made as specified. Additional deliveries may be requested without added cost to the University. The University reserves the right to approve or reject any changes in the time and days of deliveries. Following are the current delivery locations, times and days:

|                       |                 |                             |
|-----------------------|-----------------|-----------------------------|
| Fountain Dining Hall  | 5:45 to 6:15am  | daily                       |
| Case Dining Hall      | 6:15 to 6:30 am | daily                       |
| Clark Dining Hall     | 7:00 to 8:00 am | daily                       |
| Murphy Center         | 11:30 am        | Monday, Wednesday, Friday   |
| Talley Student Center | 6:45 to 7:30 am | daily                       |
| Atrium                | 8:00 to 8:30 am | Monday , Wednesday , Friday |
| Vet school            | 11:00 to 12:00  | Monday, Wednesday           |
| Vaughn Towers         | 12:00pm to 1 pm | daily                       |
| Concessions           |                 | As needed                   |

- 3.3 The contractor shall provide successful delivery rate of at least 98% of the items ordered. All items shall be delivered in good condition, and at the appropriate temperatures. Frozen goods will be hard frozen, with no evidence of thawing. Chilled goods shall be transported and delivered at a maximum temperature of 45 degrees F. Dry goods will be dry, with the cartons clean and intact.
- 3.4 Pack size changes will be allowed if product meets University specifications. Pack size differences shall be clearly marked in the proposal response.
- 3.5 Brand names may be changed provided a suitable substitute is tested and/or accepted by the University, except for those items marked as "SUB NOT ALLOWED". The contractor shall bid on and provide the exact brand and pack size specified on "SUB NOT ALLOWED" items, or provide documentation proving that particular product is unavailable to them.

- 3.6 In the event that questions arise concerning the acceptable quality of an item offered or delivered, the University will make the final decision as to acceptability of the product. If the University rejects a substituted brand of an item, the University will specify one or two acceptable brands and request documentation of delivered cost on those brands. For these items, no rebate or deviated pricing on that item will be considered in the bid award after bids have been opened.
- 3.7 Prices shall reflect cost plus handling fee. Cost to the University is defined as the cost of supplies actually purchased plus transportation costs to the contractor's loading dock minus only discounts, promotional allowances or manufacturer rebates plus the handling fee. Cost of delivery to the University is to be included in the handling fee. Vendor shall honor pricing provided in response to the RFP for a period of ninety (90) days from the date of award. Thereafter, prices may be changed to reflect the actual delivered cost of items to the contractor. Net delivered cost to the University shall always be based on the true and current cost of the product delivered at the time of delivery. Price changes shall be submitted electronically to the University's Cbord computer system on demand. The price list furnished shall contain only items that are purchased by the University. The handling fee shall remain the same throughout the contract period. Under no circumstances will the University's prices be increased should quantities fall short or exceed usage estimates provided. Quantities stated are estimates only and are not commitments to buy.
- 3.8 After the awarding of the RFP, if University Dining selects new items to be purchased, the contractor will have first opportunity to provide any new item requested by the University. The new item shall be supplied in a reasonable length of time (no more than 4 weeks). If it is determined that another supplier has the new item in stock, the contractor shall purchase that item from the other supplier for the University until the contractor has the item in its warehouse.
- 3.9 If the contractor cannot deliver an item that has been ordered, the contractor shall purchase the item from another source and deliver to the University, without additional cost, by the time specified by the University.
- 3.10 The contractor shall have a viable Hazard Analysis and Critical Control Program (HACCP) in place and shall provide documentation of that program immediately (within 1 week) if requested.
- 3.11 The contractor shall provide a single sales representative to the University to coordinate the program. The representative will be required to meet with University officials regularly to discuss issues of concern and shall be accessible during regular business hours in the event of an emergency. The sales representative shall visit the campus units daily to ensure proper service level is maintained.
- 3.12 All products shall meet or exceed the requirements of USDA Grade A specifications. The University may require documentation from the packer that all products meet Grade A Specifications.
- 3.13 The University supports the use of local farmers. The contractor shall make efforts to secure North Carolina products and provide documentation of such when requested.

- 3.14 Proposing contractors may be required to supply samples of any products during the evaluation process without charge to the University. Samples will not be returned to proposing vendors.
- 3.15 The University utilizes the Food Service Manager food production system from Cbord. This system manages menus, recipes, stock items, purchases orders, and receiving, and various cost accounting functions. The contractor shall supply an interface between the Cbord system and the contractor's ordering system to place orders and maintain system pricing information.
- 3.16 The University will place orders by on-line capability at most locations. If additional equipment or software is required to electronically transmit orders, the contractor shall supply this at no additional cost to the University. The contractor's system shall provide price update information electronically suitable for interfacing with the University's systems. The contractor shall provide order guide materials and a contact person for call in orders from smaller locations.
- 3.17 The contractor shall provide reports to University Dining on product usage, price changes, etc., as requested.
- 3.18 The University will conduct selective audits of the contractor's invoices and proof of payment for all items purchased periodically. During this audit, the contractor shall provide proof of actual invoice and cost of the items provided to validate the price charged to the University. The information may include, but is not limited to, invoices for distributor purchases from their manufacturers: freight bills or support documentation of any applicable discounted pricing or off-invoice allowances. In the event the University has been overcharged, the contractor will reimburse the University for the amount of the overcharge.
- 3.19 The University reserves the right to cancel this contract with thirty (30) days written notice at any time during the contract if it deems the contractor has repeatedly failed to perform its obligation to the standards described herein.

The contractor is considered to be failing to perform its obligation for:

- Multiple deliveries missed, late, or incomplete.
  - Repeated instances of food products that arrive spoiled, damaged, or are of substandard quality
  - Excessive numbers of product substitutions ("excessive" to be determined by the University)
  - Prices of a significant number of items delivered increased beyond that of the general food service industry.
  - Failure to meet or pay monetary amounts guaranteed in the bid.
  - Failure to provide adequate service to the University to respond to problems and resolve them.
  - Any other substantial failures to meet the goals of this RFP.
- 3.20 The University is a member of the CURB (College and University Rebate Program) group buying program. The contractor shall submit product purchase data to CURB in order for rebate program processing to occur. Contractors shall also take care to ensure that promotional or deviated pricing does not conflict with CURB program member allowances.

- 3.21 The University provides nutritional information and ingredients to customers for all provided products. Therefore, the contractor shall supply this information to the University either on its website or upon request for new products.
- 3.22 The contractor shall comply with University requirements specific to delivery, quality and volumes of the items quoted. Other items may be added and will be subject to the provisions of any resulting contract.

#### **4. ADDITIONAL REQUIREMENTS**

- 4.1 Proposals will only be considered from contractors organized primarily for the purpose of providing perishable foods and beverages to institutions, with a record of successful operation. Experience servicing organizations similar in size and scope to those required herein is required. The University will only accept proposals directly from food distributors or organizations, such as Group Purchasing Organizations, that have direct contractual relationships with each manufacturer. Three references must be provided to substantiate the required experience. The attached reference form must be completed. It is the vendor's responsibility to provide valid reference information and the University reserves the right to use reference check responses in its evaluation of proposals.
- 4.2 Delivery Schedule: The delivery day(s) will be mutually agreed upon between the University and the contractor. The University reserves the right to increase frequencies of deliveries should demand warrant it.
- 4.3 Proof of Delivery and Invoicing: All sales slips must be signed by the delivery person and receiving agent of the University at each delivery. Invoices shall be submitted in duplicate to the University in accordance with the department's operating policies. Fountain Dining Hall currently receives palletized honor drop deliveries.
- 4.4 Installation of any required equipment and first delivery of product shall be completed by August 1, 2011.
- 4.5 All products shall be Grade "A". Products shall meet the standard of quality and sanitation of the State Department of Health, the State Department of Agriculture, and all other federal, state and local regulatory agencies, as shall cartons and containers. In no case will items be accepted that are below the minimum standards sold commercially.
- 4.6 Effort has been made to designate items according to standard sizes, weights and packaging. If contractor proposes any items(s) at variance with descriptions given hereon, contractor shall clearly point out such difference(s).
- 4.7 Multiple awards will not be considered for the University. One contractor shall be selected for the University as a result of this RFP.

## 5. PROPOSAL RESPONSE

At a minimum, the proposal response shall include the following:

- One original and (7) copies along with seven (7) CD ROM's/flash drives containing the cost proposal spreadsheet.
- Written response to each item in Sections 3 & 4.
- One (1) printed copy of cost proposal spreadsheet information
- The required reference information
- Execution of proposal page
- Certificate of Insurance
- Supplier Worksheet for National Program Consideration (pg 31)
- Supplier Information (pages 32-37)

Incomplete proposals will not be considered for award.

## 6. EVALUATION CRITERIA

All proposals will be evaluated according to, but not necessarily limited to, the following criteria:

- **SCREENING CRITERIA:** Complete proposal response (see section 5). All items requested are included in the response package and submitted as instructed. Incomplete responses will not be considered further.

Proposals meeting screening criteria will be further evaluated as follows:

- Vendor demonstrates the ability to meet the requirements in its response to the RFP.
- Favorable reference responses.
- Positive responses to all items listed in the "SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION" (page 31)
- Availability of service personnel to regularly consult with the University regarding service.
- Evaluation of samples.

Proposals satisfactorily meeting the above requirements will then be evaluated for the following:

- The value, quality and type of programs and services offered to assist University Dining in reducing costs, increasing revenues, or improving services.
- The net cost to the University.

**PLEASE NOTE THAT THE UNIVERSITY WILL EVALUATE BASED ON THE MARKUP PERCENTAGE METHOD. THE FEE PER CASE PRICING IS REQUESTED FOR USE AS NEEDED BY PARTICIPATING PUBLIC AGENCIES.**

The Contractor providing the best overall value to the University shall be selected.

## 7. COST PROPOSAL

**An electronic file for the Product List is provided in Microsoft Excel format. Please email Jessica\_Dalton@ncsu.edu to request the electronic file. This file must be completed exactly as supplied with no format modifications and provided on a CD or flash drive as part of the sealed proposal response. No electronic submittal (email submittal) of this file will be permitted. It is the vendor's responsibility to return the file in readable condition. A printed copy of the electronic file shall also be included in the proposal response.**

Contractors shall quote the exact products listed wherever possible. For "house brands", below is a guide to use to match house brands against the ones listed, currently from US Foodservice. Contractors shall bid on the house brand that corresponds to the house brand currently used.

|                 |                     |
|-----------------|---------------------|
| Monarch Premium | Above first Quality |
| US Blue         | First Quality       |
| US Red          | Second Quality      |
| Harvest         | Third Quality       |

The spreadsheet contains a listing of products currently purchased, with annual usage amount, the manufacturer, manufacturer's code number (if available), pack size, and the pricing unit. Contractors shall complete the price according to the pricing unit indicated. If a significant number of products are bid by incorrect pricing unit, the bid may be rejected.

In the column marked "COST", please enter the cost of the product to the contractor. This cost shall be substantiated by an actual invoice indicating the amount paid for the product. The University will request documentation of actual invoice cost for a sample of the items bid after the bids have been submitted. Proposing contractors shall also complete the date of the cost data in the spreadsheet. For purposes of this bid, please use the week of August 16<sup>th</sup>, 2010 for your cost basis.

The next field is marked "Rebate / Discount". Please indicate here any deviated pricing, rebate or discount negotiated from the manufacturer that is not reflected on the invoice cost in the same unit as the pricing unit. Please submit a written statement from the manufacturer substantiating the deviated pricing, rebate or discount with the amount and period. Only include rebates or discounts that are for a period of at least six calendar months. Short-term rebates will not be considered in the awarding of this RFP.

The total amount of savings generated in the "Rebate/Discount" column shall be guaranteed for all four (4) years of the contract. After the deviated pricing/rebate/discounts for the first year expire, the contractor may renegotiate any or all of these items with other manufacturers, so long as the total of the savings in years 2, 3 and 4 meet or exceed those from the first year. The contractor shall administer the rebate program, with rebate allowances shown off-invoice at the time of purchase.

In the field titled "Markup", complete for each section the percentage that will be marked up to the University to cover handling costs. Do not put a separate markup percentage for each product, rather put one percentage for each category of items (i.e.: chilled, frozen, etc.).

For the category "COP" (Center of Plate) you may elect to mark up the product based on the per pound cost. If electing to mark up based on per pound cost, enter "0" for the markup on the bid sheet of the spreadsheet, then on the "COP" tab you must enter the markup per pound and pounds per unit of measure in the columns to the right of the markup.

The final cost columns shall indicate the net cost per pricing unit and the annual cost of that product to the University.

In addition, many Participating Public Agencies require that pricing be structured on a “fee per case” basis. Please provide pricing on the spread sheet on a “fee per case” basis using the directions above.

**Do not alter any of the formula fields in the spreadsheet. Complete all items on the bid. Do not leave any items blank. If substituting a product, replace the product description, pack size, manufacturer, manufacturer’s code information. Do not change the product listing number.**

- A thorough analysis of the bids will be completed, including a head to head comparison of costs for equal items.
- Significant differences in pricing will be investigated.
- In the event of a pricing error, the opportunity may be provided to correct errors.
- Samples will be requested for products that show correct pricing but have a significant cost difference for the purpose of evaluating the acceptability of the product as a substitute.
- A random list of products will be audited for accuracy in pricing. Contractors shall be required to provide invoices that support the cost information included on the bid.

---

The University is interested in other aspects of the proposal that might improve operations or reduce overall costs. Contractors should consider a variety of allowances or programs that will enable the University to meet those goals. Please submit any allowances, reductions in handling fee, or any other value-added programs, with the value to the University, for any program that may be of interest to the University.

University Dining currently takes advantage of these methods that might reduce the costs:

Unitized or Palletized delivery.

Weekly Payment on invoices via check.

Guaranteed food show savings amount.

Please note the percent that may be reduced, the dollar amount to be guaranteed, or the value of the service provided for each of the methods. Do not put them together. The University reserves the right to accept or reject any or all of the add-on proposals, or to accept or reject any additional add-on proposals submitted.

Example: Proposal 1: Reduce Handling fee by x% for palletized deliveries.

Proposal 2: Reduce Handling fee by x% for weekly payments.

Proposal 3: Guaranteed X \$ annually from food show savings.

Proposal 4: Will provide food handling education courses valued at \$XXXX.

The University is also interested in other value-added services that may improve services or profitability. Please provide detailed information on any such services that would be provided, including any cost to the University for those services, and/or a dollar market value of those services.

The University will evaluate the bids and select the program that represents the best overall value to the University after evaluating the bids for errors, verifying substitutions, auditing price quotes and rebate offers, verifying the acceptability of substitute items, and consideration of any add-on incentive proposals. The RFP will not be awarded based on lowest total price at bid opening.

Note that an additional spreadsheet is provided with the bid tabulation entitled "UNCUunder50.xls". These are items that the University uses infrequently. While these items are not included in the bid tabulation, the awarded vendor will be expected to provide these items on a sporadic basis throughout the life of any resulting contract.

Participating Public Agencies will be purchasing other food and related items off this contract, please provide a spreadsheet of your pricing by category, this pricing should include both pricing for mark-up and "fee per case"

**The awarded vendor shall provide Participating Public Agencies the same category markup or fee per case on items not included in the University's cost spreadsheet. The University and all Participating Public Agencies shall be provided access to all items available from the awarded vendor.**

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

RFP # 63-JGD99906

**REFERENCES**

OFFERORS SHALL PROVIDE A MINIMUM OF THREE (3) REFERENCES FOR WHOM THEY HAVE PERFORMED SIMILAR WORK DURING THE PAST THREE (3) YEARS.

- (1) CLIENT NAME \_\_\_\_\_  
ADDRESS (Street) \_\_\_\_\_  
ADDRESS (City, St, Zip) \_\_\_\_\_  
CONTACT NAME \_\_\_\_\_  
TELEPHONE/E-MAIL \_\_\_\_\_
  
- (2) CLIENT NAME \_\_\_\_\_  
ADDRESS (Street) \_\_\_\_\_  
ADDRESS (City, St, Zip) \_\_\_\_\_  
CONTACT NAME \_\_\_\_\_  
TELEPHONE/E-MAIL \_\_\_\_\_
  
- (3) CLIENT NAME \_\_\_\_\_  
ADDRESS (Street) \_\_\_\_\_  
ADDRESS (City, St, Zip) \_\_\_\_\_  
CONTACT NAME \_\_\_\_\_  
TELEPHONE/E-MAIL \_\_\_\_\_

**THIS PAGE SHALL BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.**

**EXECUTION OF PROPOSAL**

DATE: \_\_\_\_\_

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- \_\_\_ That this proposal was signed by an authorized representative of the firm.
- \_\_\_ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- \_\_\_ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- \_\_\_ That, if required, the potential Contractor has attended the preproposal conference and is aware of the prevailing conditions associated with performing these services.
- \_\_\_ That the potential Contractor agrees to the conditions as set forth in this **Request for Proposal** with no exceptions.
- \_\_\_ That the potential Contractor can obtain a performance bond, if required herein, and insurance as specified.
- \_\_\_ That the proposal is submitted competitively and without collusion, that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class 1 Felony.

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within thirty (30) days from the date of the opening, to furnish the services for the prices quoted during any resulting contract period.

CONTRACTOR \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_  
 CITY AND STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ FAX \_\_\_\_\_  
 BY \_\_\_\_\_ TITLE \_\_\_\_\_  
 (Signature)  
 E-MAIL \_\_\_\_\_

\_\_\_\_\_  
 Type or Printed Name Federal Identification Number

\*\*\*\*\*  
**ACCEPTANCE OF PROPOSAL** DATE: \_\_\_\_\_

AGENCY \_\_\_\_\_ CITY AND STATE \_\_\_\_\_

BY \_\_\_\_\_ TITLE \_\_\_\_\_  
 (Signature)

**THIS PAGE SHALL BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.**

## GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **PROPOSAL SUBMITTAL:** All proposals must be received by the issuing agency not later than the date and time listed on the cover sheet of this proposal. **One (1) original, seven (7) paper copies and seven (7) electronic copies (CD ROM or flash drive) are required.** Each proposal must be signed and dated by an official authorized to bind the firm. Late proposals will not be considered for award.

Request for Proposals (RFP) are posted to The State of North Carolina Interactive Purchasing System (IPS) [www.ips.state.nc.us](http://www.ips.state.nc.us). An addendum to this RFP may be issued. If required, any subsequent addenda must be signed and submitted prior to the proposal closing. It is the **vendor's responsibility** to verify that all applicable addenda are submitted as required.

3. **ORAL PRESENTATIONS:** During the evaluation and at their option, the evaluators may request oral presentations from any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
4. **PROPOSAL EVALUATION:** Proposals will be evaluated according to the completeness, content, experience with similar projects, ability of the offeror and its staff and cost. The award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed to provide the best value to the University, and/or the State.
5. **COMMENCEMENT OF SERVICES:** After proposals are evaluated, and offer is made, accepted and approved by appropriate authorities, the University will issue a purchase order, a contract or a letter of agreement as an indicator to commence services.
6. **REQUEST FOR OFFERS:** Offerors are cautioned that this is a request for offers, not a request to contract and the University/State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the University or State.
7. **ORAL EXPLANATIONS:** The University shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
8. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
9. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

**It is desirable that all responses meet the following requirements:**

- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
  - Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
  - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
10. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the University will not reimburse any offeror for any costs incurred prior to award.

11. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of forty-five (45) days. Although the contract is expected to be awarded prior to that time, the 45-day period is requested to allow for unforeseen delays.
12. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
13. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the University are exempt from this provision.
14. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State when received.
15. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
16. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
17. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.
18. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the University invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
19. **PROTEST PROCEDURES:** A party wanting to protest a contract award pursuant to this solicitation must submit a written request to the Director of Purchasing, North Carolina State University, Purchasing Department, Campus Box 7212, Raleigh, NC 27695-7212. This request must be received in the University Purchasing Department within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation. Offerors may call the purchaser listed on the first page of this document to obtain a verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.
20. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.state.nc.us/pandc/>.
21. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.
22. **ENTERPRISE-LEVEL IT SYSTEMS OR TECHNOLOGIES:** The University is committed to promote and integrate universal IT accessibility in the delivery of its resources and to develop innovative solutions to accessibility challenges for students, faculty and staff. Vendors must:
  - a. Assure all features, components and sub-systems of the software or IT System contained on this RFP **fully comply** with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), (<http://www.section508.gov>);

OR

Detail why any feature, component or sub-system contained in this RFQ does not **fully comply** with Section 508, and the way in which the proposed product is out of compliance;

- b. If the Voluntary Product Accessibility Templates (VPAT) (<http://www.access-star.org/ITI-VPAT-v1.2.html>) are used, they must include compliance checklists for:
  - 1. Technical Standards,
  - 2. Function and Performance Criteria
  - 3. Documentation and Support
- c. The product offered in response to this RFP is subject to an accessibility evaluation by the University.

**NORTH CAROLINA STATE UNIVERSITY  
GENERAL CONTRACT TERMS AND CONDITIONS  
(Contractual and Consultant Services)**

**GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

1. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
2. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the University.
3. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the University's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
4. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the University's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
5. **INSPECTION AT CONTRACTOR'S SITE:** The University reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the University's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the University shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the University, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the University for damages sustained by the University by virtue of any breach of this agreement, and the University may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the University from such breach can be determined.

In case of default by the Contractor, the University may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The University reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to the University.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the University may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the University.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The University reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
8. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
9. **TERMINATION:** The University may terminate this agreement at any time by providing written notice to the contractor at least thirty (30) days before the effective date of the termination. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the University, become its property. If the contract is terminated by the University as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitations.
10. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the University for the purpose set forth in this agreement.
11. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the University.
12. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
13. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor. In addition, all inventions and the copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the University, and the Contractor agrees to assign all rights therein to the University. Contractor further agrees to provide University with any and all reasonable assistance which University may require to file patent applications, to obtain copyright registrations, or to perfect its title in any such inventions or works, including the execution of any documents submitted by the University.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract. Further, the University Internal Auditor shall have the same access to persons and records.
15. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the University may:
  - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
  - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).In no event shall such approval and action obligate the University to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
16. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

17. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
18. **SAFETY STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
19. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
  - b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
  - c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage; \$1,000,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

20. **ADVERTISING:** Contractor shall not use the existence of this contract or the name of the State of North Carolina or North Carolina State University as part of any advertising without prior written approval from the University.
21. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposal, any addenda thereto, and the offeror's response are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

22. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the University and the Contractor.
23. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
24. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
25. **GENERAL INDEMNITY:** The contractor shall hold and save the University, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the University 's agents who are involved in the delivery or processing of contractor goods to the University. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
26. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the University or State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.
- If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the University agent responsible for the contract.
- Vendor must give notice to the University of any relocation of the vendor, employees of the vendor, subcontractors of the vendor, or other persons performing services under a state contract outside of the United States.
27. **PRICING:** All prices offered herein shall be firm against any increases. Request by the contractor for a cost increase relevant to any contract extension shall be submitted in writing one hundred and eighty (180) days prior to each contract renewal. The University reserves the option of accepting a contractor's proposed cost increase or canceling the service and seeking proposals from other contractors. Requests for cost increases will be indexed to the same percent as any change in the Consumer Price Index/All Urban Consumers for the previous twelve month period of the request.
28. **DEBARMENT CERTIFICATION:** Offeror certifies to the best of its knowledge and belief, that it nor any of its principals a) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contract by any Federal agency; b) have not within a three year period preceding this award been convicted of or had a civil judgment rendered against them for: commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to this submission of offers; or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property; and c) are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of

these offenses enumerated herein. The offer certifies that they have not, within a three year period preceding this offer, had one or more contracts terminated for default by any federal agency.

"Principals" for the purpose of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segments, and similar positions.)

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution. Certification of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the University, the University may terminate this agreement for default.

Offeror hereby certifies these conditions and does so by signing the execution page of this quote document.

29. **PERSONAL IDENTIFIERS:** If the University provides the Contractor with personal identifiers as listed in North Carolina General Statute 131-1.10 or any other legally confidential information, Contractor hereby certifies that, pursuant to NCGS 132-1.10, collection of social security number information or other legally confidential information from University is necessary for the performance of Contractor duties and responsibilities on behalf of the University. Contractor further certifies that it shall maintain the confidential and exempt status of any such social security number information, as required by subsection (c)(1) of the statute.

The following pages include terms that are specific to Participating Public Agencies choosing to utilize the U.S. Communities Master Agreement.



**APPENDIX A**

**COMPETITIVE SOLICITATION**

**BY NORTH CAROLINA STATE UNIVERSITY**

**FOR**

**Furnishing and Delivery of Food and Food Service Related Supplies**

**ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES**

**AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES**

**GOVERNMENT PURCHASING ALLIANCE**

**RFP # 63-JGD99906**

## OVERVIEW

### **1. MASTER AGREEMENT**

North Carolina State University (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for the Furnishing and Delivery of Food and Food Service Related Supplies (herein “Products and Services”).

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

### **2. OBJECTIVES**

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

### **3. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES**

- A. Furnishing and Delivery of Food – the complete offering of grocery products, produce, dairy, refrigerated foods, frozen foods, meats, and other foods available from the Offeror
- B. Other Supplies - the complete range of products available from Offeror.
- C. Services - the complete range of services available from Offeror.

### **4. U.S. COMMUNITIES**

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) assists Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products

and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

**National Sponsors**

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

**Advisory Board**

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

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

*Current U.S. Communities Advisory Board Members*

|                                   |   |
|-----------------------------------|---|
| City of Charlotte/Mecklenburg, NC | Hillsborough Schools, FL                  |
| City of Los Angeles, CA           | City of Houston, TX                       |
| Cobb County, GA                   | Los Angeles County, CA                    |
| Dallas County, TX                 | Maricopa County, AZ                       |
| Davis Joint Unified Schools, CA   | Miami-Dade County/Public Health Trust, FL |
| City and County of Denver, CO     | Salem-Keizer School District, OR          |
| Emory University                  | City of San Antonio, TX                   |
| State of Georgia                  | San Diego Unified School District, CA     |
| Fairfax County, VA                | City of Seattle, WA                       |
| Harford County Public Schools, MD | Great Valley School District, PA          |
| Hennepin County, MN               | North Carolina State University, NC       |

**Participating Public Agencies**

Today more than 42,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.4 Billion Dollars in products and services annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

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.

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

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

### **Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$250 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, North Carolina State University and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2010 is estimated to purchase more than \$125 Million Dollars of products and services from existing U.S. Communities contracts.

### **Marketing Support**

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

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

### **Evaluation of Proposals**

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

U.S. Communities Advisory Board members will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively, meets the minimum qualifications and offers the lowest priced bid 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.

## SUPPLIER QUALIFICATIONS

### 5. SUPPLIERS

#### **Commitments**

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

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

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

(i) The pricing, terms and conditions of the Master Agreement shall be Supplier's primary offering to Public Agencies.

(ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.

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

(iv) Supplier shall provide a national/senior management account 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.

(v) Supplier shall demonstrate in its request for proposal ("RFP") or invitation to bid ("ITB") response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.

(vi) Supplier's field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier's options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier's sales representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency's objection, Supplier is permitted to pursue other options.

(vii) In states where Supplier has an existing state contract or cooperative contract, 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 counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.

(b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.

(i) **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 be required to match that lower pricing for customers 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 under the U.S. Communities contract 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.

(ii) 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.

(iii) Supplier's Options in Responding to a Third Party RFP or ITB. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts rather than issue their own RFPs and ITBs, 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 RFP or ITB. 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.

(D) Supplier may respond to the RFP or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement.

(E) Supplier may respond to the RFP or ITB 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. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative 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. 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 goods 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 shall provide Supplier with its logo and the standards to be employed in the use of the logo. 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 be responsible for the training of 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 request for proposal or invitation to bid;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of products and 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 enquiries 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.

#### **U.S. Communities Administration Agreement**

The Supplier is required to execute the U.S. Communities Administration Agreement (attached hereto as Attachment 2) prior to the award of the U.S. Communities contract. The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

**SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

Suppliers are required to meet specific qualifications. A response of "no" to any of the following questions will deem a vendor non-responsive to the RFP. 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 organization have the ability to provide service to any Participating Public Agencies in a minimum of 30 U.S. states, ?  
YES \_\_\_ NO \_\_\_
- C. Does your organization have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 30 U.S. states ?  
YES \_\_\_ NO \_\_\_
- D. Did your organization have food sales greater than \$100 million last year?  
YES \_\_\_ NO \_\_\_
- E. Does your organization have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?  
YES \_\_\_ NO \_\_\_
- F. Will your organization assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?  
YES \_\_\_ NO \_\_\_
- G. Does your organization agree to respond to all agency referrals from U.S. Communities within 2 business days?  
YES \_\_\_ NO \_\_\_
- H. Does your organization 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 organization commit to the program implementation schedule on pages 35-36?  
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)

## SUPPLIER INFORMATION

Please respond to the following requests for information about your company on a separate sheet(s), with your company name, RFP number and Appendix A annotated on the top of each page, and attach and submit your responses to Appendix A:

### Company

1. Number and location of distribution outlets (if applicable);
2. Number and location of support centers (if applicable);
3. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
4. Please describe your company's ownership structure, and if you currently are associated with any labor unions. Please also provide all pending litigation.
5. Please describe your companies Customer Service Department/Inside Sales and also describe how you interact with them.
6. Does your company offer menu services or are you associated with a company that supports the needs of Participating Public Agencies? If so, what are the costs if any? Obviously, nutritional information associated with food products is critical to Participating Public Agencies. Please detail what services your company offers in assisting Participating Public Agencies with obtaining user friendly nutritional data.
7. Please describe how your organization conducts Food Shows. Please provide a sample schedule of show held in the past. How are discounts administered? Do you conduct "mini food shows" for specific customers?
8. Ongoing education and training opportunities are critical to Participating Public Agencies. Please describe how/if your company offers and/or supports seminars (with CEU opportunities), web based training/learning, ServSafe or other initiatives.

### Distribution

Describe how your company proposes to distribute the Products nationwide.

1. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
2. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
3. Provide the number, size and location of your company's distribution facilities, warehouses/ or branches.
4. State the company's standard delivery time.
5. Please describe your company's position on Fuel surcharges and/or other delivery charges.

6. Please describe how your organization will handle if a Participating Public Agency has a manufacturer agreement in place. Please describe in detail how your organization would assist in managing these contracts and how they would be administered as part of the final sales price.
7. Please describe how your organization will handle special order products, Holiday items etc.

### **Marketing Information**

1. Outline your organizations plan for marketing the Products to State and local government agencies nationwide.
2. Explain how your organization will educate its national sales force about the Master Agreement.
3. Explain how your organization will market and transition the Master Agreement into the primary offering to Participating Public Agencies.
4. Explain how your organization proposes to resolve any complaints, issues or challenges.
5. Please submit the resume of the person your company proposes to serve as the National Accounts Manager. Also provide the resume for each person that will be dedicated full time to U.S. Communities account management.

### **Staffing Plan**

A staffing plan is required which describes the Supplier's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the contracting organization, and amount of time to be devoted to the project.

### **Products**

Provide a description of the Products and Services to be provided by the major product category set forth in National worksheet of the RFP. The primary objective is for each organization to provide its complete product and service offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.

1. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
2. State your fill rate (delivery of product within one day of order) for products, if less than 98% guaranteed fill rate, specify fill rate and explain how you can achieve 98%.
3. Describe your backorder policy in detail.
4. Please describe your company's capabilities with "FRESH" product categories: Produce, Dairy, Meat and Seafood. Is your company aligned with local produce sources?

5. Describe your company's capabilities in the areas of non-food items: Paper and Disposables, Equipment & Small Wares, Chemicals
6. Please list the top fifteen food vendors that you purchase from as a normal course of your broad line distribution. Please describe if/how you could possibly assist Participating Public Agencies in obtaining additional values from these manufacturers (as well as others) based upon consolidation efforts with regards to Participating Public Agencies purchasing
7. Please describe the beverage dispensing services available at your organization. What vendors are you aligned with? Who provides maintenance? Are there any additional costs to customers for these services? Please provide details of costs.
8. Please describe your capability to provide nutritional information on all food products in an electronic and searchable format.

### **Administration**

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

1. 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.
2. Describe the state of e-commerce within your company and detail how Participating Public Agencies can benefit from your approach. Please document your company's level of expertise with the following software; Peoplesoft, Lawson, Oracle, School Dude and all others your company has successfully interfaced with a public agency. List, by software supplier, the following information: name of public agency, software system used, "go-live" date, net amount of total sales per Calendar Year sine "go-live", and percentage of sales being processed exclusively via Internet/EDX (paperless) ordering. Include, by public agency, any enhancement, such as e-mail order acknowledgement and on-line order/tracking ability.
3. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information as reference(s).
4. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
5. 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.
6. 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.
7. Please describe your ability to provide USDA Commodity Manufacturer tracking reports back to Participating public agencies. Please include a sample report.

### **Environmental**

Provide a brief description of any company environmental initiatives, including any green products and certifications to be available through your company.

1. What is your company's environmental strategy?
2. What is your investment in being an environmentally preferable product leader?
3. Do you have any resources dedicated to your environmental strategy? Please describe.
4. Is your company aligned with local produce sources that focus on organic and sustainable products?

### **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.

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

|   |            |
|---|------------|
| Website final edit  | Four Weeks |
| Product upload to U.S. Communities site                           | Four Weeks |
| <b>9. Sales Training &amp; Roll Out</b>                           |            |
| Regional Manager (RM) briefing - Coordinate with NAM              | One Week   |
| Initial remote WebEx training for all sales - Coordinate with NAM | Two Weeks  |
| Top 10 metro areas - Coordinate with NAM & RM                     | Four Weeks |
| Initiate contact with Advisory Board (AB) members                 | Four Weeks |
| Training plan for other metros                                    | Weeks      |
| <b>10. Marketing</b>  |            |
| General announcement  |            |
| 1 Page Summary with Supplier contacts                             |            |
| Branding of program   |            |
| Supplier handbook   |            |
| Announcement to AB and Sponsors                                   |            |
| <b>11. Green Initiative</b>                                       |            |
| Identify Green Products   | Two Weeks  |
| - Certifications  |            |
| - New product identification                                      |            |
| Identify green expert   |            |
| Green reporting   | Six Weeks  |
| Upload product to U.S. Communities website                        | Four Weeks |
| - Product description   |            |
| - Picture   |            |
| - SKU   |            |
| Green marketing material  | Six Weeks  |
| - Approved by U.S. Communities                                    |            |
| - Printed/ Images   |            |
| - Articles/ Best Practices/ Supplier internal green practices     |            |
| - Workshops   |            |
| - Green tradeshow   |            |
| - 3rd Party green vendors   |            |

**Attachment 1**

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

**Attachment 2**

**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 \_\_\_\_\_, referenced as Agreement No. \_\_\_\_\_, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of \_\_\_\_\_ (the "Products & Services");

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),

Association of School Business Officials (ASBO) and National Institute of Government Purchasing (NIGP) (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. Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier’s senior executive management.

(i) The pricing, terms and conditions of the Master Agreement shall be Supplier’s primary offering to Public Agencies.

(ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.

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

(iv) Supplier shall provide a national/senior management account 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.

(v) Supplier shall demonstrate in its request for proposal (“RFP”) or invitation to bid (“ITB”) response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.

(vi) Supplier’s field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier’s options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier’s sales

representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency's objection, Supplier is permitted to pursue other options.

(vii) In states where Supplier has an existing state contract or cooperative contract, 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 counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.

(b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.

(i) **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 be required to match that lower pricing for customers 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 under the U.S. Communities contract 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.

(ii) **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.

(iii) Supplier's Options in Responding to a Third Party RFP or ITB.

While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts rather than issue their own RFPs and ITBs, 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 RFP or ITB. 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.

(D) Supplier may respond to the RFP or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement.

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

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

(iii) Sales Force Training. Supplier shall be responsible for the training of 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 request for proposal or invitation to bid;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of products and 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.

3.4 Breach of Supplier's Representations, Warranties 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. Failure by Supplier to cure such violation or non-compliance within ninety (90) days shall result in termination of 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. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct an extensive audit of Supplier's pricing at Supplier's sole cost and expense. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Lead Public Agency or U.S. Communities.

## ARTICLE V

### FEES & REPORTING

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 (a) two percent (2%) of aggregate purchases made during the month which comprise annual sales of the first \$340,000,000.00; and then (b) two and one-half percent (2.5%) of aggregate purchases made during the month which comprise annual sales exceeding \$340,000,000.00 (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 check or 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.

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

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

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

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

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

| <b>Report Name</b>                     | <b>Follow up with U.S. Communities</b> |
|--|--|
| 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  
2033 N. Main Street, Suite 700  
Walnut Creek, California 94596  
Attn: Program Manager Administration

Lead Public Agency:                      \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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 forthwith. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

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

*[Remainder of Page Intentionally Left Blank – Signatures Follow]*

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By \_\_\_\_\_

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

Title: \_\_\_\_\_

Supplier:

\_\_\_\_\_

By \_\_\_\_\_

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

Title: \_\_\_\_\_

**ADMINISTRATION AGREEMENT ADDENDUM**

**AFFILIATE PROGRAMS**

U.S. Communities recently established Canadian Communities, an affiliate program in Canada which offers certain qualified contract awards. U.S. Communities shall continue to explore other practical international opportunities based upon the capacity of its contract suppliers to efficiently serve Public Agencies internationally.

Understanding that Supplier may not have the capacity or desire to participate in Canadian Communities or other affiliate programs, U.S. Communities offers these opportunities on a voluntary basis to Supplier.

The terms, conditions and commitments outlined and agreed upon in the U.S. Communities Administration Agreement shall be applied to Canadian Communities and any other international opportunities.

\_\_\_\_\_ Supplier wishes to participate in Canadian Communities and other international opportunities, currently has the capacity to serve Canadian Public Agencies, and agrees to abide by the terms, conditions and commitments of the executed U.S. Communities Administration Agreement.

\_\_\_\_\_ Supplier does not wish to participate in Canadian Communities or other international opportunities.

SUPPLIER:

\_\_\_\_\_,  
a \_\_\_\_\_

By \_\_\_\_\_

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

Title: \_\_\_\_\_

**EXHIBIT B**

**SALES REPORT FORMAT**

| Exhibit B - US (Data Format) |             |              |                             |                |                           |             |       |       |             |      |       |          |
|------------------------------|-------------|--------------|-----------------------------|----------------|---------------------------|-------------|-------|-------|-------------|------|-------|----------|
| Sales Report Template        |             |              |                             |                |                           |             |       |       |             |      |       |          |
| TIN                          | Supplier ID | Account No.  | Agency Name                 | Dept Name      | Address                   | City        | State | Zip   | Agency Type | Year | Month | Amount   |
| 956000735                    | 144         | 69518997     | CITY OF LA/MGMT EMPL SVCS   | Purchasing     | 555 RAMIREZ ST STE 312    | LOS ANGELES | CA    | 90012 | 20          | 2008 | 4     | 1525.50  |
| 956000222                    | 144         | 34868035     | LOS ANGELES COUNTY          | Facilities     | 350 S FIGUEROA ST STE 700 | LOS ANGELES | CA    | 90071 | 30          | 2008 | 4     | 1603.64  |
| 956000735                    | 144         | 69496461     | CITY OF LA/ENVIRON AFFAIR   | Purchasing     | 555 RAMIREZ ST STE 312    | LOS ANGELES | CA    | 90012 | 20          | 2008 | 4     | 1625.05  |
| 956000735                    | 144         | 69374835     | CITY OF LA/COMMUNITY DEV    | Purchasing     | 555 RAMIREZ ST STE 312    | LOS ANGELES | CA    | 90012 | 20          | 2008 | 4     | 45090.79 |
| 066002010                    | 144         | 328NA0001053 | GROTON TOWN OF PUBLIC WORKS | Water          | 123 A St.                 | GROTON      | CT    | 06340 | 20          | 2008 | 4     | 318.00   |
| 066001854                    | 144         | 328NA0001051 | GROTON CITY OF              | Administration | 123 A St.                 | GROTON      | CT    | 06340 | 20          | 2008 | 4     | 212.00   |

| SALES REPORT DATA FORMAT |           |          |                                       |   |
|--------------------------|-----------|----------|---------------------------------------|---|
| Column Name              | Data Type | Length   | Example                               | Comment   |
| TIN                      | Text      | 9        | 956000735, 066001854                  | No Dash, Do not omit leading zero.                |
| Supplier ID              | Number    | 3        | 111, 110, 116                         | See Supplier ID Table Below                       |
| Account No.              | Text      | 25 max   | Depends on supplier account no.       |   |
| Agency Name              | Text      | 255 max  | City of Groton, Los Angeles County    |   |
| Dept Name                | Text      | 255 max  | Purchasing Dept, Finance Dept         |   |
| Address                  | Text      | 255 max  |                                       |   |
| City                     | Text      | 255 max  | Pittsburgh, Los Angeles               | Must be a valid City name                         |
| State                    | Text      | 2        | PA, CA, IL                            |   |
| Zip                      | Text      | 5        | 90071, 06340                          | No Dash, Do not omit leading zero, Valid zip code |
| Agency Type              | Number    | 2        | 20, 30, 31                            | See Agency Type Table Below                       |
| Year                     | Number    | 4        | 2005                                  |   |
| Month                    | Number    | 1        | 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 |   |
| Amount                   | Number    | variable | 45090.79                              | Two digit decimal point, no \$ sign or commas     |

| 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      |
| 80             | State Agency                 |
| 81             | Independent Special District |
| 82             | Non-Profit                   |
| 84             | Other                        |
| 99             | Unknown                      |

## State Notice Addendum

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

### **Nationwide:**

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

### **State of Illinois**

#### **Cities, Towns, Villages and Boroughs in Oregon and Hawaii**

CEDAR MILL COMMUNITY LIBRARY  
CITY COUNTY INSURANCE SERVICES  
CITY OF ADAIR VILLAGE  
CITY OF ALBANY  
CITY OF ASHLAND  
CITY OF ASTORIA OREGON  
CITY OF AUMSVILLE  
CITY OF AURORA  
CITY OF BEAVERTON  
CITY OF BOARDMAN  
CITY OF BURNS  
CITY OF CANBY  
CITY OF CANNON BEACH OR  
CITY OF CANYONVILLE  
CITY OF CENTRAL POINT POLICE DEPARTMENT  
CITY OF CLATSKANIE  
CITY OF COBURG  
CITY OF CONDON  
CITY OF COOS BAY  
CITY OF CORVALLIS  
CITY OF COTTAGE GROVE  
CITY OF CRESWELL  
CITY OF DALLAS  
CITY OF DAMASCUS  
CITY OF DUNDEE  
CITY OF EAGLE POINT  
CITY OF ECHO  
CITY OF ESTACADA  
CITY OF EUGENE  
CITY OF FAIRVIEW  
CITY OF FALLS CITY  
CITY OF GATES  
CITY OF GEARHART  
CITY OF GERVAIS  
CITY OF GOLD HILL

CITY OF GRANTS PASS  
CITY OF GRESHAM  
CITY OF HALSEY  
CITY OF HAPPY VALLEY  
CITY OF HILLSBORO  
CITY OF HOOD RIVER  
CITY OF JOHN DAY  
CITY OF KLAMATH FALLS  
CITY OF LA GRANDE  
CITY OF LAKE OSWEGO  
CITY OF LAKESIDE  
CITY OF LEBANON  
CITY OF MALIN  
CITY OF MCMINNVILLE  
CITY OF MEDFORD  
CITY OF MILL CITY  
CITY OF MILLERSBURG  
CITY OF MILWAUKIE  
CITY OF MORO  
CITY OF MOSIER  
CITY OF NEWBERG  
CITY OF NORTH PLAINS  
CITY OF OREGON CITY  
CITY OF PHOENIX  
CITY OF PILOT ROCK  
CITY OF PORT ORFORD  
CITY OF PORTLAND  
CITY OF POWERS  
CITY OF PRAIRIE CITY  
CITY OF REDMOND  
CITY OF REEDSPORT  
CITY OF RIDDLE  
CITY OF SALEM  
CITY OF SANDY  
CITY OF SANDY  
CITY OF SCAPPOOSE  
CITY OF SEASIDE  
CITY OF SHADY COVE  
CITY OF SHERWOOD  
CITY OF SILVERTON  
CITY OF SPRINGFIELD  
CITY OF ST. PAUL  
CITY OF STAYTON  
CITY OF TIGARD, OREGON  
CITY OF TUALATIN, OREGON  
CITY OF WARRENTON  
CITY OF WEST LINN/PARKS  
CITY OF WILSONVILLE  
CITY OF WINSTON  
CITY OF WOOD VILLAGE  
CITY OF WOODBURN  
CITY OF YACHATS  
FLORENCE AREA CHAMBER OF COMMERCE  
GASTON RURAL FIRE DEPARTMENT

GLADSTONE POLICE DEPARTMENT  
HOUSING AUTHORITY OF THE CITY OF SALEM  
KEIZER POLICE DEPARTMENT  
LEAGUE OF OREGON CITIES  
MALIN COMMUNITY PARK AND RECREATION DISTRICT  
METRO  
MONMOUTH - INDEPENDENCE NETWORK  
PORTLAND DEVELOPMENT COMMISSION  
RAINIER POLICE DEPARTMENT  
RIVERGROVE WATER DISTRICT  
SUNSET EMPIRE PARK AND RECREATION  
THE CITY OF NEWPORT  
THE NEWPORT PARK AND RECREATION CENTER  
TILLAMOOK PEOPLES UTILITY DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
WEST VALLEY HOUSING AUTHORITY

**Counties and Parishes in Oregon and Hawaii**

ASSOCIATION OF OREGON COUNTIES  
BENTON COUNTY  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION  
CLATSOP COUNTY  
COLUMBIA COUNTY, OREGON  
COOS COUNTY HIGHWAY DEPARTMENT  
CROOK COUNTY ROAD DEPARTMENT  
CURRY COUNTY OREGON  
DESCHUTES COUNTY  
DOUGLAS COUNTY  
GILLIAM COUNTY  
GILLIAM COUNTY OREGON  
GRANT COUNTY, OREGON  
HARNEY COUNTY SHERIFFS OFFICE  
HOOD RIVER COUNTY  
HOUSING AUTHORITY OF CLACKAMAS COUNTY  
JACKSON COUNTY HEALTH AND HUMAN SERVICES  
JEFFERSON COUNTY  
KLAMATH COUNTY VETERANS SERVICE OFFICE  
LAKE COUNTY  
LANE COUNTY  
LINCOLN COUNTY  
LINN COUNTY  
MARION COUNTY , SALEM, OREGON  
MORROW COUNTY  
MULTNOMAH COUNTY  
MULTNOMAH COUNTY  
MULTNOMAH LAW LIBRARY  
NAMI LANE COUNTY  
POLK COUNTY  
SHERMAN COUNTY  
UMATILLA COUNTY, OREGON  
UNION COUNTY

WALLOWA COUNTY  
WASCO COUNTY  
WASHINGTON COUNTY  
YAMHILL COUNTY  
BOARD OF WATER SUPPLY  
COUNTY OF HAWAII  
MAUI COUNTY COUNCIL

**Higher Education in Oregon and Hawaii**

BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
CENTRAL OREGON COMMUNITY COLLEGE  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLUMBIA GORGE COMMUNITY COLLEGE  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIV.  
REED COLLEGE  
ROGUE COMMUNITY COLLEGE  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
ARGOSY UNIVERSITY  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
COLLEGE OF THE MARSHALL ISLANDS  
HAWAII PACIFIC UNIVERSITY  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
UNIVERSITY OF HAWAII AT MANOA

**K - 12 in Oregon and Hawaii**

ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL  
ARLINGTON SCHOOL DISTRICT NO. 3  
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD  
BAKER SCHOOL DISTRICT 5-J  
BANDON SCHOOL DISTRICT  
BANKS SCHOOL DISTRICT  
BEAVERTON SCHOOL DISTRICT

BEND / LA PINE SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BROOKING HARBOR SCHOOL DISTRICT NO.17-C  
CANBY SCHOOL DISTRICT  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADE SCHOOL DISTRICT  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO. 6  
CENTRAL SCHOOL DISTRICT 13J  
CLACKAMAS EDUCATION SERVICE DISTRICT  
COOS BAY SCHOOL DISTRICT  
COOS BAY SCHOOL DISTRICT NO.9  
COQUILLE SCHOOL DISTRICT 8  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CRESWELL SCHOOL DISTRICT  
CROSSROADS CHRISTIAN SCHOOL  
CULVER SCHOOL DISTRICT NO.  
DALLAS SCHOOL DISTRICT NO. 2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SD NO.6 - SISTERS SD  
DOUGLAS COUNTY SCHOOL DISTRICT 116  
DOUGLAS EDUCATION SERVICE DISTRICT  
DUFUR SCHOOL DISTRICT NO.29  
ELKTON SCHOOL DISTRICT NO.34  
ESTACADA SCHOOL DISTRICT NO.108  
FOREST GROVE SCHOOL DISTRICT  
GASTON SCHOOL DISTRICT 511J  
GEN CONF OF SDA CHURCH WESTERN OR  
GERVAIS SCHOOL DIST. #1  
GLADSTONE SCHOOL DISTRICT  
GLENDALE SCHOOL DISTRICT  
GLIDE SCHOOL DISTRICT NO.12  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
GRESHAM-BARLOW SCHOOL DISTRICT  
HARNEY COUNTY SCHOOL DIST. NO.3  
HARNEY EDUCATION SERVICE DISTRICT  
HEAD START OF LANE COUNTY  
HERITAGE CHRISTIAN SCHOOL  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LA GRANDE SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LANE COUNTY SCHOOL DISTRICT 69  
LEBANON COMMUNITY SCHOOLS NO.9

LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C - SCIO SD  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES  
MCMINNVILLE SCHOOL DISTRICT NO.40  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MOLALLA RIVER ACADEMY  
MOLALLA RIVER SCHOOL DISTRICT NO.35  
MONROE SCHOOL DISTRICT NO.1J  
MORROW COUNTY SCHOOL DISTRICT  
MT. ANGEL SCHOOL DISTRICT NO.91  
MT.SCOTT LEARNING CENTERS  
MULTISENSORY LEARNING ACADEMY  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MYRTLE POINT SCHOOL DISTRICT NO.41  
NEAH-KAH-NIE DISTRICT NO.56  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH SANTIAM SCHOOL DISTRICT 29J  
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH  
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
NYSSA SCHOOL DISTRICT NO. 26  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NO.46  
OUR LADY OF THE LAKE SCHOOL  
PHILOMATH SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NO.4  
PORTLAND ADVENTIST ACADEMY  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
RAINIER SCHOOL DISTRICT  
REDMOND PROFICIENCY ACADEMY  
REDMOND SCHOOL DISTRICT  
REEDSPORT SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT NO.35  
ROSEBURG PUBLIC SCHOOLS  
SALEM-KEIZER PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SEASIDE SCHOOL DISTRICT 10  
SEVEN PEAKS SCHOOL  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT  
SIUSLAW SCHOOL DISTRICT  
SOUTH COAST EDUCATION SERVICE DISTRICT  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTH UMPQUA SCHOOL DISTRICT #19  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SOUTHWEST CHARTER SCHOOL  
SPRINGFIELD SCHOOL DISTRICT NO.19

STANFIELD SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA-MORROW ESD  
VERNONIA SCHOOL DISTRICT 47J  
WEST HILLS COMMUNITY CHURCH  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WHITEAKER MONTESSORI SCHOOL  
WILLAMETTE EDUCATION SERVICE DISTRICT  
YONCALLA SCHOOL DISTRICT NO.32  
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.  
EMMANUAL LUTHERAN SCHOOL  
HANAHAU'OLI SCHOOL  
HAWAII TECHNOLOGY ACADEMY  
ISLAND SCHOOL  
KAMEHAMEHA SCHOOLS  
KE KULA O S. M. KAMAKAU  
MARYKNOLL SCHOOL  
PACIFIC BUDDHIST ACADEMY

**Nonprofit & Other in Oregon and Hawaii**

211INFO  
ACUMENTRA HEALTH  
ADDICTIONS RECOVERY CENTER, INC  
ALLFOURONE/CRESTVIEW CONFERENCE CTR.  
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES  
ALZHEIMERS NETWORK OF OREGON  
ASHLAND COMMUNITY HOSPITAL  
ATHENA LIBRARY FRIENDS ASSOCIATION  
BARLOW YOUTH FOOTBALL  
BAY AREA FIRST STEP, INC.  
BENTON HOSPICE SERVICE  
BETHEL CHURCH OF GOD  
BIRCH COMMUNITY SERVICES, INC.  
BLACHLY LANE ELECTRIC COOPERATIVE  
BLIND ENTERPRISES OF OREGON  
BONNEVILLE ENVIRONMENTAL FOUNDATION  
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA  
BROAD BASE PROGRAMS INC.  
CANBY FOURSQUARE CHURCH  
CANCER CARE RESOURCES  
CASCADIA BEHAVIORAL HEALTHCARE  
CASCADIA REGION GREEN BUILDING COUNCIL  
CATHOLIC CHARITIES  
CATHOLIC COMMUNITY SERVICES  
CENTER FOR COMMUNITY CHANGE  
CENTER FOR RESEARCH TO PRACTICE  
CENTRAL BIBLE CHURCH  
CENTRAL CITY CONCERN  
CENTRAL DOUGLAS COUNTY FAMILY YMCA  
CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK  
CHILDPEACE MONTESSORI

CITY BIBLE CHURCH  
CLACKAMAS RIVER WATER  
CLASSROOM LAW PROJECT  
COAST REHABILITATION SERVICES  
COLLEGE HOUSING NORTHWEST  
COLUMBIA COMMUNITY MENTAL HEALTH  
COMMUNITY ACTION ORGANIZATION  
COMMUNITY ACTION TEAM, INC.  
COMMUNITY CANCER CENTER  
COMMUNITY HEALTH CENTER, INC  
COMMUNITY VETERINARY CENTER  
CONFEDERATED TRIBES OF GRAND RONDE  
CONSERVATION BIOLOGY INSTITUTE  
CONTEMPORARY CRAFTS MUSEUM AND GALLERY  
CORVALLIS MOUNTAIN RESCUE UNIT  
COVENANT CHRISTIAN HOOD RIVER  
COVENANT RETIREMENT COMMUNITIES  
DECISION SCIENCE RESEARCH INSTITUTE, INC.  
DELIGHT VALLEY CHURCH OF CHRIST  
DOGS FOR THE DEAF, INC.  
DOUGLAS ELECTRIC COOPERATIVE, INC.  
EAST HILL CHURCH  
EAST SIDE FOURSQUARE CHURCH  
EAST WEST MINISTRIES INTERNATIONAL  
EDUCATIONAL POLICY IMPROVEMENT CENTER  
ELMIRA CHURCH OF CHRIST  
EMERALD PUD  
EMMAUS CHRISTIAN SCHOOL  
EN AVANT, INC.  
ENTERPRISE FOR EMPLOYMENT AND EDUCATION  
EUGENE BALLET COMPANY  
EUGENE SYMPHONY ASSOCIATION, INC.  
EUGENE WATER & ELECTRIC BOARD  
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.  
FAIR SHARE RESEARCH AND EDUCATION FUND  
FAITH CENTER  
FAITHFUL SAVIOR MINISTRIES  
FAMILIES FIRST OF GRANT COUNTY, INC.  
FANCONI ANEMIA RESEARCH FUND INC.  
FARMWORKER HOUSING DEV CORP  
FIRST CHURCH OF THE NAZARENE  
FIRST UNITARIAN CHURCH  
FORD FAMILY FOUNDATION  
FOUNDATIONS FOR A BETTER OREGON  
FRIENDS OF THE CHILDREN  
GATEWAY TO COLLEGE NATIONAL NETWORK  
GOAL ONE COALITION  
GOLD BEACH POLICE DEPARTMENT  
GOOD SHEPHERD COMMUNITIES  
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES  
GRACE BAPTIST CHURCH  
GRANT PARK CHURCH  
GRANTS PASS MANAGEMENT SERVICES, DBA  
GREATER HILLSBORO AREA CHAMBER OF COMMERCE

HALFWAY HOUSE SERVICES, INC.  
HEARING AND SPEECH INSTITUTE INC  
HELP NOW! ADVOCACY CENTER  
HIGHLAND HAVEN  
HIGHLAND UNITED CHURCH OF CHRIST  
HIV ALLIANCE, INC  
HOUSING AUTHORITY OF LINCOLN COUNTY  
HOUSING AUTHORITY OF PORTLAND  
HOUSING NORTHWEST  
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON  
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION  
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION  
IRCO  
JASPER MOUNTAIN  
JUNIOR ACHIEVEMENT  
KLAMATH HOUSING AUTHORITY  
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER  
LA GRANDE UNITED METHODIST CHURCH  
LANE ELECTRIC COOPERATIVE  
LANE MEMORIAL BLOOD BANK  
LANECO FEDERAL CREDIT UNION  
LAUREL HILL CENTER  
LIFEWORKS NW  
LIVING WAY FELLOWSHIP  
LOAVES & FISHES CENTERS, INC.  
LOCAL GOVERNMENT PERSONNEL INSTITUTE  
LOOKING GLASS YOUTH AND FAMILY SERVICES  
MACDONALD CENTER  
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.  
MARION COUNTY HOUSING AUTHORITY  
METRO HOME SAFETY REPAIR PROGRAM  
METROPOLITAN FAMILY SERVICE  
MID COLUMBIA COUNCIL OF GOVERNMENTS  
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL  
MID-COLUMBIA CENTER FOR LIVING  
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC  
MORNING STAR MISSIONARY BAPTIST CHURCH  
MORRISON CHILD AND FAMILY SERVICES  
MOSAIC CHURCH  
NAMI OREGON  
NATIONAL PSORIASIS FOUNDATION  
NATIONAL WILD TURKEY FEDERATION  
NEW AVENUES FOR YOUTH INC  
NEW BEGINNINGS CHRISTIAN CENTER  
NEW HOPE COMMUNITY CHURCH  
NEWBERG FRIENDS CHURCH  
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY  
NORTHWEST FOOD PROCESSORS ASSOCIATION  
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE  
NORTHWEST REGIONAL EDUCATIONAL LABORATORY  
NORTHWEST YOUTH CORPS  
OCHIN  
OHSU FOUNDATION  
OLIVET BAPTIST CHURCH

OMNIMEDIX INSTITUTE  
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.  
OREGON BALLET THEATRE  
OREGON CITY CHURCH OF THE NAZARENE  
OREGON COAST COMMUNITY ACTION  
OREGON DEATH WITH DIGNITY  
OREGON DONOR PROGRAM  
OREGON EDUCATION ASSOCIATION  
OREGON ENVIRONMENTAL COUNCIL  
OREGON LIONS SIGHT & HEARING FOUNDATION  
OREGON MUSUEM OF SCIENCE AND INDUSTRY  
OREGON PROGRESS FORUM  
OREGON REPERTORY SINGERS  
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION  
OREGON SUPPORTED LIVING PROGRAM  
OSLC COMMUNITY PROGRAMS  
OUTSIDE IN  
OUTSIDE IN  
PACIFIC CASCADE FEDERAL CREDIT UNION  
PACIFIC FISHERY MANAGEMENT COUNCIL  
PACIFIC INSTITUTES FOR RESEARCH  
PACIFIC STATES MARINE FISHERIES COMMISSION  
PARALYZED VETERANS OF AMERICA  
PARTNERSHIPS IN COMMUNITY LIVING, INC.  
PENDLETON ACADEMIES  
PENTAGON FEDERAL CREDIT UNION  
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON  
PORT CITY DEVELOPMENT CENTER  
PORTLAND ART MUSEUM  
PORTLAND BUSINESS ALLIANCE  
PORTLAND HABILITATION CENTER, INC.  
PORTLAND SCHOOLS FOUNDATION  
PORTLAND WOMENS CRISIS LINE  
PREGNANCY RESOUCCE CENTERS OF GRETER PORTLAND  
PRINGLE CREEK SUSTAINABLE LIVING CENTER  
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL  
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.  
QUADRIPEGICS UNITED AGAINST DEPENDENCY, INC.  
REBUILDING TOGETHER - PORTLAND INC.  
REGIONAL ARTS AND CULTURE COUNCIL  
RELEVANT LIFE CHURCH  
RENEWABLE NORTHWEST PROJECT  
ROGUE FEDERAL CREDIT UNION  
ROSE VILLA, INC.  
SACRED HEART CATHOLIC DAUGHTERS  
SAIF CORPORATION  
SAINT ANDREW NATIVITY SCHOOL  
SAINT CATHERINE OF SIENA CHURCH  
SAINT JAMES CATHOLIC CHURCH  
SALEM ALLIANCE CHURCH  
SALEM ELECTRIC  
SALMON-SAFE INC.  
SCIENCEWORKS  
SE WORKS

SECURITY FIRST CHILD DEVELOPMENT CENTER  
SELF ENHANCEMENT INC.  
SERENITY LANE  
SEXUAL ASSAULT RESOURCE CENTER  
SHELTERCARE  
SHERIDAN JAPANESE SCHOOL FOUNDATION  
SHERMAN DEVELOPMENT LEAGUE, INC.  
SILVERTON AREA COMMUNITY AID  
SISKIYOU INITIATIVE  
SMART  
SOCIAL VENTURE PARTNERS PORTLAND  
SONRISE CHURCH  
SOUTH COAST HOSPICE, INC.  
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE  
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.  
SOUTHERN OREGON HUMANE SOCIETY  
SPARC ENTERPRISES  
SPIRIT WIRELESS  
SPONSORS, INC.  
SPOTLIGHT THEATRE OF PLEASANT HILL  
SPRINGFIELD UTILITY BOARD  
ST VINCENT DE PAUL  
ST. ANTHONY CHURCH  
ST. ANTHONY SCHOOL  
ST. MARYS OF MEDFORD, INC.  
ST. VINCENT DEPAUL OF LANE COUNTY  
STAND FOR CHILDREN  
STAR OF HOPE ACTIVITY CENTER INC.  
SUMMIT VIEW COVENANT CHURCH  
SUNNYSIDE FOURSQUARE CHURCH  
SUNRISE ENTERPRISES  
SUSTAINABLE NORTHWEST  
TENAS ILLAHEE CHILDCARE CENTER  
THE EARLY EDUCATION PROGRAM, INC.  
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.  
THE NEXT DOOR  
THE OREGON COMMUNITY FOUNDATION  
THE SALVATION ARMY - CASCADE DIVISION  
TILLAMOOK CNTY WOMENS CRISIS CENTER  
TILLAMOOK ESTUARIES PARTNERSHIP  
TOUCHSTONE PARENT ORGANIZATION  
TRAILS CLUB  
TRAINING EMPLOYMENT CONSORTIUM  
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE  
TRILLIUM FAMILY SERVICES, INC.  
UMPQUA COMMUNITY DEVELOPMENT CORPORATION  
UNION GOSPEL MISSION  
UNITED CEREBRAL PALSY OF OR AND SW WA  
UNITED WAY OF THE COLUMBIA WILLAMETTE  
US CONFERENCE OF MENONNITE BRETHREN CHURCHES  
US FISH AND WILDLIFE SERVICE  
USAGENCIES CREDIT UNION  
VERMONT HILLS FAMILY LIFE CENTER  
VIRGINIA GARCIA MEMORIAL HEALTH CENTER

VOLUNTEERS OF AMERICA OREGON  
WE CARE OREGON  
WESTERN RIVERS CONSERVANCY  
WESTERN STATES CENTER  
WESTSIDE BAPTIST CHURCH  
WHITE BIRD CLINIC  
WILD SALMON CENTER  
WILLAMETTE FAMILY  
WILLAMETTE LUTHERAN HOMES, INC  
WILLAMETTE VIEW INC.  
WOODBURN AREA CHAMBER OF COMMERCE  
WORD OF LIFE COMMUNITY CHURCH  
WORKSYSTEMS INC  
YOUTH GUIDANCE ASSOC.  
YWCA SALEM  
ALOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA  
ALOHACARE  
AMERICAN LUNG ASSOCIATION  
ASSOCIATION OF OWNERS OF KUKUI PLAZA  
BISHOP MUSEUM  
BUILDING INDUSTRY ASSOCIATION OF HAWAII  
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST  
EAH, INC.  
EASTER SEALS HAWAII  
GOODWILL INDUSTRIES OF HAWAII, INC.  
HABITAT FOR HUMANITY MAUI  
HALE MAHAOLU  
HAROLD K.L. CASTLE FOUNDATION  
HAWAII AGRICULTURE RESEARCH CENTER  
HAWAII EMPLOYERS COUNCIL  
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA  
HAWAII STATE FCU  
HONOLULU HABITAT FOR HUMANITY  
IUPAT, DISTRICT COUNCIL 50  
LANAKILA REHABILITATION CENTER INC.  
LEEWARD HABITAT FOR HUMANITY  
MAUI COUNTY FCU  
MAUI ECONOMIC DEVELOPMENT BOARD  
MAUI ECONOMIC OPPORTUNITY, INC.  
MAUI FAMILY YMCA  
NA HALE O MAUI  
NA LEI ALOHA FOUNDATION  
NETWORK ENTERPRISES, INC.  
ORI ANUENUE HALE, INC.  
PARTNERS IN DEVELOPMENT FOUNDATION  
POLYNESIAN CULTURAL CENTER  
PUNAHOU SCHOOL  
ST. THERESA CHURCH  
UNIVERSITY OF HAWAII FEDERAL CREDIT UNION  
W. M. KECK OBSERVATORY  
WAIANAЕ COMMUNITY OUTREACH  
WAILUKU FEDERAL CREDIT UNION  
YMCA OF HONOLULU

**Special/Independent Districts in Oregon and Hawaii**

BAY AREA HOSPITAL DISTRICT  
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
CENTRAL OREGON IRRIGATION DISTRICT  
CHEHALEM PARK AND RECREATION DISTRICT  
CITY COUNTY INSURANCE SERVICES  
CLEAN WATER SERVICES  
COLUMBIA 911 COMMUNICATIONS DISTRICT  
COLUMBIA RIVER PUD  
DESCHUTES COUNTY RFPD NO.2  
DESCHUTES PUBLIC LIBRARY SYSTEM  
EAST MULTNOMAH SOIL AND WATER CONSERVANCY  
GASTON RURAL FIRE DEPARTMENT  
GLADSTONE POLICE DEPARTMENT  
GLENDALE RURAL FIRE DISTRICT  
HOODLAND FIRE DISTRICT NO.74  
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY  
KLAMATH COUNTY 9-1-1  
LANE EDUCATION SERVICE DISTRICT  
LANE TRANSIT DISTRICT  
MALIN COMMUNITY PARK AND RECREATION DISTRICT  
MARION COUNTY FIRE DISTRICT #1  
METRO  
METROPOLITAN EXPOSITION-RECREATION COMMISSION  
MONMOUTH - INDEPENDENCE NETWORK  
MULTONAH COUNTY DRAINAGE DISTRICT #1  
NEAH KAH NIE WATER DISTRICT  
NW POWER POOL  
OAK LODGE WATER DISTRICT  
OR INT'L PORT OF COOS BAY  
PORT OF BANDON  
PORT OF SIUSLAW  
PORT OF ST HELENS  
PORT OF UMPQUA  
REGIONAL AUTOMATED INFORMATION NETWORK  
RIVERGROVE WATER DISTRICT  
SALEM AREA MASS TRANSIT DISTRICT  
SANDY FIRE DISTRICT NO. 72  
SUNSET EMPIRE PARK AND RECREATION  
THE NEWPORT PARK AND RECREATION CENTER  
THE PORT OF PORTLAND  
TILLAMOOK PEOPLES UTILITY DISTRICT  
TUALATIN HILLS PARK AND RECREATION DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
TUALATIN VALLEY WATER DISTRICT  
UNION SOIL & WATER CONSERVATION DISTRICT  
WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT  
WEST VALLEY HOUSING AUTHORITY  
WILLAMALANE PARK AND RECREATION DISTRICT  
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

**State Agencies in Oregon and Hawaii**

BOARD OF MEDICAL EXAMINERS  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
ADMIN. SERVICES OFFICE  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII HEALTH SYSTEMS CORPORATION  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE  
STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION

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

*If a contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("Recovery Act"), the following terms and conditions apply. As used in this Section, "Contractor/Grantee" means the contractor or grantee receiving Recovery Act funds from North Carolina State University ("University") under this agreement.*

*1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.*

*2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government, State of North Carolina, and North Carolina State University. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.*

**AVAILABILITY OF FUNDING**

Contractor/Grantee agrees that programs supported with temporary federal funds made available from the Recovery Act may not be continued with North Carolina State University financed appropriations once the temporary federal funds are expended.

**BUY AMERICA REQUIREMENT**

Contractor/Grantee agrees that pursuant to Section 1605 of Title XV of the Recovery Act, neither Contractor/Grantee or its subcontractors/subgrantees will use Recovery Act funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. This requirement shall be applied unless the use of alternative materials has been approved by a federal agency pursuant to Section 1605.

**CONFLICTING REQUIREMENTS**

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with North Carolina State University requirements, the Recovery Act requirements shall control.

**FALSE CLAIMS ACT**

Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. §§3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

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

**ENFORCEABILITY**

Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of Recovery Act funds, North Carolina State University may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to North Carolina State University under all applicable state and federal laws.

**INSPECTION OF RECORDS**

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor/Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

**JOB POSTING REQUIREMENTS**

Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to post jobs created and retained as a result of stimulus funds on the State of North Carolina ([www.ncrecovery.gov](http://www.ncrecovery.gov)).

**PROHIBITION ON USE OF RECOVERY ACT FUNDS**

Contractor/Grantee agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

**REPORTING REQUIREMENTS**

Pursuant to Section 1512 of Title XV of the Recovery Act, entities receiving Recovery Act funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Contractor/Grantee agrees to provide the County with the following information in a timely manner:

- a. The total amount of Recovery Act funds received by Contractor/Grantee during the Reporting Period;
- b. The amount of Recovery Act funds that were expended or obligated during the Reporting Period;
- c. A detailed list of all projects or activities for which Recovery Act funds were expending or obligated, including:
  - i. the name of the project or activity;
  - ii. a description of the project or activity;
  - iii. an evaluation of the completion status of the project or activity; and
  - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;

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

- d. For any subcontracts or subgrants equal to or greater than \$25,000:
- i. The name of the entity receiving the subaward;
  - ii. The amount of the subaward;
  - iii. The transaction type;
  - iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
  - v. Program source;
  - vi. An award title descriptive of the purpose of each funding action;
  - vii. The location of the entity receiving the subaward;
  - viii. The primary location of the subaward, including the city, state, congressional district and country; and
  - ix. A unique identifier of the entity receiving the sub-award and the parent entity of Contractor/Grantee, should the entity be owned by another.
  - x. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- e. For any subcontracts or subgrants of less than \$25,000 or to individuals, the information required in d may be reported in the aggregate and requires the certification of an authorized officer of Contractor/Grantee that the information contained in the report is accurate.
- f. Any other information reasonably requested by the County or required by state or federal law or regulation. Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the Recovery Act, are pending review by the federal government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1, 2009), and are to be provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov).

**SEGREGATION OF FUNDS**

Contractor/Grantee agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the Recovery Act may be comingled with any other funds or used for a purpose other than that of making payments for costs specifically allowable under the Recovery Act.

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

**SUBCONTRACTOR REQUIREMENTS**

Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the Recovery Act.

**WAGE REQUIREMENTS**

Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the State of North Carolina are located at: <http://www.gpo.gov/davisbacon/NC.html>.

**WHISTLEBLOWER PROTECTION**

Contractor/Grantee agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the Recovery Act, which prohibits all non-federal Contractor/Grantees of Recovery Act funds, including North Carolina State University, and all contractors and grantees of North Carolina State University, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.

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

**NC STATE UNIVERSITY**

An Equal Opportunity/Affirmative Action Employer

<http://www.fis.ncsu.edu/materialsmgmt>

Purchasing Department  
Campus Box 7212  
Admin I, 2721 Sullivan Dr  
Raleigh, NC 27695-7212  
919.515.2171 (phone)  
919.515.3511 (fax)

**ADDENDUM # 1**

TO: ALL PROSPECTIVE BIDDERS

FROM: Jessica Dalton, C.P.M., CPPB  
Purchasing Agent

DATE: August 27, 2010

SUBJECT: NCSU Request for Proposals # 63-JGD99906

**THIS ADDENDUM IS CONSIDERED PART OF THE REQUEST FOR PROPOSALS. FAILURE TO RETURN THIS ADDENDUM OR ADDRESS THE ISSUES CONTAINED HEREIN IN YOUR PROPOSAL RESPONSE MAY RESULT IN REJECTION OF PROPOSAL.**

**ACKNOWLEDGED BY:** \_\_\_\_\_

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

**DATE:** \_\_\_\_\_

In response to questions posed regarding minimums on drop shipments:

If there is a minimum order required for a shipment, please clearly identify this in your proposal response. In addition, please indicate your company's position on providing shipments for quantities less than the stated minimum, and any associated fees for a shipment not meeting the minimum requirements.