



**COMPETITIVE SOLICITATION**

**BY CITY OF MESQUITE**

**FOR**

**COMPREHENSIVE ENERGY CONSULTING AND MANAGEMENT SERVICES**

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

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

**GOVERNMENT PURCHASING ALLIANCE**

**RFP # 2013-069**



**REQUEST FOR PROPOSALS (RFP) NO. 2013-069**

**CLOSING DATE AND TIME: April 18, 2013 - 2:00 P.M.**

**COMPREHENSIVE ENERGY CONSULTING AND MANAGEMENT SERVICES**

**PROPOSALS SHALL BE SUBMITTED ON THIS FORM**

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

A pre-proposal conference will be held at 9:00 a.m. on Wednesday, April 3, 2013 in the Third Floor Training Conference Room A located at 757 N. Galloway Avenue, Mesquite, TX 75149. Although it is not required, prospective Proposers are encouraged to attend this conference.

Sealed copies of the bid proposal may be submitted by courier or hand delivered to Le Sealey, Manager of Purchasing, City of Mesquite, 1515 N. Galloway Avenue, Mesquite, Texas 75149. Proposals may also be mailed to Le Sealey, Manager of Purchasing, City of Mesquite, P.O. Box 850137, Mesquite, Texas 75185-0137. Mark envelope in lower left corner "RFP NO.2013-069; COMPREHENSIVE ENERGY CONSULTING AND MANAGEMENT SERVICES," so that the proposals will not be opened until the appointed hour. Proposals may also be submitted by courier, hand delivered in a sealed envelope or box to Le Sealey, Manager of Purchasing, City of Mesquite, 1515 N. Galloway Avenue, Mesquite, Texas 75149. Proposals submitted must be received before proposal closing on Thursday, April 18, 2013 at 2:00 p.m. Faxed bid proposals will not be accepted.

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**PROPOSAL COVER SHEET****COMPREHENSIVE ENERGY CONSULTING AND MANAGEMENT SERVICES**

This Proposal submitted by:

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

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

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

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

\_\_\_\_\_  
Vendor Legally Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## INTRODUCTION AND BACKGROUND OVERVIEW

### 1. MASTER AGREEMENT

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

### 2. OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering of 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 services.

### 3. GENERAL DEFINITION OF SERVICES AND SOLUTIONS

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

- A. Analyzing, defining, and monitoring all elements of energy exposure as well as understanding consumption, including (but not limited to) the consumption of electricity, natural gas and refined products (such as heating oil, gasoline and diesel) and the emission of greenhouse gases. Acting as an Energy Manager (EM), Supplier is to provide strategic value and insight. It is responsible for providing an external perspective, benchmarking, third party pricing validation as well as purchasing and energy efficiency recommendations.

## INTRODUCTION AND BACKGROUND OVERVIEW

- B. Designing a comprehensive energy management plan, including (but not limited to) energy procurement including electricity, natural gas and other energy commodities including the purchase of renewable energy credits and renewable energy, demand response, demand-side management, energy data management services and solutions, aggregation strategies and services, customer advocacy, supply strategies, risk assessment, contract review and negotiation assistance, market research and bill auditing.
- C. Implementing the plan, and monitoring and adjusting over the course of the contract, including (but not limited to) running an efficient procurement process where vetted Energy Suppliers compete for the business of Participating Public Agencies.
- D. **Related Services and Solutions** – The complete range of services and solutions available from the Supplier.

## INTRODUCTION AND BACKGROUND

### U.S. COMMUNITIES

#### 4. U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality 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/service bids and selection, participate in policy direction, and share expertise and purchasing innovations.

##### *Current U.S. Communities Advisory Board Members*

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

## INTRODUCTION AND BACKGROUND U.S. COMMUNITIES

### **Participating Public Agencies**

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.3 Billion Dollars in products and services annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

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.

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

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached in Exhibit 2.

### **Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products and services required to be purchased under the proposed Master Agreement, City of Mesquite and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2012 purchased more than \$139 Million Dollars of products and services from existing U.S. Communities contracts.

### **Marketing Support**

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

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail,



## INTRODUCTION AND BACKGROUND

### U.S. COMMUNITIES

national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.

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

#### **Marketplace**

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

#### **Multiple Awards**

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

#### **Evaluation of Proposals**

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

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

## SUPPLIER QUALIFICATIONS COMMITMENTS

### 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 Commitment.**

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

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

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

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

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

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

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

## SUPPLIER QUALIFICATIONS COMMITMENTS

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

(b) **Pricing Commitment.**

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

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

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

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

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

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

## SUPPLIER QUALIFICATIONS COMMITMENTS

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

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

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

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

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

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

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

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

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to

## SUPPLIER QUALIFICATIONS COMMITMENTS

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

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

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

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

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

## SUPPLIER QUALIFICATIONS COMMITMENTS

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

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

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

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

## **SUPPLIER QUALIFICATIONS U.S. COMMUNITIES ADMINISTRATION AGREEMENT**

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

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto in Exhibit 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.

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

## SUPPLIER QUALIFICATIONS

### SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

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

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.  
 YES\_\_\_\_ NO\_\_\_\_
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?  
 YES\_\_\_\_ NO\_\_\_\_
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 15 U.S. states?  
 YES\_\_\_\_ NO\_\_\_\_
- D. Did your company have sales greater than \$20 million last year in the United States?  
 YES\_\_\_\_ NO\_\_\_\_
- E. Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?  
 YES\_\_\_\_ NO\_\_\_\_
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?  
 YES\_\_\_\_ NO\_\_\_\_
- G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?  
 YES\_\_\_\_ NO\_\_\_\_
- H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?  
 YES\_\_\_\_ NO\_\_\_\_
- I. Will your company commit to the following program implementation schedule?  
 YES\_\_\_\_ NO\_\_\_\_
- J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?  
 YES\_\_\_\_ NO\_\_\_\_

Submitted by: \_\_\_\_\_

\_\_\_\_\_  
 (Printed Name)

\_\_\_\_\_  
 (Signature)

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

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



## SUPPLIER QUALIFICATIONS NEW SUPPLIER IMPLEMENTATION CHECKLIST

New Supplier Implementation Checklist		Target Completion After Award
<b>1. First Conference Call</b>		<b>One Week</b>
Discuss expectations		
Establish initial contact people & roles		
Outline kickoff plan		
Establish WebEx training date		
<b>2. Second Conference Call</b>		<b>One Week</b>
Review Contract Commitments		
<b>3. Executed Legal Documents</b>		<b>One Week</b>
U.S. Communities Administration Agreement		
Lead Public Agency agreement signed		
<b>4. Supplier Login Established</b>		<b>One Week</b>
Complete Supplier Set Up form		
Complete user account & user ID form		
<b>5. Initial Sr. Management Meeting</b>		<b>Two Weeks</b>
Implementation Process Progress		
U.S. Communities & Supplier Organizational Overview		
Supplier Manager to review and further discuss commitments		
<b>6. Initial National Account Manager (NAM) &amp; Staff Training Meetings</b>		<b>Two Weeks</b>
Discuss expectations, roles & responsibilities		
Introduce and review web-based tools		
Review process & expectations with NAM and lead referral person		
<b>7. Review Top Joint Target Opportunities</b>		<b>Four Weeks</b>
Top 10 local contracts		
Review top U.S. Communities Participating Public Agencies (PPA)		
<b>8. Program Contact Requirements</b>		<b>One Week</b>
Supplier contacts communicated to U.S. Communities Staff		
Dedicated email		
Dedicated toll free number		
Dedicated fax number		
<b>9. Web Development</b>		
Initiate IT contact		<b>One Week</b>
Initiate E-Commerce Conversation		<b>One Week</b>
Begin Website construction		<b>Two Weeks</b>
Website final edit		<b>Five Weeks</b>
Product/Service upload to U.S. Communities site		<b>Five Weeks</b>
<b>10. Sales Training &amp; Roll Out</b>		
Program Manager (PM) briefing - Coordinate with NAM		<b>Five Weeks</b>
Initial remote WebEx training for all sales - Coordinate with NAM		<b>Three Weeks</b>
Establish 90-day face-to-face training plan/strategy session for all		<b>Two Weeks</b>

## SUPPLIER QUALIFICATIONS

### NEW SUPPLIER IMPLEMENTATION CHECKLIST

sales –with NAM & PM	
Top 10 metro areas - Coordinate with NAM & PM	<b>Four Weeks</b>
Initiate contact with Advisory Board (AB) members	<b>Four Weeks</b>
<b>11. Marketing</b>	<b>Six Weeks</b>
General announcement	
1 Page Summary with Supplier contacts	
Branding of program	
Supplier handbook	
Announcement to AB and Sponsors	
<b>12. Green Initiative</b>	
Identify Green Products/Services	<b>Two Weeks</b>
- Certifications	
- New product/service identification	
Identify green expert	
Green reporting	<b>Six Weeks</b>
Upload product/services to U.S. Communities website	<b>Four Weeks</b>
- Product/service description	
- Picture	
- SKU	
Green marketing material	<b>Six Weeks</b>
- Approved by U.S. Communities	
- Printed/ Images	
- Articles/ Best Practices/ Supplier internal green practices	
- Workshops	
- Green tradeshow	
- 3rd Party green vendors	

## SUPPLIER INFORMATION

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

### Company

1. Total number and location of consultants/specialists employed by your company in the United States;

Example:

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

2. Annual sales for 2010, 2011 and 2012 in the United States; Sales reporting should be segmented into the following categories:

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

3. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
4. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
5. Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under this Contract.

## SUPPLIER INFORMATION

6. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.
7. Does your company have any contractual, business or personal relationship with any Retail Energy Providers that present a conflict of interest in you representing the best interests of Participating Public Agencies? If yes, please explain.
8. Provide a list with contact information of your company's ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided.
9. Provide a list with contact information of any contracts lost within the last year due to performance issues.

### **Distribution**

1. Describe your company's relationships with energy providers.
2. Describe any work that is subcontracted by your company. Please include the name and location of subcontractors.
3. If applicable, describe your company's ability to do business with organizations that are either small or MWBE businesses as defined by the Small Business Administration.

### **Marketing**

1. Outline your company's plan for marketing the Services to State and local government agencies nationwide.
2. Explain how your company will educate its national consultants/specialists team about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.
4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement.
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 along with key executive personnel that will be supporting the program.

## SUPPLIER INFORMATION

### **Services and Solutions**

1. Provide a description of your company's Comprehensive Energy Consulting and Management Services.
  - a. Describe how your company evaluates current market conditions and identifies optimum energy procurement strategies which will allow Participating Public Agencies to achieve optimum cost and reliability benefits in the procurement of energy resources.
  - b. Describe how your company can assist Participating Public Agencies with the development of a plan for procurement and delivery of natural gas, oil and electricity to Participating Public Agency facilities. Provide an example of a plan which considers opportunities for Participating Public Agencies resulting from current developments in the energy markets. The example plan should also analyze the use of various energy pricing products. The plan should recommend a strategy for Participating Public Agencies to use when procuring natural gas, oil and electricity in order to achieve optimum cost and reliability benefits.
  - c. Describe how your company can assist with the development of one or more procurement solicitation(s) for the supply of energy sources to Participating Public Agency facilities.
  - d. Describe how your company can assist with the evaluation of responses to the procurement solicitation(s) with particular emphasis on evaluation of the financial viability and reliability of potential energy suppliers.
  - e. Describe how your company can assist with contract negotiation and formation.
  - f. Describe how your company can assist with market monitoring and price management services as necessary.
  - g. Describe how your company can assist with analyzing retail providers' utility rates and programs.
  - h. Describe how your company can execute and manage the ongoing day-to-day details of securing energy supply contracts on behalf of Participating Public Agency facilities.
  - i. Describe how your company can assist with developing a contract focused on implementing measureable goals and objectives of managing energy consumption, load profiles, budget, account management and auditing energy bills.
  - j. Describe how your company can assist with researching alternative energy options.
  - k. Describe how your company can evaluate and suggest alternatives in terms of price and delivery options.
  - l. Describe how your company can measure and evaluate energy market risks and opportunities; provide expert market evaluation and recommendations with data analysis to minimize risk and seize market opportunities in the procurement of natural gas, electricity and other energy sources.
  - m. Describe how your company can assist with invoice processing to verify the accuracy of supplier and utility invoices, ensuring transparent and accurate billing and as well as help to resolve billing issues.

## SUPPLIER INFORMATION

- n. Describe how your company analyzes the energy costs for potential new sites and gives objective advice related to infrastructure facilities such as natural gas pipelines, compressor stations, storage facilities, on-site fuel systems, substations and on-site generation. Describe how you will negotiate with utilities, pipelines and suppliers to arrive at the best pricing and reliability possible.
  - o. Describe what assistance you will require from Participating Public Agencies for Comprehensive Energy Consulting and Management Services.
- 2. Describe any additional Comprehensive Energy Consulting and Management Services offered by your company.
  - 3. Describe any related services and solutions offered by your company.
  - 4. Describe the capacity of your company to broaden the scope of the contract and keep the service offerings current and ensure that latest emerging technologies and trends for Energy Consulting and Management Services.

### **Quality**

- 1. Describe your company's quality control processes.
- 2. Describe the methodology your company uses to provide evidence of compliance and effectiveness.
- 3. Describe your problem escalation process.
- 4. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?
- 5. Describe any anticipated issues in servicing Participating Public Agencies and how you plan to manage these issues.
- 6. Describe any service warranties, if applicable.

### **Administration**

- 1. Provide a listing of any existing multi-state cooperative purchasing program contracts held by your company, if any, and provide the entity's name(s) and provide a description of the type of contract held.
- 2. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
- 3. Describe the capacity of your company to provide all reporting as mandated by State or federal governments.
- 4. Describe the capacity of your company to provide management reports for each Participating Public Agency.

## SUPPLIER INFORMATION

5. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

### **National Staffing Plan**

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

### **Local Staffing Plan**

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

### **Environmental**

1. Provide a brief description of any company environmental initiatives, including your company's environmental strategy, your investment in being an environmentally preferable service leader, and any resources dedicated to your environmental strategy.
2. Describe how your company can assist Participating Public Agencies with solutions to strengthen sustainability efforts by establishing a sustainability baseline, defining long-term goals and developing a framework to maximize results.
3. Describe how your company can assist with minimizing carbon footprint, solid waste management and water and waste water management.
4. Describe any other services your company can offer to assist with sustainability.

### **Additional Information**

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

## GENERAL CLAUSES AND CONDITIONS

1. If you have questions regarding the preparation of your proposal you may contact Le Sealey, Manager of Purchasing, at 972-216-6394.
2. Terms and Definitions: Throughout the solicitation documents, there are terms which are synonymous and interchangeable, such as "Vendor" or "Supplier" and "Contractor," "Proposer" and "Bidder," "Proposal" and "Bid," and "Agreement" or "Master Agreement" and "Contract."
3. Vendors who do not respond to this particular proposal, but who want to remain on our mailing list for future opportunities shall indicate "NO PROPOSAL" on the face of this page by putting the date and signed by the authorized representative of your company and return this page to the Purchasing office. Your assistance in this matter is greatly appreciated.
4. Protection of Resident Workers: The City of Mesquite actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
5. Laws and Ordinances: The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work, and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.
6. Mailed proposals must be received per Proposal Information Section, Paragraph 8.1, prior to the closing date and time to be considered. Mailed proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFP. The City of Mesquite will not be responsible for mail delivered from the post office. Proposals received after the published time and date cannot be considered and will be returned unopened.
7. Proposals will be received and publicly acknowledged at the location, date and time stated above. Only the name of the proposers responding to this request for proposal shall be released at the proposal opening. Other information submitted by the proposer shall not be released by the City during the proposal evaluation process or prior to contract award.



## GENERAL CLAUSES AND CONDITIONS

8. Proposer shall attach official documentation from the State of Texas or other qualified certification agency of M/WBE status of your company with bid/proposal. This data is for informational purposes only and will not affect the bid proposal award.
9. A completed W-9 form will be required within five business days by the apparent low proposer once notification has been received.
10. In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
11. The attached Non-Exclusion Affidavit for Vendors must be signed, notarized and submitted with bid proposal.
12. A representative of the proposing entity who is authorized to enter into contract on behalf of the proposing entity must manually sign proposals in ink. The person signing the proposal must indicate his/her title along with signature. Proposals received without proper signature will not be considered.
13. Any ambiguity in the bid proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and all conditions shall be construed in favor of the City.
14. The City of Mesquite reserves the right to reject any and all proposals, waive formalities and to make award of bid proposal as may be deemed to the best advantage of the City. No proposal may be withdrawn within ninety (90) days after date of opening.
15. The City is not liable for any cost incurred by Proposers in replying to this RFP. This includes costs to determine the nature of the proposal, submitting, negotiating, presentations or any other costs a vendor would incur in responding to the RFP.
16. Proposers shall complete all information requested and blanks provided shall be filled in on the provided forms. Failure to completely describe the merchandise and or services being proposed may result in rejection of your bid proposal.
17. The City is exempt from all sales and excise taxes.
18. The City of Mesquite reserves the right to evaluate variations from these specifications. If exceptions are made, proposer shall state wherein the merchandise and or services fail to meet these specifications. Failure to completely describe the merchandise and or services being proposed may result in rejection of your proposal.

## GENERAL CLAUSES AND CONDITIONS

19. It shall be understood all proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charges and proposal or referencing information submitted in response to this RFP shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a governmental entity, the City is subject to any and all laws regarding making records available for disclosure.
20. All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated in the RFP. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the Texas Open Records Law and other applicable state statutes.
21. Quantities are estimated and based on projected usage. It is specifically understood and agreed that these quantities are approximate and any increased quantities will be paid at the regular quoted price. The contractor shall not have any claim against the City of Mesquite for any quantities ordered that are less than the estimated bid proposal amount.
22. It is the vendor's responsibility to check for any addendums that might have been issued before the proposal closing date and time.
23. Cooperative Purchasing: As permitted under the Texas Local Government Code, Chapter 791025, other *government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback)*. The City of Mesquite shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.
24. The proposal evaluation process will occur after the closing date. The City's evaluation and clarification process will commence. An evaluation team will review the proposals. Financial terms will not be the sole determining factor in this award. Other criteria described in this RFP will be considered, as well as any other factors the evaluation team determines may affect the suitability of the proposal for the City's requirements. A Proposer's submission of a proposal constitutes their acceptance of the evaluation technique.
25. Prices quoted shall prevail for the first 365 days of the contract; one (1) year starting after proposal is awarded by City Council to the successful proposer.
26. The insurance requirements are included in the proposal document. Proposers agree to provide and to maintain the required types of insurance for the term of the contract. An original certificate of insurance will be required within 10 business days by the apparent low proposer once notification has been received.

## GENERAL CLAUSES AND CONDITIONS

27. Termination for Default: The City of Mesquite reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. City of Mesquite reserves the right to terminate the **contract** with 30 day's written notice in the event the successful proposer fails to:
- a. Meet delivery or completion schedules
  - b. Otherwise perform in accordance with the accepted proposal
- Breach of contract or default authorizes the City to award to another proposer, purchase elsewhere, and charge the full increase in cost to the defaulting proposer.
28. The City of Mesquite Sample Contract form is included for proposers' information so that proposers may be familiar with its contents and requirements. **Proposer shall not fill in or execute this contract at time of proposal submittal. Upon award of the proposal, the awarded vendor will be required to execute the contract.**

## SPECIAL PROVISIONS

1. Price escalation: The City of Mesquite favors fixed pricing. Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract anniversary date. Requests for adjustment in cost of services must be substantiated and justified and must be approved by the City Purchasing Manager. Price escalation will be made under the following conditions: 1) no request for a price escalation will be considered for the first 365 days of the contract period; 2) Contractor will be required to provide written confirmation from his supplier indicating the exact percentage of increase as well as the effective date of the escalation; and 3) The City reserves the right to accept or reject the price increase.
2. DISCLOSURE OF CONFLICT OF INTEREST AND COMPLIANCE WITH ALL OTHER APPLICABLE LAWS

Proposer shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Bidder/Proposer or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. In particular, Bidder/Proposer is put on notice that City will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as the "Act") requiring any person who contracts or seeks to contract with the City to disclose potential conflicts of interest as defined in the Act by completing the Conflict of Interest Questionnaire included in this bid proposal and returning it to the City in accordance with the provisions of the Act. Failure to comply with any applicable laws, including the provisions of the Act, may result in: i) the forfeiture by Bidder/Proposer of all benefits of the Contract; ii) the retainage by City of all services performed by Bidder/Proposer and iii) the recovery by City of all consideration, or the value of all consideration, paid to Bidder/Proposer pursuant to any awarded contract.

The attached Conflict of Interest Questionnaire shall be submitted with the bid proposal submittal. It is the responsibility of the vendor to submit the form.

3. The successful proposer's rights and duties awarded by the contract may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigned of liability in the event of default by the assignee.
4. Any deviations from specifications and alternate proposals must be clearly shown with complete information provided by the proposer. They may or may not be considered by the City.
5. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract.

## SPECIAL PROVISIONS

All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.

6. The City shall have the right to add and/or delete services provided under this Contract. If a service is deleted, payment to the successful Vendor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services are required from this Contract, prices for such additions will be negotiated between the Vendor and the City.
7. The City reserves the right to require additional technical and pricing information and negotiate all elements which comprise the Vendor's proposal to ensure that the best possible consideration be afforded to all concerned. The City reserves the right to accept all or part of any proposal, to reject any or all proposals and to re-solicit for proposals.
8. Proposers shall submit a total of five (5) references.

## PROPOSAL INFORMATION

### **1. SCOPE OF CONTRACT:**

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

### **2. MINIMUM QUALIFICATIONS:**

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

### **3. PRE-PROPOSAL CONFERENCE:**

- 3.1. A pre-proposal conference will be held on Wednesday, April 3, 2013 at 9:00 A.M. local time at City Hall, 757 N. Galloway Avenue, Mesquite, Texas 75149. The conference is not mandatory. Interested proposers are strongly encouraged to attend.

### **4. CONTRACT PERIOD AND RENEWAL:**

- 4.1. The term of the contract will be for three (3) years following the contract award date.
- 4.2. City of Mesquite may, at its option, renew the term of this Contract up to a maximum of two (2) years, one (1) year at a time. The Contractor shall be notified in writing by the City's Purchasing Department of its intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.
- 4.3. Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of services must be substantiated and justified and must be approved by the City Purchasing Manager.
- 4.4. At any time after the date of the Request for Proposal the Contractor makes a general price reduction in the comparable price of any services covered by the contract to customers generally, an equivalent price

## PROPOSAL INFORMATION

reduction based on similar services and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced).

### 5. **CALENDAR OF EVENTS (Subject to Change):**

<b><u>Event</u></b>	<b><u>Date</u></b>
Issue RFP	March 21, 2013
Pre-Proposal Conference	April 3, 2013 at 9:00 am local time
Deadline for receipt of questions via email	April 4, 2013 by 4:00 pm local time
Issue Addendum/a (if required)	April 10, 2013
Proposal Due Date	April 18, 2013
City Council Approval	June 2013
Contract Start Date	July 1, 2013

### 6. **PREPARATION OF PROPOSAL:**

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

### 7. **TECHNICAL PROPOSAL INSTRUCTIONS:**

- 7.1. The Proposer must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.

Proposal submission shall consist of two (2) original hardcopies and ten (10) electronic (CD or USB flash drives) copies of the technical proposal. The Proposer must include a notarized statement that the CD or USB flash drive version is a true copy of the printed version.

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

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

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

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

## PROPOSAL INFORMATION

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

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

Tab 4 – QUALIFICATIONS:

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

Tab 5 – REFERENCES:

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

Tab 6 – SUPPLIER INFORMATION:

- a. Supplier Qualifications (Ref. pages 10-14): Proposer must include a narrative of its understanding and acceptance of the Supplier Commitments.
- b. Completed and signed Supplier Worksheet for National Program Consideration (Ref. page 16).
- c. Supplier Information (Ref. pages 19-23).

Tab 7 – ADDITIONAL REQUIRED FORMS AND SIGNED ADDENDA:

- a. Provide completed Conflict of Interest Questionnaire in Exhibit 1.
- b. Provide completed Non-Exclusion Affidavit for Vendors in Exhibit 1.
- c. Submit signed Addendum/a.



## PROPOSAL INFORMATION

### Tab 8 – FINANCIAL STATEMENTS:

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

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

## **8. COST PROPOSAL INSTRUCTIONS:**

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

Proposal submission shall consist of two (2) original hardcopies and ten (10) electronic (CD or USB flash drives) copies of the cost proposal. The Proposer must include a notarized statement that the CD or USB flash drive version is a true copy of the printed version.

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

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

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

## PROPOSAL INFORMATION

- i. It is the Proposer's responsibility to provide the City and Participating Public Agencies with an up-to-date price list and any necessary brochures or related materials at no charge for the duration of the contract.

### **9. CONTACT FOR CONTRACTUAL MATTERS:**

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

Le Sealey, Manager of Purchasing  
Purchasing Department  
Telephone: 972-216-6394  
E-mail: [lsealey@ci.mesquite.tx.us](mailto:lsealey@ci.mesquite.tx.us)

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

### **10. SUBMISSION OF PROPOSALS:**

- 10.1. Two (2) original (duly marked) hardcopies and ten (10) electronic (CD or USB flash drives) copies of the Technical proposal, and two (2) original (duly marked) and ten (10) electronic (CD or USB flash drives) copies of the Cost proposal shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the Proposers name and address on the outside. The Proposer must include a notarized statement that the CD or thumb drive version is a true copy of the printed version. Electronically stamped delivery receipts are available. Facsimile or e-mail submitted proposals will not be accepted.

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

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

- 10.2. Proposers are reminded that changes to the Request for Proposal, in the form of Addendum/a, are often issued. Any Addendum/a MUST be signed and accompany the proposal. Addendum/a will be available at [www.cityofmesquite.com](http://www.cityofmesquite.com). Additionally, Notice of Addendum/a will be posted at [www.bidsync.com](http://www.bidsync.com). It is the Proposer's responsibility to monitor the web page for the most current Addendum/a.
- 10.3. It is the Proposer's responsibility to clearly identify and to describe the services being offered in response to this Request for Proposal. Proposers are cautioned that organization of their response, as well as thoroughness is critical to the City's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 10.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other

## PROPOSAL INFORMATION

presentation aids are not required. The City encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.

10.5. The two (2) original hardcopies and set of the ten (10) electronic copies of the proposal shall consist of:

- a. Cover Sheet
- b. Technical proposal as required in the Proposal Information section, paragraph 6, **TECHNICAL PROPOSAL INSTRUCTIONS.**
- c. Cost proposal as required in the Proposal Information section, paragraph 7, **COST PROPOSAL INSTRUCTIONS.**

10.6. By executing the Proposal Cover Sheet, Proposer acknowledges that it has read this Request for Proposal, understands it, and agrees to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

### **11. LATE PROPOSALS:**

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

### **12. PERIOD THAT PROPOSALS REMAIN VALID:**

12.1. Proposals will remain valid for a period of ninety days (90) calendar days after the date specified for receipt of proposals.

### **13. NEGOTIATIONS:**

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

### **14. CRITERIA FOR EVALUATION:**

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

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

## PROPOSAL INFORMATION

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

### **15. PUBLIC INFORMATION:**

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

**EXHIBIT 1**  
**CITY OF MESQUITE DOCUMENTS**

CONFLICT OF INTEREST QUESTIONNAIRE

STANDARDS OF CONDUCT

INSURANCE

NON-EXCLUSION AFFIDAVIT FOR VENDORS

CITY OF MESQUITE SAMPLE CONTRACT

## Exhibit 1 - CONFLICT OF INTEREST QUESTIONNAIRE

### TO ALL VENDORS CONDUCTING BUSINESS WITH THE CITY OF MESQUITE

#### RE: DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION

Chapter 176 is a relatively new ethics law that was enacted by HB 914 in 2005. It requires certain local government officials to disclose employment and business relationships with vendors who conduct business with local government entities. After the law was implemented, city officials and others realized that it created several unintended consequences. Consequently, the bill's author sought an opinion from The Texas Attorney General to clarify many provisions of Chapter 176. In response, the Attorney General's Office released Opinion Number GA-0446, which indicated that changes to the law would be desirable. In response, the legislature passed HB 1491 during the 2007 regular legislation session. The bill became effective on May 25, 2007.

Chapter 176 defines a "vendor" as any person who enters or seeks to enter into a contract with the city. The term also includes an agent of a vendor.

Local government officers subject to this law are a city council member, director, superintendent, administrator, president, city manager, or any other person who is designated as the executive officer of the local government entity. A municipal officer's family member would include the officer's spouse, father, mother, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, or step-child.

The law applies to any written contract for the sale or purchase of real property, goods, or services. A contract for services would include one for skilled or unskilled labor, or for professional services.

A vendor is required to file a conflict of interest questionnaire if the vendor has a business relationship with the city and has:

1) an employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve months; or

2) has given an officer or an officer's family member one or more gifts totaling more than \$250 in the preceding twelve months.

A vendor is required to file a questionnaire not later than the seventh business day after the later of the following:

1) the date the vendor begins discussions or negotiations to enter into a contract with the city or submits an application or response to a bid proposal; or

2) the date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.

## Exhibit 1 - CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
<b>1</b> Name of person who has a business relationship with local governmental entity.		
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
<b>3</b> Name of local government officer with whom filer has employment or business relationship. <div style="text-align: center; margin: 10px 0;">             _____              Name of Officer           </div> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<b>4</b> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;">             _____              Signature of person doing business with the governmental entity           </div> <div style="width: 35%;">             _____              Date           </div> </div>		

Adopted 06/29/2007

## EXHIBIT 1 STANDARDS OF CONDUCT

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

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

### **Acceptance of Gifts or Gratuities**

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

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

### **Conflicts of Interest**

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

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



## EXHIBIT 1 STANDARDS OF CONDUCT

- Please do not ask employees to hand out or post advertising materials.

### **Solicitation by City Employees**

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

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

### **Use of City Equipment, Facilities and Resources**

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

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

### **Your Rights and Expectations**

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

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

Ted Barron  
City Manager

## EXHIBIT 1 INSURANCE

### A. AMOUNTS OF INSURANCE

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

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

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

### B. OTHER INSURANCE REQUIREMENTS

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

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

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

## EXHIBIT 1 INSURANCE

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

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

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

### C. Additional Worker's Compensation Insurance Requirements

#### 1. Definitions:

*Certificate of coverage* ("certificate") A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, TWCC-84), showing statutory Worker's Compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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

*Persons providing services on the project* (subcontractor" in 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which

## EXHIBIT 1 INSURANCE

furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

## EXHIBIT 1

### NON-EXCLUSION AFFIDAVIT FOR VENDORS

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

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

# EXHIBIT 1

## NON-EXCLUSION AFFIDAVIT FOR VENDORS

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

\_\_\_\_\_  
 Signature of Contractor Representative

\_\_\_\_\_  
 Date

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
 Notary Public in and for Dallas County, Texas

**EXHIBIT 1**  
**CITY OF MESQUITE CONTRACT**

**NOTICE**

The following blank spaces in the contract are not to be filled in by the Proposer at the time of submitting his proposal. The contract form is submitted at this time to familiarize the Proposer with the form of contract, which the successful Proposer will be required to execute.

EXHIBIT 1  
CITY OF MESQUITE CONTRACT

**CONTRACT FOR PURCHASE  
OF GOODS AND/OR SERVICES**

THIS CONTRACT is made and entered into this the \_\_\_\_\_ day of  
\_\_\_\_\_, by and between the City of Mesquite, Texas, a Municipal corporation  
located in Dallas County, Texas, (hereinafter called CITY), acting through  
its duly authorized City Manager, Ted Barron and \_\_\_\_\_ of the City  
of \_\_\_\_\_, County of \_\_\_\_\_, State of Texas, hereinafter  
called COMPANY), acting by and through its duly authorized agent.

WITNESSETH: That for and in consideration of the mutual covenants hereinafter  
set forth, the CITY and COMPANY agree as follows:

I. DESCRIPTION OF GOODS AND/OR SERVICE

The CITY agrees to purchase and the COMPANY agrees to provide all of the  
goods and/or services as specified in the contract documents, such goods  
and/or services generally described as follows:

**(TITLE OF BID GOES HERE)**

for the bid sum of \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$00.00),  
paid in current funds at the unit or total prices, at COMPANY'S own proper  
cost and expense, including all materials, supplies, machinery, equipment,  
tools, superintendence, labor, insurance, bonds and other accessories and  
services necessary to complete delivery of same, in accordance with the  
contract documents, hereinafter defined, and subject to such additions and  
deductions as provided therein.

II. CONTRACT DOCUMENTS

The contract documents shall consist of this written agreement or Contract,  
provisions of this Contract including General Clauses and Conditions, Special  
and all other Provisions, Advertisement for Bid, Invitation to Bid,  
Instruction to Bidders, Bidder's Proposal, all Addenda issued prior to award  
of Contract, any plans which include all maps, plats, blueprints, and other  
drawings and printed or written or explanatory matter thereof, the technical  
specifications and all other documents identified as pertaining to this  
agreement, all of which have been identified by the CITY and COMPANY. The  
contract documents constitute the entire agreement between the CITY and  
COMPANY, and all are as fully a part of the Contract as if attached to and  
repeated in this agreement. The contract documents may be altered, amended  
or modified only as provided herein. The goods and/or services to be  
provided under this Contract shall be commenced by COMPANY upon final  
execution of this Contract.

III. MODIFICATION AND ASSIGNMENT

This Contract may not be altered; modified or amended except in writing  
properly executed by the parties and may not be assigned to a third party.



## EXHIBIT 1 CITY OF MESQUITE CONTRACT

### IV. TERMINATION

CITY shall have the right to cancel this Contract if COMPANY fails to provide the goods and/or services in accordance with the Contract Documents after giving thirty days prior written notice. CITY shall within thirty-(30) days of termination compensate COMPANY for any delivery of goods and/or services made up to the time of termination. No amount shall be due for lost or anticipated profits.

### V. TERM

The term of this Contract shall be an initial term of three-(3) years beginning on the \_\_\_\_\_, and ending on the \_\_\_\_\_ unless terminated under the terms set forth herein. CITY may, at its option, renew the term of this Contract up to two (2) years, one (1) year at a time. COMPANY shall be notified in writing of CITY'S intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

### VI. GOVERNING LAW AND VENUE

The parties agree that the laws of the State of Texas shall apply to and govern this Contract and venue for any legal proceeding shall be in Dallas County, Texas.

### VII. INDEPENDENT CONTRACTOR/INDEMNITY

It is agreed for all purposes hereunder, the COMPANY is and shall be an independent contractor and shall not, with respect to their acts or omissions, be deemed an agent or employee of CITY.

COMPANY agrees to indemnify and hold harmless and defend CITY, its officers, agents and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of or resulting from COMPANY'S work and/or activities conducted in connection with or incidental to this Contract and from any liability arising out of, or resulting from, the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

COMPANY further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licenses, invitees and other persons, as well as their property, while engaged in the delivery of such purchases and/or services pursuant to this Contract or while on City's premises where the services are being provided. It is expressly understood and agreed that CITY shall not be liable or responsible for the negligence of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

Further, CITY assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise

## EXHIBIT 1 CITY OF MESQUITE CONTRACT

defects, real or alleged, in the vicinity where such purchases and/or services are to be delivered by COMPANY, which may now exist or which may hereafter arise upon the premises, responsibility for any and all such defects being expressly assumed by COMPANY. COMPANY understands and agrees that this indemnity provision shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to any such claim asserted by or on behalf of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is further agreed with respect to the above indemnity, that CITY and COMPANY will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the COMPANY or CITY, and CITY shall have the right to compromise and defend the same to the extent of its own interests.

### VIII. DISCRIMINATION REGULATIONS

COMPANY, in the execution of this Contract and particularly in the employment practices engaged in, agrees that it will not discriminate on the basis of race, color, religion, national origin, sex, age, handicap or disability.

### IX. NOTIFICATION

All notices and communications required herein shall be personally delivered or mailed to the other party by United States certified mail, return receipt requested. Unless otherwise changed in writing by the respective party, notice intended for COMPANY shall be sent to the COMPANY's address as shown on COMPANY's Proposal; notice intended for CITY shall be sent to: \_\_\_\_\_, **1515 N. Galloway Avenue, Mesquite, Texas 75149**. Mailed notices shall be deemed to have been received three-(3) days after mailing.

EXHIBIT 1  
CITY OF MESQUITE CONTRACT

***IN WITNESS WHEREOF, CITY and COMPANY have  
executed this Contract in three (3)  
counterparts, each of which shall be deemed an  
original, the day and year first written above.***

CITY OF MESQUITE  
(CITY)

COMPANY

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

By:

\_\_\_\_\_  
Ted Barron, City Manager

Signature  
Printed Name:

ATTEST:

Printed Title:

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

Sonja Land, City Secretary

Acknowledgment

State of Texas, County of Dallas:  
Before me the undersigned authority on  
this day personally appeared  
\_\_\_\_\_, known to be the  
person whose name is subscribed to the  
foregoing document and known to me to  
be the \_\_\_\_\_ (title) of

\_\_\_\_\_ company  
name) and acknowledged to me that (s)he  
executed said document with full  
authority to do so and for the purposes  
and consideration expressed therein.  
Given under my hand and seal of office  
the day of \_\_\_\_\_, 2012.

APPROVED AS TO FORM:

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

\_\_\_\_\_  
City Attorney or designee  
Texas

\_\_\_\_\_  
Notary Public in and for the State of  
Texas

## **EXHIBIT 2**

### **U.S. COMMUNITIES DOCUMENTS**

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT (Between Lead Public Agency and Participating Public Agencies)

ADMINISTRATION AGREEMENT (Between U.S. Communities and Supplier)

STATE NOTICE ADDENDUM

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM

COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

## EXHIBIT 2

# MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

### RECITALS

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

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

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

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

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

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

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

**EXHIBIT 2**  
**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING**  
**AGREEMENT**

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

## EXHIBIT 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 and Services");

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

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

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

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

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

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

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

### ARTICLE I

#### GENERAL TERMS AND CONDITIONS

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

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

## EXHIBIT 2

### ADMINISTRATION AGREEMENT

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

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

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

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

## ARTICLE II

### TERM OF AGREEMENT

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

## ARTICLE III

### REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities' Representations and Covenants.

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



## EXHIBIT 2

### ADMINISTRATION AGREEMENT

Agencies, participation in key events and tradeshow and by providing online tools to Supplier's sales force.

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

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

(a) Corporate Commitment.

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

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

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

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

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

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

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

## EXHIBIT 2

### ADMINISTRATION AGREEMENT

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

(b) **Pricing Commitment.**

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

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

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

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

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

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

(iv) **Supplier's Options in Responding to a Third Party Procurement Solicitation.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations,

## EXHIBIT 2

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U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

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

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

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

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

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

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

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

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

## EXHIBIT 2

### ADMINISTRATION AGREEMENT

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

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

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

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

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

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

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

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

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

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

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S.

## EXHIBIT 2

### ADMINISTRATION AGREEMENT

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

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

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

## ARTICLE IV

### PRICING AUDITS

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

## ARTICLE V

### FEES & REPORTING

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,

## EXHIBIT 2

### ADMINISTRATION AGREEMENT

excluding taxes, in the amount of \_\_\_\_ percent of aggregate purchases made during each calendar month (individually and collectively, “Administrative Fees”). Supplier’s annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency’s costs incurred in connection with managing the Master Agreement nationally.

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

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

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

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier’s Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities’ reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities’ trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to [reporting@uscommunities.org](mailto: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

## EXHIBIT 2

### ADMINISTRATION AGREEMENT

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.

## EXHIBIT 2 ADMINISTRATION AGREEMENT

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

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

Attn: U.S. Communities Program Manager

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

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

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

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

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



**EXHIBIT 2**  
**ADMINISTRATION AGREEMENT**

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]*

**EXHIBIT 2**  
**ADMINISTRATION AGREEMENT**

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By \_\_\_\_\_

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

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

Supplier:

\_\_\_\_\_

By \_\_\_\_\_

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

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

EXHIBIT 2  
ADMINISTRATION AGREEMENT

EXHIBIT A

MASTER AGREEMENT

(City of Mesquite Master Agreement/Contract to be attached at time of award.)

## EXHIBIT 2 ADMINISTRATION AGREEMENT

### EXHIBIT B

### SALES REPORT FORMAT

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

## EXHIBIT 2 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)

**Other states:**

**State of Oregon, State of Hawaii, State of Louisiana, State of Washington**

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

## EXHIBIT 2

### STATE NOTICE ADDENDUM

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

## EXHIBIT 2 STATE NOTICE ADDENDUM

**State: HI****Account Type: K-12**

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

**Account Type: County**

BOARD OF WATER SUPPLY  
MAUI COUNTY COUNCIL

**Account Type: Non-Profit**

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

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

## EXHIBIT 2

### STATE NOTICE ADDENDUM

prod test kindly ignore HI - DP

Kroc Center Hawaii

**Account Type:** College and University

ARGOSY UNIVERSITY

HAWAII PACIFIC UNIVERSITY

UNIVERSITY OF HAWAII AT MANOA

RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

BRIGHAM YOUNG UNIVERSITY - HAWAII

University Clinical Research and Association

CHAMINADE UNIVERSITY OF HONOLULU

**Account Type:** Other

Hawaii Information Consortium

Leeward Community Church

Queen Emma Gardens AOA

**Account Type:** Unknown

TURTLE BAY RESORT GOLF CLUB

**Account Type:** City

COUNTY OF MAUI

**Account Type:** Community College

Honolulu Community College

COLLEGE OF THE MARSHALL ISLANDS

**Account Type:** State Agency

DOT Airports Division Hilo International Airport

Judiciary - State of Hawaii

STATE OF HAWAII, DEPT. OF EDUCATION

ADMIN. SERVICES OFFICE

SOH- JUDICIARY CONTRACTS AND PURCH

STATE DEPARTMENT OF DEFENSE

HAWAII CHILD SUPPORT ENFORCEMENT AGENCY

HAWAII HEALTH SYSTEMS CORPORATION

HAWAII AGRICULTURE RESEARCH CENTER

STATE OF HAWAII

Third Judicial Circuit - State of Hawaii

**Account Type:** Consolidated City/County

CITY AND COUNTY OF HONOLULU

**State:** LA

**Account Type:** K-12

Orleans Parish School Board

Isidore Nedwman School

Brother Martin High School

Morris Jeff Community School

Alexandria Country Day School

DARBONNE WOODS CHARTER SCHOOL, INC.

MENTORSHIP ACADEMY

CADDOPARISH SCHOOLS

JESUS THE GOOD SHEPHERD SCHOOL

HOSANNA FIRST ASSEMBLY OF GOD

DIOCESE OF LAFAYETTE

NORTHEAST BAPTIST SCHOOL

CHILDREN'S CHARTER MIDDLE SCHOOL

VISITATION OF OUR LADY CATHOLIC SCHOOL

DELHI CHARTER SCHOOL

ACADIA PARISH SCHOOL BOARD

ST. AMANT HIGH SCHOOL

AVOYELLES PARISH SCHOOL BOARD

BEAUREGARD PARISH SCHOOL BOARD

CALCASIEU PARISH SCHOOL SYSTEM

CATAHOULA PARISH SCHOOL BOARD

VIDALIA JUNIOR HIGH SCHOOL

DeSoto Parish School Board

EAST CARROLL PARISH SCHOOL BOARD

IBERVILLE PARISH SCHOOL BOARD

JACKSON PARISH SCHOOL BOARD

JEFFERSON DAVIS PARISH SCHOOL BOARD

JEFFERSON PARISH SCHOOL BOARD

LINCOLN PARISH SCHOOL BOARD

Recovery School District

MADISON PARISH SCHOOL BOARD

MOREHOUSE PARISH SCHOOL BOARD

OUACHITA PARISH SCHOOL BOARD

RICHLAND PARISH SCHOOL BOARD

ST. BERNARD PARISH PUBLIC SCHOOL DISTRICT

ST LANDRY PARISH SCHOOL BOARD

St.Mary Parish School Board

TANGIPAHOA PARISH SCHOOL SYSTEM

NEWELLTON ELEMENTARY SCHOOL

UNION PARISH SCHOOL BOARD

VERMILION PARISH SCHOOL BOARD



## EXHIBIT 2

### STATE NOTICE ADDENDUM

VERNON PARISH SCHOOL BOARD	Cedar Creek School
WEST BATON ROUGE PARISH SCHOOL BOARD	Faith Lutheran High School
WEST CARROLL PARISH SCHOOL BOARD	Advocacy for the Arts & Technology
WINN PARISH SCHOOL BOARD	LITTLE ANGELS SCHOOL AND DAY CARE
MONROE CITY SCHOOLS	CADDO PARISH MAGNET HIGH SCHOOL
ST JOSEPH THE WORKER	BOSSIER PARISH SCHOOL BOARD
Parkview Baptist	RAPIDES PARISH SCHOOL BOARD
ST. MARIA GORETTI CHURCH	St. Edward School
ST MARY'S DOMINICAN HS	LaSalle Parish School District
ST. AUGUSTINE HIGH SCHOOL	LSMSA
ARCHBISHOP RUMMEL HIGH SCHOOL	Bogalusa School Board
CATHOLIC OF POINTE COUPEE SCHOOL	St. Charles Parish Public Schools
Archbishop Shaw High School	Parkview Baptist School
E.D. WHITE CATHOLIC HIGH	Ursuline Academy of New Orleans
CENTRAL PRIVATE SCHOOL	ReNEW - Reinventing Education
CENTRAL SCHOOL CORP.	Larose Lower Elementary
EPISCOPAL HIGH SCHOOL OF BATON ROUGE	Bossier Parish School Board (BPSB)
OAK FOREST ACADEMY	Bienville Parish School Board
RIVERSIDE ACADEMY	Andrew H. Wilson Charter School
HOLY TRINITY LUTHERAN CHURCH AND SCHOOL	retired now
OPELOUSAS CATHOLIC SCHOOL	W.S. Lafargue Elementary
ST. JOHN ELEMENTARY/MIDDLE SCHOOL	<b>Account Type: County</b>
LIVINGSTON PARISH PUBLIC SCHOOLS	vermilion county
THE DUNHAM SCHOOL	ST.CHARLES SHERIFFS OFFICE
EXCELSIOR CHRISTIAN SCHOOL	St Landry Parish Government
STATE DEPARTMENT OF EDUCATION	Cameron Parish Sheriff Department
GRACE LUTHERAN CHURCH AND EARLY	Calcasieu Parish Police Jury
CHILDHOOD CENTER	St. James Parish Government
ST. CLETUS SCHOOL	calcasieu county
CLAIBORNE PARISH SCHOOL BOARD	JEFFERSON PARISH DISTRICT ATTORNEY
LAFAYETTE PARISH SCHOOL SYSTEM	ASSUMPTION PARISH LIBRARY
LORANGER HIGH SCHOOL FOOTBALL	ST. BERNARD PARISH ADULT DRUG COURT
ST. PIUS X SCHOOL	WINN PARISH DISTRICT ATTORNEY
ACADEMY OF THE SACRED HEART	GRANT PARISH POLICE JURY
ST. JOAN OF ARC SCHOOL	BIENVILLE PARISH POLICE JURY
ST. DOMINIC SCHOOL	BOSSIER PARISH ASSESSOR
WESTMINSTER CHRISTIAN ACADEMY	BOSSIER PARISH CLERK OF CT
CATHOLIC HIGH SCHOOL	BOSSIER SHERIFFS DEPARTMENT
Monroe Educational Foundation	CADDO PARISH TAX ASSESSOR
Parkview Elementary PTO	CALDWELL PARISH CLERK OF COURT
St. James Parish School Board	CLAIBORNE PARISH POLICE JURY
Washington Parish School System	DESOTO PARISH POLICE JURY
St. Martin's Episcopal School	EAST BATON ROUGE PARISH CLERK OF COURT
Terrebonne Parish School Board	

## EXHIBIT 2

### STATE NOTICE ADDENDUM

EAST FELICIANA PARISH SHERIFF OFFICE  
 iberia county  
 JACKSON PARISH POLICE JURY  
 LINCOLN PARISH LIBRARY  
 MOREHOUSE PARISH POLICE JURY  
 CITY OF OPELOUSAS  
 ouachita county  
 POINTE COUPEE PARISH POLICE JURY  
 RAPIDES PARISH POLICE JURY  
 ST. CHARLES PARISH  
 ST JOHNS THE BAPTIST PARISH  
 ST. MARY PARISH GOVERNMENT  
 UNION PARISH HOMELAND SECURITY  
 WEBSTER PARISH POLICE JURY  
 WEST CARROLL PARISH SHERIFFS DEPT.  
 WEST FELICIANA COMMUNICATIONS DISTRICT  
 WINN PARISH POLICE JURY  
 CATAHOULA PARISH POLICE JURY  
 JEFFERSON PARISH GOVERNMENT  
 TENSAS PARISH POLICE JURY  
 ST TAMMANY FIRE DISTRICT 4  
 IBERVILLE PARISH COUNCIL  
 OUACHITA MULTI-PURPOSE COMMUNITY ACTION  
 PROGRAM, INC  
 SOUTH CENTRAL PLANNING AND DEVELOPMENT  
 COMMISSION  
 CALDWELL PARISH HOUSING AUTHORITY  
 FRANKLIN ECONOMIC DEVELOPMENT  
 FOUNDATION  
 RICHLAND PARISH LIBRARY  
 orleans county  
 THIRD JUDICIAL DISTRICT COURT  
 RAPIDES PARISH LIBRARY  
 Acadia Parish Police jury  
 BEAUREGARD PARISH POLICE JURY  
 FI Parish Juvenile Detention Center  
 Livingston Parish Council  
 PARISH OF ASCENSION  
 Lafourche Parish Government State Of Louisiana  
 JUDICIAL EXPENSE FUND  
 GRANT PARISH POLICE JURY GAS DEPT.  
 LA SALLE PARISH POLICE JURY  
 DESOTO PARISH EMS  
 DESOTO PARISH TAX ASSESSOR  
 caddo county

RICHLAND PARISH SHERIFF DEPARTMENT  
 CONCORDIA PARISH POLICE JURY  
 East Baton Rouge Parish Drug Court Treatment  
 Center  
 St. Tammany Parish Assessor  
 St. John the Baptist Parish Library  
 Livingston Council On Aging  
 St. Landry Parish Tourist Commission  
 PLAQUEMINES PARISH GOVERNMENT  
 east baton rouge county  
 acadia county

#### Account Type: Non-Profit

St. Landry Parish Community Action Agency  
 Zoar Baptist Church  
 East Baton Rouge Mortgage Finance Authority  
 Rebuilding Together New Orleans  
 st. charles united methodist church  
 Touro Infirmary  
 Acadiana CARES  
 Presbytery of South Louisiana - Project  
 Homecoming  
 family service of greater new orleans  
 The Magnolia School, Inc  
 Church United for Community Development  
 Willis Knighton Health Systems  
 Plaquemines Community C.A.R.E. Center  
 jerico road episcopal housing initiative  
 greater mount calvary baptist church  
 LA ASSOCIATION COMMUNITY ACTION  
 PARTNERSHIPS  
 BOOST FOUNDATION, INC.  
 NEW GENERATIONS CHURCH OF MONROE, INC  
 SUMMER GROVE BAPTIST ACADEMY  
 NALC BRANCH 136  
 GRACE COMMUNITY CHURCH  
 COMITE BAPTIST CHURCH  
 GULF COAST HOUSING PARTNERSHIP  
 COMMITTEE FOR PLAQUEMINES RECOVERY  
 THE FULLER CENTER FOR HOUSING OF NWLA  
 DESOTO PARISH LIBRARY  
 SEEKER SPRINGS MINISTRY CENTER  
 THE CELL COMMUNITY SCHOOL & RESOURCE  
 CENTER  
 ELDERCARE SUPPORT SERVICES

## EXHIBIT 2

### STATE NOTICE ADDENDUM

MARY BIRD CANCER CENTER	PCPFHF
LOUISIANA HEALTH CARE QUALITY FORUM	FAMILY MEDICAL CLINIC OF MER ROUGE
LEWIS CME	NEW BEGINNINGS CDC
ST. BERNARD PROJECT	FAITH TABERNACLE CHURCH
PRIDE COMMUNITY ASSOCIATION	THE WAY OF HOLINESS APOSTOLIC CHURCH
HARVEST CHURCH	MIRACLE PLACE CHURCH
ALLEGIANCE HEALTH MANAGEMENT	THE HARVEST
UPWARD BOUND MINISTRIES, INC.	POLICE JURY ASSOCIATION OF LOUISIANA
IBTS	NSU CHILD AND FAMILY NETWORK
HANDS ON NETWORK	MOREHOUSE GENERAL HOSPITAL
CROSSROADS CHURCH	BROADMOOR CHRISTIAN CHURCH
NEW ORLEANS JAZZ ORCHESTRA	MW PRINCE HALL MASONIC HALL TEMPLE
ST. PAUL BAPTIST CHURCH	LITTLE THEATRE OF MONROE, INC.
COMMUNITY SUPPORT PROGRAMS, INC.	BOSSIER CHAMBER OF COMMERCE
LAFAYETTE TEEN COURT, INC	ST. ANDREW PRESBYTERIAN CHURCH
THE SHREVEPORT-BOSSIER KOREAN PRESBYTERIAN CHURCH	WEST JEFFERSON MEDICAL CENTER
URBAN IMPACT MINISTRIES	IBERIA MEDICAL CENTER
Cornerstone Church of Zachary Inc	BROADMOOR UNITED METHODIST PRESCHOOL
GOOD SAMARITANS OF FRANKLIN	ST.ANSELM CATHOLIC CHURCH
LOUISIANA ASSOCIATION OF HEALTH PLANS	ST. FRANCES XAVIER CABRINI CATHOLIC CHURCH
LOUIS INFANT CRISIS CENTER	KIWANIS INTERNATIONAL
GRACE LIFE FELLOWSHIP	Tulane Hillel
FAMILY WORSHIP CENTER CHURCH INC	DISABLED VETERNS OF LA CHAPTER 4
UNITY FOR THE HOMELESS, INC.	SHREVEPORT ELECTRICAL HEALTH AND WELFARE FUND
NEW TABERNACLE BAPTIST CHURCH	LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
CENLA AREA AGENCY ON AGING, INC.	ISTROUMA AREA COUNCIL OF BOY SCOUTS
UNITED METHODIST HOPE MINISTRIES	UNITED CEREBAL PALSY OF GREATER NEW ORLEANS, INC
HEALING PLACE CHURCH	RIDGE AVENUE BAPTIST CHURCH
RAPIDES PRIMARY HEALTH CARE CENTER	Girls Scouts Louisiana East
K AND S CHILDHOOD DEVELOPMENT CENTER	CHILDREN'S HOSPITAL
HAVEN REHABILITATION CENTER, INC.	LOUISIANA SPCA
MOUNT HERMON BAPTIST CHURCH	FIRST BAPTIST CHURCH RUSTON
PLEASANT VALLEY UNC	GIRL SCOUTS OF LA - PINES TO GULF
LIVINGSTON PARISH PRESIDENT-COUNCIL	UNITED WAY OF NORTHEAST LOUISIANA, INC.
LINCOLN GENERAL HOSPITAL	LOUISIANA REALTORS ASSOCIATION
CROSSPOINT BAPTIST CHURCH	LOUISIANA HIGH SCHOOL ATHLETIC ASSOCIATION
MACEDONIA MISSIONS, INC.	ST. GEORGE CHURCH
MT. PLEASANT COMMUNITY DEVELOPMENT CORP. INC.	JACKSON PARISH HOSPITAL
Jefferson Chamber of Commerce	ROMAN CATHOLIC CHURCH OF THE DIOCESE OF BATON ROUGE
FAMILY RESOURCES OF NEW ORLEANS	ARCHDIOCESE OF NEW ORLEANS
UNITECH TRAINING ACADEMY	TOTAL COMMUNITY ACTION, INC.
LOUISIANA FAMILY FORUM	

## EXHIBIT 2

### STATE NOTICE ADDENDUM

AVOYELLES PROGRESS ACTION COMMITTEE, INC	HOSANNA LUTHERAN CHURCH
CENLA COMMUNITY ACTION COMMITTEE, INC.	MOUNT CANAAN MISSIONARY BAPTIST CHURCH
PCSS	NEW DAUGHTERS OF ZION MISSIONARY BAPTIST CHURCH IN
ST. MICHAEL SPECIAL SCHOOL	MARION BAPTIST CHURCH
MACON ECONOMIC OPPORTUNITY	VERNON COMMUNITY ACTION COUNCIL, INC.
LIVINGSTON PARISH CHAMBER OF COMMERCE	FIRST CHURCH OF GOD IN OAK GROVE, INC.
FIRST BAPTIST CHURCH COVINGTON	Ouachita Baptist Church
JEWISH FEDERATION OF GREATER BATON ROUGE	OLIVE BRANCH BAPTIST CHURCH
COOK BAPTIST CHURCH	FIRST APOSTOLIC CHURCH
ST. MARY CAA, INC.	SOLOMON TEMPLE BAPTIST CHURCH
OUR LADY OF PROMPT SUCCOR CHURCH	WEST BATON ROUGE CHAMBER OF COMMERCE
NEW CHAPEL HILL BAPTIST CHURCH	IFA CHURCH
The Arc Of Iberia	LA ONE CALL
MCIO HEAD START	ST. FRANCIS DINER
FRANKLIN MEDICAL CENTER	SWEETWATER BAPTIST CHURCH
EASTER SEALS LOUISIANA	THE CHURCH OF THE LIVING GOD
VOLUNTEERS OF AMERICA OF GREATER NEW ORLEANS	WORKFORCE INVESTMENT BOARD SDA-83
ST. ALOYSIUS CATHOLIC SCHOOL	TRAILBLAZER RESOURCE AND CONSERVATION AREA, INC.
LOUISIANA DISTRICT ATTORNEYS ASSOCIATION	PRESBYTERIAN CHURCH OF RUSTON
ODYSSEY HOUSE LOUISIANA, INC.	ADVOCACY CENTER FOR THE ELDERLY AND DISABLED, INC.
HAVEN NURSING CENTER, INC.	ST.MARY PARISH LIBRARY
KING OF KINGS EVANGELICAL LUTHERAN CHURCH	AGAPE LOVE
ST. JEAN VIANNEY CHURCH	THE HOUSE OF FAITH HOPE AND CHARITY
Southern Financial Exchange	THE SALVATION ARMY
new home ministries	EMMANUEL BAPTIST CHURCH
HEBRON BAPTIST CHURCH	BOY SCOUTS OF AMERICA
ST THOMAS AQUINAS CATHOLIC CHURCH	FIRST BAPTIST CHURCH
GREATER OUACHITA WATER COMPANY	FIRST UNITED METHODIST CHURCH
MT. VERNON BAPTIST CHURCH	ST. JOHN THE BAPTIST CATHOLIC CHURCH
LA ASSEMBLY OF THE CHURCH OF GOD	FIRST BAPTIST CHURCH
CENTRAL CITY EOC	ST PATRICK CHURCH
ST. MARY PARISH TOURIST COMMISSION	GRACE EPISCOPAL CHURCH
PINE BELT MULTI-PURPOSE COMMUNITY ACTION AGENCY	TRINITY LUTHERAN CHURCH
UNIVERSITY CHURCH OF CHRIST	FIRST BAPTIST CHURCH
CITY OF FAITH PRISON MINISTRIES, INC.	EMMANUEL BAPTIST CHURCH
THE SPIRIT OF FREEDOM MINISTRIES	ANTIOCH BAPTIST CHURCH
BONITA ROAD BAPTIST CHURCH	ST. JOHN THE BAPTIST CATHOLIC CHURCH
EVANGELINE BAPTIST CHURCH	TRINITY BAPTIST CHURCH
HOPEWELL BAPTIST CHURCH	Baton Rouge Soccer Association
PENIEL BAPTIST CHURCH	ST. PAULS UNITED METHODIST CHURCH
ASSOCIATED PROFESSIONAL EDUCATORS OF LOUISIANA	PARKVIEW BAPTIST CHURCH
PHILADELPHIA BAPTIST CHURCH	OPEN DOOR BAPTIST CHURCH

## EXHIBIT 2

### STATE NOTICE ADDENDUM

Galilee Baptist Academy	WILLIAMS MEMORIAL CME
Volunteers of America of North Louisiana	BROADMOOR PRESBYTERIAN CHURCH
GIBSON AREA HOSPITAL	ST. MARYS BAPTIST CHURCH
First United Methodist Church	GREATER HOPE BAPTIST CHURCH
Port City Enterprises	STERLINGTON HOLINESS TABERNACLE
acadia parish sheriff dpet	YMCA OF SHREVEPORT, LA
Fresh Faith Family Worship Center	SUMMER GROVE BAPTIST CHURCH
Baton Rouge Children's Advocacy Center	STARLIGHT BAPTIST CHURCH
Go Care	ST. REST BAPTIST CHURCH
Trinity Episcopal Church	LAKESIDE DAY CARE
Beginners Mind Inc	LAKESIDE BAPTIST CHURCH
Wisner Foundation	EMMANUEL BAPTIST CHURCH
Berean Church	SHOWERS OF BLESSING MINISTRIES
South Central Laborers	CALVARY BAPTIST CHURCH
Southern United Neighborhoods	GREATER ELIZABETH BAPTIST CHURCH
Franklin Medical Center	AMERICAN CHILD DAY CARE CENTER
New Orleans Museum Of Art	SHREVEPORT REGIONAL ARTS COUNCIL
Our Lady of Victory	NEW TESTAMENT UNITED PENTECOSTAL CHURCH
Ingleside United Methodist Church	CHRISTVIEW CHRISTIAN CHURCH
congregation temple sinai	NEW GREENWOOD BAPTIST CHURCH
NORTHWEST LOUISIANA LIONS EYE BANK	BARKSDALE FEDERAL CREDIT UNION
NEW HORIZONS	TRINITY WORSHIP CENTER
UNITED AUTO WORKERS UNION	MT. SINAI MBC
STEEPLE CHASE BAPTIST CHURCH	Lafayette Habitat for Humanity
METRO/REGIONAL BUSINESS INCUBATOR	Nativity of Our Lady Church
BENTON UNITED METHODIST CHURCH	Full Gospel Church
APOSTOLIC DELIVERANCE U.P.C. INC.	Health Care Centers In Schools
EMMANUEL MISSIONARY BAPTIST CHURCH	First United Methodist Church of Slidell
ELIZABETH BAPTIST CHURCH	HOUSE OF RUTH, INC.
LITTLE UNION BAPTIST CHURCH	Habitat for Humanity St. Tammany West
BARKSDALE UNITED METHODIST CHURCH	Volunteers of America Greater Baton Rouge, Inc.
MORING STAR BAPTIST CHURCH	New Orleans BioInnovation Center
PEACEFUL REST BAPTIST CHURCH	Our Lady of Perpetual Help Catholic Church
UNION SPRINGS MBC	St. Peter Catholic Church
UNITED WAY OF NW LOUISIANA	St. Agnes Catholic Church
WORD OF LIFE MINISTRIES	Goodwill Industries
FROM BONDAGE TO FREEDOM	Capital Area Alliance for Homeless
LANE CHAPEL CME	New Life Missionary Baptist Church
NATIONAL SAFETY COUNCIL	cancer association of greater new orleans
PLEASEAN HILL BAPTIST CHURCH	MAMI St Tammany
MT. ZION CME CHURCH	Ascension Chamber of Commerce
CENTRAL ASSEMBLY OG GOD	Louisiana Hemopheilia Foundation Inc
MEYERS MEMORIAL CHAPEL	ST. ALBAN'S CHAPEL
LAKE BETHLEHEM BAPTIST CHURCH	lisamaye fighting lupus and raising awareness

## EXHIBIT 2

### STATE NOTICE ADDENDUM

Audubon Commission  
 MOST BLESSED SACRAMENT EARLY LEARNING CTR.  
 Broadmoor Improvement Association  
 Olive Branch Ministries, Inc  
 Divine Touch Community development Center  
 Galvez Football Club Inc

**Account Type: College and University**

Louisiana Universities Marine Consortium  
 LSU  
 Southern University at New Orleans  
 CAMERON COLLEGE  
 LOUISIANA TECHNICAL COLLEGE  
 LOUISIANA TECH UNIVERSITY  
 SOUTHEASTERN LOUISIANA UNIVERSITY  
 LOUISIANA STATE UNIVERSITY  
 CENTENARY COLLEGE OF LOUISIANA  
 DILLARD UNIVERSITY  
 LOYOLA UNIVERSITY OF NEW ORLEANS  
 THE ADMINISTRATORS OF THE TULANE  
 EDUCATIONAL FUND  
 NOTRE DAME SEMINARY  
 NEW ORLEANS BAPTIST THEOLOGICAL SEMINARY  
 OUR LADY OF HOLY CROSS COLLEGE  
 LSUHSC - SHREVEPORT  
 Kappa Kappa Gamma  
 Louisiana State University  
 Louisiana, University Of Lafayette  
 SOUTHERN UNIVERSITY  
 McNeese State University

**Account Type: Other**

Chris Raggio  
 Chennault International Airport Authority  
 ACI ST JOHN LLC  
 SOUTHSIDE ECONOMIC DEVELOPMENT  
 A AND B NOTARY  
 PONCHATOU LA AREA RECREATION DISTRICT NO.1  
 BOSSIER PARISH MAXIMUM SECURITY JAIL  
 WEST BATON ROUGE S/O WORK RELEASE  
 LOD AND CAROL COOK CONFERENCE CENTER AND  
 HOTEL  
 Union Community Action, Association  
 WEST BATON ROUGE PARISH POLICE JURY

UNION COUNCIL ON AGING  
 REPUBLICAN PARTY OF LA  
 CHITIMACHA TRIBE OF LOUISIANA  
 CAJUNDOME  
 NOPD  
 Port Shreveport Bossier  
 Greater Elizabeth  
 CALLAWAY ENTERPRISES  
 WILLIS-KNIGHTON FEDERAL CREDIT UNION  
 Shell Robert Training & Conference Center  
 Louisiana Workforce LLC  
 First Baptist Church  
 Iberville Parish Library  
 St. Tammany Parish Mosquito Abatement District

**Account Type: Unknown**

SHREVEPORT OXYGEN  
 CALDWELL MEMORIAL HOSPITAL  
 BREC  
 Swanson Center for Youth

**Account Type: City Special District**

New Orleans Redevelopment Authority  
 FIRE PROTECTION DIST. NO. 5  
 RAYNE HOUSING AUTHORITY  
 GREATER NEW ORLEANS EXPRESSWAY  
 COMMISSION  
 Sewerage and Water Board

**Account Type: Independent Special District**

UNIVERSITY HOUSE@ACADIANA  
 ALLEN PARISH FIRE PROTECTION DISTRICT FIVE  
 ST. GEORGE FIRE PROTECTION DISTRICT NO.2  
 POVERTY POINT RESERVOIR DISTRICT  
 BOARD OF COMMISSIONERS OF THE PORT OF NEW  
 ORLEANS  
 LAFAYETTE AIRPORT COMMISSION  
 CAPITAL AREA LEGAL SERVICES CORP  
 NEW ORLEANS REGIONAL BUSINESS PARK  
 ST. TAMMANY PARISH FIRE PROTECTION DISTRICT  
 NO. 3  
 BOSSIER PARISH COMMUNICATIONS DISTRICT NO.  
 1

**Account Type: City**

## EXHIBIT 2

### STATE NOTICE ADDENDUM

City of Morgan City/Planning and Zoning  
 Town of St. Francisville  
 City of DeRidder  
 CITY OF VILLE PLATTE  
 BUNKIE FIRE DEPT  
 MONROE CITY  
 TOWN OF ARCADIA  
 TOWN OF BENTON  
 CITY OF BOSSIER  
 CADDO PARISH CLERK OF COURT  
 CITY OF COVINGTON  
 EVANGELINE PARISH SHERIFF DEPT.  
 TOWN OF FARMERVILLE  
 TOWN OF HAYNESVILLE  
 TOWN OF JONESVILLE  
 city of lake charles  
 CITY OF LEESVILLE  
 CITY OF MINDEN  
 CITY OF NEW ROADS  
 TOWN OF OLLA  
 CITY OF PLAQUEMINE  
 PONCHATOULA POLICE DEPT.  
 TOWN OF RAYVILLE  
 CITY OF RUSTON  
 ST. BERNARD PARISH GOVERNMENT  
 saint landry county  
 Sewerage and Water Board of New Orleans  
 CITY OF SHREVEPORT  
 CITY OF SLIDELL  
 CITY OF WEST MONROE  
 CITY OF WINNFIELD  
 CITY OF WINNSBORO  
 CITY OF KENNER  
 CITY OF WESTLAKE  
 TOWN OF CHURCH POINT  
 VILLAGE OF PALMETTO  
 TOWN OF WHITE CASTLE  
 TOWN OF WATERPROOF  
 CITY OF BAKER POLICE DEPARTMENT  
 BREAUX BRIDGE HOUSING AUTHORITY  
 CAPITAL CITY PRESS  
 TOWN OF GRAND ISLE  
 ASCENSION PARISH LIBRARY  
 GREATER NEW ORLEANS FOUNDATION

LOUISIANA PUBLIC EMPLOYEES COUNCIL 17  
 AFSCME AFL- CIO BUILDING CORP  
 VILLAGE OF FENTON  
 TOWN OF PEARL RIVER  
 VILLAGE OF FOREST HILL  
 BALL POLICE DEPARTMENT  
 TOWN OF ROSEPINE  
 TOWN OF LEONVILLE  
 DENHAM SPRINGS CITY MARSHAL  
 CITY OF PORT ALLEN  
 CITY OF MONROE  
 CITY OF HAMMOND  
 CITY OF ALEXANDRIA  
 City of New Iberia  
 Pelican State Credit Union  
 City of Harahan  
 TOWN OF HOMER  
 TOWN OF STERLINGTON  
 TOWN OF JONESBORO  
 St John Sheriff Office  
 city of gretna  
 City Of Rayne  
 Homer Memorial Hospital  
 New Orleans Avaiation Board  
 City of Westwego Parks & Recreation

#### Account Type: County Special District

Vermilion Parish Sheriff Dept.  
 st. landry parish solid waste  
 Lake Charles Regional Airport  
 15TH JUDICIAL DISTRICT COURT  
 FIRE PROTECTION DISTRICT NO 1 OF TENSAS  
 PARISH  
 VERMILION PARISH WATERWORKS DISTRICT NO.1  
 GRANT PARISH SHERIFF  
 TANGIPAHOA MOSQUITO ABATEMENT DISTRICT  
 SULPHUR PARKS AND RECREATION  
 DEMCO  
 G B COOLEY SERVICES  
 NORTH CADDO MEDICAL CENTER  
 HOSPITAL SERVICE DISTRICT NO.1, D/B/A TRI-  
 WARD  
 BOSSIER LEVEE DISTRICT  
 EAST CENTRAL BOSSIER PARISH FIRE DISTRICT #1  
 Castine Center

## EXHIBIT 2

### STATE NOTICE ADDENDUM

St. Mary Parish Recreation District #3  
 Vermilion Parish Dept. of Children and Family  
 Services  
 Terrebonne Parish Consolidated Government  
 Warehouse  
 LIVINGSTON PARISH SHERIFF'S OFFICE

**Account Type:** Community College

NWL TECHNICAL COLLEGE  
 THE ART STATION  
 COMPASS CAREER COLLEGE  
 SOUTH LA COMMUNITY COLLEGE  
 DELGADO COMMUNITY COLLEGE  
 GRETN A CAREER COLLEGE  
 Baton Rouge Community College  
 Acadiana Technical College  
 sowela tech comm college

**Account Type:** State Agency

The Housing Authority of the City of Opelousas  
 City of Baton Rouge/Office of Social Services  
 Webster DCFS-ES  
 DCFS-Vernon Parish Child Welfare  
 LSU Bogalusa Medical Center  
 Isu health systems  
 Leonard J Chabert Medical Center  
 LA State Board Of Medical Examiners  
 LA RESEARCH PARK CORPORATION  
 CONCEALED HANDGUN PERMIT UNIT  
 DEPT OF CULTURE RECREATION AND TOURISM  
 DEPARTMENT OF REVENUE/LOUISIANA  
 LA. DIVISION OF ADMINISTRATION  
 DHH-OFFICE OF PUBLIC HEALTH  
 LOUISIANA DEPARTMENT OF STATE  
 LA DEPT OF WILDLIFE AND FISHERIES  
 VERNON WORKFORCE CENTER  
 LA SHERIFFS PENSION AND RELIEF FUND  
 Richland Parish Tax Assessors office  
 THE SPRINGS OF RECOVERY ADOLESCENT  
 PROGRAM  
 HAMMOND DEVELOPMENTAL CENTER  
 HOUMA-TERREBONNE HOUSING AUTHORITY  
 METROPOLITAN DEVELOPMENTAL CENTER  
 COLUMBIA DEVELOPMENT CENTER  
 LINCOLN COUNCIL ON THE AGING

26TH JUDICIAL DISTRICT PUBLIC DEFENDER  
 LA OFFICE OF STATE PARKS  
 LOUISIANA HOUSING FINANCE AGENCY  
 SPECIAL EDUCATION DISTRICT NO.1 OF LAFOURCHE  
 ELAYN HUNT CORRECTIONAL CENTER  
 LSU AGCENTER EXTENSION SERVICE OFFICE  
 18TH JDC-ALVIN BATISTE, JR JUDGE  
 LOUISIANA BOARD OF CHIROPRACTIC EXAMINERS  
 LOUISIANA STATE GOV. BIDS  
 MHSD/CHARTRES-PONTCHARTRAIN BEHAVIOR  
 HEALTH CENTER  
 Covington Housing Authority  
 Department of Children and Family Services/Child  
 Welfare/West Jefferso  
 DHH/OPH Hearing, Speech & Vision  
 Southeast Louisiana Hosp  
 State of Lousiana Office of Legislative Auditor  
 26 TH JUDICIAL COURT  
 C.A.S.S.E.  
 FLETCHER TECHNICAL COMMUNITY COLLEGE  
 Orleans Parish Communication District  
 LSUHSC/E.A. CONWAY MEDICAL CENTER  
 Office of Governor  
 Louisiana Department Of Labor  
 Louisiana Board of Barbers Examiners  
 LSU Bogalusa Medical  
 LA DEPARTMENT OF MILITARY AFFAIRS  
 Tahgipahoa Parish Sheriff's Office  
 DCFS/CW/WEST JEFFERSON  
 Ruston Housing Authority  
 Dept. of Children and Family Services  
 NOPB

**Account Type:** Consolidated City/County

City of New Orleans

**Account Type:** Federal

METRO NARCOTICS DEA TASK FORCE  
 Mamou Housing Authority  
 career systems development corporation  
 first castle federal credit union

**Account Type:** Housing Authority

Vernon Parish Housing Authority



## EXHIBIT 2

### STATE NOTICE ADDENDUM

DeRidder Housing Authority  
 Haynesville Housing Authority  
 St. John the Baptist Housing Authority  
 Eunice Housing Authority  
 Housing Authority of EBR  
 Lake Arthur Housing Authority  
 Marksville Housing Authority  
 MONROE HOUSING AUTHORITY  
 MORGAN CITY HOUSING AUTHORITY  
 HOUSING AUTHORITY OF BOSSIER CITY  
 ST. LANDRY PARISH HOUSING AUTHORITY  
 HOUSING AUTHORITY OF THE TOWN OF VINTON  
 HOUSING AUTHORITY OF JEFFERSON PARISH  
 SIMMESPORT HOUSING AUTHORITY  
 SOUTHWEST ACADIA HOUSING AUTHORITY  
 LMHA - LOUISIANA MANUFACTURED HOUSING  
 ASSOCIATION  
 YOUNGSVILLE HOUSING AUTHORITY  
 Gibsland Housing Authority  
 Lake Providence Housing Authority  
 Arcadia Housing Authority  
 Crowley Housing Authority  
 Colfax Housing Authority  
 Housing Authority City of Natchitoches AMP20  
 Welsh Housing Authority  
 SABINE PARISH HOUSING AUTHORITY  
 PROVIDENCE HOUSE  
 Gueydan Housing Authority  
 Cottonport Housing Authority  
 Logansport Housing Authority  
 Mansfield Housing Authority  
 Jennings Housing Authority  
 White Castle Housing Authority  
 Jena Housing Authority  
 MERRYVILLE HOUSING AUTHORITY  
 Olla Housing Authority  
 Rapides Parish Housing Authority  
 Housing Authority of St. Martinville  
 Housing Authority of the City of Slidell  
 Ville Platte Housing Authority  
 East Carroll Housing Authority

**State:** OR

**Account Type:** K-12

VALLEY CATHOLIC SCHL  
 Bethel School District #52  
 St. Therese Parish/School  
 Portland YouthBuilders  
 Wallowa County ESD  
 Fern Ridge School District 28J  
 MOLALLA RIVER ACADEMY  
 HIGH DESERT EDUCATION SERVICE DISTRICT  
 SOUTHWEST CHARTER SCHOOL  
 WHITEAKER MONTESSORI SCHOOL  
 CASCADES ACADEMY OF CENTRAL OREGON  
 NEAH-KAH-NIE DISTRICT NO.56  
 INTER MOUNTAIN ESD  
 STANFIELD SCHOOL DISTRICT  
 LA GRANDE SCHOOL DISTRICT  
 CASCADE SCHOOL DISTRICT  
 DUFUR SCHOOL DISTRICT NO.29  
 hillsboro school district  
 GASTON SCHOOL DISTRICT 511J  
 BEAVERTON SCHOOL DISTRICT  
 COUNTY OF YAMHILL SCHOOL DISTRICT 29  
 WILLAMINA SCHOOL DISTRICT  
 MCMINNVILLE SCHOOL DISTRICT NO.40  
 Sheridan School District 48J  
 THE CATLIN GABEL SCHOOL  
 NORTH WASCO CTY SCHOOL DISTRICT 21 -  
 CHENOWITH  
 CENTRAL CATHOLIC HIGH SCHOOL  
 CANYONVILLE CHRISTIAN ACADEMY  
 GEN CONF OF SDA CHURCH WESTERN OR  
 PORTLAND ADVENTIST ACADEMY  
 OUR LADY OF THE LAKE SCHOOL  
 NYSSA SCHOOL DISTRICT NO. 26  
 ARLINGTON SCHOOL DISTRICT NO. 3  
 LIVINGSTONE ADVENTIST ACADEMY  
 Santiam Canyon SD 129J  
 WEST HILLS COMMUNITY CHURCH  
 BANKS SCHOOL DISTRICT  
 WILLAMETTE EDUCATION SERVICE DISTRICT  
 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD  
 HARNEY EDUCATION SERVICE DISTRICT  
 GREATER ALBANY PUBLIC SCHOOL DISTRICT  
 LAKE OSWEGO SCHOOL DISTRICT 7J

## EXHIBIT 2

### STATE NOTICE ADDENDUM

SOUTHERN OREGON EDUCATION SERVICE DISTRICT	COOS BAY SCHOOL DISTRICT
SILVER FALLS SCHOOL DISTRICT	NORTH BEND SCHOOL DISTRICT 13
St Helens School District	COQUILLE SCHOOL DISTRICT 8
DAYTON SCHOOL DISTRICT NO.8	MYRTLE POINT SCHOOL DISTRICT NO.41
Amity School District 4-J	BANDON SCHOOL DISTRICT
SCAPPOOSE SCHOOL DISTRICT 1J	BROOKING HARBOR SCHOOL DISTRICT NO.17-C
REEDSPORT SCHOOL DISTRICT	REDMOND SCHOOL DISTRICT
FOREST GROVE SCHOOL DISTRICT	DESCHUTES COUNTY SD NO.6 - SISTERS SD
DAVID DOUGLAS SCHOOL DISTRICT	DOUGLAS EDUCATION SERVICE DISTRICT
LOWELL SCHOOL DISTRICT NO.71	ROSEBURG PUBLIC SCHOOLS
TIGARD-TUALATIN SCHOOL DISTRICT	GLIDE SCHOOL DISTRICT NO.12
SHERWOOD SCHOOL DISTRICT 88J	SOUTH UMPQUA SCHOOL DISTRICT #19
RAINIER SCHOOL DISTRICT	YONCALLA SCHOOL DISTRICT NO.32
NORTH CLACKAMAS SCHOOL DISTRICT	ELKTON SCHOOL DISTRICT NO.34
MONROE SCHOOL DISTRICT NO.1J	DOUGLAS COUNTY SCHOOL DISTRICT 116
CHILDPEACE MONTESSORI	HOOD RIVER COUNTY SCHOOL DISTRICT
HEAD START OF LANE COUNTY	PHOENIX-TALENT SCHOOL DISTRICT NO.4
HARNEY COUNTY SCHOOL DIST. NO.3	CENTRAL POINT SCHOOL DISTRICT NO. 6
NESTUCCA VALLEY SCHOOL DISTRICT NO.101	JACKSON CO SCHOOL DIST NO.9
ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	ROGUE RIVER SCHOOL DISTRICT NO.35
LEBANON COMMUNITY SCHOOLS NO.9	MEDFORD SCHOOL DISTRICT 549C
MT.SCOTT LEARNING CENTERS	CULVER SCHOOL DISTRICT NO.
SEVEN PEAKS SCHOOL	JEFFERSON COUNTY SCHOOL DISTRICT 509-J
DE LA SALLE N CATHOLIC HS	GRANTS PASS SCHOOL DISTRICT 7
MULTISENSORY LEARNING ACADEMY	LOST RIVER JR/SR HIGH SCHOOL
MITCH CHARTER SCHOOL	KLAMATH FALLS CITY SCHOOLS
REALMS CHARTER SCHOOL	LANE COUNTY SCHOOL DISTRICT 4J
BAKER SCHOOL DISTRICT 5-J	SPRINGFIELD SCHOOL DISTRICT NO.19
PHILOMATH SCHOOL DISTRICT	CRESWELL SCHOOL DISTRICT
CLACKAMAS EDUCATION SERVICE DISTRICT	SOUTH LANE SCHOOL DISTRICT 45J3
CANBY SCHOOL DISTRICT	LANE COUNTY SCHOOL DISTRICT 69
OREGON TRAIL SCHOOL DISTRICT NO.46	SIUSLAW SCHOOL DISTRICT
WEST LINN WILSONVILLE SCHOOL DISTRICT	SWEET HOME SCHOOL DISTRICT NO.55
MOLALLA RIVER SCHOOL DISTRICT NO.35	LINN CO. SCHOOL DIST. 95C - SCIO SD
ESTACADA SCHOOL DISTRICT NO.108	ONTARIO MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT	GERVAIS SCHOOL DIST. #1
ASTORIA SCHOOL DISTRICT 1C	NORTH SANTIAM SCHOOL DISTRICT 29J
SEASIDE SCHOOL DISTRICT 10	JEFFERSON SCHOOL DISTRICT
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	SALEM-KEIZER PUBLIC SCHOOLS
VERNONIA SCHOOL DISTRICT 47J	MT. ANGEL SCHOOL DISTRICT NO.91
SOUTH COAST EDUCATION SERVICE DISTRICT	MARION COUNTY SCHOOL DISTRICT 103 -
COOS BAY SCHOOL DISTRICT NO.9	WASHINGTON ES
	MORROW COUNTY SCHOOL DISTRICT
	MULTNOMAH EDUCATION SERVICE DISTRICT

## EXHIBIT 2

### STATE NOTICE ADDENDUM

GRESHAM-BARLOW SCHOOL DISTRICT  
 DALLAS SCHOOL DISTRICT NO. 2  
 CENTRAL SCHOOL DISTRICT 13J  
 St. Mary Catholic School  
 CROSSROADS CHRISTIAN SCHOOL  
 ST. ANTHONY SCHOOL  
 HERITAGE CHRISTIAN SCHOOL  
 BEND-LA PINE SCHOOL DISTRICT  
 GLENDALE SCHOOL DISTRICT  
 LINCOLN COUNTY SCHOOL DISTRICT  
 PORTLAND PUBLIC SCHOOLS  
 REYNOLDS SCHOOL DISTRICT  
 CENTENNIAL SCHOOL DISTRICT  
 NOBEL LEARNING COMMUNITIES  
 St. Stephen's Academy  
 Salem-Keizer 24J  
 Pine Eagle Charter School  
 Three Rivers School District  
 Pedee School  
 Fern Ridge School District  
 Ppmc Education Committee  
 JESUIT HIGH SCHL EXEC OFC  
 LASALLE HIGH SCHOOL  
 Southwest Christian School  
 Stayton Christian School  
 Willamette Christian School  
 Westside Christian High School  
 CS LEWIS ACADEMY  
 Portland America School  
 Forest Hills Lutheran School  
 Sunrise Preschool  
 Mosier Community School  
 Koreducators Lep High  
 Warrenton Hammond School District  
 Sutherlin School District  
 Malheur Elementary School District  
 Ontario School District  
 Parkrose School District 3  
 Riverdale School District 51J  
 Tillamook School District  
 Trinity Lutheran Church and School  
 Siletz Valley School  
 Madeleine School  
 South Columbia Family School

Corvallis School District 509J  
 Falls City School District #57  
 Portland Christian Schools  
 Yamhill Carlton School District  
 ABIQUA SCHL  
 Imbler School District #11  
 monument school  
 St. Paul School District  
 L'Etoiile French Immersion School  
 Marist Catholic High School  
 Ukiah School District 80R  
 North Powder Charter School  
 Mastery Learning Institute  
 North Lake School District 14

#### Account Type: County

GILLIAM COUNTY OREGON  
 HOUSING AUTHORITY OF CLACKAMAS COUNTY  
 UMATILLA COUNTY, OREGON  
 MULTNOMAH LAW LIBRARY  
 clackamas county  
 CLATSOP COUNTY  
 COLUMBIA COUNTY, OREGON  
 coos county  
 CROOK COUNTY ROAD DEPARTMENT  
 CURRY COUNTY OREGON  
 DESCHUTES COUNTY  
 GILLIAM COUNTY  
 GRANT COUNTY, OREGON  
 HARNEY COUNTY SHERIFFS OFFICE  
 HOOD RIVER COUNTY  
 jackson county  
 josephine county  
 klamath county  
 LANE COUNTY  
 LINN COUNTY  
 MARION COUNTY , SALEM, OREGON  
 MULTNOMAH COUNTY  
 SHERMAN COUNTY  
 WASCO COUNTY  
 YAMHILL COUNTY  
 WALLOWA COUNTY  
 ASSOCIATION OF OREGON COUNTIES  
 NAMI LANE COUNTY

## EXHIBIT 2

### STATE NOTICE ADDENDUM

BENTON COUNTY  
DOUGLAS COUNTY  
JEFFERSON COUNTY

LAKE COUNTY  
LINCOLN COUNTY  
POLK COUNTY  
UNION COUNTY

WASHINGTON COUNTY

MORROW COUNTY

Tillamook County Estuary

Job Council

Mckenzie Personnel Services

Columbia Basin Care Facility

BAKER CNTY GOVT

TILLAMOOK CNTY

#### **Account Type: Non-Profit**

Salem First Presbyterian Church

Rolling Hills Baptist Church

Baker Elks

PIP Corps LLC

Turtle Ridge Wildlife Center

Grande Ronde Model Watershed Foundation

Western Environmental Law Center

Mercy Flights, Inc.

HHoly Trinity Greek Orthodox Cathedral

MECOP Inc.

Beaverton Christians Church

Oregon Humanities

St. Pius X School

Community Connection of Northeast Oregon, Inc.

Living Opportunities, Inc.

Coos Art Museum

OETC

Blanchet House of Hospitality

Merchants Exchange of Portland, Oregon

Coalition for a Livable Future

Central Oregon Visitors Association

Soroptimist International of Gold Beach, OR

Real Life Christian Church

AVON

Human Solutions, Inc.

The Wallace Medical Concern

Boys & Girls Club of Salem, Marion & Polk Counties

The Ross Ragland Theater and Cultural Center

Cascade Health Solutions

Umpqua Community Health Center

ALZHEIMERS NETWORK OF OREGON

NATIONAL WILD TURKEY FEDERATION

TILLAMOOK ESTUARIES PARTNERSHIP

LIFEWORKS NW

COLLEGE HOUSING NORTHWEST

PARALYZED VETERANS OF AMERICA

Independent Development Enterprise Alliance

MID-WILLAMETTE VALLEY COMMUNITY ACTION

AGENCY, INC

HALFWAY HOUSE SERVICES, INC.

REDMOND PROFICIENCY ACADEMY

OHSU FOUNDATION

SHELTERCARE

PRINGLE CREEK SUSTAINABLE LIVING CENTER

PACIFIC INSTITUTES FOR RESEARCH

Mental Health for Children, Inc.

The Dreaming Zebra Foundation

LAUREL HILL CENTER

THE OREGON COMMUNITY FOUNDATION

OCHIN

WE CARE OREGON

SE WORKS

ENTERPRISE FOR EMPLOYMENT AND EDUCATION

OMNIMEDIX INSTITUTE

PORTLAND BUSINESS ALLIANCE

GATEWAY TO COLLEGE NATIONAL NETWORK

FOUNDATIONS FOR A BETTER OREGON

GOAL ONE COALITION

ATHENA LIBRARY FRIENDS ASSOCIATION

Coastal Family Health Center

CENTER FOR COMMUNITY CHANGE

STAND FOR CHILDREN

ST. VINCENT DEPAUL OF LANE COUNTY

EAST SIDE FOURSQUARE CHURCH

CORVALLIS MOUNTAIN RESCUE UNIT

InventSuccess

SHERIDAN JAPANESE SCHOOL FOUNDATION

MOSAIC CHURCH

HOUSING AUTHORITY OF LINCOLN COUNTY

RENEWABLE NORTHWEST PROJECT

INTERNATIONAL SUSTAINABLE DEVELOPMENT

## EXHIBIT 2

### STATE NOTICE ADDENDUM

FOUNDATION	GRANT PARK CHURCH
CONSERVATION BIOLOGY INSTITUTE	ST. MARYS OF MEDFORD, INC.
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.	US CONFERENCE OF MENONNITE BRETHREN CHURCHES
BLACHLY LANE ELECTRIC COOPERATIVE	FAITHFUL SAVIOR MINISTRIES
MORNING STAR MISSIONARY BAPTIST CHURCH	OREGON CITY CHURCH OF THE NAZARENE
NORTHWEST FOOD PROCESSORS ASSOCIATION	OREGON COAST COMMUNITY ACTION
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	NORTHWEST REGIONAL EDUCATIONAL LABORATORY
OREGON EDUCATION ASSOCIATION	COMMUNITY ACTION TEAM, INC.
HEARING AND SPEECH INSTITUTE INC	EUGENE SYMPHONY ASSOCIATION, INC.
SALEM ELECTRIC	STAR OF HOPE ACTIVITY CENTER INC.
MORRISON CHILD AND FAMILY SERVICES	SPARC ENTERPRISES
JUNIOR ACHIEVEMENT	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
CENTRAL BIBLE CHURCH	SALEM ALLIANCE CHURCH
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL	Lane Council of Governments
TRILLIUM FAMILY SERVICES, INC.	FORD FAMILY FOUNDATION
YWCA SALEM	TRAILS CLUB
PORTLAND ART MUSEUM	NEWBERG FRIENDS CHURCH
SAINT JAMES CATHOLIC CHURCH	WOODBURN AREA CHAMBER OF COMMERCE
SOUTHERN OREGON HUMANE SOCIETY	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
VOLUNTEERS OF AMERICA OREGON	CITY BIBLE CHURCH
CENTRAL DOUGLAS COUNTY FAMILY YMCA	OREGON LIONS SIGHT & HEARING FOUNDATION
METROPOLITAN FAMILY SERVICE	PORTLAND WOMENS CRISIS LINE
OREGON MUSUEM OF SCIENCE AND INDUSTRY	THE SALVATION ARMY - CASCADE DIVISION
FIRST UNITARIAN CHURCH	WILLAMETTE FAMILY
ST. ANTHONY CHURCH	WHITE BIRD CLINIC
Good Shepherd Medical Center	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
Salem Academy	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
ST VINCENT DE PAUL	HOUSING NORTHWEST
OUTSIDE IN	OREGON ENVIRONMENTAL COUNCIL
UNITED CEREBRAL PALSY OF OR AND SW WA	LOAVES & FISHES CENTERS, INC.
WILLAMETTE VIEW INC.	FAITH CENTER
PORTLAND HABILITATION CENTER, INC.	Bob Belloni Ranch, Inc.
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	GOOD SHEPHERD COMMUNITIES
ROSE VILLA, INC.	SACRED HEART CATHOLIC DAUGHTERS
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	HELP NOW! ADVOCACY CENTER
BOYS AND GIRLS CLUBS OF PORTLAND	TENAS ILLAHEE CHILDCARE CENTER
METROPOLITAN AREA	SUNRISE ENTERPRISES
Oregon Research Institute	LOOKING GLASS YOUTH AND FAMILY SERVICES
WILLAMETTE LUTHERAN HOMES, INC	SERENITY LANE
LANE MEMORIAL BLOOD BANK	EAST HILL CHURCH
PORTLAND JEWISH ACADEMY	
LANECO FEDERAL CREDIT UNION	

## EXHIBIT 2 STATE NOTICE ADDENDUM

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

## EXHIBIT 2

### STATE NOTICE ADDENDUM

SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE	OUTSIDE IN
COMMUNITY VETERINARY CENTER	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
PORTLAND SCHOOLS FOUNDATION	ELAW
SUSTAINABLE NORTHWEST	COMMUNITY HEALTH CENTER, INC
OREGON DEATH WITH DIGNITY	Greater Portland INC
BIRCH COMMUNITY SERVICES, INC.	Boys & Girls Club of Corvallis
BAY AREA FIRST STEP, INC.	Southeast Uplift Neighborhood Coalition
OSLC COMMUNITY PROGRAMS	First United Presbyterian Church
EN AVANT, INC.	PDX Wildlife
ASHLAND COMMUNITY HOSPITAL	Jackson-Josephine 4-C Council
NORTHWEST ENERGY EFFICIENCY ALLIANCE	New Artists Performing Arts Productions, Inc.
BONNEVILLE ENVIRONMENTAL FOUNDATION	Relief Nursery
SUMMIT VIEW COVENANT CHURCH	Viking Sal Senior Center
SALMON-SAFE INC.	Albany Partnership for Housing and Community Development
BETHEL CHURCH OF GOD	Polk Soil and Water Conservation District
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL	Street Ministry
SAINT ANDREW NATIVITY SCHOOL	First Baptist Church
BARLOW YOUTH FOOTBALL	Portland Community Reinvestment Initiatives, Inc.
SPOTLIGHT THEATRE OF PLEASANT HILL	GeerCrest Farm & Historical Society
FAMILIES FIRST OF GRANT COUNTY, INC.	College United Methodist Church
TOUCHSTONE PARENT ORGANIZATION	Oregon Social Learning Center
CANCER CARE RESOURCES	environmental law alliance worldwide
CASCADIA REGION GREEN BUILDING COUNCIL	Community in Action
SHERMAN DEVELOPMENT LEAGUE, INC.	Safe Harbors
SCIENCEWORKS	Pacific Classical Ballet
WORD OF LIFE COMMUNITY CHURCH	Depaul Industries
SOCIAL VENTURE PARTNERS PORTLAND	African American Health Coalition
OREGON PROGRESS FORUM	Ministerio International Casa
CENTER FOR RESEARCH TO PRACTICE	Jesus Prayer Book
WESTERN RIVERS CONSERVANCY	Workforce Northwest Inc
UNITED WAY OF THE COLUMBIA WILLAMETTE	Coalition Of Community Health
EUGENE BALLET COMPANY	New Paradise Worship Center
EAST WEST MINISTRIES INTERNATIONAL	River Network
SISKIYOU INITIATIVE	CCI Enterprises Inc
EDUCATIONAL POLICY IMPROVEMENT CENTER	Oregon Nurses Association
North Pacific District of Foursquare Churches	GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE
CATHOLIC CHARITIES	Mount Angel Abbey
FIRST CHURCH OF THE NAZARENE	YMCA OF ASHLAND
WESTSIDE BAPTIST CHURCH	YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION SERVICES
Little Promises Children's Program	Multnomah Law Library
UNION GOSPEL MISSION	Friends Of Tryon Creek State P
GRACE BAPTIST CHURCH	
COMMUNITY ACTION ORGANIZATION	

## EXHIBIT 2

### STATE NOTICE ADDENDUM

Ontrack Inc.	Skyball Salem Keizer Youth Bas
Calvin Presbyterian Church	Open Technology Center
HOLT INTL CHILD	Grace Chapel
St John The Baptist Catholic	CHILDREN'S MUSEUM 2ND
Portland Foursquare Church	Oregon District 7 Little League
Portland Christian Center	Portland Schools Alliance
Church Extension Plan	My Fathers House
Occu Afghanistan Relief Effort	Solid Rock
EUGENE FAMILY YMCA	West Chehalem Friends Church
Christ The King Parish and School	Eugene Creative Care
Congregation Neveh Shalom	Guide Dogs For The Blind
Newberg Christian Church	Children Center At Trinity
First United Methodist Church	St. Katherine's Catholic Church
Zion Lutheran Church	Scottish Rite
Hoodview Christian Church	THE NEXT DOOR
Southwest Bible Church	NATIONAL PSORIASIS FOUNDATION
Community Works Inc	NEW BEGINNINGS CHRISTIAN CENTER
Masonic Lodge Pearl 66	HIGHLAND UNITED CHURCH OF CHRIST
Molalla Nazarene Church	OREGON REPERTORY SINGERS
Transition Projects, Inc	HIGHLAND HAVEN
St Michaels Episcopal Church	FAIR SHARE RESEARCH AND EDUCATION FUND
Saint Johns Catholich Church	First Baptist Church of Enterprise
Access Inc	Oregon Nikkei Endowment
Step Forward Activities Inc	Eastern Oregon Alcoholism Foundation
Lane Arts Council	Grantmakers for Education
Community Learning Center	The ALS Association Oregon and SW Washington
Old Mill Center for Children and Families	Chapter
Sunny Oaks Inc	Children's Relief Nursery
Little Flower Development Center	Energy Trust of Oregon
Hospice Center Bend La Pine	Oregon Psychoanalytic Center
P E C I	Store to Door
Westside Foursquare Church	Depaul Industries
Relief Nursery Inc	Union County Economic Development Corp.
Morning Star Community Church	Camelto Theatre Company
MULTNOMAH DEFENDERS INC	Camp Fire Columbia
Providence Health System	TAKE III OUTREACH
Holy Trinity Catholic Church	Sandy Seventh-day Adventist Church
Holy Redeemer Catholic Church	1000 FRIENDS OF OREGON
Alliance Bible Church	NAMI of Washington County
Mid Columbia Childrens Council	Temple Beth Israel
HUMANE SOCIETY OF REDMOND	Albertina Kerr Centers
Integral Youth Services	St. Matthew Catholic School
Our Redeemer Lutheran Church	Serendipity Center Inc
Kbps Public Radio	Ashland Art Center



## EXHIBIT 2

### STATE NOTICE ADDENDUM

Apostolic Church of Jesus Christ  
DOUGLAS FOREST PROTECTIVE  
Oregon Lyme Disease Network  
Ecotrust  
SPECIAL MOBILITY SERVICES  
Ronald McDonald House Charities of Oregon &  
Southwest Washington  
Center for Human Development  
DePaul Treatment Centers, Inc.  
Mission Increase Foundation  
Portland Japanese Garden  
The Madeleine Parish  
The Tucker-Maxon Oral School  
Southwest Neighborhoods, Inc  
Wallowa Valley Center For Wellness  
Portland Oregon Visitors Association  
Southern Oregon Project Hope  
Our United Villages  
Samaritan Health Services Inc.  
Kilchis House  
Grace Lutheran School  
Western Mennonite School

#### **Account Type: College and University**

Oregon State University  
Treasure Valley Community College  
University of Oregon  
OREGON UNIVERSITY SYSTEM  
WESTERN STATES CHIROPRACTIC COLLEGE  
GEORGE FOX UNIVERSITY  
LEWIS AND CLARK COLLEGE  
PACIFIC UNIVERSITY  
REED COLLEGE  
WILLAMETTE UNIVERSITY  
LINFIELD COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NORTHWEST CHRISTIAN COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
BLUE MOUNTAIN COMMUNITY COLLEGE  
PORTLAND STATE UNIV.  
CLACKAMAS COMMUNITY COLLEGE  
MARYLHURST UNIVERSITY  
OREGON HEALTH AND SCIENCE UNIVERSITY  
BIRTHINGWAY COLLEGE OF MIDWIFERY

UNIVERSITY OF OREGON  
CONCORDIA UNIV  
Marylhurst University  
Corban College  
Oregon Center For Advanced T  
Beta Omega Alumnae  
Oregon Institute of Technology

#### **Account Type: Other**

eickhoff dev co inc  
The Klamath Tribe  
Life Flight Network LLC  
COVENANT RETIREMENT COMMUNITIES  
PENTAGON FEDERAL CREDIT UNION  
SAIF CORPORATION  
GREATER HILLSBORO AREA CHAMBER OF  
COMMERCE  
LANE ELECTRIC COOPERATIVE  
USAGENCIES CREDIT UNION  
DOUGLAS ELECTRIC COOPERATIVE, INC.  
ROGUE FEDERAL CREDIT UNION  
PACIFIC CASCADE FEDERAL CREDIT UNION  
PACIFIC STATES MARINE FISHERIES COMMISSION  
LOCAL GOVERNMENT PERSONNEL INSTITUTE  
MID COLUMBIA COUNCIL OF GOVERNMENTS  
CLACKAMAS RIVER WATER  
GRANTS PASS MANAGEMENT SERVICES, DBA  
SPIRIT WIRELESS  
Clatskanie People's Utility District  
CITY/COUNTY INSURANCE SERVICE  
PIONEER COMMUNITY DEVELOPMENT  
Cornerstone Association Inc  
COMMUNITY CYCLING CENTER  
Portland Impact  
Eagle Fern Camp  
NORTHWEST VINTAGE CAR AND MOTORCYCLE  
K Churchill Estates  
KLAMATH FAMILY HEAD START  
RIVER CITY DANCERS  
KEIZER EAGLES AERIE 3895  
CSC HEAD START  
Oregon Public Broadcasting  
Halsey-Shedd Fire District

#### **Account Type: Unknown**

## EXHIBIT 2

### STATE NOTICE ADDENDUM

NPKA

Shangri La

Cvalco

Oregon Permit Technical Association

Pgma/Cathie Bourne

Astra

Beit Hallel

EOU - NEOAHEC

#### **Account Type: City Special District**

Molalla Rural Fire Protection District

MONMOUTH - INDEPENDENCE NETWORK

MALIN COMMUNITY PARK AND RECREATION DISTRICT

TILLAMOOK PEOPLES UTILITY DISTRICT

GLADSTONE POLICE DEPARTMENT

GOLD BEACH POLICE DEPARTMENT

THE NEWPORT PARK AND RECREATION CENTER

RIVERGROVE WATER DISTRICT

WEST VALLEY HOUSING AUTHORITY

TUALATIN VALLEY FIRE & RESCUE

GASTON RURAL FIRE DEPARTMENT

CITY COUNTY INSURANCE SERVICES

METRO

Roseburg Police Department

SOUTH SUBURBAN SANITARY DISTRICT

OAK LODGE SANITARY DISTRICT

SOUTH FORK WATER BOARD

SUNSET EMPIRE PARK AND RECREATION

SPRINGFIELD UTILITY BOARD

Tillamook Urban Renewal Agency

Boardman Rural Fire Protection District

#### **Account Type: Independent Special District**

Silverton Fire District

Lewis and Clark Rural Fire Protection District

Rainbow Water District

Illinois Valley Fire District

PORT OF TILLAMOOK BAY

TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE

METROPOLITAN EXPOSITION-RECREATION COMMISSION

REGIONAL AUTOMATED INFORMATION NETWORK

OAK LODGE WATER DISTRICT

THE PORT OF PORTLAND

WILLAMALANE PARK AND RECREATION DISTRICT

TUALATIN VALLEY WATER DISTRICT

UNION SOIL & WATER CONSERVATION DISTRICT

LANE EDUCATION SERVICE DISTRICT

TUALATIN HILLS PARK AND RECREATION DISTRICT

PORT OF SIUSLAW

CHEHALEM PARK AND RECREATION DISTRICT

PORT OF ST HELENS

LANE TRANSIT DISTRICT

CENTRAL OREGON INTERGOVERNMENTAL COUNCIL

HOODLAND FIRE DISTRICT NO.74

WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT

SALEM AREA MASS TRANSIT DISTRICT

Banks Fire District #13

KLAMATH COUNTY 9-1-1

GLENDALE RURAL FIRE DISTRICT

COLUMBIA 911 COMMUNICATIONS DISTRICT

NW POWER POOL

Lowell Rural Fire Protection District

TriMet Transit

La Pine Park & Recreation District

Siuslaw Public Library District

Columbia River Fire & Rescue

Seal Rock Water District

Tillamook Fire District

Tillamook County Transportation Dist

Central Lincoln People's Utility District

Jefferson Park and Recreation

#### **Account Type: City**

Brookings Fire / Rescue

City of Veneta

CITY OF DAMASCUS

Hermiston Fire & Emergency Svcs

CEDAR MILL COMMUNITY LIBRARY

CITY OF LAKE OSWEGO

EUGENE WATER & ELECTRIC BOARD

LEAGUE OF OREGON CITIES

CITY OF SANDY

CITY OF ASTORIA OREGON

## EXHIBIT 2

### STATE NOTICE ADDENDUM

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

## EXHIBIT 2

### STATE NOTICE ADDENDUM

City of junction city	COLUMBIA RIVER PUD
City of Florence	SANDY FIRE DISTRICT NO. 72
City of Dayton	BAY AREA HOSPITAL DISTRICT
City of Monmouth	NEAH KAH NIE WATER DISTRICT
City of Philomath	PORT OF UMPQUA
La Grande Police Department	EAST MULTNOMAH SOIL AND WATER
Woodburn City Of	CONSERVANCY
NW PORTLAND INDIAN HEALTH BOARD	Benton Soil & Water Conservation District
Portland Patrol Services	DESCHUTES PUBLIC LIBRARY SYSTEM
City Of Bend	CLEAN WATER SERVICES
City Of Coquille	PARROTT CREEK CHILD & FAM
City Of Molalla	South Lane County Fire And Rescue
City Of North Bend	<b>Account Type:</b> Community College
Columbia Gorge Community	CENTRAL OREGON COMMUNITY COLLEGE
City of St. Helens	UMPQUA COMMUNITY COLLEGE
Toledo Police Department	LANE COMMUNITY COLLEGE
City of Independence	MT. HOOD COMMUNITY COLLEGE
City of Baker City	LINN-BENTON COMMUNITY COLLEGE
CITY OF SWEETHOME	SOUTHWESTERN OREGON COMMUNITY COLLEGE
City of Ontario	PORTLAND COMMUNITY COLLEGE
North Lincoln Fire & Rescue #1	CHEMEKETA COMMUNITY COLLEGE
CITY OF LINCOLN CITY	ROGUE COMMUNITY COLLEGE
City of Milton-Freewater	COLUMBIA GORGE COMMUNITY COLLEGE
City of Forest Grove	TILLAMOOK BAY COMMUNITY COLLEGE
City Govrnment	KLAMATH COMMUNITY COLLEGE DISTRICT
City of Mt. Angel	OREGON COMMUNITY COLLEGE ASSOCIATION
<b>Account Type:</b> County Special District	Oregon Coast Community College
Netarts-Oceanside RFPD	<b>Account Type:</b> State Agency
Rogue River Fire District	Oregon Forest Resources Institute
Tillamook County Emergency Communications District	Office of the Ong Term Care Ombudsman
Southern Coos Hospital	Oregon State Lottery
Oregon Cascades West Council of Governments	OREGON TOURISM COMMISSION
MULTONAH COUNTY DRAINAGE DISTRICT #1	OREGON STATE POLICE
PORT OF BANDON	OFFICE OF THE STATE TREASURER
OR INT'L PORT OF COOS BAY	OREGON DEPT. OF EDUCATION
MID-COLUMBIA CENTER FOR LIVING	SEIU LOCAL 503, OPEU
DESCHUTES COUNTY RFPD NO.2	OREGON DEPARTMENT OF FORESTRY
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT	OREGON STATE DEPT OF CORRECTIONS
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OREGON CHILD DEVELOPMENT COALITION
CENTRAL OREGON IRRIGATION DISTRICT	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
MARION COUNTY FIRE DISTRICT #1	OREGON OFFICE OF ENERGY
	OREGON STATE BOARD OF NURSING

## EXHIBIT 2

### STATE NOTICE ADDENDUM

BOARD OF MEDICAL EXAMINERS

OREGON LOTTERY

OREGON BOARD OF ARCHITECTS

SANTIAM CANYON COMMUNICATION CENTER

OREGON DEPT OF TRANSPORTATION

OREGON TRAVEL INFORMATION COUNCIL

OREGON DEPARTMENT OF EDUCATION

Department of Administrative Services

Oregon Tradeswomen

Oregon Convention Center

OREGON SCHL BRDS ASSOCIAT

OREGON DEPARTMENT OF HUMAN SERVICES

CARE OREGON

Kdrv Channel 12

Central Oregon Home Health and Hos

Oregon Health Care Quality Cor

Opta Oregon Permit Technician

HOUSING DEVELOPING CORP

STATE OF OREGON

**Account Type: Federal**

US FISH AND WILDLIFE SERVICE

Bonneville Power Administration

Oregon Army National Guard

USDA Forest Service

Yellowhawk Tribal Health Center

ANGELL JOB CORPS

**Account Type: Housing Authority**

Coquille Indian Housing Authority

HOUSING AUTHORITY OF PORTLAND

NORTH BEND CITY- COOS/URRY HOUSING  
AUTHORITY

MARION COUNTY HOUSING AUTHORITY

Housing Authority of Yamhill County

## EXHIBIT 2

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

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

In addition, Contractor agrees to the following specific provisions:

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

**EXHIBIT 2**  
**FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR**  
**CONTRACTS AND GRANTS**

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

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

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

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

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

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

## EXHIBIT 2

### COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

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



## ATTACHMENT A REFERENCES

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

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

### **Reference 1**

Public Agency Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

Description of services provided:

Total dollar amount: \_\_\_\_\_

\*\*\*\*\*

### **Reference 2**

Public Agency Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

Description of services provided:

Total dollar amount: \_\_\_\_\_

\*\*\*\*\*

### **Reference 3**

Public Agency Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

Description of services provided:

Total dollar amount: \_\_\_\_\_

\*\*\*\*\*

## ATTACHMENT A REFERENCES

**Reference 4**

Public Agency Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

Description of services provided:

Total dollar amount: \_\_\_\_\_

\*\*\*\*\*

**Reference 5**

Public Agency Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

Description of services provided:

Total dollar amount: \_\_\_\_\_

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