



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



COMPETITIVE SOLICITATION

BY CITY OF SEATTLE

FOR

**FLOORING PRODUCTS AND ACCESSORIES, INSTALLATION
AND RELATED SERVICES**

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP# 2865

Table of Contents

Introduction and Background	3
Overview	3
U.S. Communities	6
Supplier Qualifications	9
Commitments	9
U.S. Communities Administration Agreement.....	14
Supplier Worksheet	15
New Supplier Implementation Checklist.....	16
Supplier Information	18
Attachment A (Specifications).....	23
Attachment B (Offer Sheet)	42
Attachment C (References).....	43
Attachment D (Toxic Substances Disclosure)	44
Attachment E (Reclamation and Recycling Program).....	45
City of Seattle Commercial Provisions	46
City of Seattle Contract (Terms and Conditions)	68
Appendix A (Master Intergovernmental Cooperative Purchasing Agreement)	98
Appendix B (Administration Agreement)	100
Exhibit A (Master Agreement)	113
Exhibit B (Sales Report Format)	114
Appendix C (State Notice Addendum)	115
Appendix D (ARRA Standard Terms and Conditions Addendum for Contracts and Grants)	144
Appendix E (FEMA Standard Terms and Conditions Addendum for Contracts and Grants)	148
Appendix F (Department of Housing and Urban Development Bulletin No. 44d).....	150

INTRODUCTION AND BACKGROUND OVERVIEW

Schedule of Events	Date
RFP Release	July 19 th , 2011
Optional Pre-Proposal Conference	August 2 nd , 2011 @ 10 AM Pacific
Deadline for Questions	August 8 th , 2011
Sealed Proposals Due to the City	August 16 th , 2011 @ 4 PM Pacific
Anticipated Contract Award and Start Date	October 1 st , 2011

The City reserves the right to modify this schedule at the City's discretion. Notification of changes in the response due date will be posted on the City website or as otherwise stated herein.

Mark the outside of your mailing envelope with RFP # 2865.

PROPOSALS MUST BE RECEIVED ON OR BEFORE THE DUE DATE AND TIME AND MUST BE AT THIS LOCATION:

If delivered by the U.S. Postal Service, it must be addressed to:

Sharon Rothwell
City Purchasing and Contracting Services
PO Box 94687
Seattle, WA 98124-4687

If delivered by a courier, overnight delivery or other service, address to

Sharon Rothwell
City Purchasing and Contracting Services
Seattle Municipal Tower
700 5th Ave., #4112
Seattle, WA 98104-5042

INTRODUCTION AND BACKGROUND OVERVIEW

1. MASTER AGREEMENT

City of Seattle (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 FLOORING PRODUCTS AND ACCESSORIES, INSTALLATION AND RELATED SERVICES – (herein “Products and Services”).

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY UNLESS PARTICIPATING PUBLIC AGENCY REQUESTS REFURBISHED OR REUSED PRODUCTS.

2. OBJECTIVES

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

3. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Suppliers are to propose the broadest possible selection of FLOORING PRODUCTS AND ACCESSORIES, INSTALLATION AND RELATED SERVICES they offer. The intent of this solicitation is to provide Participating Public Agencies with turnkey solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing and installing the Products and Services as defined in this RFP, including but not limited to the following:

- A. **Carpeting** - A selection of commercial carpet tiles, broadloom carpet, rugs, mats, and padding or cushions that meet NSF/ANSI Standard 140 Gold as well as a selection of any residential carpet, rugs, mats, and padding offered by Supplier.

INTRODUCTION AND BACKGROUND OVERVIEW

- B. **Hard Surfacing** – A selection of hard surface flooring products including resilient flooring (vinyl composition tile, sheet vinyl, luxury vinyl tile, rubber tile and sheet, linoleum tile and sheet and non PVC tile flooring), ceramic tile, hardwood, stone, and other hard surfaces, which meet NSF/ANSI Standard 332, contain recycled content, or are made with renewable materials. In addition, a selection of hardwood flooring offered by Supplier which is FSC certified.
- C. **Accessories** – A selection of flooring accessories including wall base, moldings, stair treads, stair nosings, transition strips, adhesives and any other accessories offered by Supplier.
- D. **Installation** – Installation of any flooring materials and accessories required to provide a turnkey installation, including lift systems for renovations.
- E. **Reclamation Program** – A reclamation program to recycle used/worn carpet and as much other flooring and other material as practical that will be available from Supplier.
- F. **Other Services** – Repair of floor coverings, removal and legal disposal of all flooring products not able to be recycled, and any other related services offered by Supplier.

INTRODUCTION AND BACKGROUND OVERVIEW

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

National Sponsors

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

Advisory Board

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

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

Current U.S. Communities Advisory Board Members

City of Charlotte/Mecklenburg, NC	Hillsborough Schools, FL
City of Los Angeles, CA	City of Houston, TX
Cobb County, GA	Los Angeles County, CA
Dallas County, TX	Maricopa County, AZ
Davis Joint Unified Schools, CA	Miami-Dade County, FL
City and County of Denver, CO	Salem-Keizer School District, OR
State of Georgia	City of San Antonio, TX
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
Hennepin County, MN	
North Carolina State University, NC	

INTRODUCTION AND BACKGROUND OVERVIEW

Participating Public Agencies

Today more than 45, 000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.6 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 Seattle is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

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

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, City of Seattle and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2010 purchased more than \$138 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

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

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

INTRODUCTION AND BACKGROUND OVERVIEW

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 or credit card. Suppliers have the ability to add their products to the Marketplace at no cost.

Partial and Multiple Awards

Partial and/or multiple awards may be issued as a result of this solicitation. Partial and/or 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 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

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, and Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

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

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

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

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

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

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

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

SUPPLIER QUALIFICATIONS

objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency's objection, Supplier is permitted to pursue other options.

(vii) In states where Supplier has an existing state contract or cooperative contract, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.

(viii) During the term of the Agreement, Supplier shall not, without the prior written consent of U.S. Communities, enter into an agreement or renew an existing agreement with any Multi-State Purchasing Cooperative, other than U.S. Communities, for the purpose of offering Products and Services to Public Agencies through such Multi-State Purchasing Cooperative. A Multi-State Purchasing Cooperative is defined as any purchasing cooperative that administers contracts to Public Agencies in more than five (5) states that are competitively solicited by the purchasing cooperative itself or another Public Agency for the purpose of providing other Public Agencies access to the competitively solicited contracts.

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

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

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

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

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be

required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

SUPPLIER QUALIFICATIONS

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

(iii) Supplier's Options in Responding to a Third Party RFP or ITB. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts rather than issue their own RFPs and ITBs, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

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

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

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

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

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

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

(d) Sales. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force

compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

SUPPLIER QUALIFICATIONS

(i) Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier's goods and services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

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

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

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

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

SUPPLIER QUALIFICATIONS

(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.

SUPPLIER QUALIFICATIONS

U.S. Communities Administration Agreement

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

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

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 25 U.S. states?
YES____ NO____
- D. Did your company have sales greater than \$50 million last year?
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____
- K. Does your company agree to not pursue additional national or multi-state cooperative contracts during the contract period?
YES____ NO____

Submitted by: _____

(Printed Name)

(Signature)

(Title)

(Date)

SUPPLIER QUALIFICATIONS

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

SUPPLIER QUALIFICATIONS

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

SUPPLIER INFORMATION

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

Company

1. Total number and location of sales persons employed by your company in the United States;
2. Number and location of distribution outlets in the United States (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales for 2008, 2009 and 2010 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2008, 2009, AND 2010			
Segment	2008 Sales	2009 Sales	2010 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
6. Provide a list with contact information of your company's ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided.
7. Provide 3 references in ATTACHMENT C of projects with similar size and scope.

Distribution

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to Supplier or the end user.
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
5. State the company's standard delivery time and any options, including quick ship delivery costs, for expediting delivery and return policies.

SUPPLIER INFORMATION

6. State restocking fees for products returned after thirty days.

Marketing

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

Products

1. Provide a description of the Products and Services to be provided by the major product category set forth in the Introduction and Background Section, General Definition of Products and/or Services of the RFP. The primary objective is for each Supplier to provide its complete product and service offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
3. State backorder policy. Do you fill or kill order and require Agency to reorder if item is backordered?
4. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for FLOORING PRODUCTS AND ACCESSORIES, INSTALLATION AND RELATED SERVICES

SUPPLIER INFORMATION

Qualifications, Experience and Project Management Capabilities

Provide a description of the Services to be provided by the major product category set forth in the Introduction and Background Section, General Definition of Products and/or Services of the RFP. The primary objective is for each Supplier to provide its complete range of services so that Participating Public Agencies may utilize as appropriate for their needs.

1. Identify your company's authorized distributors and installers by U.S. state;
2. Identify your company's bonding capacity on a national basis (if applicable);
3. List the states where the bidder or sub-contractor is licensed to do business (if applicable);
4. Describe those services that are performed by your company versus those that are performed by sub-contractors.
5. Describe the process and requirements of qualifying in-house personnel and sub-contractors who will be performing the services for your company. Include details on the types of background screening performed and any other required qualifications.
6. Describe your ongoing quality control processes to ensure qualified in-house personnel and sub-contractors.

Administration

1. Describe your company's capacity to employ EDI, telephone, Internet, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
2. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
3. Describe the state of e-commerce within your company and detail how Participating Public Agencies can benefit from your approach. Please document your company's level of expertise with the following software; PeopleSoft, Lawson, Oracle, School Dude and all others your company has successfully interfaced with a public agency. List, by software supplier, the following information: name of public agency, software system used, "go-live" date, net amount of total sales per Calendar Year since "go-live", and percentage of sales being processed exclusively via Internet/EDX (paperless) ordering. Include, by public agency, any enhancement, such as e-mail order acknowledgement and on-line order/tracking ability.
4. Describe your company's implementation and success with existing multi-state cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information as reference(s).
5. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
6. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.

SUPPLIER INFORMATION

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

Financial Statements

The Supplier shall include an audited income statement and balance sheet from the most recent reporting period in its proposal.

Staffing Plan

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

Environmental

1. Provide a brief description of any company environmental initiatives, including any green products and certifications to be available through your company.
2. What is your company's environmental strategy?
3. What is your investment in being an environmentally preferable product leader?
4. Do you have any resources dedicated to your environmental strategy? Please describe.
5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?
6. Describe the ability of your company to market sustainable flooring in compliance with the FTC (Federal Trade Commission) rules.
7. Describe the capacity of your company to provide project/procurement reports that comply with the U.S. Green Building Council's (USGBC) LEED documentation requirements (installation date, installation location, customer name, product description, product manufacturer name, cost per unit, quantity, percent post and pre recycled content, percent rapidly renewable material, percent FSC certified).
8. Describe the ability of your company to identify green products on catalogs, brochures, ordering website, etc.
9. Describe the ability of your company to offer carpet that is free of antimicrobial treatments and identify available products in ATTACHMENT B Offer Sheet.
10. Describe the ability of your company to offer PVC-free carpet and identify available products in ATTACHMENT B Offer Sheet.

SUPPLIER INFORMATION

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.

ATTACHMENT A SPECIFICATIONS

Scope of Services

1. Scope of Contract:

This Request for Proposal is to include furnishing all labor, equipment, materials, and perform all operations necessary to install, repair, remove, recycle or dispose of carpet and other flooring materials.

2. Overall Service Requirements (Included unless otherwise noted)

- A. The Contractor(s) shall take all steps necessary to prevent damage to walls, doors, and equipment.
- B. The Contractor(s) shall be responsible for damage to walls, doors, equipment resulting from installation.
- C. The Contractor(s) shall furnish project drawings indicating seam direction (on roll material); outline heavy use areas and walkways within 10 business days after site visit at no additional charge to the Customer. The Contractor(s) shall provide a professional recommendation on product layout, walk-off mats if required, and make recommendations in writing to ensure sustainability practices are known at no additional charge to the Customer.
- D. The Contractor(s) shall be responsible for physical measurements at no additional cost to the Customer, and is responsible for the accuracy of the measurements and the fit of the work. The Contractor(s) will be required to provide cost estimating diagram services at no additional charge to the Customer.
- E. The Contractor(s) shall protect carpet and flooring materials against damage and soiling from construction operations and placement of equipment and furnishings during the course of installation. This shall include but not be limited to; providing caution tape and barriers to keep normal traffic off of floors during installation until the area is turned over to the occupant. This does not include permanent protection.
- F. The Contractor(s) shall provide all manufacturer-approved tools necessary for a complete installation at no additional charge to the Customer.
- G. Shipping: Unless otherwise noted, all proposal pricing is to be FOB the Customer's project location, freight prepaid and included, to the City or to any Participating Public Agency location.
- H. Storage: The Contractor(s) shall store the materials at its facility until original scheduled time of installation. If the Customer delays original scheduled installation date for more than 30 days, the Customer may be charged a storage fee for additional time as described in Section 8 E. STORAGE FEES FOR ADDITIONAL TIME. Materials shall be stored in a dry location minimum 60 degrees Fahrenheit and protected from damage and soiling.
- I. Floors shall be prepared in accordance with the manufacturer's recommendations. Sub-floors/underlayment shall be dry, clean, and smooth per CRI-104 and manufacturer's instructions. They shall be free from paint, varnish, solvents, wax, oil, and other foreign matter.
- J. The Contractor(s) shall provide original packaging listing manufacturer's name, product name, identification number and related information including documentation of NSF/ANSI and other required standards.

ATTACHMENT A SPECIFICATIONS

- K. The Contractor(s) shall provide written instructions and on-site training in the maintenance of the carpet and flooring for custodial staff if requested by the Customer.
3. **Quality:** All carpet or flooring material installed at each job site shall be of the same millrun and/or dye lot for each line item ordered. All carpet or flooring material shall be of "first quality" (i.e., free from visual blemishes and physical defects). No irregulars, promotional goods, mill ends, or remnants shall be accepted unless the Participating Public Agency requests such goods to be used.
4. **Materials Suspected of Containing Asbestos:** The installer should ascertain whether asbestos survey has been documented for the area and materials at a job, and document compliance with applicable federal and other asbestos laws. (Toxic Substances Control Act (15 U.S.C. § 2601 et seq.) and 40 CFR Part 61, Subpart M - National Emission Standards for Asbestos. See <http://www.epa.gov/asbestos/pubs/asbreg.html>. This will aid recycling of material that may otherwise become unrecyclable; recycling facilities may require documentation that asbestos is not present or reject loads. Before removing any flooring products where the installer suspects or detects there is asbestos consult the appropriate occupational health and air pollution agencies.
5. **Toxic Substances:** Toxic substances must be disclosed in ATTACHMENT D. When any toxic substances are used, it will be the responsibility of the contractor to post a notice, not only to his own employees but also post a notice in a conspicuous place at the job site, informing building occupants of the substance being used and a material safety data sheet for their examination.
- A. **Toxins and "Red List" Materials:** The presence in products of any of the following substances must be disclosed. The following substances are not preferred and when products are available without these substances the contractor is expected to offer them as first choices. Persistent bio accumulative toxins as defined by the Stockholm Convention on Persistent Organic Pollutants (POP's), www.chem.unep.ch/Default.htm, and materials listed on the Cascadia Region Green Building Council Materials Red List:
- i. added formaldehyde
 - ii. halogenated flame retardants
 - iii. PVC
 - iv. Mercury
 - v. CFCs
 - vi. HCFCs
 - vii. Neoprene (Chloroprene)
 - viii. Cadmium
 - ix. chlorinated polyethylene and chlorosulfonated polyethylene
 - x. wood treatments containing creosote, arsenic or pentachlorophenol
 - xi. polyurethane

ATTACHMENT A SPECIFICATIONS

- xii. Lead
- xiii. Phthalates

6. Environmentally Preferable Products and Services Additions: A Participating Public Agency may opt to permit the substitution or addition of Environmentally Preferable Products (EPP's).

The City of Seattle reserves the right to add products and/or services during the contract term to meet the needs of their customers, as those products and services become available, or to eliminate any virgin categories if it is determined that a sufficient supply of recycled counterparts are readily available at equivalent and performance levels. The City also reserves the right to amend and/or increase minimum recycled content standards during the contract term as such products become readily available. Any Participating Public Agency may apply these requirements at its option.

7. Basic Installation Requirements (included unless otherwise noted)

- A. A Bond and Moisture Test and/or Calcium Chloride Test for moisture shall be completed before starting all flooring installations at no additional charge to the Customer. These tests shall be performed per manufacturer's requirements and/or ASTM E-1907-4 Standard practices for determining Moisture-Related Acceptability of Concrete Floors to Receive Moisture-Sensitive Finishes and ASTM F-1869-04 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Sub-floor Using Anhydrous Calcium Chloride. Installation shall not proceed until sub-floor meets all manufacturer requirements for moisture.
 - 1. Should the manufacturer require any additional testing not described herein, the Contractor(s) shall perform such testing at no additional charge.
 - 2. The Contractor(s) must meet the manufacturer's requirements for an acceptable "ph" range as required by the manufacturer.
- B. The manufacturer's recommended ambient temperature and humidity conditions shall be maintained at levels required by the manufacturer before, during and after installation. All flooring materials shall be conditioned to room temperature prior to starting the installation as required by the manufacturer.
- C. All installation work shall be performed in a professional workmanlike manner. Install all products according to manufacturer's instructions using the manufacturer-required adhesives. When the Customer chooses to use its own resources for installation, the Contractor(s) shall advise on proper installation procedures and effect on warranties.
 - 1. For Carpet
 - a) In the absence of a carpet manufacturer's installation procedure, follow the Carpet and Rug Institute installation procedure CRI 104.
 - b) Install carpet in accordance with pattern and color diagrams flat and tight on sub-floor, well fastened at edges, with a uniform appearance. Install with pile inclination in one direction. The manufacturer will mark each module as to pile

ATTACHMENT A SPECIFICATIONS

direction. Cut and fit carpet neatly into or around breaks, recesses, against bases, casings, door jams, permanent cabinets, equipment, etc.

2. For Resilient Flooring, Base, Transitions, Stair Treads, Stair Stringers, Stair Risers
 - a) Install Resilient Flooring, Base, Transitions, Stair Treads, Stair Stringers, and Stair Risers in accordance with pattern and color diagrams. Cut and fit all joints neatly into or around breaks, recesses, against bases, casings, door jams, permanent cabinets, and equipment. Ensure all joints and fits to casings, cabinets, or equipment and ensure all cuts are tight, clean and neat.
 - b) Standard installation patterns for resilient floors shall be provided at no additional charge to the Customer. Standard installation patterns for resilient floors are described as follows:
 - i) Vinyl Composition Tile (VCT), Luxury Vinyl Tile (LVT), Linoleum Tile/Marmoleum Composition Tile (LT or MCT), Non PVC Tile Flooring (NPCVTF) and Rubber Tile (RT) owner may choose up to two colors in one area or room; this shall be considered a standard installation. Areas or rooms with more than two colors shall be considered a patterned installation which is billable.
 - ii) Sheet Flooring (SF), Linoleum Sheet Flooring (LSF) and Rolled Rubber Sheet Flooring (RRSF) owner may choose one color in one area or room; this shall be considered a standard installation. Areas or rooms with more than one color shall be considered a patterned installation which is billable.
3. Sheet Flooring (SF), Linoleum Sheet Flooring (LSF) and Rolled Rubber Sheet Flooring (RRSF) owner may choose one color in one area or room; this shall be considered a standard installation. Areas or rooms with more than one color shall be considered a patterned installation which is billable. For Wood, Cork, Stone, and other Hard Surface Flooring, Base, Transitions, Stair Treads, Stair Stringers, Stair Risers.
 - a) Install Wood, Cork, Stone, and other Hard Surface Flooring, Base, Transitions, Stair Treads, Stair Stringers, and Stair Risers in accordance with pattern and color diagrams. Cut and fit all joints neatly into or around breaks, recesses, against bases, casings, door jams, permanent cabinets, and equipment. Ensure all joints and fits to casings, cabinets, or equipment and ensure all cuts are tight, clean and neat.

D. Floor Preparation

1. Minor Floor Preparation shall be included in material proposal price and basic installation. Minor floor preparation shall include:
 - a) Filling of hairline cracks 1/8" or less.
 - b) Filling sporadic small chips and depressions of 1/4" deep or less than 3/4" in diameter.

ATTACHMENT A SPECIFICATIONS

- c) On wood floors, it includes the filling of joints in the plywood substrate 1/8" or less and filling nail or screw holes.
- d) Broom sweeping of subfloors that are to receive new flooring.
- 2. Exceptions to Minor Floor Preparation such as unusual floor problems, rehabilitation, repair of structural damage, etc... are NOT INCLUDED IN THE MATERIAL PROPOSAL PRICE and shall be identified, estimated, and billed accordingly. Exceptions to Minor Floor Preparation must be approved by the Customer before any charges may be assessed. Exceptions to Minor floor preparation shall include:
 - a) Sanding and scraping residue such as drywall mud, paint overspray, old adhesives etc.
 - b) Filling or floating rain-damaged concrete slabs.
 - c) Leveling or skim coating floors.
 - d) Repair to depressed or raised graining on wood surfaces.
 - e) Cutting and patching voids or bad wood plugs on wood surfaces.
 - f) Repairing or re-nailing defective underlayment.
- E. Install carpet bars or reducer strips for adjoining other dissimilar floors and/or all other materials and accessories required for a complete installation.
- F. Remove all rubbish resulting from installation at the end of every day; the premises shall be left in a clean condition. Reduce waste and recycle to the greatest practical extent. Waste and recycling documentation compliant with national green building certification standards shall be provided on request.
- G. Work Hours: Installation shall be available during standard work hours (6:00 am to 7:00 p.m., Monday - Friday) (not to exceed an 8 hour work shift) and non-standard working hours (evenings, weekends, or holidays) at an additional cost.
- H. Installation Warranty: The installation warranty shall be for a period of 1 year from the date of substantial completion and shall cover repair or replacement due to defects in the workmanship.

8. Billable Services

A. Removal of Existing Flooring and Flooring Reclamation

- 1. The Contractor(s) shall provide services to remove existing Flooring and recycle flooring and other materials used in the jobs (buckets, tack strips, plastic film, paper, cardboard, metal, etc.) to the greatest extent practical. To determine recyclability, at a minimum the contractor will check with the manufacturer and the seller of the original product if still in business and the local recycling/solid waste agency.

ATTACHMENT A SPECIFICATIONS

2. The Contractor(s) shall reclaim all flooring removed from the Customer's installation location and ship to a reclamation plant for recycling; regardless of manufacturer, fiber type, or construction except when Participating Public Agency agrees recycling is impractical or the removed flooring is deemed unacceptable by recycling facilities. (For instance, exceptionally soiled/contaminated or asbestos is present.)
 3. For the City of Seattle this service shall be mandatory as long as it is available (See <http://www.carpetrecovery.org/waste.cfm> for national network of recycling and processing facilities for carpet; check with local recycling agencies for wood, other materials used in the jobs.) and shall include documentation of recycling showing the amount recycled and recycling facility. It is up to each Participating Public Agency to determine its reclamation requirements for each project. A description of Proposers reclamation program shall be provided with its proposal.
 4. The Contractor(s) shall provide documentation of product reclamation for each order, which is given to the purchaser. The Contractor(s) shall provide reports that identify the type of carpet removed, type nylon 6 or 6.6 or other recyclable flooring material and amount of material and name of reclamation facility for each order, as well as report the quantity and type of flooring sold Reports will be due quarterly or as required by the purchaser and will be delivered to the purchaser. Price to be provided on a per ton unit cost for recycling and a per foot rate for removal.
 5. Price to be provided, depending on product, on a per square yard, per square foot, or per linear foot rate for removal.
 6. Adhesive Removal Solvents: Comply with Carpet and Rug Institute Publication 104.
 7. Remove used carpet in large pieces, roll tightly, and pack neatly in container.
 8. Remove adhesive according to recommendations of the Carpet and Rug Institute (CRI).
 9. Contractor shall abide by any local, state and/or federal safety and health requirements in the location the work is to be performed.
- B. Removal and Legal Disposal of Vinyl Sheet Flooring and Linoleum**
1. The Contractor(s) shall remove existing Vinyl and/or Linoleum Sheet flooring from existing facilities.
 2. Price to be provided, depending on product, on a per square yard, per square foot, or per linear foot rate for removal.
 3. The Contractor(s) shall provide dust control and protection during the demolition process.
 4. The Contractor(s) shall provide recycling to the greatest extent practical and legal disposal of all remaining items removed. Documentation to be provided in accordance with purchaser's request.

ATTACHMENT A SPECIFICATIONS

5. Subfloors (Wood or Concrete) shall be left free from dust, dirt and old adhesives and be left in a condition appropriate to accept new flooring or "floor preparation-ready" when necessary.
 6. The Contractor(s) shall provide testing for asbestos containing materials by an AHERA certified professional and if necessary, asbestos abatement will be the responsibility of the Customer.
- C. Removal, Recycling and Legal Disposal of Vinyl Composition Tile (VCT), Luxury Vinyl Tile (LVT) or Non PVC Tile Flooring**
1. The Contractor(s) shall remove existing VCT, LVT, or NPVCTF from existing facilities excluding ceramic tile.
 2. Price to be provided, depending on product, on a per square yard, per square foot, or per linear foot rate for removal.
 3. The Contractor(s) shall provide dust control and protection during the demolition process.
 4. The Contractor(s) shall recycle to the greatest extent practical and provide legal disposal of remaining items removed. Documentation upon purchaser's request.
 5. Subfloors (Wood or Concrete) shall be left free from dust, dirt and old adhesives and be left in a condition appropriate to accept new flooring or "floor preparation-ready" when necessary.
 6. The Contractor(s) shall provide testing for asbestos containing materials by an AHERA certified professional and if necessary, asbestos abatement will be the responsibility of the Customer.
- D. Removal, Recycling and Legal Disposal of Base Cove (Wood, Vinyl or Rubber)**
1. The Contractor(s) shall remove existing Base from existing facilities.
 2. Price to be provided, depending on product, on a per square yard, per square foot, or per linear foot rate for removal.
 3. The Contractor(s) shall provide dust control and protection during the demolition process.
 4. The Contractor(s) shall provide recycling to the greatest extent practical and legal disposal of all remaining items removed. Documentation upon purchaser's request.
 5. Walls shall be left free from dust, dirt and old adhesives and be left in a condition appropriate to accept new Base Cove.
 6. The Contractor(s) shall provide testing for asbestos containing materials by an AHERA certified professional and if necessary, asbestos abatement will be the responsibility of the Customer.

ATTACHMENT A SPECIFICATIONS

7. Touch up painting shall be the responsibility of the Customer.

E. Storage Fees for Additional Time

1. If the Customer postpones the original installation date for more than 30 days, the Contractor(s) shall store the products at the Contractor's facility until the time of installation.
2. Carpet and Sheet Goods - STORAGE FEES FOR ADDITIONAL TIME for Carpet, Sheet Flooring (SF), Linoleum Sheet Flooring (LSF) and Rolled Rubber Sheet Flooring (RRSF) shall be provided on a per square yard unit cost per month with additional days to be prorated.
3. Resilient Tile Goods - STORAGE FEES FOR ADDITIONAL TIME for Vinyl Composition Tile (VCT), Luxury Vinyl Tile (LVT), Linoleum Tile/Marmoleum Composition Tile (LT or MCT), Non PVC Tile Flooring (NPVCTF) and Rubber Tile (RT) shall be provided on a per square foot unit cost per month additional days to be prorated.

F. General Labor / Repairs / Carpet Re-Stretch Services

1. The Contractor(s) shall provide general labor, floor covering repair, and carpet re-stretch services (labor only) at an hourly rate.
2. Price will be by the hour based on 1 individual worker.

G. Carpet Border Work

1. The Contractor(s) shall provide carpet border work.
2. Price to be provided on a per lineal foot unit cost for border work.

H. Carpet Inset Work

1. The Contractor(s) shall provide carpet inset work.
2. Price to be provided on a per lineal perimeter running foot cost for inset work.

I. Carpet Stair Work – Waterfall

The Contractor(s) shall provide carpet stair work for standard waterfall steps.

1. Standard waterfall steps shall be defined as any stair with walls on both ends of the step. Standard Waterfall steps shall have no open ends.
2. Price to be provided on a per step unit cost.

J. Carpet Stair work – Upholstered

1. The Contractor(s) shall provide carpet stair work for upholstered steps.

ATTACHMENT A SPECIFICATIONS

2. Upholstered steps shall be defined as any stair with either one or both ends of the step open with carpet that wraps around the open end(s).
3. Price to be provided on a per step unit cost.

K. Patterned Flooring Labor – Resilient Tile

1. The Contractor(s) shall provide patterned work. Work will consist of using three or more colors in one area or room.
2. Up charge add price to be provided on a per square foot unit cost.

L. Patterned Flooring Labor – Resilient Sheet

1. The Contractor(s) shall provide patterned work. Work will consist of using up to three colors in one room or area.
2. Up charge add price to be provided on a per square yard unit cost.

M. Chemical Seam Welding

1. The Contractor(s) shall provide chemical seam welding.
2. Chemical Seam welding must be performed according to manufacturer's instructions using manufacturer-required adhesives and welding accessories.
3. Price to be provided on a per lineal running foot unit cost.

N. Seam Welding Heat Welding Rod

1. The Contractor(s) shall provide seam welding using heat welding rod.
2. Heat welding rods must be installed and performed according to manufacturer's instructions using manufacturer's coordinating welding rod materials and welding accessories.
3. Price to be provided on a per lineal running foot unit cost.

O. Integral Flash Coving

1. The Contractor(s) shall provide flash coving (integral cove) of Sheet Flooring (SF), Linoleum Sheet Flooring (LSF) and Rolled Rubber Sheet Flooring (RRSF) by extending the flooring up the wall no more than six (6) inches up the wall to form wall base. This can be accomplished by one-piece flash coving, border flash coving or two-piece flash coving. All Seams in the flash cove area shall be treated the same as seams throughout the rest of the installation.

ATTACHMENT A SPECIFICATIONS

2. All integral flash coving must be installed and performed according to manufacturer's instructions using manufacturer-required tools.
3. The Contractor(s) shall provide all required trims and manufacturer-required adhesives.
4. Price for Flash Cove to be provided on a per lineal running foot unit cost.

P. Integral Flash Cove Corners

1. The Contractor(s) shall provide (Flash Cove) inside and outside corners.
2. All integral flash cove corners must be installed and performed according to manufacturer's instructions using manufacturer-required tools.
3. The Contractor(s) shall provide all required trims and manufacturer-required adhesives.
4. All Seams in the flash cove and flash cove corners shall be treated the same as seams and cove throughout the rest of the installation.
5. Price for Flash Cove inside and outside corners to be provided on a per each corner unit cost.

Q. Furniture Removal and Return

1. The Contractor(s) shall provide furniture removal and return services at a lot charge per 100 square feet. The 100 square feet will consist of no more than one desk, one filing cabinet, one table, one bookcase or credenza and miscellaneous chairs.
2. Failure to offer this service may be grounds to reject proposal as non-responsive.
3. If amount of furniture to be removed and replaced exceeds the amount in item 2.5 A. (above) or is systems furniture, the Customer will arrange for professional movers to remove and replace. Computer and telephone equipment removal is the Customer's responsibility.
4. Price shall be provided on a per office unit cost amount as described above.

ATTACHMENT A SPECIFICATIONS

R. Furniture Lift System

1. The Contractor(s) must offer a furniture lifting system, which allows carpet tile installation without moving, packing, or disconnecting systems furniture. In this case, the contractor will be responsible for any damage to the systems furniture during the lifting process. Price shall be provided as a per square yard unit cost up charge for the amount of carpet tile provided.

9. Carpet Overall Requirements

- A. **Sustainability:** All carpet must be certified NSF/ANSI 140-2007e Standard at the Gold or Platinum achievement level.

It is up to each Participating Public Agency to determine its Sustainability requirements for each project.

1. **Indoor Air Quality (Carpet Flooring, Related Products and Adhesive):** Current CRI Green Label Plus Certification

Provide adhesives and floor primers as recommended by the carpet manufacturer AND as certified by the CRI Indoor Air Quality Adhesive Testing Program.

2. **Recycled Content:** For the City of Seattle all carpet must contain a minimum of 10% Post-Consumer Content from carpet fiber and meet all applicable U.S. EPA Comprehensive Procurement Guidelines. Other products must contain a minimum of post-consumer recycled content consistent with relevant US EPA Comprehensive Procurement Guidelines in effect at the time that jobs are requested. It is up to each Participating Public Agency to determine its recycled content requirements for each project.
3. **Disclosure – Flame Retardant Treatments:** The vendor shall make information regarding the flame retardant chemicals applied to carpet products available on request. Information shall be comprehensive enough to identify the type of chemical used.
4. **Disclosure – Stain/Water Repellent Treatments:** The vendor shall make information regarding the carpet stain/water repellent chemicals and application method thereof available on request. Information shall be comprehensive enough to identify the type of stain/water repellent chemicals and application methods used.

B. **Flammability:** (Radiant Panel ASTM-E-648): ≥ 0.45 (Class I)

C. **Smoke Density:** (NFPA-258-T or ASTM-E-662): ≤ 450

D. **Static Electricity:** (AATCC-134) 20% Relative Humidity @ 70° F: ≤ 3.5 kV

E. **Colorfastness to Crocking:** (AATCC 165): ≥ 4.0 wet or dry

ATTACHMENT A SPECIFICATIONS

- F. **Methenamine Pill Test:** (CPSC FF-1-70 or ASTM D 2859): Self-Extinguishing
- G. **Dimensional Stability:** AACHEN Method DIN 54318: < 0.2% Change

10. Broadloom Performance Standards

- A. **High Performance:** Applies to extra heavy use areas such as public spaces, corridors (school and hospital), offices, and/or with the worst installation conditions.
 - 1. **Backing:** Must have minimum 25-year non-prorated warranty addressing all related backing failure including but not limited to unravel, zippering, delamination, dimensional stability, loss of adhesion to the subfloor, not be affected by exposure to moisture, and provide a moisture barrier system. Warranty must cover all related costs of replacement including material, freight, and labor.
 - 2. **Face:** 100% type 6 or 6,6 branded nylon with a minimum Texture Appearance Rating of 3.5.
 - 3. **Lightfastness:** Rating of 4 or better after 160 standard fading hours.
 - 4. **Colorfastness:** Rating 3 or better.
 - 5. **Permanent Stain Resistance:** Pass AATCC 175.
 - 6. **Color:** No solid colors or carpets that read "Solid". Dark to Mid-Range muted colors are required to hide soiling.
 - 7. **Pattern:** Multicolor, Variegated or Mild patterns are required.
 - 8. **Construction:** Loop Pile

- B. **Standard Performance:** Applies to medium - heavy traffic areas such as corporate, retail, hospitality, classrooms, and with good installation conditions.
 - 1. **Backing:** Must have minimum 15-year non-prorated warranty addressing all related backing failure including but not limited to unravel, zippering, delamination, dimensional stability, loss of adhesion to the subfloor. Warranty must cover all related costs of replacement including material, freight, and labor.
 - 2. **Face:** 100% type 6 or 6,6 branded nylon with a minimum Texture Appearance Rating of 3.0.
 - 3. **Lightfastness:** Rating of 4 or better after 80 standard fading hours.
 - 4. **Colorfastness:** Rating of 3 or better.
 - 5. **Color:** No solid colors or carpets that read "Solid". Dark to Mid-Range muted colors are required to hide soiling.
 - 6. **Pattern:** Multicolor, Variegated or Mild patterns are required.
 - 7. **Construction:** Loop Pile

- C. **Base Performance:** Applies to limited use areas such as private offices, conference rooms, sleeping rooms, and some administrative areas and with the best installation conditions.

ATTACHMENT A SPECIFICATIONS

1. **Backing:** No warranty necessary for this performance level
2. **Face:** 100% type 6 or 6,6 branded nylon with a minimum Texture Appearance Rating of 2.5.
3. **Lightfastness:** Rating of 4 or better after 40 standard fading hours.
4. **Colorfastness:** Rating of 2 or better.
5. **Color:** Light, Mid-Range, Dark or Solid colors acceptable.
6. **Pattern:** Solid, Simple patterns and textures acceptable.
7. **Construction:** Loop and/or Cut Pile

11. Carpet Tile Performance Standards

A. High Performance: Applies to extra heavy use area such as public spaces, corridors (school and hospital), offices, and/or with the worst installation conditions.

1. **Backing:** Must have minimum 25-year non-prorated warranty addressing all related backing failure including but not limited to unravel, zippering, delamination, dimensional stability, loss of adhesion to the subfloor. Warranty must cover all related costs of replacement including material, freight, and labor.
2. **Face:** 100% type 6 or 6,6 branded nylon with a minimum Texture Appearance Rating of 3.5.
3. **Lightfastness:** Rating of 4 or better after 160 standard fading hours.
4. **Colorfastness:** Rating 3 or better.
5. **Permanent Stain Resistance:** Pass AATCC 175.
6. **Color:** No solid colors or carpets that read "Solid". Dark to Mid-Range muted colors are required to hide soiling.
7. **Pattern:** Multicolor, Variegated or Mild patterns are required.
8. **Construction:** Loop Pile

B. Standard Performance: Applies to medium - heavy traffic areas such as corporate, retail, hospitality, classrooms, and with good installation conditions.

1. **Backing:** Must have minimum 15-year non-prorated warranty addressing all related backing failure including but not limited to unravel, zippering, delamination, dimensional stability, loss of adhesion to the subfloor. Warranty must cover all related costs of replacement including material, freight, and labor.
2. **Face:** 100% type 6 or 6,6 branded nylon with a minimum Texture Appearance Rating of 3.0.
3. **Lightfastness:** Rating of 4 or better after 80 standard fading hours.
4. **Colorfastness:** Rating of 3 or better.
5. **Color:** No solid colors or carpets that read "Solid". Dark to Mid-Range muted colors are required to hide soiling.

ATTACHMENT A SPECIFICATIONS

6. **Pattern:** Multicolor, Variegated or Mild patterns are required.
 7. **Construction:** Loop Pile
- C. Base Performance:** Applies to limited use areas such as private offices, conference rooms, sleeping rooms, and some administrative areas and with the best installation conditions.
1. **Backing:** Must have minimum 15-year non-prorated warranty addressing all related backing failure including but not limited to unravel, zippering, delamination, dimensional stability, loss of adhesion to the subfloor. Warranty must cover all related costs of replacement including material, freight, and labor.
 2. **Face:** 100% type 6 or 6,6 branded nylon with a minimum Texture Appearance Rating of 2.5.
 3. **Lightfastness:** Rating of 4 or better after 40 standard fading hours.
 4. **Colorfastness:** Rating of 2 or better.
 5. **Color:** Light, Mid-Range, Dark or Solid colors acceptable.
 6. **Pattern:** Solid, Simple patterns and textures acceptable.
 7. **Construction:** Loop and/or Cut Pile

12. Explanation of Standards

- A. Product related deterioration and failure for carpet can be separated into 3 distinct areas:**
1. **Backing related failure:** Yarns zippering, fuzzing, pilling, seams unraveling, backing delamination, moisture barrier, moisture imperviousness, adhesion to subfloor and any other related failures.
 - a) Method for determining backing suitability:
 - Manufacturer's warranty addressing backing related failure.
 2. **Face distortion:** Traffic patterns associated with crushing and matting, as well as soiling.
 - a) Method for determining face distortion resistance:
 - CRI TM101-Assessment of Carpet Surface Appearance Change.
 - CRI Carpet Appearance Retention Grading Scales.
 3. **Color distortion:** Loss of color from light and atmospheric fading as well as staining.
 - a) Method for determining color distortion:
 - Lightfastness - AATCC 16E-1982.
 - Colorfastness - Ozone and Gas - AATCC 129-1981.

ATTACHMENT A SPECIFICATIONS

- Permanent Stain Resistance Test – AATCC 175 after 100 revolutions on the Taber Abrader (1,000-gram weight per H-18 wheel. Passing rating is equivalent to no less than 8.0 (10.0 is best) on the AATCC Red 40 Stain Scale.

13. Resilient Flooring

A. Vinyl Composition Tile

1. **Base Grade** - Reference the following products as standards of quality for this category.
 - Armstrong Standard Excelon Imperial Texture (1/8 inch thickness)
 - Mannington Essentials/Designer Essentials (1/8 inch thickness)
 - Or Approved Equal
2. **Premium Grade** - Reference the following products as standards of quality for this category.
 - Armstrong Migrations, Stonetex, Art Effects (1/8 inch thickness)
 - Mannington Brushworks, Solid Point, Color point (1/8 inch thickness)
 - Or Approved Equal
3. **Slip Retardant** - Reference the following products as standards of quality for this category.
 - Armstrong Safety Zone (1/8 inch thickness)
 - Mannington Safewalks (1/8 inch thickness)
 - Or Approved Equal
4. **Static Dissipative** - Reference the following products as standards of quality for this category.
 - Armstrong SDT (1/8 inch thickness)
 - Or Approved Equal

B. Sheet Vinyl

1. **Base Grade** - Reference the following products as standards of quality for this category.
 - Armstrong Connection Corlon
 - Mannington Magna Multiflec
 - Or Approved Equal
2. **Standard Grade** - Reference the following products as standards of quality for this category.
 - Armstrong Medintech
 - Mannington Bio-Spec

ATTACHMENT A SPECIFICATIONS

- Or Approved Equal
- 3. **Premium Grade** - Reference the following products as standards of quality for this category.
 - Armstrong Perspectives, Timberline
 - Mannington Relay, Realities, Primus
 - Or Approved Equal
- 4. **Slip Retardant** - Reference the following products as standards of quality for this category.
 - Armstrong Safeguard
 - Mannington Assurance II
 - Or Approved Equal

C. Linoleum Tile

1. Reference the following products as standards of quality for this category.
 - Forbo Real (2.5mm thickness)
 - Armstrong Marmorette, Colorette, Grannette (2.5mm thickness)
 - Or Approved Equal (2.5mm thickness)
 -

D. Linoleum Sheet

1. Reference the following products as standards of quality for this category.
 - Forbo Real (2.5mm thickness)
 - Armstrong Marmorette, Colorette, Grannette (2.5mm thickness)
 - Or Approved Equal (2.5mm thickness)

E. Luxury Vinyl Tile

1. Reference the following products as standards of quality for this category.
 - Armstrong Natural Creations
 - Mannington Nature's Paths
 - Or Approved Equal

F. Rubber Tile - Solid (Chart 1 or 2 colors)

1. Reference the following products as standards of quality for this category.
 - Johnsonite Roundel Raised Round Pattern
 - Johnsonite Roundel Raised Square Pattern
 - Johnsonite Hammered Surface

ATTACHMENT A SPECIFICATIONS

- Or Approved Equal

G. Rubber Tile – Speckled (Chart 1 or 2 colors)

1. Reference the following products as standards of quality for this category.
 - Johnsonite Speckled Finish Rubber Tile
 - Or Approved Equal

H. Rolled Rubber Sheet Flooring

1. Reference the following products as standards of quality for this category.
 - Mohawk Hardsurface – Durahealth Rolled Rubber Sheet Flooring (RRSF) (.080 gauge).
 - Or Approved Equal

I. Recycled Rolled Rubber Sheet Flooring - Multi-Purpose

1. Reference the following products as standards of quality for this category.
 - Johnsonite - Replay Sports & Multi-Function ¼” Recycled Rolled Rubber Sheet Flooring (RRSF).
 - Or Approved Equal

J. Non-PVC Tile Flooring

1. Reference the following products as standards of quality for this category.
 - Mohawk Hardsurface – Stonewalk Non PVC Tile Flooring (NPCVTF) 2mm gauge.
 - Or Approved Equal

K. Overall

1. **Indoor Environmental Quality:** For the City of Seattle all products must pass and be listed for CHPS 01350 IAQ Test or current California air regulations. Resilient flooring is to be third party certified under the FloorScore IAQ testing program. It is up to each Participating Public Agency to determine its Indoor Air Quality requirements for each project.
 - Adhesive shall be low-VOC adhesive as recommended by the manufacturer for resilient flooring material for conditions of installation.
 - Leveling and patch compounds: Low-VOC latex type as recommended by the manufacturer of resilient flooring products.

14. Resilient Base and Stair Materials

ATTACHMENT A SPECIFICATIONS

A. Resilient Base

1. 2.5" Resilient Base (RB2.5) Chart 1, 2 or 3 colors - Reference the following products as standards of quality for this category.
 - 2.5" (RB2.5) coved toe profile Johnsonite TP series
 - Roppe 700 Series
 - Or Approved Equal
2. 4" Resilient Base (RB4) Chart 1, 2 or 3 colors - Reference the following products as standards of quality for this category.
 - 4" (RB4) coved toe profile Johnsonite TP series
 - Roppe 700 Series
 - Or Approved Equal
3. 6" Resilient Base (RB6) Chart 1, 2 or 3 colors - Reference the following products as standards of quality for this category.
 - 6" (RB6) coved toe profile Johnsonite TP series
 - Roppe 700 Series
 - Or Approved Equal

B. Stair Materials

1. Standard stair Tread - Reference the following products as standards of quality for this category.
 - Johnsonite RH –SQ raised square disk pattern, RH – RD raised round disk pattern, or HMT hammered pattern profile.
 - Or Approved Equal.
 - Up charge applies for Optional Visually Impaired Strip insert (lineal foot).
2. Stair Stringer
 - To match body color of stair tread Johnsonite
3. Stair Riser
 - To match body color of stair tread Johnsonite
4. Landing Tile
 - To match body color of stair tread Johnsonite

ATTACHMENT A SPECIFICATIONS

15. Flooring Repairs

Repair of existing flooring maybe done with same or like materials. All repairs will be done using industry best practices and be in accordance with the manufacturer's instructions. All repair materials to include adhesives must meet CRI Green Label Plus certification.

16. Department of Housing and Urban Development Requirements

The Department of Housing and Urban Development (HUD) has a building product standard and certification program for carpet, Bulletin 44d for HUD carpet projects. A copy of this Bulletin can be found in Appendix F of this RFP. Proposer must be able to comply with Bulletin 44d for HUD carpet projects.

ATTACHMENT B OFFER SHEET

The Offer Sheet is prepared in Microsoft Excel 2000 or later and is attached as an icon. Double click on the excel icon below to open, view and/or print the following price pages. (Note: Word must be in the page layout view to see the icon.)



Attachment B Offer
Sheet.xls

1. Supplier is to provide its complete offer of products and services in excel format in ATTACHMENT B. Pricing is to include product and freight. The mark-up percentage per Manufacturer must stay consistent.
2. It is MANDATORY that you provide a Unit Price where indicated.
3. Pricing shall include and cover all duties, handling and transportation charges, and all charges incidental to the requested work excluding Sales Tax or Use Tax.
4. Price Changes in future contract years shall be in accordance with the specifications. Wholesale and mark-up discount rates will not change through the life of the contract. Other price changes are restricted to the specifications states in the solicitation and the contract.
5. **Prompt Payment Discount:** _____% _____ days. Note: Prompt payment discount periods equal to (or greater than) 10 calendar days will receive consideration and proposal pricing will be reduced for evaluation by the amount of that discount.
6. **Rebate on Sales:** Please identify any incentives and rebates offered based on volume, dollar amounts, electronic ordering or other criteria.
7. **Prevailing Wages:** Proposer agrees to comply with any prevailing wage requirements that might apply during the performance of work under this contract.

ATTACHMENT C

PROPOSER'S REFERENCES

Provide three references of similar size and scope where products and services have been performed in the last 12 months.

RESPONDENT SUBMITTING PROPOSAL: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

**ATTACHMENT D
TOXIC SUBSTANCES DISCLOSURE**

Toxic substances must be disclosed per the specification.. When any toxic substances are used, it will be the responsibility of the contractor to post a notice, not only to his own employees but also post a notice in a conspicuous place at the job site, informing building occupants of the substance being used and a material safety data sheet for their examination.

Toxins and “Red List” Materials: The presence in products of any of the following substances must be disclosed. The following substances are not preferred and when products are available without these substances the contractor is expected to offer them as first choices. Persistent bio accumulative toxins as defined by the Stockholm Convention on Persistent Organic Pollutants (POP’s), www.chem.unep.ch/Default.htm, and materials listed on the Cascadia Region Green Building Council Materials Red List:

- i. added formaldehyde
- ii. halogenated flame retardants
- iii. PVC
- iv. Mercury
- v. CFCs
- vi. HCFCs
- vii. Neoprene (Chloroprene)
- viii. Cadmium
- ix. chlorinated polyethylene and chlorosulfonated polyethylene
- x. wood treatments containing creosote, arsenic or pentachlorophenol
- xi. polyurethane
- xii. Lead
- xiii. phthalates,

With the information provided above, provide disclosure of which typical and commonly used products that would be offered under this contract contain the materials identified. A simple format that states the following is preferred:

Product	Identified Toxin	MSDS provided? (Y/N)

ATTACHMENT E
RECLAMATION AND RECYCLING PROGRAM

Flooring and Carpet Reclamation and Recycling Program Submittal Form

1. (a) Describe your program for reclamation/recycling of carpet. Please indicate what fiber types (Nylon 6; Nylon 6,6; Polypropylene; other) are included, and affirm that carpet tiles and broadloom are included.
(b) Indicate if there are types of carpet your program cannot recycle. Note that carpet recycling is a mandatory requirement-minimum qualification for responding to this RFP.
Reclamation/recycling program includes carpet tiles Y___ N___
Reclamation/recycling program includes broadloom Y___ N___
2. (a) Describe your program for reclamation/recycling of resilient flooring, if any, or your plans to develop such program, if any.
(b) List which types of resilient flooring your program cannot recycle.
3. Describe your program for reclamation/recycling of associated products and any other flooring not addressed above, if you can recycle them. (Examples: carpet pad, buckets, tack strips, base cove, wood, etc.)
4. List separately the business name, address, and contact for each reclamation/recycling facility you intend to use for materials under this RFP.
5. Describe or attach an example of the documentation you will provide for each job documenting the amount and type of material reclaimed/recycled.
Example attached Y___ N___
6. Describe to the extent you can the markets you will use for the materials recovered from
 - a. Carpet
 - b. Resilient flooring
 - c. Associated products and/or other flooring

CITY OF SEATTLE COMMERCIAL PROVISIONS

1. MINIMUM QUALIFICATIONS

Vendor shall reclaim carpet and other existing flooring materials to include vinyl, cork, linoleum, rubber and carpet removed at the customer's location, regardless of manufacture fiber, type or construction. This service shall be mandatory. The Vendor shall provide with their bid a description of their reclamation program to which the company has access and a statement signed by an officer of the company, that this reclamation program is consistent with the goals of this solicitation and how the company recycles carpet and other flooring materials it receives.

2. LICENSING AND BUSINESS TAX REQUIREMENTS

This solicitation and resultant contract may require additional licensing as listed below. If applicable, the Vendor needs to meet all licensing requirements immediately after contract award, or the City will retain the right to reject the Vendor.

As applicable, Companies must license, report and pay revenue taxes for the Washington State business License (UBI#) and, if applicable, a Seattle Business License. Such costs should be carefully considered by the Vendor prior to submitting their offer.

Seattle Business Licensing and associated taxes.

1. If you have a "physical nexus" in the city, you are required to obtain a Seattle Business license and have taxes due paid to date before the Contract can be signed.
2. A "physical nexus" means that you have physical presence. This includes: a building/facility located in the City, your make sales trips into the City, your own company drives into the City for product deliveries, and/or you conduct service work in the city (repair, installation, service, maintenance work, on-site consulting, etc).
3. We ask each company to specify whether they have "physical nexus" on the Vendor Questionnaire form which is provided later in this RFP package.
4. When applicable, all costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Vendor and not charged separately to the City.
5. When applicable, the apparent successful Vendor shall immediately obtain the license and ensure all City taxes are current, unless exempted by City Code. Failure to do so will result in rejection of the proposal/proposal.
6. Questions and Assistance: The City Revenue and Consumer Protection (RCP) is the office that issues business licenses and enforces licensing requirements. The general e-mail is rca.bizlictx@seattle.gov. The main phone is 206-684-8484. You may also call RCA staff for assistance: Anna Pedroso at 206-615-1611, Wendy Valadez at 206-684-8509 or Brenda Strickland at 206 684-8404.
7. The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
8. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
9. A cover-sheet providing further explanation, along with the application and instructions for a Seattle Business License is provided below for your convenience.
10. Please note that those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Vendor prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

State Business Licensing and associated taxes.

CITY OF SEATTLE COMMERCIAL PROVISIONS

Before the contract is signed, provide the State of Washington business license (a State “Unified Business Identifier” known as a UBI #) and a Contractor License if required. If the State of Washington has exempted your business from State licensing (for example, some foreign companies are exempt and in some cases, the State waives licensing because the company does not have a physical presence in the State), then submit proof of that exemption to the City. All costs for any licenses, permits and associated tax payments due to the State as a result of licensing shall be borne by the Vendor and not charged separately to the City. Instructions and applications are at <http://www.dol.wa.gov/business/file.html>.

Permits: All necessary permits required to perform work are to be supplied by the Vendor at no additional cost to the City.

Contract Term: This contract shall be for three years, with three one-year extensions allowed at the option of the City. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. The Vendor may also provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.

Not a Mandatory Use or Guaranteed Utilization Contract: The City does not guarantee utilization of this contract. The City may provide estimates of use or the value of prior utilization of similar contracts; such information is for the convenience of the Vendor and does not serve as a guarantee of usage under any contract signed as a result of this solicitation. The City reserves the right to multiple or partial awards, to terminate contracts under the conditions named herein, and/or to order quantities based on the needs of the City. These contracts are not intended to guarantee minimum quantities of work to a single vendor, and are not intended to guarantee a closed list of eligible Vendors for City use.

- The City reserves the right to use other contract sources to obtain these products or services, including such resources as State of Washington Contracts and other public agency contracts that the City of Seattle is eligible to use as a result of an Interlocal Agreement.

Expansion Clause: Any resultant contract or Purchase Order may be expanded as allowed below. A modification may be considered per the criteria and procedures below, for any ongoing Blanket Contract that has not yet expired. Likewise, a one-time Purchase Order may be modified if the proposal reserved the right for additional orders to be placed within a specified period of time, or if the project or body of work associated with a Purchase Order is still active. Such modifications must be mutually agreed. The only person authorized to make such agreements on behalf of the City is the Buyer from the City Purchasing Division (Department of Finance and Administrative Services –FAS). No other City employee is authorized to make such written notices. Expansions must be issued in writing from the City Buyer in a formal notice. The Buyer will ensure the expansion meets the following criteria collectively: (a) it could not be separately proposal, (b) the change is for a reasonable purpose, (c) the change was not reasonably known to either the City or vendors at time of proposal or else was mentioned as a possibility in the proposal (such as a change in environmental regulation or other law); (d) the change is not significant enough to be reasonably regarded as an independent body of work; (e) the change could not have attracted a different field of competition; and (f) the change does not vary the essential identity or main purpose of the contract. The Buyer shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required in the opinion of the Buyer.

CITY OF SEATTLE COMMERCIAL PROVISIONS

Note that certain changes are not considered an expansion of scope, including an increase in quantities ordered, the exercise of options and alternates in the proposal, or ordering of work originally identified within the originating solicitation. If such changes are approved, changes are conducted as a written order issued by the City Purchasing Buyer in writing to the Vendor.

Vendor Usage Reports: The City may request that the Vendor provide reports of purchases made by the City during the contract term. Within 10 business days of a request, the Vendor will supply the City a report in the requested format. The report must be clearly titled (Company name, contact information, dates of report period). The Vendor will provide, upon a request by the City, information sorted according to the City request, which may include: invoice specific detail or summary detail, by item name, by the user name (the department customer placing the order), by City Department, and date of order.

Quarterly Vendor Reports: The Contractor(s) shall provide a certification of product reclamation for each order, which is given to the purchaser. The Contractor(s) shall provide reports that identify the type of carpet removed, type nylon 6 or 6.6 or other recyclable flooring material and amount of material and name of reclamation facility for each order, as well as report the quantity and type of flooring sold to the City, these reports will be due quarterly and will be emailed to purchaser.

Trial Period and Right to Award to Next Low Vendor: A ninety (90) day trial period shall apply to contract(s) awarded as a result of this solicitation. During the trial period, the vendor(s) must perform in accordance with all terms and conditions of the contract. Failure to perform during this trial period may result in the immediate cancellation of the contract. In the event of dispute or discrepancy as to the acceptability of product or service, the City's decision shall prevail. The City agrees to pay only for authorized orders received up to the date of termination. If the contract is terminated within the trial period, the City reserves the option to award the contract to the next low responsive Vendor by mutual agreement with such Vendor. Any new award will be for the remainder of the contract and will also be subject to this trial period.

3. DELIVERY

Delivery Option: The Vendor shall provide a delivery service that will be available for routine orders. The Vendor will pick up or deliver products to the City location specified. There will not be an additional charge for delivery, unless specified in the Proposal/RFP.

No Minimum Order: There is no minimum order size for this contract.

Warranty: The Vendor shall warrant all materials and workmanship delivered under any resulting contract to be free from defects, damage or failure for any reason whatsoever which the City may reasonably determine is the responsibility of the Vendor, for one year after the date of final acceptance/installation and without cost to the City for labor, materials, parts, installation or any other costs except where longer periods of warranty of guarantees are specified. All materials or equipment provided shall be new, unused or of the latest model or design and of recent manufacture with a valid manufactures product warranty. Warranty support shall be timely, full correction with in 30 calendar days (unless mutually agreed upon by the customer and contractor) of documented notice to cure from the customer to the contractor.

CITY OF SEATTLE COMMERCIAL PROVISIONS

Right to Replace Products & Product Discontinuance: In the event the manufacturer discontinues or replaces a product, Vendor may request the City substitute a new product or model on the contract. The City may allow the Vendor to provide a substitute product, upon confirmation that the product has been discontinued. Pricing for such a product replacement or substitute must be the same discount rate as provided to the City on the original product.

Cancellation of Orders: The City may cancel an order before delivery without penalty or charge, providing that the Vendor has not incurred any special production costs such as custom fabrication in fulfilling the order. If the City cancels the order after production has begun for a non-standard or custom order, then the Vendor may charge the customer a cancellation penalty up to but not to exceed 10% penalty computed on the net contract price of the cancelled purchase item(s).

Returns and Restocking:

- Vendor Error: No restocking charge for items ordered due to Vendor error. Vendor pays all shipping costs.
- Standard Stock items: No restocking penalty applies if new, unused, in original packaging and shipped back within 30 days of receipt by the City. Customer pays the shipping cost.
- Non-Standard or Custom items: Item(s) may be returned if new, unused, in original packaging and shipped back within 30 days of receipt. Vendor may charge the purchaser a penalty up to but not to exceed 10% penalty computed on the net contract price of the returned item(s). Customer pays the shipping cost.

Fabricated Items: Items that are custom engineered and fabricated to design specifications may be returned under the terms negotiated between the parties upon request of the City.
Failure to perform: If Vendor has presented a particular product as suitable and fit for the purpose described by the City herein or upon order by the City, and the product fails to perform as advised and/or specified, that shall be defined as a Vendor error. No restocking charge shall be charged to the City. Further, if such fitness could not have been determined until the product had been in use, the City may return the product opened and used within 30 days of receipt without penalty or charges due to the City.

4. Pricing and Invoicing

Prohibition on Advance Payments. The City does not accept requests for early payment, down payment or partial payment, unless the Proposal or Proposal Submittal specifically allows such pre-payment proposals or alternates within the proposal process. Maintenance subscriptions may be paid up to one year in advance provided that should the City terminate early, the amount paid shall be reimbursed to the City on a prorated basis; all other expenses are payable net 30 days after receipt and acceptance of satisfactory compliance.

Rates and Prices: Pricing shall be prepared with the following terms. These are in addition to annual Prevailing Wage adjustments instructions when required that are specified elsewhere within this solicitation. The Buyer may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of

CITY OF SEATTLE COMMERCIAL PROVISIONS

proposal or other circumstances beyond the control of both parties, as determined in the opinion of the Buyer.

Requests for Price Decreases: Requests that reduce pricing charged to the City may be delivered to the City Purchasing Buyer at any time during the contract period. Such price reductions should use the same pricing structure as the original contract (i.e. discounts below list, mark-up above, fixed price, or hourly rates). The City may likewise initiate a request to the vendor for price reductions, subject to mutual agreement of the vendor.

Requests for Price Increases : Must be delivered to the City Purchasing Buyer in accordance to the rules below. No other employee may accept a rate increase request on behalf of the City. Any invoice that is sent to the City with pricing above that specified by the City in writing within this Contract or specified within an official written change issued by City Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

Cost Plus: The City will not accept requests to change markup rates from vendors cost, except for those that are more favorable to the City than the original contract. As vendors cost change, the net price to the City will automatically change in the same percentage as the markup rate to the City.

- A. **Hourly Rates or Service Pricing:** For multi-year contracts that provide services. The vendor may submit a price reduction that implements a lower and more favorable cost to the City at anytime during the contract. Vendor requests for rate increases must be no sooner than two years after contract signature, are at the discretion of the Buyer; and must be:
1. The direct result of increases to wage rates and do not exceed the CPI Index or other appropriate service rate index agreed upon between the Buyer and the Vendor.
 2. Incurred after contract commencement date.
 3. Not produce a higher profit margin than that on the original contract.
 4. Clearly identify the service titles and the hours of service performed if specified within the contract and the before and after wage rates for such titles.
 5. Be filed with Buyer a minimum of 90 calendar days before the effective date of proposed increase.
 6. Be accompanied by detailed documentation acceptable to the Buyer sufficient to warrant the increase.
 7. The United States published indices such as the Consumer Price Index or other government data may be referenced to help substantiate the Vendor's documentation. A link to the CPI Data is available at <http://data.bls.gov/PDQ/outside.jsp?survey=wp>.
 8. The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
 9. Should not deviate from the original contract pricing scheme/methodology

Seattle will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the higher price has been accepted by the City and the contract amended, the invoice may be rejected and returned to the Vendor for corrections.

Catalogue and Manufacturer List Pricing: Upon request by the City, the Vendor shall also provide access to the "Manufacturer's Current Price List" in electronic and/or paper format.

CITY OF SEATTLE COMMERCIAL PROVISIONS

Such requests may be for current catalogue pricing or for past catalogue that are within the term of the contract.

Cost Reductions: Any cost reductions to the Vendor, such as rebates or “specials”, shall be reflected in a reduction of the contract price effective immediately. Seattle will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the higher price has been accepted by the City and the contract amended, the invoice may be rejected and returned to the Vendor for corrections.

Invoicing: The Vendor is required to provide a method for tracking the cost of the item to the City, with the City discount calculation displayed so that pricing can be easily tracked and verified by the City with each invoice. Each invoice to the City shall specify the “Vendors Cost,” and include documentation of that cost, the mark-up rate, and the final net cost to the City. The vendor’s markup percentage per manufacturer will remain fixed throughout the life of the contract.

Contract Number on Invoice: The Vendor is required to prominently print the City Contract Number on the Invoice.

Selling to City Vendors: Unless rejected by the Vendor in the Offer submitted to the City, the Contract will default to permitting City contractors to accept orders from City Vendors who are working on City projects, and sell the Vendors your products at the City contract price. The City may recommend your City contract as a source, to other winning City contractors for certain products.

5. ENVIRONMENTAL SPECIFICATIONS

The City reserves the right to use free or highly discounted sources of recycling carpet should such services become available in the future.

Paper and Paper Product Requirements: To promote and encourage environmentally sustainable practices for companies doing business with the City, the City requests vendors under City contract use environmentally preferable products in production of City work products.

- The City requires use of 100% PCF (post consumer recycled content, chlorine-free) paper to encourage environmentally preferable practices for City business.
- Contractors are to duplex all materials that are prepared for the City under this Contract, whether such materials are printed or copied, except when impracticable to do so due to the nature of the product being produced. This directive is executed under the Mayor’s Executive Order, issued February 13, 2005.

Delivery of Products and Services – Idling Prohibited: Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City for more than five minutes. The City requires vendors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when a vehicle is making deliveries and associated power is necessary; when the engine is used to provide power in another device, and if required for proper warm-up and cool-down of the engine. Specific examples include “bucket” trucks that allow a worker to reach wires on telephone poles or tree branches for

CITY OF SEATTLE COMMERCIAL PROVISIONS

trimming; and vehicles with a lift on the back of a truck to move products in and out of the truck. The City of Seattle has a commitment to reduction of unnecessary fuel emissions. The City intends to improve air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices. A reference sheet regarding the Anti-Idling provision is attached to provide further background.

6. PREVAILING WAGE REQUIREMENTS

Preparing Offer Forms with consideration of Prevailing Wages.

Prevailing wages apply to this work, the Offer submitted by the Vendor to the City must clearly show the intention of the Vendor to pay prevailing wages. The City retains the right to reject Offers that do not clearly show the intention to pay prevailing wages. The City will consider whether the pricing of the Offer appears to have considered the prevailing wages due or other indicators. If the City is not certain as to whether the Offer is sufficient to pay prevailing wages, the City may seek clarification and/or reject the Offer based on responsibility criteria.

- a. This contract is subject to prevailing wages, as required by RCW 39.12 (Prevailing Wages on Public Works) and RCW 49.28 (Hours of Labor) as amended or supplemented.
- b. Vendor and any subcontractors shall be responsible for compliance with all provisions herein.
- c. The awarded Vendor and all subcontractors shall file an Intent to Pay Prevailing Wage Form concurrent with the execution of the contract. The Buyer will give the award Vendor(s) a Contract Number, and the Vendor and their subcontractor(s) shall then promptly submit the Intent to Pay Prevailing Wages to the Department of Labor & Industries for approval. The City requests this be done on-line to allow the City a rapid mechanism to verify submittal of forms. <http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>. However, the City will accept forms submitted through paper procedures. If the Vendor utilizes paper submittal, a copy shall be promptly provided to the Buyer.
- d. Vendor is responsible for all fees assessed by Washington L&I for all forms filed.
- e. Vendor and any subcontractor shall not pay any laborer, worker or mechanic less than the prevailing hourly wage rates that were in effect at the time of proposal opening for the worker classifications that are provided for under Prevailing Wages as issued by the State of Washington for the County in which the work shall be performed.
- f. Vocationally handicapped workers, i.e. those individuals whose earning capacity is impaired by physical or mental deficiency or injury, may be employed at wages lower than the established prevailing wage. The Fair Labor Standards Act requires that wages based on individual productivity be paid to handicapped workers employed under certificates issued by the Secretary of Labor. These certificates are acceptable to the Department of Labor and Industries. Sheltered workshops for the handicapped may submit a request to the Department of Labor and Industries for a special certificate, which would, if approved, entitle them to pay their employees at wages, lower than the

CITY OF SEATTLE COMMERCIAL PROVISIONS

established prevailing wage.

- g. In certain situations, an Intent to Pay Prevailing wages shall be filed with the Department of Labor & Industries and with the City of Seattle Buyer, but the Vendor may indicate an exception which exempts the requirement to pay at least prevailing wages rates for the following:
 - Sole owners and their spouse.
 - Any partner who owns at least 30% of a partnership.
 - The president, vice-president, and treasurer of a corporation if each one owns at least 30% of the corporation.
 - Workers regularly employed on monthly or per diem salary by state or any political subdivision created by its laws.
- h. Prevailing Wage rates in effect at the time of proposal opening are attached. These wages remain in effect for the duration of this contract, except for annual adjustments required by this contract for multi-year contracts (where contract is longer than one year) and building service maintenance contracts (janitorial, waxers, shampooers, and window cleaners), which provide for an annual adjustment in wage rates as specified below.
- i. It is the sole responsibility of the Vendor to assign the appropriate classification and associate wage rates to all laborers, workers or mechanics that perform any work under this contract, in conformance with the scope of work descriptions of the Industrial Statistician of the Washington State Department of Labor and Industries.
- j. With each invoice, Vendor will attach or write a statement that wages paid were compliant to applicable Prevailing Wage rates.
- k. Affidavit of Wages Paid: Upon contract completion, Vendor and each subcontractor shall then file the Affidavit of Wages Paid (form L700-007-000) approved by the Industrial Statistician of Washington State L&I. This may be performed on-line if the Vendor has initiated the original Intent to Pay Prevailing Wage process on line. The receipt of the approved affidavit is required before Seattle can pay the final invoice.
- l. For jobs above \$10,000, Vendor is required to post for employees' inspection, the Intent form including the list of the labor classifications and wages used on the project. This may be posted in the nearest local office, for road construction, sewer line, pipeline, transmission line, street or alley improvement projects as long as the employer provides a copy of the Intent form to the employee upon request.
- m. In the event any dispute arises as to what the prevailing wages are for this Contract, and the dispute cannot be solved by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington. In such case, the Director's decision shall be final, conclusive and binding on all parties. If the dispute involves a federal prevailing wage rate, the matter shall be referred to the U.S. Secretary of Labor for a decision. In such case, the Secretary's decision shall be final, conclusive and binding on all parties.

Prevailing Wage rate changes for Service Contracts greater than one year in duration:

- a. This provision only applies to service contracts that continue beyond a single year in duration, including building service maintenance contracts (janitorial service Vendors

CITY OF SEATTLE COMMERCIAL PROVISIONS

and work performed by janitors, waxers, shampooers, and window cleaners) and other multi-year service contracts where prevailing wages are required.

- b. Vendor and any subcontractor must pay at least the prevailing wage rates that were in effect at time of proposal throughout the duration of the contract.
- c. Each contract anniversary thereafter, Vendor and any subcontractors shall review the then current Prevailing Wage Rates. The Vendor shall increase wages paid if required to meet no less than the current prevailing wage rates for those positions that are covered by such wage rates, in effect at the time of the contract anniversary.
- d. Any price or rate increases made as a result of a change in the prevailing wages will be compensated by the City on a pass through basis if the Vendor requests a price increase in accordance with the price increase request requirements provided earlier within this agreement. The Vendor must follow the contract.

7. INSTRUCTIONS & INFORMATION.

Proposal Procedures and Process.

This chapter details City procedures for directing the RFP process. The City reserves the right in its sole discretion to reject the Proposal of any Vendor that fails to comply with any procedures outlined in this chapter.

Registration and Rosters.

If you have not completed a one-time registration into the City of Seattle Vendor and Contractor Registration system (VCR), we request that you register at this time at: www.seattle.gov/purchasing/Registration Vendor & Contractor Registration System is used by City staff to locate your contract(s) and to search for companies to solicit for future proposals on future purchase needs. Proposals are not rejected for failure to register, however, if you win a contract and have not yet registered, it is expected that you will consent to placement into VCR. Women and minority owned firms are asked to self-identify. If you need assistance, please call 206-684-0444.

Communications.

All vendor communications concerning this acquisition shall be directed to the RFP Coordinator. The RFP Coordinator is

Sharon Rothwell
206-684-8310
Sharon.rothwell@seattle.gov

If delivered by the U.S. Postal Service, it must be addressed to:

Sharon Rothwell
City of Seattle
Purchasing & Contracting Services Division
PO Box 94687
Seattle, WA 98124-4687

If delivered by other than the U.S. Postal Service, address to

Sharon Rothwell
Purchasing & Contracting Services Division
Seattle Municipal Tower

CITY OF SEATTLE COMMERCIAL PROVISIONS

700 5th Ave., #4112
Seattle, WA 98104-5042

Unless authorized by the Buyer, no other City official or City employee is empowered to speak for the City with respect to this acquisition. Any vendor seeking to obtain information, clarification, or interpretations from any other City official or City employee other than the Buyer is advised that such material is used at the Vendor's own risk. The City will not be bound by any such information, clarification, or interpretation.

Following the proposal deadline, Vendors shall continue to direct communications to only the City Buyer. The Buyer will send out information to responding companies as decisions are concluded.

Pre-Proposal Tele-Conference.

The City shall conduct an optional Pre-Proposal teleconference at the date and time on page 1, at the City Purchasing Office, 700 5th Avenue, Suite 4112, Seattle. Vendors are not required to attend in order to be eligible to submit a Proposal. The purpose of the meeting is to answer questions potential Vendors may have regarding the solicitation document and to discuss and clarify issues. This is an opportunity for Vendors to raise concerns regarding specifications, terms, conditions, and any requirements of this solicitation. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items that were known as of this pre-bid conference. Those unable to attend in person may participate via telephone. The Buyer will set up a conference bridge for Vendors interested in participating via conference call. Contact the Buyer at least two days in advance of the conference when requesting access by phone.

Questions.

Questions are to be submitted to the Buyer no later than the date and time on page 1, in order to allow sufficient time for the City Buyer to consider the question before the proposals or proposals are due. The City prefers such questions to be through e-mail directed to the City Buyer e-mail address. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Vendor of any responsibilities under this Proposal or any subsequent contract. It is the responsibility of the Vendor to assure that they received responses to the questions if any are issued.

Changes to the RFP/Addenda.

A change may be made by the City if, in the sole judgment of the City, the change will not compromise the City's objectives in this acquisition. A change to this RFP will be made by formal written addendum issued by the City's Buyer. Addenda issued by the City shall become part of this RFP specification and will be included as part of the final Contract. It is the responsibility of the interested Vendor to assure that they have received Addenda.

Receiving Addenda and/or Question and Answers.

The City will make efforts to provide courtesy notices, reminders, addendums and similar announcements directly to interested vendors. The City intends to make information available on the City website. The City website for this RFP and related documents is: <http://www.seattle.gov/purchasing/pan.htm>

Notwithstanding efforts by the City to provide such notice to known vendors, it remains the obligation and responsibility of the Vendor to learn of any addendums, responses, or notices

CITY OF SEATTLE COMMERCIAL PROVISIONS

issued by the City. Such efforts by the City to provide notice or to make it available on the website do not relieve the Vendor from the sole obligation for learning of such material.

All Proposals sent to the City shall be considered compliant to all Addendums, with or without specific confirmation from the Proposer that the Addendum was received and incorporated. However, the Buyer can reject the Proposal if it doesn't reasonably appear to have incorporated the Addendum. The Buyer could decide that the Proposer did not incorporate the Addendum information, or could determine that the Proposer failed to incorporate the Addendum changes and that the changes were material so that the Buyer must reject the Offer, or the Buyer may determine that the Proposer failed to incorporate the Addendum changes but that the changes were not material and therefore the Proposal may continue to be accepted by the Buyer.

Proposal Response Date and Location.

- a) **Proposals must be received into the City Purchasing Offices no later than the date and time on page 3 or as revised by Addenda.**
- b) **The City requires one original and two (2) copies and 10 CD or thumb drive copies.** Proposals must be submitted in a hard-copy original. Fax or e-mail copies are not a substitute for the hard-copy original. Electronic copies on CDs or thumb drives are to include the entire proposal response in a searchable format such as MS Word or Adobe Acrobat. Attachment B is to be in excel format.
- c) Responses should be in a sealed box or envelope clearly marked and addressed with the Buyer, RFP title and number. If RFP's are not clearly marked, the Vendor has all risks of the RFP being misplaced and not properly delivered. The Buyer is not responsible for identifying proposals submitted that are not properly marked.
- d) **Mark the outside of your mailing envelope to say "RFP 2548." This is important to proper handling of your proposal!**
- e) The RFP response may be hand-delivered or must otherwise be received by City Purchasing at the location specified by the submittal deadline. Delivery errors will result if you aren't very careful to use the proper address given your chosen delivery method.

If the Proposal is delivered by the U.S. Postal Service, it must be addressed to:

Sharon Rothwell
Purchasing & Contracting Services Office
PO Box 94687
Seattle, WA 98124-4687

If the Proposal is delivered by other than the U.S. Postal Service, address to:

Sharon Rothwell
Purchasing & Contracting Services Office

CITY OF SEATTLE COMMERCIAL PROVISIONS

Seattle Municipal Tower
700 5th Ave., #4112
Seattle, WA 98104-5042

- f) Please do not use binders or plastic folders, unless essential due to the size of your submission. The City prefers simple, stapled paper copies. If a binder is necessary, the City requests binders that are fully 100% recycled stock. Such binders are available from Keeney's Office Products Inc at 425-285-0541. This reflects both the City interest to promote environmentally preferable practices for City employees and contractors performing City business, and to avoid heavy and bulky packages that require storage.
- g) City prefers submittals on 100% PCF paper consistent with City policy and to encourage environmentally preferable practices for City business. Such paper is available from Keeney's Office Products Inc. at 425-285-0541.

The submitter has full responsibility to ensure the Proposal arrives at City Purchasing within the deadline. The Vendor shall assume full responsibility for the timely delivery at the location designed in this solicitation or as otherwise amended by the City. A Proposal submitted or delivered after the time fixed for receipt of Proposals will not be accepted. City Purchasing will determine whether a Proposal is considered late. Responses arriving after the deadline may be returned, unopened to the Vendor, or City Purchasing may declare the Proposal package late, unresponsive, and therefore not subject to evaluation; or may find that the Proposal instead met the material requirements of timely delivery.

RFP responses shall be signed by an official authorized to legally bind the Vendor.

- h) The City will consider supplemental brochures and materials. Vendors are invited to attach any brochures or materials that will assist the City in evaluation.
- i) Any Proposer that alters any part of the original RFP document or any Addenda issued by the City of Seattle will automatically be disqualified. This includes any and all words and numbers, on any and all pages, attachments, appendices, or Addenda associated with RFP# 2865. If you received this RFP in PDF format, please contact the Buyer to receive any embedded forms that require completion.

Proposal Formata. Cover Letter: The Proposal is to include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Bidder. The cover letter shall provide the name, address, telephone and facsimile numbers of the Proposer along with the name, title, address, telephone and facsimile numbers of the executive that has the authority to contract with the City of Seattle. The cover letter shall present the Proposer's understanding of the Project, a summary of the approach to be undertaken to perform the Services, as well as a summary of the costs to provide the services.

b. Executive Summary: The Proposer shall submit an executive summary, which outlines its proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of this Proposal, which make it superior or unique in addressing the needs of the City of Seattle.

CITY OF SEATTLE COMMERCIAL PROVISIONS

c. Proposers are advised that the City's ability to conduct a thorough evaluation is dependent on proposals that are well ordered, comprehensive yet concise, and readable. Clarity of language and adequate, accessible documentation is essential.

The submitted Proposal is to be organized in the following order:

Tab Number	Item Description
1	Cover Letter
2	Executive Summary
3	Minimum Qualifications
4	Proposer Worksheet for National Program Consideration
5	All Proposer Company Information per Supplier Information Section
6	Attachment C, References
7	All Proposer Distribution Information per Supplier Information Section
8	All Proposer Marketing Information per Supplier Information Section
9	All Proposer Products Information per Supplier Information Section
10	All Proposer Qualifications, Experience and Project Management Capabilities per Supplier Information Section
11	All Proposer Administration Information per Supplier Information Section
12	Proposer Financial Statements per Supplier Information Section
13	Proposer Staffing Plan per Supplier Information Section
14	Proposer Environmental Information per Supplier Information Section
15	Attachment D, Toxic Substances Disclosure
16	Attachment E, Reclamation and Recycling Program
17	Vendor Questionnaire and Certification
18	City Non Disclosure Request
19	Equal Benefits Compliance Declaration (For City only)
20	Acceptance and Exceptions to City Commercial Provisions and City Contract
21	U.S. Communities Administration Agreement (Signed, unaltered)
22	Attachment B, Offer Sheet
23	Pricing Incentives and Rebates

No RFP Opening – No Reading of Prices.

The City does not conduct a bid opening for RFP responses.

Offer Form.

Proposer shall specify response in the format and on any forms provided, indicating unit prices if appropriate, and attaching additional pages if needed. In the case of difference between the unit pricing and the extended price, the City shall use the unit pricing. The City

CITY OF SEATTLE COMMERCIAL PROVISIONS

may correct the extended price accordingly. Proposer shall quote prices with freight prepaid and allowed. Proposer shall quote prices FOB Destination. All prices shall be in US Dollars.

Proposer Responsibility to Provide Full Response.

It is the Proposer's responsibility to provide a full and complete written response, which does not require interpretation or clarification by the Buyer. The Proposer is to provide all requested materials, forms and information. The Proposer is responsible to ensure the materials submitted will properly and accurately reflect the Proposer specifications and offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP deadline; however this does not limit the right of the City to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past experience by the City in assessing responsibility), or to seek clarifications as needed by the City.

Partial and Multiple Awards.

Unless stated to the contrary in the Scope of Work, the City reserves the right to name a partial and/or multiple awards, in the best interest of the City and U.S. Communities. Some awards may be made for the City of Seattle for local usage. Proposers are to prepare proposals given the City's right to a partial or multiple awards. If Proposer is submitting an All or None offer, such offer must be clearly marked as All or None. Further, the City may eliminate an individual line item when calculating award, in order to best meet the needs of the City, if a particular line item is not routinely available or is a cost that exceeds the City funds. For Proposals, the City may negotiate with the successful Proposer, to finalize the work and specifications consistent with the objectives of the RFP.

Equal Benefits.

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether bidders provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The bid package includes a "Vendor Questionnaire" which is the mandatory form on which you make a designation about the status of such benefits. If your company does not comply with Equal Benefits and does not intend to do so, you must still supply the information on the Vendor Questionnaire. Instructions are provided at the back of the Questionnaire

Women and Minority Subcontracting.

The City intends to provide the maximum practicable opportunity for successful participation of minority and women owned firms, given that such businesses are underrepresented. The City requires all Bidders agree to SMC Chapter 20.42, and will require bids with meaningful subcontracting opportunities to also supply a plan for including minority and women owned firms.

If the City believes there is meaningful subcontracting opportunity, the solicitation will require you to submit an Inclusion Plan, which will be a material part of the bid and contract. The Plan must be responsible in the opinion of the City, which means a meaningful and successful search and commitments to include WMBE firms for subcontracting work when applicable. The City reserves the right to improve the Plan with the winning Bidder before contract execution. Performance will be a material contract provision.

Bidders should use whatever selection methods and strategies the Bidder finds effective for

CITY OF SEATTLE COMMERCIAL PROVISIONS

successful WMBE participation. The City may reject bids that do not provide a substantial responsive Plan with an intentional and responsible commitment. The City may use availability based on City analysis, or may use comparative participation from other incoming bids to establish a baseline of responsible efforts.

At the request of the City, Vendors must furnish evidence of the Vendor's compliance, including documentation such as copies of agreements with WMBE subcontractor either before contract execution or during contract performance.

The winning Bidder must request written approval for changes to the Inclusion Plan once it is agreed upon before contract execution. This includes goals, subcontract awards and efforts. See the attached Contract (such provisions are usually number #27, 28 and 29, although it may vary on any individual contract) and/or Terms and Conditions (such provisions are usually numbered #35, 36 and 37, although it may vary on a particular contract).

Prompt Payment Discount.

On the Offer form or submittal, the Vendor may state a prompt payment discount term, if the Vendor offers one to the City. A prompt payment discount term of ten or more days will be considered for proposal tabulation.

Taxes.

The City is exempt from Federal Excise Tax (Certificate of Registry #9173 0099K exempts the City). Washington state and local sales tax will be an added line item although taxes are not used in proposal tabulation for purposes of award.

Insurance Requirements.

Insurance requirements in the attached Terms and Conditions shall apply, unless modified by further materials within this solicitation. If formal proof of insurance is required to be submitted to the City before execution of the Contract, the City will remind the winning Vendor in the Intent to Award letter. The apparent successful Vendor must promptly provide such proof of insurance to the City in reply to the Intent to Award Letter. Contracts will not be executed until all required proof of insurance has been received and approved by the City.

Vendors are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, in the event that the Vendor is selected as a finalist. Vendors may elect to provide the requested insurance documents within their Proposal.

Contract Terms and Conditions.

Vendors are to price and submit proposals with the understanding that all specifications, requirements, terms and conditions are mandatory for the Vendor to comply with. Proposers are responsible to review all specifications, requirements, Terms and Conditions, insurance requirements, and other requirements herein. Submittal of a proposal is agreement to comply without exception, unless modified by the City. The City has the right to negotiate changes to submitted proposals and to change the City's otherwise mandatory terms and conditions during negotiations, or by providing notice to the Vendor during the contract.

Incorporation of RFP and Proposal in Contract.

This RFP and the Vendor's response, including all promises, warranties, commitments, and

CITY OF SEATTLE COMMERCIAL PROVISIONS

representations made in the successful Proposal, shall be binding and incorporated by reference in the City's contract with the Vendor.

Effective Dates of Offer.

Offered prices in Proposal must remain valid until City completes award. Should any Vendor object to this condition, the Vendor must provide objection through a question and/or complaint to the Buyer prior to the proposal closing date.

Proprietary Proposal Material.

The State of Washington's Public Records Act (Release/Disclosure of Public Records)

Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

Bidders/proposers must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions. For more information, visit the Washington State Legislature's website at <http://www1.leg.wa.gov/LawsAndAgencyRules>).

If you have any questions about disclosure of the records you submit with bids or proposals please contact the City Purchasing Buyer for this project at (206) 684-0444.

Requesting Materials be Marked for Non Disclosure (Protected, Confidential, or Proprietary)

As mentioned above, all City of Seattle offices ("the City") are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records are considered legally *exempt from disclosure* and can be withheld. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If you believe any records you are submitting to the City as part of your bid/proposal or contract work product, are exempt from disclosure you can request that they not be released until you receive notification. To make that request, you must complete the appropriate portion of the Vendor Questionnaire (Non-Disclosure Request Section) and very clearly and specifically identify each record and the exemption(s) that may apply. (If you are awarded a City contract, the same exemption designation will carry forward to the contract records.)

The City will not withhold materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite on in the Vendor Questionnaire. Only the specific records or portions of records properly listed on the Vendor Questionnaire will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

CITY OF SEATTLE COMMERCIAL PROVISIONS

If the City receives a public disclosure request for any records you have properly and specifically listed on the Vendor Questionnaire, the City will notify you in writing of the request and postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow you up to ten business days to file a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on your behalf. If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on the Vendor Questionnaire and submit it with your solicitation. Should a public record request be submitted to City Purchasing for that (those) record(s) you can then seek an injunction under RCW 42.56 to prevent release. By submitting a bid document, the bidder acknowledges this obligation; the proposer also acknowledges that the City will have no obligation or liability to the proposer if the records are disclosed.

Requesting Disclosure of Public Records

The City asks bidders/proposers and their companies to refrain from requesting public disclosure of proposal records until an intention to award is announced. This measure is intended to shelter the solicitation process, particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law.

Cost of Preparing Proposals

The City will not be liable for any costs incurred by the Proposer in the preparation and presentation of proposals submitted in response to this RFP including, but not limited to, costs incurred in connection with the Proposer's participation in demonstrations and the pre-proposal conference.

Proposer Responsibility

It is the Proposer responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Proposers must comply with all Federal, State, and

City laws, ordinances and rules, and meet any and all registration requirements where required for contractors as set forth in the Washington Revised Statutes.

Readability

Proposers are advised that the City's ability to evaluate proposals is dependent in part on the Proposer's ability and willingness to submit proposals which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential.

Changes or Corrections in Proposal Submittal.

Prior to the submittal closing date and time, a Vendor may make changes to its proposal, if the change is initialed and dated by the Vendor. No change shall be allowed after the closing date and time. Note that you cannot change, mark-up or cross-out any condition, format, provision or term that appears on the City's published Offer Form. If you need to change any of your own prices or answers that you write on the Offer Form must be made in pen, initialed, and be clear in intent. Do not use white-out.

CITY OF SEATTLE COMMERCIAL PROVISIONS

Errors in Proposals

Proposers are responsible for errors and omissions in their proposals. No such error or omission shall diminish the Proposer's obligations to the City.

Withdrawal of Proposal.

A submittal may be withdrawn by written request of the submitter, prior to the quotation closing date and time. After the closing date and time, the submittal may be withdrawn only with permission by the City.

Rejection of Proposals and Rights of Award.

The City reserves the right to reject any or all proposals at any time with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal.

Incorporation of RFP and Proposal in Contract.

This RFP and the Proposer's response, including all promises, warranties, commitments, and representations made in the successful proposal as accepted by the City, shall be binding and incorporated by reference in the City's contract with the Proposer.

ETHICS CODE.

The Seattle Ethics Code was recently revised. New requirements become effective June 22, 2009 for City employees and elected officials. Beginning October 22, 2009, the Code covers certain vendors, contractors and consultants. Please familiarize yourself with the new code: http://www.seattle.gov/ethics/etpub/et_home.htm. Attached is a pamphlet for Vendors, Customers and Clients. Specific question should be addressed to the staff of the Seattle Ethics and Elections Commission at 206-684-8500 or via email: (Executive Director, Wayne Barnett, 206-684-8577, wayne.barnett@seattle.gov or staff members Kate Flack, kate.flack@seattle.gov and Mardie Holden, mardie.holden@seattle.gov).



contractor-vendorbrochure[1].pdf

No Gifts and Gratuities. Vendors shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Vendor. An example is giving a City employee sporting event tickets to a City employee that was on the evaluation team of a bid you plan to submit. The definition of what a "benefit" would be is very broad and could include not only awarding a contract but also the administration of the contract or the evaluation of contract performance. The rule works both ways, as it also prohibits City employees from soliciting items of value from vendors.

Promotional items worth less than \$25 may be distributed by the vendor to City employees if the Vendor uses the items as routine and standard promotions for the business.

Involvement of Current and Former City Employees

If a Vendor has any current or former City employees, official or volunteer, working or assisting on solicitation of City business or on completion of an awarded contract, you **must** provide written notice to City Purchasing of the current or former City official, employee or

CITY OF SEATTLE COMMERCIAL PROVISIONS

volunteer's name. The Vendor Questionnaire within your bid documents prompts you to answer that question. You must continue to update that information to City Purchasing during the full course of the contract. The Vendor is to be aware and familiar with the Ethics Code, and educate vendor workers accordingly.

Contract Workers with more than 1,000 Hours

The Ethics Code has been amended to apply to vendor company workers that perform more than 1,000 cumulative hours on any City contract during any 12-month period. Any such vendor company employee covered by the Ethics Code must abide by the City Ethics Code. The Vendor is to be aware and familiar with the Ethics Code, and educate vendor workers accordingly.

No Conflict of Interest.

Vendor (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Vendor performance. The City shall make sole determination as to compliance.

Proposal Disposition.

All material submitted in response to this RFP shall become the property of the City upon delivery to the Buyer.

8. EVALUATION PROCESS

An Evaluation Committee comprised of the City and other Participating Public Agencies will evaluate Proposals to select the Proposal(s) that is responsive, responsible and the most advantageous to the City and U.S. Communities. The objective of the evaluation is to determine which Proposals provide the best value in terms of acceptability of technical and all other evaluation factors, including price. The Evaluation Committee will employ only those evaluation criteria set forth below and in addenda that might be issued. An evaluation criterion is deemed to include any unstated sub-criterion that reasonably might be included within the scope of the stated criterion.

Proposals will be evaluated based on the information received before the Proposal deadline. Any part of a Proposal received after the Proposal deadline that the City Buyer declares to be late may be rejected without evaluation in accordance with Section 6 of the City of Seattle Commercial Provisions.

City Purchasing shall first review submittals for initial decisions on responsiveness and responsibility. Those found responsive and responsible based on this initial review shall proceed to evaluation. This review includes such things as timely submittal, compliance to Equal Benefits (for City evaluation only), Minimum Qualifications for those specifications upon which the Proposer is submitting, U.S. Communities Administration Agreement (signed unaltered), a positive response to questions in the Supplier Worksheet for National Program Consideration and inclusion of all required forms.

Technical Proposals will be opened first and reviewed for basic responsiveness and compliance with the RFP by the City. Any Proposals that are egregiously inadequate or incomplete or clearly below the bounds of reasonable standard of care will be considered non-responsive, rejected, and dropped from further consideration. Price Proposals will then be opened by the City Purchasing and checked only to confirm that the forms are included

CITY OF SEATTLE COMMERCIAL PROVISIONS

and filled out, i.e. that they are basically responsive.

Proposals that are deemed to be responsive will be then be provided with and asked to complete PRICING ATTACHMENT B-1 (Sample Projects) within 3 business days of being notified.

EVALUATION CRITERIA AND RELATIVE WEIGHTS

The Evaluation Committee will review each responsive Proposal and establish two intermediate scores, a Technical Score and a Price Score, which will then be combined into the Total Score for each Proposal. The City has established the following relative weights for the Technical Proposal and the Price Proposal.

- Technical Proposal 60%
- Price Proposal 40%

TECHNICAL PROPOSAL EVALUATION

The Evaluation Committee will employ the following main criteria and relative weights in evaluating Technical Proposals:

- | | |
|--|-----|
| A. Products and Services Offering | 10% |
| B. Ability to meet the Specification requirements in Attachment A | 25% |
| C. Proven Experience of the Company's success in providing Flooring Products And Accessories, Installation and Related Services on a nationwide and local basis in a timely manner. | 5% |
| D. Depth of response to Supplier Qualifications and Supplier Information | 20% |
| a. Company Profile – The ability for the Company to provide positive References; demonstrate its reputation in the marketplace, experience, capability, and financial stability | |
| b. Distribution – The ability of your Company to distribute products nationwide. | |
| c. Marketing – The Company's marketing plan to promote this contractual agreement to Participating Public Agencies nationwide. | |
| d. Products/Services – The Company's ability to provide products and services by the major categories set forth in the Introduction and Background Section of this RFP. | |
| e. Administration – The Company's ability to administer the contract nationwide. | |
| f. Staffing Plan – The ability of your Company to dedicate personnel for this contract. | |
| g. Environmental – The Company's environmental initiatives. | |

The Evaluation Committee may use more detailed unstated evaluation sub-criteria as long as those sub-criteria generally correlate with the main criteria stated in this Section.

PRICE PROPOSAL EVALUATION

The basis of evaluation and ranking of Price Proposals will be Attachments B and B-1. Proposer is to complete Attachment B and provide its complete offer of Flooring Products

CITY OF SEATTLE COMMERCIAL PROVISIONS

and Accessories, Installation, and Related Services. Once Proposal is deemed responsive, Proposer will then be asked to complete PRICING ATTACHMENT B-1 (Sample Projects) within 3 business days of being notified by City Purchasing. Proposer will utilize its pricing in ATTACHMENT B to complete PRICING ATTACHMENT B-1. Proposals will then be scored and ranked.

DISCUSSIONS

Discussions may be conducted individually with each Proposer. Discussions may include meetings or telephone conversations between individual Proposers and all or part of the Evaluation Committee, or written correspondence between the City and the Proposer. However, oral representations by either the City or a Proposer, while useful and necessary to progress the course of the discussions, shall not be considered binding. Discussions shall include any exceptions taken by the Proposer.

NEGOTIATIONS

The Evaluation Committee will recommend that the highest ranked Proposer be selected for award or that the City enter into negotiations with the highest ranked Proposer. Should there be negotiations with the highest ranked Proposer and should they not be successful in the opinion of the City, the City reserves the right to enter into negotiations with the second highest ranked Proposer and award to that Proposer if the negotiations are successful.

Notice of Intent to Award will be sent to the selected Proposer. Following the final approval by the City, originals of the Contract Documents will be forwarded to the successful Proposer for signature.

9. AWARD AND CONTRACT EXECUTION INSTRUCTIONS

The RFP Coordinator intends to provide written notice of the intention to award in a timely manner and to all Vendors responding to the Solicitation.

Protests and Complaints.

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this RFP process. Please see the City website at <http://www.seattle.gov/purchasing> for these rules. Interested parties have the obligation to be aware of and understand these rules, and to seek clarification as necessary from the City. Note that there are time limits on protests and Bidders have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

No Debriefs.

The City issues results and award decisions to all proposers. The City does not provide debriefs.

Instructions to the Apparently Successful Vendor(s).

The Apparently Successful Vendor(s) will receive an Intent to Award Letter from the RFP Coordinator after award decisions are made by the City. The Letter will include instructions for final submittals that are due prior to execution of the contract or Purchase Order.

If the Vendor was allowed to request exceptions in the instructions (Section 6), and chose to do so, the City will review and select those the City is willing to accept. There will be no discussion on exceptions. Once the Contract is formulated, the City may identify proposal elements that require further discussion in order to align the proposal and contract fully with

CITY OF SEATTLE COMMERCIAL PROVISIONS

City business needs before finalizing the agreement. If so, the City will initiate the discussion and the Vendor is to be prepared to respond quickly in City discussions. The City has provided no more than 15 calendar days to finalize such discussions. If mutual agreement requires more than 15 calendar days, the City may terminate negotiations, reject the Proposer and may disqualify the Proposer from future submittals for these same products/services, and continue to the next highest ranked Proposal, at the sole discretion of the City. The City will send a final agreement package to the Vendor for signature.

Once the City has finalized and issued the contract for signature, the Vendor must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Vendor fails to execute the contract with all documents within the ten (10) day time frame, the City may cancel the award and proceed to the next ranked Vendor, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may result in Proposer disqualification for future solicitations for this product/service.

Checklist of Final Submittals Prior to Award.

The Vendor(s) should anticipate that the Letter will require at least the following. Vendors are encouraged to prepare these documents as soon as possible, to eliminate risks of late compliance.

- Seattle Business License is current and all taxes due have been paid.
- State of Washington Business License.
- Certificate of Insurance (if a hard-copy is required by the specifications)
- Special Licenses (if any)
- Approved Contract Bond (if applicable)
- Intent to Pay Prevailing Wages (for prime and any subcontractors)

Taxpayer Identification Number and W-9.

Unless the Vendor has already submitted a Taxpayer Identification Number and Certification Request Form (W-9) to the City, the Vendor must execute and submit this form prior to the contract execution date.



w9 2011.pdf

Attachment #1: Insurance Requirements



Attachment #3: Prevailing Wages

Building services and janitorial, King County Skilled Craft and Labor categories and Benefit Codes.

CITY OF SEATTLE COMMERCIAL PROVISIONS



3_3_2011_pwRates_
King.pdf

**CITY OF SEATTLE
CONTRACT**

Terms and Conditions

1. **Entire Agreement.** This Contract comprises the entire agreement between the City of Seattle (Seattle) and the Contractor. The contract is defined to explicitly include the City's Purchase Order, Contractor Offer including all attachments, Addendum to the Proposal, the Proposal specifications, the Proposal instructions and Proposal Attachments. Where there are conflicts between these documents, the controlling documents will be in that same sequence, with the first taking priority over the last listed.
2. **Mutual Acceptance:** This Contract has been accepted by both parties upon signature by the City of Seattle. The Contractor may provide an adjoining signature, or may indicate mutual acceptance by receiving the Contract from the City without objection. If the Contractor objects, the Contractor must provide immediate written notice to the City Purchasing Department upon receipt of the Contract.
3. **Term:** Any term specified in the solicitation or specification shall prevail. Should this be a one-time purchase, the Contract shall commence on the date the City's Buyer signs the same and shall expire sixty (60) days after delivery and acceptance of last item. If a Blanket Contract award, this contract shall be for the term specified in the solicitation, and if not specified shall be five years, with one two-year extension allowed at the option of the City. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. The Contractor may provide also provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.
4. **Schedule:** Unless the City Buyer issues a written change, Contractor shall deliver the items or render the services by the "Last Item Due Date" stated on the Contract signature page. At the City's option, Contractor's failure to timely deliver or to perform may require expedited shipping at Contractor's expense, or may be cause for termination of the Contract and the return of all or part of the items at Contractor's expense. If Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City's Buyer of such difficulty and the length of the anticipated delay.
5. **Limits of Sales to Authorized Products and Services:** Contractor has responsibility to limit sales to those products or services authorized within the contract, whether authorized by changes and amendments or stated within the original contract scope. The Contractor is responsible for refusing orders that are not properly authorized by the contract or through other proper Purchase Orders issued by authorized persons from the City. If the Contractor has consistent sales of unauthorized products or services, the City reserves the right to use any of the following: terminate the contract in accordance with termination provisions, place the Contractor payments on "hold" for all incoming invoices while the City determines which are authorized items eligible for payment, and/or refuse certain invoices that contain non-authorized items.
6. **Adjustments:** The City Buyer at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; extension of contract duration, and ancillary matters that Contractor may accommodate without substantial additional expense to the City.
7. **Changes and Expansion Authority:** No modification of this Contract shall be effective unless in writing and signed by an authorized representative of the City. The only person authorized to make amendments on behalf of the City is the designated Buyer from City Purchasing, Department of Finance and Administrative Services. The City Buyer may also be termed as the City RFP Coordinator. The City Buyer shall issue change notices to Contractor, and such notices shall take be considered to take effect and be mutually acceptable, upon sole signature of the City Buyer, unless

CITY OF SEATTLE CONTRACT

written objection of the notice is received by the Contractor upon Contractor receipt of the change notice.

8. **Expansion:** This contract may be expanded as mutually agreed, if such expansion is approved by the City Buyer. Expansions must be issued in writing from the City Buyer in a formal notice. The Buyer will ensure the expansion meets the following criteria collectively: (a) it could not be separately proposal, (b) the change is for a reasonable purpose, (c) the change was not reasonably known to either the City or Contractors at time of proposal or else was mentioned as a possibility in the proposal (such as a change in environmental regulation or other law); (d) the change is not significant enough to be reasonably regarded as an independent body of work; (e) the change could not have attracted a different field of competition; and (f) the change does not vary the essential identity or main purpose of the contract. The Buyer shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required in the opinion of the Buyer. Note that certain changes are not considered an expansion of scope, including an increase in quantities ordered, the exercise of options and alternates in the proposal, or ordering of work originally identified within the originating solicitation. If such changes are approved, changes are conducted as a written order issued by the City Purchasing Buyer in writing to the Contractor.

9. **Invoices:** Invoices must show line item detail and price for each. Invoices must provide the name of the City employee that placed the order, and the City Contract Number. If the pricing structure is based upon a discount below list, or a mark-up above cost, then the Contractor must provide a method for tracking the cost of the item to the City, with the City discount calculation displayed so that pricing discounts can be easily tracked and verified by the City.

For contracts where prevailing wages are required, the Contractor must include a statement that certifies Prevailing Wages have been paid for the Contractor and subcontractors, if any.

10. **Delayed Invoice Submittal:** Invoices must be submitted to the City within 60 days, whichever is the latest, of either the date the City received, inspected and accepted delivery of all goods, the date the City accepted final completion of all services, or the date of receipt of a correct invoice, whichever date is later.

11. **Payment:** Seattle agrees to compensate as specified herein or attached, in consideration of acceptable Contractor performance. Payment shall only be made for services performed and/or product delivered, after receipt, review and authorization by the City. Such payment shall be paid according to early payment discount terms, or if no early payment discount is offered, thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from the acceptance date after delivery of all goods, City acceptance after completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. All dollars referenced in this Contract and attachments are US Dollars. Also see "Dispute" section for payment of items in Dispute.

12. **Late Invoice Payment:** If the City pays an invoice after the 30 day allowance, the Contractor may charge the City no more than 1% interest calculated upon the total invoice amount. The Contractor is not entitled to any late fees or penalties for late payments. Per RCW Chapter 39.76.010.

13. **Overages/Underages:** Shipments shall match the purchase order, any unauthorized advance or excess shipments are returnable at Contractors expense. The City is not obligated to return overages and will not pay for overages.

14. **Taxes, Fees and Licenses.**

CITY OF SEATTLE CONTRACT

Fees and Licenses: Contractor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or charges and to immediately comply with said changes during the entire term of this Contract. Contractor must pay all custom duties, brokerage or import fees where applicable as part of the contract price. Contractor shall take all necessary actions to ensure that materials or equipment purchased are expedited through customs.

Taxes: Where required by state statute, ordinance or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, Seattle agrees to pay State of Washington sales or use taxes on all applicable consumer services and materials purchased. No charge by the Contractor shall be made for federal excise taxes and Seattle agrees to furnish Contractor with an exemption certificate where appropriate.

Withholding payment for taxes/business license fees due the City of Seattle: If specified by Seattle Municipal Code the Director of the Department of Finance and Administrative Services may withhold payment due a City contractor pending satisfactory resolution of unpaid taxes and fees due the City.

Supplier is to calculate and enter the appropriate Washington State and local sales tax on the invoice. Tax is to be computed on new items after deduction of any trade-in, in accordance with WAC 458-20-247.

15. **Pricing:** Pricing reflects the following agreements. These are in addition to annual Prevailing Wage adjustments if required. The Buyer may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of proposal or other circumstances beyond the control of both parties, as determined in the opinion of the Buyer. Such changes (whether increases or decreases) may only be issued by the City Purchasing Buyer (Department of Finance and Administrative Services). No other individual or City Department is authorized to approve such modifications. Changes shall be issued in writing by the City Purchasing Buyer. Absent a written contract document, such changes shall not be considered effective. The Change Order shall not require joint signature, and implies concurrence unless the Contractor rejects in writing immediately upon receipt of such a Change Order.

Requests for Price Decreases: Contractors can offer volume discounts or improved pricing that is more favorable to the City at any time, when a specific order is placed or when a long-term change in costs allows the Contractor to offer a permanent change to the contract prices. Requests that reduce pricing charged to the City may be delivered to the City Purchasing Buyer at any time during the contract period. Such price reductions should use the same pricing structure as the original contract (i.e. discounts below list, mark-up above, fixed price, or hourly rates). The City may likewise initiate a request to the Contractor for price reductions, subject to mutual agreement of the Contractor.

Requests for Price Increases: Requests that increase costs to the City must be delivered to the City Purchasing Buyer in accordance to the rules below. No other employee may accept a rate increase request on behalf of the City. Any invoice that is sent to the City with pricing above that specified by the City in writing within this Contract or specified within an official written change issued by City Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

- B. **Discount from Manufacturer List Pricing:** The City will not accept requests to change discount rates below Manufacturer List prices or mark-up above wholesale, except for those that are more

CITY OF SEATTLE CONTRACT

favorable to the City than the original contract. As manufacturer list prices change, the net price to the City will automatically change in the same percentage as the discount rate to the City.

- C. **One-time Purchase Order Prices:** If the Proposal is for a one-time purchase, pricing shall be firm and fixed for that purchase, and shall not be subject to requests for price increases by the Contractor. With this said, the Contractor may submit requests to reduce and decrease the price.
- D. **Hourly Rates or Service Pricing:** For multi-year contracts that provide services. The Contractor may submit a price reduction that implements a lower and more favorable cost to the City at anytime during the contract. Contractor requests for rate increases must be no sooner than two years after contract signature, are at the discretion of the Buyer; and must be:
1. The direct result of increases to wage rates and do not exceed the CPI Index or other appropriate service rate index agreed upon between the Buyer and the Contractor.
 2. Incurred after contract commencement date.
 3. Not produce a higher profit margin than that on the original contract.
 4. Clearly identify the service titles and the hours of service performed if specified within the contract and the before and after wage rates for such titles.
 5. Be filed with Buyer a minimum of 90 calendar days before the effective date of proposed increase.
 6. Be accompanied by detailed documentation acceptable to the Buyer sufficient to warrant the increase.
 7. The United States published indices such as the Consumer Price Index or other government data may be referenced to help substantiate the Contractor's documentation. A link to the CPI Data is available at <http://data.bls.gov/PDQ/outside.jsp?survey=wp>.
 8. The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
 9. Should not deviate from the original contract pricing scheme/methodology
- E. **Fixed Product Pricing:** For product and supply contracts that provide on-going, multiple year supply. The Contractor may submit notice of a price reduction that provides more favorable and lower prices to the City, at any time during the contract. Requests by the Contractor to increase pricing shall be no sooner than two years after the execution of the contract, are at the discretion of the Buyer; and must also be:
1. The direct result of increases at the manufacturer's level (or if Contractor is a supplier of a raw material delivered directly to the City such as cement or soil, the increase must be verified at the supplier level).
 2. Incurred after contract commencement date.
 3. Not produce a higher profit margin than that on the original contract.
 4. Clearly identify the items impacted by the increase.
 5. Be filed with Buyer a minimum of 90 calendar days before the effective date of proposed increase.
 6. Be accompanied by detailed documentation acceptable to the Buyer sufficient to warrant the increase.
 7. The United States published indices such as the Producer Price Index or other government data may be referenced to help substantiate the Contractor's documentation. A link to the PPI Commodity Data is available at <http://data.bls.gov/PDQ/outside.jsp?survey=wp>.
 8. The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
 9. Should not deviate from the original contract pricing scheme/methodology.
16. Seattle will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the higher price has been accepted by the City and the contract amended, the invoice may be rejected and returned to the Contractor for corrections.
17. **Catalogue and Manufacturer List Pricing:** Upon City request, the Contractor shall provide access

CITY OF SEATTLE CONTRACT

to the "Manufacturer's Current Price List" in electronic and/or paper format. Such requests may be for current catalogue pricing or for past catalogue that are within the term of the contract.

18. **Cancellation of Orders:** The City may cancel an order before delivery without penalty or charge, providing that the Contractor has not incurred any special production costs such as custom fabrication in fulfilling the order. If the City cancels the order after production has begun for a non-standard or custom order, then the Contractor may charge the customer reasonable expenses incurred up until the date of the cancellation, that cannot be reasonably avoided or offset by the Contractor, not in any event to exceed 10% of the total cost of the order.

19. **Returns and Restocking:** Unless specified otherwise in the Solicitation the following shall apply:
Contractor Error: No restocking charge for items ordered due to Contractor error. Contractor pays all shipping costs.

Standard Stock items: No restocking fee applies if new, unused, in original packaging and shipped back within 30 days of receipt by the City. Customer pays the shipping cost.

Non-Standard or Custom items: Item(s) may be returned if new, unused, in original packaging and shipped back within 30 days of receipt. If the City cancels the order after production has begun for a non-standard or custom order, then the Contractor may charge the customer reasonable expenses incurred up until the date of the cancellation, that cannot be reasonably avoided or offset by the Contractor, not in any event to exceed 10% of the total cost of the order..

Fabricated Items: Items that are custom engineered and fabricated to design specifications may be returned under the terms negotiated between the parties upon request of the City.

Failure to perform: If Contractor has presented a particular product as suitable and fit for the purpose described by the City herein or upon order by the City, and the product fails to perform as advised and/or specified, that shall be defined as a Contractor error. No restocking charge shall be charged to the City. Further, if such fitness could not have been determined until the product had been in use, the City may return the product opened and used within 30 days of receipt without penalty or charges due to the City.

20. **Idling Prohibited (Delivery Services):** Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City for more than five minutes. The City requires Contractors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when a vehicle is making deliveries and associated power is necessary; when the engine is used to provide power in another device, and if required for proper warm-up and cool-down of the engine. Specific examples include "bucket" trucks that allow a worker to reach wires on telephone poles or tree branches for trimming; and vehicles with a lift on the back of a truck to move products in and out of the truck. The City of Seattle has a commitment to reduction of unnecessary fuel emissions. The City intends to improve air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices.

21. **Travel and Direct Charges:** If the specifications and scope of work for this purchase have specifically identified travel and/or direct costs that the City intends to reimburse, then the following requirements shall apply. All such expenses must be pre-approved in writing by the Project Manager. If the specifications and scope of work do not clearly identify such costs for compensation, than no compensation will be given.

- City will reimburse the Contractor at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently

CITY OF SEATTLE CONTRACT

accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses. Direct charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants or subcontractors.

- The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant/subcontractor paid invoices, and other supporting documents used by the Contractor to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
 - The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Seattle Travel Policy, details of which can be provided upon request.
 - **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
 - **Meals:** Meals will be reimbursed at the Federal Per Diem daily rate for the city in which the work is performed and do not require receipts or additional documentation. The City will not reimburse for alcohol at any time.
 - **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published Runzheimer Cost Index for the city in which the work was performed. Receipts detailing each day / night lodging are required. The City will reimburse at the single occupancy rate. As an alternative, lodging billed at the published Federal Per Diem daily rate for the city in which the work is performed does not require receipts or additional documentation. In this case, the invoice needs to state "the lodging is being billed at the Federal Per Diem daily rate."
 - **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate is 50.0 cents per mile.)
 - **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses (the City will only pay for the rental of "Compact" vehicles unless three or more persons are sharing one vehicle in which case a "Mid-sized" vehicle rental is acceptable).
 - **Miscellaneous Travel** (e.g. parking, gas, taxi, shuttle, tolls, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
 - **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred. Receipts are required for all miscellaneous expenses that are billed.
 - **Subcontractor:** Subcontractor expenses will be reimbursed at the actual cost incurred. Copies of all subcontractor invoices that are rebilled to the City are required.
22. **Delivery Time:** Except when instructed otherwise, delivery must be made during normal working hours and within timeframes proposed by Contractor herein and as accepted by Seattle. Failure to comply may subject Contractor to non-delivery assessment charges and/or damages as appropriate. Seattle reserves the right to refuse shipment when delivered before or after normal working hours.

**CITY OF SEATTLE
CONTRACT**

Contractor shall verify specific working hours of offices and so instruct carrier(s) to deliver accordingly. The acceptance by Seattle of late performance without objection or reservation shall not waive the right of Seattle to claim damages for such breach, nor preclude Seattle from pursuing any other remedy provided herein, including termination, nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.

23. **Title, Risk of Loss, Freight, Overages or Underages:** Contractor warrants that Contract has properly produced, stored, packaged, boxed and shipped the products and goods for delivery, at Contractor's expense. No charges will be allowed for handling that includes but is not limited to packing, wrapping, bags, containers, or reels, unless otherwise stated herein. All deliveries are to be made to the applicable delivery location in accordance with Interstate Commerce Commission rules or as indicated in Purchase Order. When applicable, Contractor shall take necessary actions to safeguard items during inclement weather. Title of goods received under this contract shall remain with the Contractor until they are delivered, inspected and accepted at the address specified, at which time title passes to Seattle. Regardless of FOB point, Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery, inspection and acceptance by Seattle. Such loss, injury, or destruction shall not release Contractor from any obligations under. Prices include freight prepaid and allowed. Contractor assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges. Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.
24. **Identification:** All invoices, packing slips, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written documents affecting this contract shall be identified by the applicable purchase order number. Packing lists shall be enclosed with each shipment, indicating the contents therein.
25. **Rejection of Goods:** Goods shall not be deemed accepted until the City completes receipt, inspection and acceptance. The City may reject goods upon notice to the Contractor without the requirement to specify the reason(s) for rejection. The City can return non-conforming goods, require Contractor to replace non-conforming goods, or require Contractor to repair non-conforming goods to meet requirements, at the Contractor cost.
26. **Liens:** Contractor warrants all products are free and clear of liens.
27. **Contract Notices:** Contract notices shall be delivered to the Buyer at the addresses specified in the solicitation.
28. **Representations:** Contractor represents and warrants that it has the requisite training, skill and experience necessary to provide Work and is appropriately accredited and licensed by all applicable agencies and governmental entities.
29. **Warranties:** Contractor warrants that all materials, equipment, and/or services provided under this Contract shall be fit for the purpose(s) for which intended, for merchantability, are properly packaged, proper instructions and warnings are supplied, that all goods comply with applicable safety and health standards, that an MSDS Sheet is supplied as required by law, and that products or services conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by Seattle shall not alter or affect the obligations of the Contractor or the rights of Seattle.
30. **Independent Contractor:** It is the intention and understanding of the Parties that Contractor shall be an independent contractor and that Seattle shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of the Contractor shall not be

CITY OF SEATTLE CONTRACT

deemed to convert this Contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that Seattle is not the exclusive user of the services that Contractor provides.

31. **Inspection:** Work shall be subject, at all times, to inspection by and with approval of Seattle, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Work in accordance with this Contract, notwithstanding Seattle's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Contractor shall provide sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.
32. **Performance:** Acceptance by Seattle of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.
33. **Affirmative Efforts:**
 - Employment Actions: Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to employment, upgrading, promotion, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training.
 - In accordance with Seattle Municipal Code Chapter 20.42, Contractor shall actively solicit the employment and subcontracting of women and minority group members when there are commercially useful purposes for fulfilling the scope of work.
 - In the event Subcontracting is considered appropriate and feasible to contract performance, the Contractor shall develop a Subcontracting Plan, which also may be referred to as an Outreach Plan. The Subcontracting (Outreach) Plan shall specify the Contractor's affirmative efforts and an agreement to the City for subcontracting to women and minority businesses, and/or diverse employment. The Subcontracting (Outreach) Plan, as submitted and/or as agreed upon with the City thereafter, shall be incorporated as a material part of the Contract. In preparing the Subcontracting (Outreach) Plan, Contractors shall actively solicit qualified, available and capable women and minority-owned businesses to perform the subcontracting work for the contract. The Contractor shall submit the Subcontracting (Outreach) Plan to the City with the solicitation and/or prior to contract execution. At the request of the City, Contractor shall promptly furnish evidence of the Contractor's compliance with these requirements, which may include a list of all subcontractors and/or WMBE subcontractors, and may include a request for copies of the executed agreements between the Contractor and subcontractors, invoices and/or performance reports.
 - If upon investigation, the Director of Finance and Administrative Services finds probable cause to believe that the Contractor has failed to comply with the requirements of this Section, the Contractor shall notified in writing. The Director of Finance and Administrative Services shall give Contractor an opportunity to be heard, after ten calendar days' notice. If, after the Contractor's opportunity to be heard, the Director of Finance and Administrative Services still finds probable cause, s/he may suspend the Contract and/or withhold any funds due or to become due to the

CITY OF SEATTLE CONTRACT

Contractor, pending compliance by the Contractor with the requirements of this Section.

- Any violation of the mandatory requirements of this Section, or a violation of Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.10 (Fair Contracting Practices), Chapter 20.45 (City Contracts – Non-Discrimination in Benefits), or other local, state, or federal non-discrimination laws, shall be a material of contract for which the Contractor may be subject to damages and sanctions provided for by the Contractor Contract and by applicable law. In the event the Contractor is in violation of this Section shall be subject to debarment from City contracting activities in accordance with Seattle Municipal Code Section 20.70 (Debarment).
34. **Assignment and Subcontracting:** Contractor shall not assign or subcontract any of its obligations under this Contract without Seattle’s written consent, which may be granted or withheld in Seattle’s sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Contract except Equal Benefit provisions. Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract, except for Equal Benefit provisions. Seattle’s consent to any assignment or subcontract shall not release the Contractor from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.
35. **Key Persons and Subcontractors.** Contractor shall not transfer, reassign or replace any individual or subcontractor that is determined to be essential or that has been agreed upon in the Contractor’s Subcontracting (Outreach) Plan, without express written consent of Seattle. If during the term of this Contract, any such individual leaves the Contractor’s employment or any named subcontract is terminated for any reason, Contractor shall notify Seattle and seek approval for reassignment or replacement with an alternative individual or subcontractor. Upon Seattle’s request, the Contractor shall present to Seattle, one or more subcontractors or individual(s) with greater or equal qualifications as a replacement. Continued achievement of the Subcontracting (Outreach) Plan that was incorporated into this Contract by reference, if any, and the associated subcontract awards, aspirational goals and efforts, will be one of the considerations in approval of such changes. Seattle’s approval or disapproval shall not be construed to release the Contractor from its obligations under this Contract.
36. **Involvement of Current and Former City Employees.** If a Contractor has any current or former City employees, official or volunteer, working or assisting on solicitation of City business or on completion of an awarded contract, you **must** provide written notice to City Purchasing of the current or former City official, employee or volunteer’s name. The Vendor Questionnaire within your proposal documents prompts you to answer that question. You must continue to update that information to City Purchasing during the full course of the contract. The Vendor is to be aware and familiar with the Ethics Code, and educate vendor workers accordingly.
37. **Equal Benefits.**
- Compliance with SMC Ch. 20.45: The Contractor shall comply with the requirements of SMC Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which the Contractor is obligated to provide the same or equivalent benefits (“equal benefits”) to its employees with domestic partners as the Contractor provides to its employees with spouses. At Seattle’s request, the Contractor shall provide complete information and verification of the Contractor’s compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Contract. (For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules call (206) 684-0430 or review information at [http://cityofseattle.net/contract/equalbenefits/.](http://cityofseattle.net/contract/equalbenefits/))
 - Remedies for Violations of SMC Ch. 20.45: Any violation of this section shall be a material breach of Contract for which the City may:

**CITY OF SEATTLE
CONTRACT**

- a. Require the Contractor to pay actual damages for each day that the Contractor is in violation of SMC Ch. 20.45 during the term of the Contract; or
- b. Terminate the Contract; or
- c. Disqualify the Contractor from proposing on or being awarded a City contract for a period of up to five (5) years; or
- d. Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated there under.

38. **Publicity:** No news release, advertisement, promotional material, tour, or demonstration related to the City's purchase or use of the Contractor's product or any work performed pursuant to this Contract shall be produced, distributed or take place without the prior, specific written approval of the City's Project Director or his/her designee.

39. **Proprietary and Confidential Information:**

1. Contractor understands that any records (including but not limited to proposal or proposal submittals, the Agreement, and any other contract materials) it submits to the City, or that are used by the City even if the Contractor possesses the records, are public records under Washington State law, RCW Chapter 42.56. Public records must be promptly disclosed upon request unless a statute exempts them from disclosure. The Contractor also understands that even if part of a record is exempt from disclosure, the rest of that record generally must be disclosed.

2. If the City receives a public disclosure request made pursuant to RCW 42.56, the City will not assert an exemption from disclosure on behalf of the Contractor. For materials that the Contractor has properly marked, the City may notify the Contractor of the request and postpone disclosure for ten business days to allow the Contractor to file a lawsuit seeking an injunction preventing the release of documents pursuant to RCW 42.56.540. Any notification is provided as a courtesy and is not an obligation on behalf of the City. Unless the Contractor obtains and serves an injunction upon the City before the close of business on the tenth business day after the date of the notification, the City may release the documents. It is the Contractor's discretionary decision whether to file the lawsuit.

3. In order to request that material not be disclosed until receipt of notification of a public disclosure request, you must identify the specific materials and citations very clearly on the City Contractor Questionnaire that you believe are exempt from disclosure. The City will not withhold material for notification if the Contractor simply marked confidential on the document header, footer, stamped on all pages, or offered a generic statement that the entire document is protected. Only material specifically listed and properly cited on the Contractor Questionnaire will be temporarily withheld until the City provides notification of a public disclosure request.

4. If the Contractor does not obtain and serve an injunction upon the City within 10 business days of the date of the City's notification of the request, the Contractor is deemed to have authorized releasing the record.

5. If the Contractor does not submit a request within the Contractor Questionnaire, the Contractor is deemed to have authorized releasing any and all information submitted to the City.

6. Notwithstanding the above, the Contractor must not take any action that would affect (a) the City's ability to use goods and services provided under this Agreement or (b) the Contractor's obligations under this Agreement.

7. The Contractor will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

**CITY OF SEATTLE
CONTRACT**

40. **Indemnification:** To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City. As to the City of Seattle, the Contractor waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.
41. **Insurance:** Unless specified otherwise, the following is in effect. Contractor shall maintain at its own expense at all times during the term of this Contract the following insurance with limits of liability consistent with those generally carried by similarly situated enterprise:
1. Minimum Coverages and Limits of Liability. Contractor shall at all times during the term of this Agreement maintain continuously, at its own expense, minimum insurance coverage's and limits of liability as specified below:
 - A. Commercial General Liability (CGL) insurance, including:
 - Premises/Operations
 - Products/Completed Operations
 - Personal/Advertising Injury
 - Contractual
 - Independent Contractors
 - Stop Gap/Employers Liability

With minimum limits of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage ("CSL"), except:

\$1,000,000	Personal/Advertising Injury
\$1,000,000	each accident/disease/employee Stop Gap/Employer's Liability
 - B. Automobile Liability insurance, including coverage for owned, non-owned, leased or hired vehicles with a minimum limit of liability of \$1,000,000 CSL.
 - C. Worker's Compensation for industrial injury to Contractor's employees in accordance with the provisions of Title 51 of the Revised Code of Washington.
 2. Seattle as Additional Insured. The City of Seattle shall be included as an additional insured under CGL and Automobile Liability insurance for primary and non-contributory limits of liability.
 3. No Limitation of Liability. The limits of liability specified herein in subparagraph 1.A. are minimum limits of liability only and shall not be deemed to limit the liability of Contractor or any Contractor insurer except as respects the stated limit of liability of each policy. Where required to be an additional insured, the City of Seattle shall be so for the full limits of liability maintained by Contractor, whether such limits are primary, excess, contingent or otherwise.
 4. Minimum Security Requirement. All insurers must be rated A- VII or higher in the current A.M. Best's Key Rating Guide and licensed to do business in the State of Washington unless coverage is issued as surplus lines by a Washington Surplus lines broker.

**CITY OF SEATTLE
CONTRACT**

5. Self-Insurance. Any self-insured retention not fronted by an insurer must be disclosed. Any defense costs or claim payments falling within a self-insured retention shall be the responsibility of Contractor.
6. Evidence of Coverage. Prior to performance of any scope of work, Contractor shall provide certification of insurance acceptable to the City evidencing the minimum coverage's and limits of liability and other requirements specified herein. Such certification must include a copy of the policy provision documenting that the City of Seattle is an additional insured for commercial general liability insurance on a primary and non-contributory basis.
42. **Audit:** Upon request, Contractor shall permit Seattle, and any other governmental agency involved in the funding of the Work ("Agency"), to inspect and audit all pertinent books and records of Contractor, any subcontractor, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by Seattle or Agency, including up to six years after the final payment or release of withheld amounts has been made under this Contract. Such inspection and audit shall occur in King County, Washington or other such reasonable location as Seattle or Agency selects. The Contractor shall supply Seattle with, or shall permit Seattle to make, a copy of any books and records and any portion thereof. The Contractor shall ensure that such inspection, audit and copying right of Seattle and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Contract. *Also see Federal provisions for federal access when this contract is paid in part or in whole by federal fund sources.*
43. **Contractual Relationship:** The relationship of Contractor to Seattle by reason of this Contract shall be that of an independent contractor. This Contract does not authorize Contractor to act as the agent or legal representative of Seattle for any purpose whatsoever. Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of Seattle or to bind Seattle in any manner or thing whatsoever.
44. **Supervision and Coordination:** Contractor shall:
- Competently and efficiently, supervise and direct the implementation and completion of all contract requirements specified herein.
 - Designate in its proposal or proposal to Seattle, a representative(s) with the authority to legally commit Contractor's firm. All communications given or received from the Contractor's representative shall be binding on the Contractor.
 - Promote and offer to City of Seattle employees only those materials, equipment and/or services as stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.
45. **Compliance with Law:**
General Requirement: The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

Licenses and Similar Authorizations: The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.

Taxes: The Contractor shall pay, before delinquency, all taxes, import duties, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.

**CITY OF SEATTLE
CONTRACT**

46. **No Gifts or Gratuities:** Contractor shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official, that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Contractor. Promotional items worth less than \$25 may be distributed by the Contractor to City employees if the Contractor uses the items as routine and standard promotions for business. Any violation of this provision may result in termination of this Contract. Nothing in this Contract prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.
47. **Contract Workers with 1,000 Hours:** Throughout the life of the Contract, Contractor shall provide written notice to City Purchasing and the City Project Manager of any contract worker that shall perform more than 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those that the contract worker performs for the Contract, and any other hours that the worker performs for the City under any other contract. Such workers are subject to the requirements of the City Ethics Code, Seattle Municipal Code 4.16. The Contractor shall advise their Contract workers as applicable.
48. **Intellectual Property Rights:**
- Patents:** Contractor hereby assigns to Seattle all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of Contract or any subcontract hereunder. Notwithstanding the above, the Contractor does not convey to Seattle, nor does Seattle obtain, any right to any document or material utilized by Contractor that was created or produced separate from this Contract or was preexisting material (not already owned by Seattle), provided that the Contractor has clearly identified in writing such material as preexisting prior to commencement of the Work. To the extent that preexisting materials are incorporated into the Work, the Contractor grants Seattle an irrevocable, non-exclusive, fully paid, royalty-free right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the Work.
- Copyrights:** For materials and documents prepared by Contractor in connection with Work, Contractor shall retain the copyright (including the right of reuse) whether or not the Work is completed. Contractor grants to Seattle a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the Contractor for Seattle under this Contract. If requested by Seattle, a copy of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by Seattle in connection with the Work, shall be promptly delivered to Seattle.
- Seattle may make and retain copies of such documents for its information and reference in connection with their use on the project. The Contractor does not represent or warrant that such documents are suitable for reuse by Seattle, or others, on extensions of the project, or on any other project. Contractor represents and warrants that it has all necessary legal authority to make the assignments and grant the licenses required by this Section.
49. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract.
50. **Binding Effect:** The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

**CITY OF SEATTLE
CONTRACT**

51. **Waiver:** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by Seattle of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by Seattle of the breach or default of any covenant, term or condition unless otherwise this is expressly agreed to by Seattle, in writing. The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether the same or similar type.
52. **Anti-Trust:** Seattle maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore the Contractor hereby assigns to Seattle any and all claims for such overcharges except overcharges which result from antitrust violations commencing after the price is established under this contract and which are not passed on to Seattle under an escalation clause.
53. **Applicable Law:** This Contract shall be construed under the laws of the State of Washington. The venue for any action relating to this Contract shall be in the Superior Court for King County, State of Washington.
54. **Remedies Cumulative:** Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
55. **Captions:** The titles of sections, or subsections, are for convenience only and do not define or limit the contents.
56. **Severability:** Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.
57. **Disputes:** Seattle and Contractor shall maintain business continuity to the extent practical while pursuing disputes. Any dispute or misunderstanding that may arise under this Contract concerning Contractor's performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between the Contractor's Project Manager and Seattle's Project Manager, or if mutually agreed, referred to the City's named representative and the Contractor's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes, or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract in accordance with the termination provisions herein.

Notwithstanding above, if Seattle believes in good faith that some portion of Work has not been completed satisfactorily, Seattle may require Contractor to correct such work prior to Seattle payment. In such event, Seattle must clearly and reasonably provide to Contractor an explanation of the concern and the remedy that Seattle expects. Seattle may withhold from any payment that is otherwise due, an amount that Seattle in good faith finds to be under dispute, or if the Contractor does not provide a sufficient remedy, Seattle may retain the amount equal to the cost to Seattle for otherwise correcting or remedying the work not properly completed.

58. **Termination:**
For Cause: Seattle may terminate this Contract if the Contractor is in material breach of any terms of this Contract, and such breach has not been corrected to Seattle's reasonable satisfaction in a timely manner.

CITY OF SEATTLE CONTRACT

For City's Convenience: Seattle may terminate this Contract in whole or in part, without cause and for any reason including Seattle's convenience, upon written notice to the Contractor.

Nonappropriation of Funds: Seattle may terminate this Contract at any time without notice due to nonappropriation of funds, whether such funds are local, state or federal grants, and no such notice shall be required notwithstanding any notice requirements that may be agreed upon for other causes of termination.

Acts of Insolvency: Seattle may terminate this Contract by written notice to Contractor if the Contractor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.

Termination for Gifts or Gratuities: Seattle may terminate this Contract by written notice to Contractor if Seattle finds that any gratuity in the form of entertainment, a gift, or otherwise, was offered to or given by the Contractor or any agent therefor to any City official, officer or employee, as defined above.

Notice: Seattle is not required to provide advance notice of termination. Notwithstanding, the Buyer may issue a termination notice with an effective date later than the termination notice itself. In such case, the Contractor shall continue to provide products and services as required by the Buyer until the effective date provided in the termination notice.

Actions upon Termination: In the event of termination not the fault of the Contractor, the Contractor shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under the Contract. The Contractor agrees that this payment shall fully and adequately compensate the Contractor and all subcontractors for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Contract. Upon termination for any reason, the Contractor shall provide Seattle with the most current design documents, contract documents, writings and other product it has completed to the date of termination, along with copies of all project-related correspondence and similar items. Seattle shall have the same rights to use these materials as if termination had not occurred.

59. **Force Majeure – Suspension and Termination:** This section applies in the event that either party is unable to perform the obligations of this contract because of a Force Majeure event as defined herein, to the extent that the Contract obligations must be suspended in full. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body, which prevents performance.

Force Majeure under this Section shall only apply in the event that performance is rendered not possible by either party or its agents. Should it be possible to provide partial performance that is acceptable to the City under Section #2 (Emergencies or Dias asters), Section #2 below shall instead be in force.

Should either party suffer from a Force Majeure event and is unable to provide performance, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance.

CITY OF SEATTLE CONTRACT

Upon receipt of such notice, the party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If such Event affects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

60. **Major Emergencies or Disasters:** The City may undergo an emergency or disaster that may require the Contractor to either increase or decrease quantities from normal deliveries, or that may disrupt the Contractor's ability to provide normal performance. Such events may include, but are not limited to, a storm, high wind, earthquake, flood, hazardous material release, and transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above. In such events, the following shall apply.
- (a) The City shall notify the Contractor that the City is experiencing an emergency or disaster, and will request emergency and priority services from the Contractor.
 - (b) The City may request that the Contractor provide either increased or decreased quantities from traditional orders, or may request Contractor provide additional products or services.
 - (c) Upon such notice by the City, the Contractor shall make reasonable efforts to provide the City the materials in the quantities requested and within the schedule specified by the City, adhering to the conditions in this Section.
 - (d) The City of Seattle shall be the customer of first priority for the Contractor, except where preceded by State or Federal government mandates. The Contractor shall provide its best and priority efforts to provide the requested goods and/or services to the City of Seattle in as complete and timely manner as possible. Such efforts by the Contractor are not to be diminished as a result of Contractor providing service to other customers, except as mandated by State or Federal governments.
 - (e) If the Contractor is unable to respond in the time and/or quantities requested by the City, the Contractor shall promptly assist the City to the extent practicable, to gain access to alternative materials and/or services. This may include:
 - a. Coordinating with other distributors or subsidiaries beyond those in the local region to fulfill order requests;
 - b. Offering the City substitutions provided the Contractor obtains prior approval from the City for such substitution.

The Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). However, in the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, the Contractor shall charge the City a price not to exceed the cost/profit formula found in this Contract.

61. **Interlocal Cooperation Act:** RCW 39.34 allows cooperative purchasing between public agencies, and other political subdivisions. SMC 20.60.100 also allows nonprofits to use these agreements. Such agencies that file an Intergovernmental Cooperative Purchasing Agreement with the City of Seattle may purchase from Contracts established by the City. Unless Contractor declines on the Offer submitted by the Seller to the City, the Contractor agrees to sell additional items at the proposal prices, terms and conditions, to other eligible governmental agencies that have such agreements with the City. The City of Seattle accepts no responsibility for the payment of the purchase price by other governmental agencies. Should the Contractor require additional pricing for such purchases, the Contractor is to name such additional pricing upon Offer to the City.

62. **City Debarment:** In accordance with SMC Ch. 20.70, the Director of Finance and Administrative Services or designee may debar a Contractor from entering into a Contract with the City or from

CITY OF SEATTLE CONTRACT

acting as a subcontractor on any Contract with the City for up to five years after determining that any of the following reasons exist:

- 1) Contractor has received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City Contracts.
- 2) Contractor failed to comply with City ordinances or Contract terms, including but not limited to, ordinance or Contract terms relating to small business utilization, discrimination, prevailing wage requirements, equal benefits, or apprentice utilization.
- 3) Contractor abandoned, surrendered, or failed to complete or to perform work on or in connection with a City Contract.
- 4) Contractor failed to comply with Contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.
- 5) Contractor submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a Contract.
- 6) Contractor colluded with another contractor to restrain competition.
- 7) Contractor committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Contract for the City or any other government entity.
- 8) Contractor failed to cooperate in a City debarment investigation.
- 9) Contractor failed to comply with SMC 14.04, SMC Ch. 14.10, SMC Ch. 20.42, or SMC Ch. 20.45, or other local, State, or federal non-discrimination laws.

The Director may issue an Order of Debarment after adhering to the procedures specified in SMC 20.70.050. The rights and remedies of the City under these provisions are in addition to any other rights and remedies provided by law or under the Contract.

63. Recycled Product Requirements: To promote and encourage environmentally sustainable practices for companies doing business with the City, the City requires that Contractors under City contract use environmentally preferable products in production of City work products.

Green Seal Products: Contractor shall use Green Seal, Eco-Logo or other certified cleaning products if approved by the City, in performance of all cleaning and janitorial work to protect the health, safety, wellness and environmentally sustainable practices that the City requires of companies doing business with the City. Cleaning products, floor care products and other products used in the performance of work that carry a Green Seal certification are required. The Proposer shall identify the products that the Proposer intends to use at the City facilities and shall list them on the Offer Form, with a notation to confirm the Green Seal product certification. The Green Seal website is: <http://www.greenseal.org/findaproduct/index.cfm>. The City has contracts with various Contractors who will supply the winning Proposer with Green Seal certified products for use in performance of City contract work, at City contract pricing. For the list of Contractors, contact the City Buyer.

Paper and Paper Product Requirements: The City desires use of 100% PCF (post consumer recycled content, chlorine-free) Grays Harbor paper, to comply with the City Executive Order and to encourage environmentally preferable practices for City business. Such paper is available at City contract prices from Keeney's Office Supplies at 425-285-0541.

The City prohibits vinyl binders. The City prefers 100% recycled stock Binders. "Rebinders" are a product that fit this requirement and are available at City contract prices from Complete Office at 206-628-0059 or Keeney's Office Supplies at 425-285-0541. Please do not use binders or plastic folders, unless essential. Note - Keeney's is a Women Owned Firm and may be noted on your Outreach Plan.

CITY OF SEATTLE CONTRACT

Contractors shall duplex materials prepared for Seattle under this Contract, whether materials are printed or copied, except when impracticable due to the nature of the product. This is executed under the Mayor's Executive Order, issued February 13, 2005.

64. **Workers Right to Know:** "Right to Know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-800-108 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on this RFP, RFP or contract proposal and subsequent award, must include with each delivery completed Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: the identity of the hazardous material, appropriate hazardous warnings, and the Name and Address of the chemical manufacturer, importer, or other responsible party. Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients: and "routes of entry" of the product(s) in question.

65. **Davis Bacon Act.**

If this work has federal funding, work in this contract is subject to prevailing wage requirements for both the State (RCW Chapter 39.12) and federal (Davis-Bacon and related acts), if such work has an applicable wage category. The Contractor and all subs must then comply with the Davis-Bacon Act (includes (40 U.S.C. 276a to a-7) and related Acts (Walsh-Healy Public Contracts Act for manufacturer, and the McNamara-O'Hara Service Contract Act for services), as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

66. The Contractor and every Subcontractor must then pay the greater of the State prevailing wage rates and the federal prevailing wage rates as issued by the Secretary of Labor, on a classification by classification basis. Contractors shall be required to pay wages not less than once a week. The Contractor shall report all suspected or reported violations to the City.

<http://www.gpo.gov/davisbacon/wa.html>

67. **Prevailing Wage Requirements.**

a. If this contract is subject to prevailing wages, as required by RCW 39.12 (Prevailing Wages on Public Works) and RCW 49.28 (Hours of Labor) as amended or supplemented, Contractor shall be responsible for compliance by the Contractor and all subcontractors with all provisions herein.

b. Filing Your Intent: The awarded Contractor and all subcontractors shall file an Intent to Pay Prevailing Wage Form concurrent with the execution of the contract.

- To do so, the Contractor and any of their subcontractors will require a Contract Number and Start Date. The Buyer will tell you the Contract Number; the start date is the date your contract is signed.
- The Contractor shall then promptly submit the Intent to the Department of Labor & Industries (L&I) for approval.
- The Contractor also shall require any subcontractor to also file an Intent with L&I.
- This must be done online at the L&I website:
<http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>.
- If unable to file on-line, a paper copy of the approved Intent shall instead be promptly provided to the Buyer.
- The Contractor shall notify the Buyer of the Intents that are filed by both the Contractor and all subs,

c. Contractor and any subcontractor shall not pay any laborer, worker or mechanic less than the

CITY OF SEATTLE CONTRACT

prevailing hourly wage rates that were in effect at the time of proposal opening for the worker classifications that are provided for under Prevailing Wages as issued by the State of Washington for the County in which the work shall be performed.

- d. Vocationally handicapped workers, i.e. those individuals whose earning capacity is impaired by physical or mental deficiency or injury, may be employed at wages lower than the established prevailing wage. The Fair Labor Standards Act requires that wages based on individual productivity be paid to handicapped workers employed under certificates issued by the Secretary of Labor. These certificates are acceptable to the Department of Labor and Industries. Sheltered workshops for the handicapped may submit a request to the Department of Labor and Industries for a special certificate, which would, if approved, entitle them to pay their employees at wages, lower than the established prevailing wage.
- e. In certain situations, an Intent to Pay Prevailing wages shall be filed with the L&I and the Buyer, but the Contractor may indicate an exception on the Intent form that exempts the prevailing wages rates for the following:
 - Sole owners and their spouse.
 - Any partner who owns at least 30% of a partnership.
 - The president, vice-president, and treasurer of a corporation if each one owns at least 30% of the corporation.
 - Workers regularly employed on monthly or per diem salary by state or any political subdivision created by its laws.
- f. Prevailing Wage rates in effect at the time of proposal opening are attached. These wages remain in effect for the duration of this contract, except for annual adjustments required by this agreement for multi-year contracts (where contract is longer than one year) and for building service maintenance (janitorial, waxers, shampooers, and window cleaners).
- g. It is the sole responsibility of the Contractor to assign the appropriate classification and associate wage rates to all laborers, workers or mechanics that perform any work under this contract, in conformance with the scope of work descriptions of the Industrial Statistician of the Washington State Department of Labor and Industries.
- h. With each invoice, Contractor will attach or write a statement that wages paid were compliant to applicable Prevailing Wage rates, including the Contractor and any subcontractors.
- i. Upon contract completion, Contractor shall file the Affidavit of Wages Paid (form L700-007-000) approved by the Industrial Statistician of Washington L&I. This may be performed on-line if the Contractor has initiated the original Intent to Pay Prevailing Wage process on line. The receipt of the approved affidavit is required before Seattle can pay the final invoice. The City may withhold payment on any invoice due the Contractor until the approved affidavit is received.
- j. The Contractor shall also ensure that each Subcontractor likewise files an Affidavit.
- k. The Contractor shall notify the Buyer and provide a copy of the Affidavit(s).
- l. For jobs above \$10,000, Contractor is required to post for employees' inspection, the Intent form including the list of the labor classifications and wages used on the project. This may be posted in the nearest local office, for road construction, sewer line, pipeline, transmission line, street or alley improvement projects as long as the employer provides a copy of the Intent form to the employee upon request.
- m. In the event any dispute arises as to what the prevailing wages are for this Contract, and the dispute cannot be solved by the parties involved, the matter shall be referred to the Director of the

CITY OF SEATTLE CONTRACT

Department of Labor and Industries of the State of Washington. In such case, the Director's decision shall be final, conclusive and binding on all parties. If the dispute involves a federal prevailing wage rate, the matter shall be referred to the U.S. Secretary of Labor for a decision. In such case, the Secretary's decision shall be final, conclusive and binding on all parties.

Prevailing Wage rate changes for Service Contracts greater than one year in duration:

- a. This provision only applies to service contracts that continue beyond a single year in duration, including building service maintenance contracts (janitorial service contractors and work performed by janitors, waxers, shampooers, and window cleaners) and to multi-year service contracts.
- b. Contractor and any subcontractor must pay at least the prevailing wage rates that were in effect at time of proposal throughout the duration of the contract.
- c. Each contract anniversary thereafter, Contractor and any subcontractors shall review the then current Prevailing Wage Rates. The Contractor shall increase wages paid if required to meet no less than the current wage rates in effect at the time of the contract anniversary.
- d. Any price or rate increases made as a result of a change in the prevailing wages will be compensated by the City on a pass through basis if the Contract requests a price increase in accordance with the price increase request requirements provided elsewhere in this contract. The Contractor must follow the contract instructions for pricing increases, notifying the Buyer at least 45 days prior to the contract anniversary date of any resulting price increase and documenting the increase.

68. **Background/Criminal History Checks: The City may require background/criminal checks during the course of the contract for essential City purposes. The City does not intend to request background checks/verifications unless essential in the opinion of the City. Note that, in particular, Seattle City Light has regulatory requirements promulgated by organizations with jurisdiction over Seattle City Light, which require any contract worker that has access to certain locations/systems/data ("SCL Designated Access") to undergo a background/criminal check before that worker can have authorized cyber or authorized unescorted physical access to those locations/systems/data. The requirements apply to all Contractor workers and mandate an appropriate Personnel Risk Assessment and security awareness training as directed by Seattle City Light. This section covers background/criminal checks for Contractor workers before they work on certain City tasks, systems and/or locations, to include the discovery and verification of criminal convictions and civil findings. The City may, at its option, determine that only a criminal history check will be performed. This section also covers the requirements if cyber security training is required.**

If the City notifies the Contractor to undergo background/criminal checks or cyber security training for Contractor workers, the following shall apply.

- A. General Requirements
 1. The City shall alert the Contractor that the contract task is "High Security" at the time the work request is made to the Contractor or as soon as practical thereafter.
 2. Should the Contractor believe it cannot meet these obligations by the scheduled work start dates, the Contractor may seek mutual agreement to a revised start date, or if none is reached, decline the work.

CITY OF SEATTLE CONTRACT

3. The City may require that any Contractor worker receiving SCL Designated Access undergo a background/criminal history check and receive appropriate cyber security training. The Seattle Police Department (SPD) shall conduct all criminal history checks for Seattle Police Department services.
4. The Contractor shall provide a list of names, specified identification information (social security number, birth date and address) and a release signed by the worker for the City to perform a background/criminal history check. Contractor must provide the information to the City before any worker will receive be cleared for work. The list must be submitted at a date mutually agreed upon.
5. The City will conduct a background check using either the Seattle Police Department or any agency with whom the City selects. The City will review the resultant background/criminal history check results. The City shall notify the Contractor of acceptance or rejection of personnel in a timely manner. The City will perform the background check at City cost.
6. For workers rejected by the City, the Contractor will submit to the City alternative names for background checks. Contractor will submit those names promptly, as mutually agreed upon between the Contractor and the City.
7. The Contractor has responsibility to obtain City approval for a sufficient quantity of personnel to provide adequate coverage during the contract term. The City may allow the Contractor to submit a greater number of individuals for background checks and approval than is necessary to accomplish the contract tasks, in order to assure adequate coverage for the contract work (i.e. receive authorization for back-up crew members in the event of an absence by a scheduled crew member).

Notwithstanding the schedules and responsibilities herein, the City and the Contractor may need to consider individuals for emergency replacement in the event a worker cannot perform or is terminated. In such event, the City may allow the Contractor to submit additional names in anticipation of such future need.

8. The City shall not unreasonably withhold approval of such individuals, although the City is not under the obligation to accept individuals that would otherwise be rejected as not suitable.
9. The Background/Criminal check must be renewed every four years for Contractor workers. If the worker was required by the City to undergo a background check and/or cyber security training, the Contractor must likewise notify the City when that worker approaches four years. This notice to the City must be no less than sixty (60) days before the end of the four-year period. At that time, to comply with appropriate regulatory requirements, the City may require another background check/criminal.
10. The Contractor shall provide to the City, no less than eight (8) hours from when the status change becomes effective, notice of any Contractor worker who is: (i) reassigned or no longer requires Designated Access to perform the contract tasks, or (ii) terminated by the Contractor for any reason. In no case shall such notice be greater than eight (8) hours.
11. The Contractor shall immediately notify the City Project Manager to report if a worker has a change in criminal history or background status. The City may

CITY OF SEATTLE CONTRACT

initiate a new background/criminal check for this or other cause during the term of the worker's access to the City.

12. For furniture moves, on the day(s) of service, at the job site, the Crew Chief is to submit the names of those present at the job site to the City Building Service Manager. The City Project Manager is responsible for rejecting any individuals that have not been approved by the City. Should such a rejection result in a failure by the Contractor to meet the Contractor obligations for a crew of sufficient size to complete the move, the Contractor assumes all resulting liabilities and damages in accordance with the contract and all terms and conditions.
- B. Cyber Training Requirements: The City may require that any Contractor worker receive appropriate cyber security training. Such workers must receive cyber security training once each year they work under the contract.**
- C. Routine Elements of a Background/Criminal Report: Routine background/criminal history check reports shall include identity verification (e.g. social security number verification) and a search of records from any federal, state or county court in the United States, an international records search, and records of all convictions or releases from prison within the last ten (10) years.**
- D. Non-Routine Elements of a Background/Criminal Report**
1. The City may search for dependency actions.
 2. The City may search for information on protection proceedings related to sex offender, assault, abuse, or exploitation of a minor, developmentally disabled person, or vulnerable adult, or domestic relations proceedings.
 3. The City may search for additional information detail, as determined by the City, above and beyond the scope of a routine background/criminal history check as defined in Section C, General requirements.
 4. If the required access for the worker is subject to NERC, the City will require all workers to undergo annual Cyber Security Training offered by Seattle City Light. The workers will be paid for the time they spend in such training. If this requirement applies, the City will require the Contractor to submit a list of such workers and their status of Cyber Training annually upon contract anniversary.

69. Security Access Requirements

Contractors' Use of Premises

1. Contractor workers shall have only limited use of the premises for work, storage, access, and equipment.
2. Material/equipment staging areas will be limited to floors and areas designated within the Scope of Work. Maintain clear access to site and building entrances.
3. Driveway use will be limited to loading and unloading only.
4. For furniture moves, the Contractor shall be granted the use of up to two parking spaces in the Seattle Municipal Tower parking structure to be paid by the Contractor. Arrangements for the use of these two spaces must be made through the Building Management. Other parking spaces in the structure are available at the regular rates. Special parking arrangements may be made through IMPARK Inc., the garage operator at 628-9042.
5. Restrooms may have restricted access, as appropriate to the Scope of Work.

**CITY OF SEATTLE
CONTRACT**

6. All workers who must provide services or delivery at a SCL facility must obtain prior permission from SCL and make arrangements for an SCL escort or background check is appropriate to the work while on the facility site.

Related Requirements and Documents

1. All Contractor employees at the job site shall wear identification that is prominent and clearly marked, which clearly identifies the individual as an employee with the building services company.
2. When appropriate, Contractors will be issued a Departmental Identification/Access Badge, for the designated contract period, giving them access to the facility for which they require access. These Identification/Access Badges will be returned to the Department at the completion of the contract.

City of Seattle Vendor Questionnaire

INSTRUCTIONS: **This is a mandatory form.** Submit this form with your proposal or proposal. Provide information to the extent information available. If response is incomplete or requires further description, the Buyer may request additional information within a specified deadline, or may determine the missing information is immaterial to award.

Vendor Information	
Vendor's Legal Name	
"Doing Business Name" (dba) if applicable	
Mailing Address	
Contact Person and Title	
Contact Person's Phone Number	
Contact Person's Fax Number	
Contact Person's E-Mail Address	
Dun & Bradstreet number (if available)	
Identify the City and State of your company headquarters	

Vendor Registration with City of Seattle	
Did your firm register on to the City's Registration and Roster System at http://www2.ci.seattle.wa.us/vendorregistration/default.asp ? For assistance, call 206-684-0444.	No <input type="checkbox"/>
Most companies must hold a Seattle Business License (if you have a facility/office in Seattle, conduct sales visits to Seattle, deliver products in your own trucks, or perform on-site consulting, repairs, installation, etc). If you fall within that category, will you immediately seek a Business License upon award?	No <input type="checkbox"/>

Ownership	
Is your firm a subsidiary, parent, holding company, or affiliate of another firm?	
What year was your firm, under the present ownership configuration, founded?	
How many years has your firm been in continuous operation without interruption?	
What year did your firm begin providing, on a continuous basis, the types of services or products that are required from this solicitation?	

**CITY OF SEATTLE
CONTRACT**

Financial Resources and Responsibility	Specify yes or no. If yes, explain.
Within the previous five years has your firm been the debtor of a bankruptcy?	
Is your firm in the process of or in negotiations toward being sold?	
Within the previous five years has your firm been debarred from contracting with any local, state, or federal governmental agency?	
Within the previous five years has your firm been determined to be a non-responsible proposer for any government contract?	
Within the previous five years has a governmental or private entity terminated your firm's contract prior to contract completion?	
Within the previous five years has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency?	

Affirmative Contracting – SMC 20.42	Specify yes or no.
Within the previous five years has your firm been found to have violated any local, state, or federal anti-discrimination laws or regulations?	If yes, explain.
Does Vendor anticipate hiring a subcontractor or new employees to perform the work required under this contract? If yes, attach the mandatory Inclusion Plan:	Yes No  Inclusion Plan Form_12-15-10.doc

**CITY OF SEATTLE
CONTRACT**

Disputes	Specify yes or no. If yes, explain.
Within the previous five years has your firm been the defendant in court on a matter related to any of the following issues: <ul style="list-style-type: none"> • Payment to subcontractors? • Work performance on a contract? 	
Does your firm have outstanding judgments pending against it?	
Within the previous five years, was your firm assessed liquidated damages on a contract?	
Has your firm received notice of and/or in litigation about patent infringement for the product and/or service that your firm is offering to the City?	

Compliance	Specify yes or no. If yes, explain.
Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a government entity? This does not include owners of stock in your firm if your firm is a publicly traded corporation.	
If a license is required to perform the services sought by this solicitation, within the previous five years has your firm had a license suspended by a licensing agency or been found to have violated licensing laws?	
If Hazardous Materials are an element of the contract, has the Vendor had any violations of improper disposal of such materials or any violation of associated laws, rules or regulations in the previous five years?	

Involvement by Current and Former City Employees	Specify yes or no. If yes, explain
Are any of your company officers or employees a current or former City of Seattle employee or volunteer? If yes, identify the employee name. Advise the employee of their duty to comply with City of Seattle's Code of Ethics, Seattle Municipal Code Chapter 4.16.	
Will any of your vendor employees work more than 1,000 hours (per rolling 12 months) within a City contract, combining the hours for work under this contract and any other? If so, specify the worker name. Advise the worker of their duty to comply with the City of Seattle's Code of Ethics, Seattle Municipal Code Chapter 4.16	
Vendor (including officer, director, employee, trustee, or partner) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluation of the Vendor performance. Vendor shall notify the City Purchasing Buyer in writing, if known, and the City shall make the sole determination as to compliance.	

Emergency Contact Information	
Certain contract products or services may be valuable during a 24-hour emergency. If you have alternative contact information for emergency response during non-business hours, please provide below.	
Contact Name	
Emergency Phone Number	
Back-up Emergency Phone Number	
If your company has locations outside Seattle that can be called upon in an emergency for these products or services, please list:	

**CITY OF SEATTLE
CONTRACT**

Business History	Specify yes or no.
In the last five years, has your firm held other contracts with public agencies to provide similar products or services in a size and scope similar to that required by the City of Seattle?	
<p>Providee and/or attach a sampling of contracts you have held in the past five years, sufficient for the City to understand the depth and breadth of your experience, with a particular emphasis on contracts with public agencies. The City may use this to assess your capability and experience at this particular type of product provision or service work. Specify the name/contact that can serve as a reference for each.</p> <ul style="list-style-type: none"> • If you have many such contracts, you can provide a brief summary. • If you are a subsidiary of a national firm, summarize the contracts that represent your local office. 	

By submittal of this form, the Vendor hereby certifies:
Vendor is not debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal agency.
During the most recent three years, the Vendor has not been convicted of or had a civil judgment rendering against the firm for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government, or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property, and my firm is not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
Vendor has not paid, nor will pay, Federal appropriated funds (including profit or fee received under a covered Federal transaction), to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall notify the City of Seattle and complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities.
Vendor has not had a governmental or private entity contract terminated prior to contract completion or debarred from proposing, within the last five years.
In the the previous five years, vendor has not used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency.
Vendo's Offer is valid until the date the City awards a Vendor Contract or rejects all offers;
Vendor has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive pricing in the preparation and submission of its Offer;
Vendor shall provide immediate written notice to the City of Seattle if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
Submittal of this Vendor Questionnaire with your proposal provides authority and certification for your entire submittal.

**CITY OF SEATTLE
CONTRACT**

City Non-Disclosure Request

If you believe any statements or items you submit to the City as part of this proposal/response are exempt from disclosure, you must identify and list them below. You must very clearly and specifically identify each statement or item, and the RCW exemption that applies. If awarded a City contract, the same exemption status will carry forward to the contract records.

The City will **not** exempt materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not identify the entire page, unless the entire page is within the exemption scope. Only records properly listed on this Form will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

- I do not request any information be withheld.
- I request the following specific information be withheld. I understand that all other information will be considered public information. For each statement or item you intend to withhold, you must fill out every box below. You should not require an entire page withheld; only request the specific portion subject to the exemption.

Document Page: Specify the page number on which the material is located within your submittal package (page number)	Statement: Repeat the text you request to be held as confidential, or attach a redacted version.	RCW Exemption: Specify the RCW exemption including the subheading

For this request to be valid, you must specify the RCW provision or other State or Federal law that designates the documents as exempt from disclosure. For example, potential RCW exemptions include the following:

1. RCW 42.56.230.3 – Personal information - taxpayer
2. RCW 42.56.230.4 – Personal information – Credit card numbers and related
3. RCW 42.56.240 - Investigative, law enforcement and crime victims
4. RCW 42.56.250 – Employment and licensing – specify the applicable subheading
5. RCW 42.56.260 - Real estate appraisals
6. RCW 42.56.270 (Items 1 through 17) – specify which subheading.
7. RCW 42.56.270 (items 1 through 17) – specify applicable subheading
8. RCW 42.56.420 - Security

**CITY OF SEATTLE
CONTRACT**

Equal Benefits Compliance Declaration

Please declare *one (1)* option from the list below that describes the Contractor's intention to comply with Seattle Municipal Code Chapter 20.45 (City Contracts – Non-Discrimination in Benefits) and related rules, for offices in the City of Seattle and any other United States office where work will be performed for this contract. Detailed instructions are provided on the next page.

Option A

- The Contractor makes, or intends to make by the contract award date, all benefits available on an equal basis to its employees with spouses and its employees with domestic partners, and to the spouses and the domestic partners of employees, in all Seattle locations and in other locations within the United States where work on the City of Seattle contract is being performed.

Option B

- The Contractor does not make benefits available to either the spouses or the domestic partners of its employees.

Option C

- The Contractor has no employees.

Option D

- The Contractor submitted a request for Substantial Compliance Authorization to the City of Seattle to delay implementation of equal benefits. Substantial Compliance Authorization may be granted to a contractor if compliance will be delayed due to circumstances outside the contractor's control – for example, the contractor cannot make eligibility changes to its health insurance plan until the next open enrollment period, or the contractor cannot negotiate with one or more labor unions for additional benefits until the expiration of the current collective bargaining agreement. The Contractor must request this authorization online and be approved by the City of Seattle. To select this option, also visit the City website and request authorization: <http://www.seattle.gov/contract/equalbenefits/eb-substantial.htm>.

Option E

- The Contractor submitted a request for Reasonable Measures Authorization to the City of Seattle to provide a cash equivalent payment to eligible employees in lieu of making benefits available. Reasonable Measures may be granted to a contractor to allow a cash equivalent in lieu of benefits that are unavailable due to circumstances outside of the Contractor's control. The Contractor must request this authorization online and be approved by the City of Seattle. To select this option, also visit the City website and request authorization: <http://www.seattle.gov/contract/equalbenefits/eb-reasonable.htm>.

No United States Presence

- The Contractor does not have United State locations that are owned or rightfully occupied by the contractor, where the contractor performs direct services for the proposed contract.

Non-Compliance

- The Contractor does not comply and does not intend to comply with Seattle Municipal Code Chapter 20.45 and related rules.

CITY OF SEATTLE CONTRACT

Equal Benefits Instructions

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether proposers provide health and benefits that are the same or equivalent to domestic partners of employees as to spouses of employees, and of their dependents and family members. If your company does not comply with Equal Benefits and does not intend to do so, you must still supply the information on the Vendor Questionnaire.

1. Carefully fill out the Vendor Questionnaire. It is essential to your standing in the evaluation process, so it is important to understand and complete the Questionnaire properly.
2. Locations: If you have multiple offices, answer the form based on compliance for offices in the City of Seattle and any other United State locations where work will be performed for the City contract:
3. The Buyer can answer many questions. However, you may call the City Equal Benefits Coordinator, Jim Wurzer at 206-684-4535 (Jim.Wurzer@seattle.gov). If necessary, you can also call the general office at 206-684-0430 to request immediate assistance. Call before you submit your proposal to ensure you've filled out the form correctly.
4. The Seattle Municipal Code (20.45.010) defines "Domestic Partner" as any person who is registered with his/her employer as (having) a domestic partner, or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the Department. Whether through employer registration or through a public agency registration, the definition of domestic Partner, by City Rule, cannot be more restrictive than that provided below:
 - Share the same regular and permanent residence; and
 - Have a close, personal relationship; and
 - Are jointly responsible for "basic living expenses" as defined below; and
 - Are not married to anyone; and
 - Are each eighteen (18) years of age or older; and
 - Are not related by blood closer than would bar marriage in the State in which the individual resides; and
 - Were mentally competent to consent to contract when the domestic partnership began; and
 - Are each other's sole domestic partner and are responsible for each other's common welfare.
 - "Basic living expenses" means the cost of basic food, shelter, and any other expenses of a Domestic Partner which are paid at least in part by a program or benefit for which the partner qualified because of the Domestic Partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.
5. If the employer does not have a registration system and does not intend to implement one, the City of Seattle has a registration system as an option: <http://www.seattle.gov/leg/clerk/dpr.htm>

The information you supply is used by the Buyer to determine your EB status. However, the City Buyer still will review your responses and make the final determination. If the information you supply is conflicting or not clearly supported by the documentation that the City receives, the Buyer may reject your proposal or may seek clarification to ensure the Buyer properly classifies your compliance.

Equal Benefits makes a significant difference in Proposal evaluation: Proposers that select "Non Compliance" will be rejected for local award consideration; unless there is no proposer that is compliant, responsive, and responsible proposer. The Buyer may also find a Proposer "Non-Compliant" upon review (such as those that select Option D or E and do not have a waiver from the City to select that option, or where the form is blank).

**CITY OF SEATTLE
CONTRACT**

Be prepared with documentation to support your declaration. All contracts awarded by the City may be audited for equal benefits compliance. Non-compliance may result in the rejection of a proposal or proposal, or termination of the contract.

APPENDIX A

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

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

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

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products and Services
5. That a procuring party will make timely payments to the Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

APPENDIX A

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

APPENDIX B

ADMINISTRATION AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL TERMS AND CONDITIONS

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

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

APPENDIX B

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

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

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

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

ARTICLE II

TERM OF AGREEMENT

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

ARTICLE III

REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities' Representations and Covenants.

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

APPENDIX B

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

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

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

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

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

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

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

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

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

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

APPENDIX B

(vii) In states where Supplier has an existing state contract or cooperative contract, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.

(viii) During the term of the Agreement, Supplier shall not, without the prior written consent of U.S. Communities, enter into an agreement or renew an existing agreement with any Multi-State Purchasing Cooperative, other than U.S. Communities, for the purpose of offering Products and Services to Public Agencies through such Multi-State Purchasing Cooperative. A Multi-State Purchasing Cooperative is defined as any purchasing cooperative that administers contracts to Public Agencies in more than five (5) states that are competitively solicited by the purchasing cooperative itself or another Public Agency for the purpose of providing other Public Agencies access to the competitively solicited contracts.

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

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

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

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

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

(ii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier.

APPENDIX B

This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iii) Supplier's Options in Responding to a Third Party RFP or ITB. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts rather than issue their own RFPs and ITBs, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

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

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

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

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

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

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

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

(i) Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier's goods and services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S.

APPENDIX B

Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

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

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

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

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

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

3.4 Breach of Supplier's Representations, Warranties and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance. Failure by Supplier to cure such

APPENDIX B

violation or non-compliance within ninety (90) days shall result in termination of this Agreement.

ARTICLE IV

PRICING AUDITS

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

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of (a) two percent (2%) of aggregate purchases made during the month which comprise annual sales of the first \$340,000,000.00; and then (b) two and one-half percent (2.5%) of aggregate purchases made during the month which comprise annual sales exceeding \$340,000,000.00 (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by check or wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month.

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

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

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

APPENDIX B

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

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

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

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

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

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

ARTICLE VI

MISCELLANEOUS

APPENDIX B

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

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

6.3 Assignment.

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

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

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

U.S. Communities: U.S. Communities
2033 N. Main Street, Suite 700
Walnut Creek, California 94596
Attn: Program Manager Administration

Lead Public Agency: _____

Attn: _____

Supplier: _____

Attn: U.S. Communities Program Manager

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

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

APPENDIX B

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

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

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

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

[Remainder of Page Intentionally Left Blank – Signatures Follow]

APPENDIX B

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: _____

APPENDIX B

ADMINISTRATION AGREEMENT ADDENDUM

AFFILIATE PROGRAMS

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

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

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

_____Supplier wishes to participate in Canadian Communities and other international opportunities, currently has the capacity to serve Canadian Public Agencies, and agrees to a proposal by the terms, conditions and commitments of the executed U.S. Communities Administration Agreement. Supplier to provide additional information requested in Canadian Communities Supplier Information section of this solicitation.

_____Supplier does not wish to participate in Canadian Communities or other international opportunities.

SUPPLIER:

_____,
a _____

By _____

Name: _____

Title: _____

APPENDIX B

CANADIAN COMMUNITIES **SUPPLIER INFORMATION**

If you checked that Supplier wishes to participate in Canadian Communities on the Administration Agreement Addendum, Affiliate Programs, provide the following additional information.

Company

1. Total number and location of sales persons employed by your company in Canada;
2. Number and location of distribution outlets in Canada (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales in Canada for 2008, 2009, and 2010.

Pricing

Provide a separate pricing file of products offered in Canada utilizing appropriate units of measure offered by Supplier.

APPENDIX B

EXHIBIT A

MASTER AGREEMENT

(To Be Attached)

APPENDIX B

EXHIBIT B

SALES REPORT FORMAT

Exhibit B - US (Data Format)												
Sales Report Template												
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Month	Amount
956000735	144	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	1525.50
956000222	144	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2008	4	1603.64
956000735	144	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	1625.05
956000735	144	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	45090.79
066002010	144	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2008	4	318.00
066001854	144	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2008	4	212.00

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

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

APPENDIX C

State Notice Addendum

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

Nationwide:

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

Other states:

State of Oregon, State of Hawaii, State of Louisiana

Registered Cities, Towns, Villages and Boroughs in OR	
1	CEDAR MILL COMMUNITY LIBRARY
2	CITY COUNTY INSURANCE SERVICES
3	CITY OF ADAIR VILLAGE
4	CITY OF ALBANY
5	CITY OF ASHLAND
6	CITY OF ASTORIA OREGON
7	CITY OF AUMSVILLE
8	CITY OF AURORA
9	CITY OF BEAVERTON
10	CITY OF BOARDMAN
11	CITY OF BURNS
12	CITY OF CANBY
13	CITY OF CANNON BEACH OR
14	CITY OF CANYONVILLE
15	CITY OF CENTRAL POINT POLICE DEPARTMENT
16	CITY OF CLATSKANIE
17	CITY OF COBURG
18	CITY OF CONDON
19	CITY OF COOS BAY
20	CITY OF CORVALLIS
21	CITY OF COTTAGE GROVE
22	CITY OF CRESWELL
23	CITY OF DALLAS
24	CITY OF DAMASCUS
25	CITY OF DUNDEE
26	CITY OF EAGLE POINT
27	CITY OF ECHO
28	CITY OF ESTACADA
29	CITY OF EUGENE
30	CITY OF FAIRVIEW
31	CITY OF FALLS CITY

APPENDIX C

32	CITY OF GATES
33	CITY OF GEARHART
34	CITY OF GERVAIS
35	CITY OF GOLD HILL
36	CITY OF GRANTS PASS
37	CITY OF GRANTS PASS
38	CITY OF GRESHAM
39	CITY OF HALSEY
40	CITY OF HAPPY VALLEY
41	CITY OF HILLSBORO
42	CITY OF HOOD RIVER
43	City of Independence
44	CITY OF JOHN DAY
45	CITY OF KLAMATH FALLS
46	CITY OF LA GRANDE
47	CITY OF LAKE OSWEGO
48	City of Lake Oswego
49	CITY OF LAKESIDE
50	CITY OF LEBANON
51	CITY OF LINCOLN CITY
52	CITY OF MALIN
53	CITY OF MCMINNVILLE
54	CITY OF MEDFORD
55	CITY OF MILL CITY
56	CITY OF MILLERSBURG
57	CITY OF MILWAUKIE
58	City of Monmouth
59	CITY OF MORO
60	CITY OF MOSIER
61	CITY OF NEWBERG
62	CITY OF NORTH PLAINS
63	CITY OF OREGON CITY
64	CITY OF PHOENIX
65	CITY OF PILOT ROCK
66	CITY OF PORT ORFORD
67	CITY OF PORTLAND
68	CITY OF POWERS
69	CITY OF PRAIRIE CITY
70	CITY OF REDMOND
71	CITY OF REEDSPORT
72	CITY OF RIDDLE
73	CITY OF SALEM
74	CITY OF SANDY
75	CITY OF SANDY
76	CITY OF SCAPPOOSE
77	CITY OF SEASIDE
78	CITY OF SHADY COVE
79	CITY OF SHERWOOD

APPENDIX C

80	CITY OF SILVERTON
81	CITY OF SPRINGFIELD
82	City of St. Helens
83	CITY OF ST. PAUL
84	CITY OF STAYTON
85	CITY OF TIGARD, OREGON
86	City of Troutdale
87	CITY OF TUALATIN, OREGON
88	City of Veneta
89	CITY OF WARRENTON
90	CITY OF WEST LINN/PARKS
91	CITY OF WILSONVILLE
92	CITY OF WINSTON
93	CITY OF WOOD VILLAGE
94	CITY OF WOODBURN
95	CITY OF YACHATS
96	FLORENCE AREA CHAMBER OF COMMERCE
97	GASTON RURAL FIRE DEPARTMENT
98	GLADSTONE POLICE DEPARTMENT
99	Hermiston Fire & Emergency Svcs
100	HOUSING AUTHORITY OF THE CITY OF SALEM
101	KEIZER POLICE DEPARTMENT
102	LEAGUE OF OREGON CITIES
103	MALIN COMMUNITY PARK AND RECREATION DISTRICT
104	METRO
105	MONMOUTH - INDEPENDENCE NETWORK
106	North Lincoln Fire & Rescue #1
107	PORTLAND DEVELOPMENT COMMISSION
108	RAINIER POLICE DEPARTMENT
109	RIVERGROVE WATER DISTRICT
110	St. Helens, City of
111	SUNSET EMPIRE PARK AND RECREATION
112	THE CITY OF NEWPORT
113	THE NEWPORT PARK AND RECREATION CENTER
114	TILLAMOOK PEOPLES UTILITY DISTRICT
115	Tillamook Urban Renewal Agency
116	Toledo Police Department
117	TUALATIN VALLEY FIRE & RESCUE
118	WEST VALLEY HOUSING AUTHORITY
Registered Counties and Parishes in OR	
1	ASSOCIATION OF OREGON COUNTIES
2	BAY AREA HOSPITAL DISTRICT
3	BENTON COUNTY
4	Benton Soil & Water Conservation District
5	CENTRAL OREGON IRRIGATION DISTRICT
6	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
7	CLATSOP COUNTY
8	CLEAN WATER SERVICES

APPENDIX C

9	COLUMBIA COUNTY, OREGON
10	COLUMBIA RIVER PUD
11	COOS COUNTY HIGHWAY DEPARTMENT
12	CROOK COUNTY ROAD DEPARTMENT
13	CURRY COUNTY OREGON
14	DESCHUTES COUNTY
15	DESCHUTES COUNTY RFPD NO.2
16	DESCHUTES PUBLIC LIBRARY SYSTEM
17	DOUGLAS COUNTY
18	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
19	GILLIAM COUNTY
20	GILLIAM COUNTY OREGON
21	GRANT COUNTY, OREGON
22	HARNEY COUNTY SHERIFFS OFFICE
23	HOOD RIVER COUNTY
24	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
25	HOUSING AUTHORITY OF CLACKAMAS COUNTY
26	JACKSON COUNTY HEALTH AND HUMAN SERVICES
27	JEFFERSON COUNTY
28	Josephine County Sheriff
29	KLAMATH COUNTY VETERANS SERVICE OFFICE
30	LAKE COUNTY
31	LANE COUNTY
32	LINCOLN COUNTY
33	LINN COUNTY
34	MARION COUNTY , SALEM, OREGON
35	MARION COUNTY FIRE DISTRICT #1
36	MORROW COUNTY
37	MULTNOMAH COUNTY
38	MULTNOMAH LAW LIBRARY
39	MULTONAH COUNTY DRAINAGE DISTRICT #1
40	NAMI LANE COUNTY
41	NEAH KAH NIE WATER DISTRICT
42	OR INT'L PORT OF COOS BAY
43	POLK COUNTY
44	PORT OF BANDON
45	PORT OF UMPQUA
46	SANDY FIRE DISTRICT NO. 72
47	SHERMAN COUNTY
48	Southern Coos Hospital
49	UMATILLA COUNTY, OREGON
50	UNION COUNTY
51	WALLOWA COUNTY
52	WASCO COUNTY
53	WASHINGTON COUNTY
54	YAMHILL COUNTY
55	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

Registered Higher Education in OR

APPENDIX C

1	BIRTHINGWAY COLLEGE OF MIDWIFERY
2	BLUE MOUNTAIN COMMUNITY COLLEGE
3	CENTRAL OREGON COMMUNITY COLLEGE
4	CHEMEKETA COMMUNITY COLLEGE
5	CLACKAMAS COMMUNITY COLLEGE
6	COLUMBIA GORGE COMMUNITY COLLEGE
7	GEORGE FOX UNIVERSITY
8	KLAMATH COMMUNITY COLLEGE DISTRICT
9	LANE COMMUNITY COLLEGE
10	LEWIS AND CLARK COLLEGE
11	LINFIELD COLLEGE
12	LINN-BENTON COMMUNITY COLLEGE
13	MARYLHURST UNIVERSITY
14	MT. HOOD COMMUNITY COLLEGE
15	MULTNOMAH BIBLE COLLEGE
16	NATIONAL COLLEGE OF NATURAL MEDICINE
17	NORTHWEST CHRISTIAN COLLEGE
18	OREGON HEALTH AND SCIENCE UNIVERSITY
19	OREGON UNIVERSITY SYSTEM
20	PACIFIC UNIVERSITY
21	PORTLAND COMMUNITY COLLEGE
22	PORTLAND STATE UNIV.
23	REED COLLEGE
24	ROGUE COMMUNITY COLLEGE
25	SOUTHWESTERN OREGON COMMUNITY COLLEGE
26	TILLAMOOK BAY COMMUNITY COLLEGE
27	UMPQUA COMMUNITY COLLEGE
28	WESTERN STATES CHIROPRACTIC COLLEGE
29	WILLAMETTE UNIVERSITY
Registered K-12 in OR	
1	Amity School District 4-J
2	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
3	ARLINGTON SCHOOL DISTRICT NO. 3
4	ASTORIA SCHOOL DISTRICT 1C
5	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
6	BAKER SCHOOL DISTRICT 5-J
7	BANDON SCHOOL DISTRICT
8	BANKS SCHOOL DISTRICT
9	BEAVERTON SCHOOL DISTRICT
10	BEND / LA PINE SCHOOL DISTRICT
11	BEND-LA PINE SCHOOL DISTRICT
12	BROOKING HARBOR SCHOOL DISTRICT NO.17-C
13	CANBY SCHOOL DISTRICT
14	CANYONVILLE CHRISTIAN ACADEMY
15	CASCADE SCHOOL DISTRICT
16	CASCADES ACADEMY OF CENTRAL OREGON
17	CENTENNIAL SCHOOL DISTRICT
18	CENTRAL CATHOLIC HIGH SCHOOL

APPENDIX C

19	CENTRAL POINT SCHOOL DISTRICT NO. 6
20	CENTRAL SCHOOL DISTRICT 13J
21	CLACKAMAS EDUCATION SERVICE DISTRICT
22	COOS BAY SCHOOL DISTRICT
23	COOS BAY SCHOOL DISTRICT NO.9
24	COQUILLE SCHOOL DISTRICT 8
25	Corvallis School District 509J
26	COUNTY OF YAMHILL SCHOOL DISTRICT 29
27	CRESWELL SCHOOL DISTRICT
28	CROSSROADS CHRISTIAN SCHOOL
29	CULVER SCHOOL DISTRICT NO.
30	DALLAS SCHOOL DISTRICT NO. 2
31	DAVID DOUGLAS SCHOOL DISTRICT
32	DAYTON SCHOOL DISTRICT NO.8
33	DE LA SALLE N CATHOLIC HS
34	DESCHUTES COUNTY SD NO.6 - SISTERS SD
35	DOUGLAS COUNTY SCHOOL DISTRICT 116
36	DOUGLAS EDUCATION SERVICE DISTRICT
37	DUFUR SCHOOL DISTRICT NO.29
38	ELKTON SCHOOL DISTRICT NO.34
39	ESTACADA SCHOOL DISTRICT NO.108
40	Falls City School District #57
41	FOREST GROVE SCHOOL DISTRICT
42	GASTON SCHOOL DISTRICT 511J
43	GEN CONF OF SDA CHURCH WESTERN OR
44	GERVAIS SCHOOL DIST. #1
45	GLADSTONE SCHOOL DISTRICT
46	GLENDALE SCHOOL DISTRICT
47	GLIDE SCHOOL DISTRICT NO.12
48	GRANTS PASS SCHOOL DISTRICT 7
49	GREATER ALBANY PUBLIC SCHOOL DISTRICT
50	GRESHAM-BARLOW SCHOOL DISTRICT
51	HARNEY COUNTY SCHOOL DIST. NO.3
52	HARNEY EDUCATION SERVICE DISTRICT
53	HEAD START OF LANE COUNTY
54	HERITAGE CHRISTIAN SCHOOL
55	HIGH DESERT EDUCATION SERVICE DISTRICT
56	hillsboro school district
57	HOOD RIVER COUNTY SCHOOL DISTRICT
58	Imbler School District #11
59	JACKSON CO SCHOOL DIST NO.9
60	JEFFERSON COUNTY SCHOOL DISTRICT 509-J
61	JEFFERSON SCHOOL DISTRICT
62	KLAMATH FALLS CITY SCHOOLS
63	LA GRANDE SCHOOL DISTRICT
64	LAKE OSWEGO SCHOOL DISTRICT 7J
65	LANE COUNTY SCHOOL DISTRICT 4J
66	LANE COUNTY SCHOOL DISTRICT 69

APPENDIX C

67	LEBANON COMMUNITY SCHOOLS NO.9
68	LINCOLN COUNTY SCHOOL DISTRICT
69	LINN CO. SCHOOL DIST. 95C - SCIO SD
70	LIVINGSTONE ADVENTIST ACADEMY
71	LOST RIVER JR/SR HIGH SCHOOL
72	LOWELL SCHOOL DISTRICT NO.71
73	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
74	MCMINNVILLE SCHOOL DISTRICT NO.40
75	MEDFORD SCHOOL DISTRICT 549C
76	MITCH CHARTER SCHOOL
77	MOLALLA RIVER ACADEMY
78	MOLALLA RIVER SCHOOL DISTRICT NO.35
79	MONROE SCHOOL DISTRICT NO.1J
80	MORROW COUNTY SCHOOL DISTRICT
81	MT. ANGEL SCHOOL DISTRICT NO.91
82	MT.SCOTT LEARNING CENTERS
83	MULTISENSORY LEARNING ACADEMY
84	MULTNOMAH EDUCATION SERVICE DISTRICT
85	MYRTLE POINT SCHOOL DISTRICT NO.41
86	NEAH-KAH-NIE DISTRICT NO.56
87	NESTUCCA VALLEY SCHOOL DISTRICT NO.101
88	NOBEL LEARNING COMMUNITIES
89	NORTH BEND SCHOOL DISTRICT 13
90	NORTH CLACKAMAS SCHOOL DISTRICT
91	NORTH SANTIAM SCHOOL DISTRICT 29J
92	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
93	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
94	NYSSA SCHOOL DISTRICT NO. 26
95	ONTARIO MIDDLE SCHOOL
96	OREGON TRAIL SCHOOL DISTRICT NO.46
97	OUR LADY OF THE LAKE SCHOOL
98	PHILOMATH SCHOOL DISTRICT
99	PHOENIX-TALENT SCHOOL DISTRICT NO.4
100	PORTLAND ADVENTIST ACADEMY
101	PORTLAND JEWISH ACADEMY
102	PORTLAND PUBLIC SCHOOLS
103	RAINIER SCHOOL DISTRICT
104	REDMOND PROFICIENCY ACADEMY
105	REDMOND SCHOOL DISTRICT
106	REEDSPORT SCHOOL DISTRICT
107	REYNOLDS SCHOOL DISTRICT
108	ROGUE RIVER SCHOOL DISTRICT NO.35
109	ROSEBURG PUBLIC SCHOOLS
110	SALEM-KEIZER PUBLIC SCHOOLS
111	Santiam Canyon SD 129J
112	SCAPPOOSE SCHOOL DISTRICT 1J
113	SEASIDE SCHOOL DISTRICT 10
114	SEVEN PEAKS SCHOOL

APPENDIX C

115	Sheridan School District 48J
116	SHERWOOD SCHOOL DISTRICT 88J
117	SILVER FALLS SCHOOL DISTRICT
118	SIUSLAW SCHOOL DISTRICT
119	SOUTH COAST EDUCATION SERVICE DISTRICT
120	SOUTH LANE SCHOOL DISTRICT 45J3
121	SOUTH UMPQUA SCHOOL DISTRICT #19
122	SOUTHERN OREGON EDUCATION SERVICE DISTRICT
123	SOUTHWEST CHARTER SCHOOL
124	SPRINGFIELD SCHOOL DISTRICT NO.19
125	St. Mary Catholic School
126	St. Paul School District
127	STANFIELD SCHOOL DISTRICT
128	SWEET HOME SCHOOL DISTRICT NO.55
129	THE CATLIN GABEL SCHOOL
130	TIGARD-TUALATIN SCHOOL DISTRICT
131	UMATILLA-MORROW ESD
132	VERNONIA SCHOOL DISTRICT 47J
133	WEST HILLS COMMUNITY CHURCH
134	WEST LINN WILSONVILLE SCHOOL DISTRICT
135	WHITEAKER MONTESSORI SCHOOL
136	WILLAMETTE EDUCATION SERVICE DISTRICT
137	WILLAMINA SCHOOL DISTRICT
138	Yamhill Carlton School District
139	YONCALLA SCHOOL DISTRICT NO.32
Registered NonProfit and Other in OR	
1	211INFO
2	ACUMENTRA HEALTH
3	ADDICTIONS RECOVERY CENTER, INC
4	Albertina Kerr Centers
5	All God's Children International
6	ALLFOURONE/CRESTVIEW CONFERENCE CTR.
7	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
8	ALZHEIMERS NETWORK OF OREGON
9	Ashland Art Center
10	ASHLAND COMMUNITY HOSPITAL
11	ATHENA LIBRARY FRIENDS ASSOCIATION
12	BARLOW YOUTH FOOTBALL
13	BAY AREA FIRST STEP, INC.
14	BENTON HOSPICE SERVICE
15	BETHEL CHURCH OF GOD
16	BIRCH COMMUNITY SERVICES, INC.
17	BLACHLY LANE ELECTRIC COOPERATIVE
18	BLIND ENTERPRISES OF OREGON
19	Bob Belloni Ranch, Inc.
20	BONNEVILLE ENVIRONMENTAL FOUNDATION
21	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
22	BROAD BASE PROGRAMS INC.

APPENDIX C

23	Camelto Theatre Company
24	Camp Fire Columbia
25	CANBY FOURSQUARE CHURCH
26	CANCER CARE RESOURCES
27	Cascade Health Solutions
28	CASCADIA BEHAVIORAL HEALTHCARE
29	CASCADIA REGION GREEN BUILDING COUNCIL
30	CATHOLIC CHARITIES
31	CATHOLIC COMMUNITY SERVICES
32	CENTER FOR COMMUNITY CHANGE
33	CENTER FOR RESEARCH TO PRACTICE
34	CENTRAL BIBLE CHURCH
35	CENTRAL CITY CONCERN
36	CENTRAL DOUGLAS COUNTY FAMILY YMCA
37	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
38	CHILDPEACE MONTESSORI
39	Children's Relief Nursery
40	CITY BIBLE CHURCH
41	CLACKAMAS RIVER WATER
42	CLASSROOM LAW PROJECT
43	Clatskanie People's Utility District
44	COAST REHABILITATION SERVICES
45	Coastal Family Health Center
46	COLLEGE HOUSING NORTHWEST
47	COLUMBIA COMMUNITY MENTAL HEALTH
48	COMMUNITY ACTION ORGANIZATION
49	COMMUNITY ACTION TEAM, INC.
50	COMMUNITY CANCER CENTER
51	COMMUNITY HEALTH CENTER, INC
52	COMMUNITY VETERINARY CENTER
53	CONFEDERATED TRIBES OF GRAND RONDE
54	CONSERVATION BIOLOGY INSTITUTE
55	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
56	CORVALLIS MOUNTAIN RESCUE UNIT
57	COVENANT CHRISTIAN HOOD RIVER
58	COVENANT RETIREMENT COMMUNITIES
59	DECISION SCIENCE RESEARCH INSTITUTE, INC.
60	DELIGHT VALLEY CHURCH OF CHRIST
61	DOGS FOR THE DEAF, INC.
62	DOUGLAS ELECTRIC COOPERATIVE, INC.
63	EAST HILL CHURCH
64	EAST SIDE FOURSQUARE CHURCH
65	EAST WEST MINISTRIES INTERNATIONAL
66	Eastern Oregon Alcoholism Foundation
67	EDUCATIONAL POLICY IMPROVEMENT CENTER
68	ELMIRA CHURCH OF CHRIST
69	EMERALD PUD
70	EMMAUS CHRISTIAN SCHOOL

APPENDIX C

71	EN AVANT, INC.
72	Energy Trust of Oregon
73	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
74	environmental law alliance worldwide
75	EUGENE BALLET COMPANY
76	EUGENE SYMPHONY ASSOCIATION, INC.
77	EUGENE WATER & ELECTRIC BOARD
78	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
79	FAIR SHARE RESEARCH AND EDUCATION FUND
80	FAITH CENTER
81	FAITHFUL SAVIOR MINISTRIES
82	FAMILIES FIRST OF GRANT COUNTY, INC.
83	FANCONI ANEMIA RESEARCH FUND INC.
84	FARMWORKER HOUSING DEV CORP
85	First Baptist Church of Enterprise
86	FIRST CHURCH OF THE NAZARENE
87	FIRST UNITARIAN CHURCH
88	FORD FAMILY FOUNDATION
89	FOUNDATIONS FOR A BETTER OREGON
90	FRIENDS OF THE CHILDREN
91	GATEWAY TO COLLEGE NATIONAL NETWORK
92	GOAL ONE COALITION
93	GOLD BEACH POLICE DEPARTMENT
94	GOOD SHEPHERD COMMUNITIES
95	Good Shepherd Medical Center
96	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
97	GRACE BAPTIST CHURCH
98	GRANT PARK CHURCH
99	Grantmakers for Education
100	GRANTS PASS MANAGEMENT SERVICES, DBA
101	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
102	HALFWAY HOUSE SERVICES, INC.
103	HEARING AND SPEECH INSTITUTE INC
104	HELP NOW! ADVOCACY CENTER
105	HIGHLAND HAVEN
106	HIGHLAND UNITED CHURCH OF CHRIST
107	HIV ALLIANCE, INC
108	HOUSING AUTHORITY OF LINCOLN COUNTY
109	HOUSING AUTHORITY OF PORTLAND
110	HOUSING NORTHWEST
111	Independent Development Enterprise Alliance
112	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
113	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
114	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
115	InventSuccess
116	IRCO
117	JASPER MOUNTAIN
118	JUNIOR ACHIEVEMENT

APPENDIX C

119	KLAMATH HOUSING AUTHORITY
120	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
121	LA GRANDE UNITED METHODIST CHURCH
122	Lane Council of Governments
123	LANE ELECTRIC COOPERATIVE
124	LANE MEMORIAL BLOOD BANK
125	LANECO FEDERAL CREDIT UNION
126	LAUREL HILL CENTER
127	LIFEWORCS NW
128	LIVING WAY FELLOWSHIP
129	LOAVES & FISHES CENTERS, INC.
130	LOCAL GOVERNMENT PERSONNEL INSTITUTE
131	LOOKING GLASS YOUTH AND FAMILY SERVICES
132	MACDONALD CENTER
133	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
134	MARION COUNTY HOUSING AUTHORITY
135	Mental Health for Children, Inc.
136	METRO HOME SAFETY REPAIR PROGRAM
137	METROPOLITAN FAMILY SERVICE
138	MID COLUMBIA COUNCIL OF GOVERNMENTS
139	MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL
140	MID-COLUMBIA CENTER FOR LIVING
141	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
142	MORNING STAR MISSIONARY BAPTIST CHURCH
143	MORRISON CHILD AND FAMILY SERVICES
144	MOSAIC CHURCH
145	NAMI of Washington County
146	NAMI OREGON
147	NATIONAL PSORIASIS FOUNDATION
148	NATIONAL WILD TURKEY FEDERATION
149	NEW AVENUES FOR YOUTH INC
150	NEW BEGINNINGS CHRISTIAN CENTER
151	NEW HOPE COMMUNITY CHURCH
152	NEWBERG FRIENDS CHURCH
153	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
154	North Pacific District of Foursquare Churches
155	NORTHWEST ENERGY EFFICIENCY ALLIANCE
156	NORTHWEST FOOD PROCESSORS ASSOCIATION
157	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
158	NORTHWEST REGIONAL EDUCATIONAL LABORATORY
159	NORTHWEST YOUTH CORPS
160	OCHIN
161	OHSU FOUNDATION
162	OLIVET BAPTIST CHURCH
163	OMNIMEDIX INSTITUTE
164	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
165	OREGON BALLET THEATRE
166	OREGON CITY CHURCH OF THE NAZARENE

APPENDIX C

167	OREGON COAST COMMUNITY ACTION
168	OREGON DEATH WITH DIGNITY
169	OREGON DONOR PROGRAM
170	OREGON EDUCATION ASSOCIATION
171	OREGON ENVIRONMENTAL COUNCIL
172	OREGON LIONS SIGHT & HEARING FOUNDATION
173	OREGON MUSUEM OF SCIENCE AND INDUSTRY
174	Oregon Nikkei Endowment
175	OREGON PROGRESS FORUM
176	Oregon Psychoanalytic Center
177	Oregon Public Broadcasting
178	OREGON REPERTORY SINGERS
179	Oregon Research Institute
180	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
181	OREGON SUPPORTED LIVING PROGRAM
182	OSLC COMMUNITY PROGRAMS
183	OUTSIDE IN
184	OUTSIDE IN
185	PACIFIC CASCADE FEDERAL CREDIT UNION
186	PACIFIC FISHERY MANAGEMENT COUNCIL
187	PACIFIC INSTITUTES FOR RESEARCH
188	PACIFIC STATES MARINE FISHERIES COMMISSION
189	PARALYZED VETERANS OF AMERICA
190	PARTNERSHIPS IN COMMUNITY LIVING, INC.
191	PENDLETON ACADEMIES
192	PENTAGON FEDERAL CREDIT UNION
193	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
194	Polk Soil and Water Conservation District
195	PORT CITY DEVELOPMENT CENTER
196	PORTLAND ART MUSEUM
197	PORTLAND BUSINESS ALLIANCE
198	Portland Community Reinvestment Initiatives, Inc.
199	PORTLAND HABILITATION CENTER, INC.
200	Portland Oregon Visitors Association
201	PORTLAND SCHOOLS FOUNDATION
202	PORTLAND WOMENS CRISIS LINE
203	PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
204	PRINGLE CREEK SUSTAINABLE LIVING CENTER
205	PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL
206	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
207	QUADRIPEGICS UNITED AGAINST DEPENDENCY, INC.
208	REBUILDING TOGETHER - PORTLAND INC.
209	REGIONAL ARTS AND CULTURE COUNCIL
210	RELEVANT LIFE CHURCH
211	RENEWABLE NORTHWEST PROJECT
212	River Network
213	ROGUE FEDERAL CREDIT UNION
214	ROSE VILLA, INC.

APPENDIX C

215	SACRED HEART CATHOLIC DAUGHTERS
216	Safe Harbors
217	SAIF CORPORATION
218	SAINT ANDREW NATIVITY SCHOOL
219	SAINT CATHERINE OF SIENA CHURCH
220	SAINT JAMES CATHOLIC CHURCH
221	Salem Academy
222	SALEM ALLIANCE CHURCH
223	SALEM ELECTRIC
224	SALMON-SAFE INC.
225	SCIENCEWORKS
226	Scottish Rite
227	SE WORKS
228	SECURITY FIRST CHILD DEVELOPMENT CENTER
229	SELF ENHANCEMENT INC.
230	SERENITY LANE
231	SEXUAL ASSAULT RESOURCE CENTER
232	SHELTERCARE
233	SHERIDAN JAPANESE SCHOOL FOUNDATION
234	SHERMAN DEVELOPMENT LEAGUE, INC.
235	SILVERTON AREA COMMUNITY AID
236	SISKIYOU INITIATIVE
237	SMART
238	SOCIAL VENTURE PARTNERS PORTLAND
239	SONRISE CHURCH
240	SOUTH COAST HOSPICE, INC.
241	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
242	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
243	SOUTHERN OREGON HUMANE SOCIETY
244	SPARC ENTERPRISES
245	SPIRIT WIRELESS
246	SPONSORS, INC.
247	SPOTLIGHT THEATRE OF PLEASANT HILL
248	SPRINGFIELD UTILITY BOARD
249	ST VINCENT DE PAUL
250	ST. ANTHONY CHURCH
251	ST. ANTHONY SCHOOL
252	St. Katherine's Catholic Church
253	ST. MARYS OF MEDFORD, INC.
254	St. Matthew Catholic School
255	St. Pius X School
256	ST. VINCENT DEPAUL OF LANE COUNTY
257	STAND FOR CHILDREN
258	STAR OF HOPE ACTIVITY CENTER INC.
259	Store to Door
260	Street Ministry
261	SUMMIT VIEW COVENANT CHURCH
262	SUNNYSIDE FOURSQUARE CHURCH

APPENDIX C

263	SUNRISE ENTERPRISES
264	SUSTAINABLE NORTHWEST
265	TAKE III OUTREACH
266	Temple Beth Israel
267	TENAS ILLAHEE CHILDCARE CENTER
268	The ALS Association Oregon and SW Washington Chapter
269	The Dreaming Zebra Foundation
270	THE EARLY EDUCATION PROGRAM, INC.
271	The International School
272	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
273	THE NEXT DOOR
274	THE OREGON COMMUNITY FOUNDATION
275	The Ross Ragland Theater and Cultural Center
276	THE SALVATION ARMY - CASCADE DIVISION
277	The Wallace Medical Concern
278	TILLAMOOK CNTY WOMENS CRISIS CENTER
279	TILLAMOOK ESTUARIES PARTNERSHIP
280	TOUCHSTONE PARENT ORGANIZATION
281	TRAILS CLUB
282	TRAINING EMPLOYMENT CONSORTIUM
283	Transition Projects, Inc
284	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
285	TRILLIUM FAMILY SERVICES, INC.
286	UMPQUA COMMUNITY DEVELOPMENT CORPORATION
287	Umpqua Community Health Center
288	Union County Economic Development Corp.
289	UNION GOSPEL MISSION
290	UNITED CEREBRAL PALSY OF OR AND SW WA
291	UNITED WAY OF THE COLUMBIA WILLAMETTE
292	US CONFERENCE OF MENONNITE BRETHREN CHURCHES
293	US FISH AND WILDLIFE SERVICE
294	USAGENCIES CREDIT UNION
295	VERMONT HILLS FAMILY LIFE CENTER
296	Viking Sal Senior Center
297	VIRGINIA GARCIA MEMORIAL HEALTH CENTER
298	VOLUNTEERS OF AMERICA OREGON
299	WE CARE OREGON
300	WESTERN RIVERS CONSERVANCY
301	WESTERN STATES CENTER
302	WESTSIDE BAPTIST CHURCH
303	WHITE BIRD CLINIC
304	WILD SALMON CENTER
305	WILLAMETTE FAMILY
306	WILLAMETTE LUTHERAN HOMES, INC
307	WILLAMETTE VIEW INC.
308	Women's Safety & Resource Center
309	WOODBURN AREA CHAMBER OF COMMERCE
310	WORD OF LIFE COMMUNITY CHURCH

APPENDIX C

311	WORKSYSTEMS INC
312	YOUTH GUIDANCE ASSOC.
313	YWCA SALEM
Registered Special/Independent in OR	
1	Banks Fire District #13
2	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
3	CHEHALEM PARK AND RECREATION DISTRICT
4	COLUMBIA 911 COMMUNICATIONS DISTRICT
5	GLENDALE RURAL FIRE DISTRICT
6	HOODLAND FIRE DISTRICT NO.74
7	KLAMATH COUNTY 9-1-1
8	La Pine Park & Recreation District
9	LANE EDUCATION SERVICE DISTRICT
10	LANE TRANSIT DISTRICT
11	METROPOLITAN EXPOSITION-RECREATION COMMISSION
12	NW POWER POOL
13	OAK LODGE WATER DISTRICT
14	PORT OF SIUSLAW
15	PORT OF ST HELENS
16	REGIONAL AUTOMATED INFORMATION NETWORK
17	SALEM AREA MASS TRANSIT DISTRICT
18	Siuslaw Public Library District
19	THE PORT OF PORTLAND
20	TriMet Transit
21	TUALATIN HILLS PARK AND RECREATION DISTRICT
22	TUALATIN VALLEY WATER DISTRICT
23	UNION SOIL & WATER CONSERVATION DISTRICT
24	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
25	WILLAMALANE PARK AND RECREATION DISTRICT
Registered State Agencies in OR	
1	BOARD OF MEDICAL EXAMINERS
2	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
3	Office of the Ong Term Care Ombudsman
4	OFFICE OF THE STATE TREASURER
5	OREGON BOARD OF ARCHITECTS
6	OREGON CHILD DEVELOPMENT COALITION
7	OREGON DEPARTMENT OF EDUCATION
8	OREGON DEPARTMENT OF FORESTRY
9	OREGON DEPT OF TRANSPORTATION
10	OREGON DEPT. OF EDUCATION
11	OREGON LOTTERY
12	OREGON OFFICE OF ENERGY
13	OREGON STATE BOARD OF NURSING
14	OREGON STATE DEPT OF CORRECTIONS
15	OREGON STATE POLICE
16	OREGON TOURISM COMMISSION
17	OREGON TRAVEL INFORMATION COUNCIL
18	SANTIAM CANYON COMMUNICATION CENTER

APPENDIX C

19	SEIU LOCAL 503, OPEU
Registered Counties and Parishes in HI	
1	BOARD OF WATER SUPPLY
2	COUNTY OF HAWAII
3	MAUI COUNTY COUNCIL
Registered Higher Education in HI	
1	ARGOSY UNIVERSITY
2	BRIGHAM YOUNG UNIVERSITY - HAWAII
3	COLLEGE OF THE MARSHALL ISLANDS
4	HAWAII PACIFIC UNIVERSITY
5	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
6	UNIVERSITY OF HAWAII AT MANOA
Registered K-12 in HI	
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
2	EMMANUAL LUTHERAN SCHOOL
3	HANAHAU`OLI SCHOOL
4	HAWAII TECHNOLOGY ACADEMY
5	ISLAND SCHOOL
6	KAMEHAMEHA SCHOOLS
7	KE KULA O S. M. KAMAKAU
8	MARYKNOLL SCHOOL
9	PACIFIC BUDDHIST ACADEMY
Registered NonProfit and Other in HI	
1	ALCOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
2	ALOHACARE
3	AMERICAN LUNG ASSOCIATION
4	AOAO Royal Capitol Plaza
5	ASSOCIATION OF OWNERS OF KUKUI PLAZA
6	BISHOP MUSEUM
7	BUILDING INDUSTRY ASSOCIATION OF HAWAII
8	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
9	EAH, INC.
10	EASTER SEALS HAWAII
11	GOODWILL INDUSTRIES OF HAWAII, INC.
12	HABITAT FOR HUMANITY MAUI
13	HALE MAHAOLU
14	HAROLD K.L. CASTLE FOUNDATION
15	HAWAII AGRICULTURE RESEARCH CENTER
16	Hawaii Carpenters Market Recovery Program Fund
17	HAWAII EMPLOYERS COUNCIL
18	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
19	Hawaii Island Humane Society
20	HAWAII STATE FCU
21	HONOLULU HABITAT FOR HUMANITY
22	IUPAT, DISTRICT COUNCIL 50
23	LANAKILA REHABILITATION CENTER INC.
24	LEEWARD HABITAT FOR HUMANITY
25	MAUI COUNTY FCU

APPENDIX C

26	MAUI ECONOMIC DEVELOPMENT BOARD
27	MAUI ECONOMIC OPPORTUNITY, INC.
28	MAUI FAMILY YMCA
29	NA HALE O MAUI
30	NA LEI ALOHA FOUNDATION
31	NETWORK ENTERPRISES, INC.
32	ORI ANUENUE HALE, INC.
33	PARTNERS IN DEVELOPMENT FOUNDATION
34	POLYNESIAN CULTURAL CENTER
35	PUNAHOU SCHOOL
36	Saint Louis School
37	ST. THERESA CHURCH
38	St. Theresa School
39	UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
40	W. M. KECK OBSERVATORY
41	WAIANAE COMMUNITY OUTREACH
42	WAILUKU FEDERAL CREDIT UNION
43	YMCA OF HONOLULU
Registered State Agencies in HI	
1	ADMIN. SERVICES OFFICE
2	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
3	HAWAII HEALTH SYSTEMS CORPORATION
4	SOH- JUDICIARY CONTRACTS AND PURCH
5	STATE DEPARTMENT OF DEFENSE
6	STATE OF HAWAII
7	STATE OF HAWAII
8	STATE OF HAWAII, DEPT. OF EDUCATION
Registered Cities, Towns, Villages and Boroughs in LA	
1	ASCENSION PARISH LIBRARY
2	BALL POLICE DEPARTMENT
3	BREAUX BRIDGE HOUSING AUTHORITY
4	BUNKIE FIRE DEPT
5	CADDO PARISH CLERK OF COURT
6	CITY OF ALEXANDRIA
7	CITY OF BAKER POLICE DEPARTMENT
8	CITY OF BOSSIER
9	CITY OF COVINGTON
10	city of gretna
11	CITY OF HAMMOND
12	City of Harahan
13	CITY OF KENNER
14	CITY OF LAKE CHARLES FIRE DEPT
15	CITY OF LEESVILLE
16	CITY OF MINDEN
17	CITY OF MONROE
18	CITY OF NEW ROADS
19	CITY OF PLAQUEMINE
20	CITY OF PORT ALLEN

APPENDIX C

21	CITY OF RUSTON
22	CITY OF SHREVEPORT
23	CITY OF SLIDELL
24	CITY OF VILLE PLATTE
25	CITY OF WEST MONROE
26	CITY OF WESTLAKE
27	CITY OF WINNFIELD
28	CITY OF WINNSBORO
29	DENHAM SPRINGS CITY MARSHAL
30	FIRE PROTECTION DIST. NO. 5
31	GREATER NEW ORLEANS EXPRESSWAY COMMISSION
32	GREATER NEW ORLEANS FOUNDATION
33	LOUISIANA PUBLIC EMPLOYEES COUNCIL 17 AFSCME AFL- CIO BUILDING CORP
34	MONROE CITY
35	Pelican State Credit Union
36	PONCHATOULA POLICE DEPT.
37	RAYNE HOUSING AUTHORITY
38	Sewerage and Water Board of New Orleans
39	ST. BERNARD PARISH GOVERNMENT
40	TOWN OF ARCADIA
41	TOWN OF BENTON
42	TOWN OF CHURCH POINT
43	TOWN OF FARMERVILLE
44	TOWN OF GRAND ISLE
45	TOWN OF HAYNESVILLE
46	TOWN OF HOMER
47	TOWN OF JONESBORO
48	TOWN OF JONESVILLE
49	TOWN OF LEONVILLE
50	TOWN OF OLLA
51	TOWN OF PEARL RIVER
52	TOWN OF RAYVILLE
53	TOWN OF ROSEPINE
54	TOWN OF STERLINGTON
55	TOWN OF WATERPROOF
56	TOWN OF WHITE CASTLE
57	VILLAGE OF FENTON
58	VILLAGE OF FOREST HILL
59	VILLAGE OF PALMETTO
Registered Counties and Parishes in LA	
1	15TH JUDICIAL DISTRICT COURT
2	Acadia Parish Clerk of Court
3	ASSUMPTION PARISH LIBRARY
4	BIENVILLE PARISH POLICE JURY
5	BOSSIER LEVEE DISTRICT
6	BOSSIER PARISH ASSESSOR
7	BOSSIER PARISH CLERK OF CT
8	BOSSIER SHERIFFS DEPARTMENT

APPENDIX C

9	CADDO PARISH COMMISSION
10	CADDO PARISH TAX ASSESSOR
11	CALDWELL PARISH CLERK OF COURT
12	CALDWELL PARISH HOUSING AUTHORITY
13	CATAHOULA PARISH POLICE JURY
14	CITY OF OPELOUSAS
15	CLAIBORNE PARISH POLICE JURY
16	CONCORDIA PARISH POLICE JURY
17	DESOTO PARISH EMS
18	DESOTO PARISH POLICE JURY
19	DESOTO PARISH TAX ASSESSOR
20	EAST BATON ROUGE PARISH CLERK OF COURT
21	East Baton Rouge Parish Drug Court Treatment Center
22	EAST CENTRAL BOSSIER PARISH FIRE DISTRICT #1
23	EAST FELICIANA PARISH SHERIFF OFFICE
24	EVANGELINE PARISH SHERIFF DEPT.
25	FIRE PROTECTION DISTRICT NO 1 OF TENSAS PARISH
26	FRANKLIN ECONOMIC DEVELOPMENT FOUNDATION
27	GRANT PARISH POLICE JURY
28	GRANT PARISH POLICE JURY GAS DEPT.
29	GRANT PARISH SHERIFF
30	IBERIA PARISH GOVERNMENT
31	IBERVILLE PARISH COUNCIL
32	JACKSON PARISH POLICE JURY
33	JEFFERSON PARISH DISTRICT ATTORNEY
34	JEFFERSON PARISH GOVERNMENT
35	LA SALLE PARISH POLICE JURY
36	LINCOLN PARISH LIBRARY
37	Livingston Council On Aging
38	MOREHOUSE PARISH POLICE JURY
39	ORLEANS PARISH CRIMINAL SHERIFFS OFFICE
40	OUACHITA MULTI-PURPOSE COMMUNITY ACTION PROGRAM, INC
41	OUACHITA PARISH POLICE JURY
42	OUACHITA PARISH POLICE JURY
43	PLAQUEMINES PARISH GOVERNMENT
44	POINTE COUPEE PARISH POLICE JURY
45	RAPIDES PARISH LIBRARY
46	RAPIDES PARISH POLICE JURY
47	RICHLAND PARISH LIBRARY
48	RICHLAND PARISH SHERIFF DEPARTMENT
49	SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION
50	ST JOHNS THE BAPTIST PARISH
51	ST LANDRY PARISH SHERIFF DEPT
52	ST TAMMANY FIRE DISTRICT 4
53	ST. BERNARD PARISH ADULT DRUG COURT
54	ST. CHARLES PARISH
55	St. Landry Parish Tourist Commission
56	ST. MARY PARISH GOVERNMENT

APPENDIX C

57	St. Mary Parish Recreation District #3
58	St. Tammany Parish Assessor
59	SULPHUR PARKS AND RECREATION
60	TANGIPAHOA MOSQUITO ABATEMENT DISTRICT
61	TENSAS PARISH POLICE JURY
62	THIRD JUDICIAL DISTRICT COURT
63	UNION PARISH HOMELAND SECURITY
64	WEBSTER PARISH POLICE JURY
65	WEST CARROLL PARISH SHERIFFS DEPT.
66	WEST FELICIANA COMMUNICATIONS DISTRICT
67	WINN PARISH DISTRICT ATTORNEY
68	WINN PARISH POLICE JURY
Registered Higher Education in LA	
1	Acadiana Technical College
2	CAMERON COLLEGE
3	CENTENARY COLLEGE OF LOUISIANA
4	COMPASS CAREER COLLEGE
5	DELGADO COMMUNITY COLLEGE
6	DILLARD UNIVERSITY
7	GRETNA CAREER COLLEGE
8	Kappa Kappa Gamma
9	LOUISIANA STATE UNIVERSITY
10	LOUISIANA TECHNICAL COLLEGE
11	LOYOLA UNIVERSITY OF NEW ORLEANS
12	LSUHSC - SHREVEPORT
13	NEW ORLEANS BAPTIST THEOLOGICAL SEMINARY
14	NOTRE DAME SEMINARY
15	OUR LADY OF HOLY CROSS COLLEGE
16	SOUTH LA COMMUNITY COLLEGE
17	SOUTHEASTERN LOUISIANA UNIVERSITY
18	SOUTHERN UNIVERSITY
19	THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND
20	THE ART STATION
Registered K-12 in LA	
1	ACADEMY OF THE SACRED HEART
2	ACADIA PARISH SCHOOL BOARD
3	Advocacy for the Arts & Technology
4	Alexandria Country Day School
5	ARCHBISHOP RUMMEL HIGH SCHOOL
6	Archbishop Shaw High School
7	AVOYELLES PARISH SCHOOL BOARD
8	BEAUREGARD PARISH SCHOOL BOARD
9	BOSSIER PARISH SCHOOL BOARD
10	Bossier Parish School Board (BPSB)
11	CADDO PARISH MAGNET HIGH SCHOOL
12	CADDO PARISH SCHOOLS
13	CALCASIEU PARISH SCHOOL SYSTEM
14	CATAHOULA PARISH SCHOOL BOARD

APPENDIX C

15	CATHOLIC HIGH SCHOOL
16	CATHOLIC OF POINTE COUPEE SCHOOL
17	Cedar Creek School
18	CENTRAL PRIVATE SCHOOL
19	CENTRAL SCHOOL CORP.
20	CHILDREN'S CHARTER MIDDLE SCHOOL
21	CLAIBORNE PARISH SCHOOL BOARD
22	DARBONNE WOODS CHARTER SCHOOL, INC.
23	DELHI CHARTER SCHOOL
24	DeSoto Parish School Board
25	DIOCESE OF LAFAYETTE
26	E.D. WHITE CATHOLIC HIGH
27	EAST CARROLL PARISH SCHOOL BOARD
28	EPISCOPAL HIGH SCHOOL OF BATON ROUGE
29	EXCELSIOR CHRISTIAN SCHOOL
30	GRACE LUTHERAN CHURCH AND EARLY CHILDHOOD CENTER
31	HOLY TRINITY LUTHERAN CHURCH AND SCHOOL
32	HOSANNA FIRST ASSEMBLY OF GOD
33	IBERVILLE PARISH SCHOOL BOARD
34	JACKSON PARISH SCHOOL BOARD
35	JEFFERSON DAVIS PARISH SCHOOL BOARD
36	JEFFERSON PARISH SCHOOL BOARD
37	JESUS THE GOOD SHEPHERD SCHOOL
38	LAFAYETTE PARISH SCHOOL SYSTEM
39	LaSalle Parish School District
40	LINCOLN PARISH SCHOOL BOARD
41	LITTLE ANGELS SCHOOL AND DAY CARE
42	LIVINGSTON PARISH PUBLIC SCHOOLS
43	LORANGER HIGH SCHOOL FOOTBALL
44	LSMSA
45	MADISON PARISH SCHOOL BOARD
46	MENTORSHIP ACADEMY
47	MONROE CITY SCHOOLS
48	MOREHOUSE PARISH SCHOOL BOARD
49	Morris Jeff Community School
50	NEWELLTON ELEMENTARY SCHOOL
51	NORTHEAST BAPTIST SCHOOL
52	OAK FOREST ACADEMY
53	OPELOUSAS CATHOLIC SCHOOL
54	OUACHITA PARISH SCHOOL BOARD
55	Parkview Baptist
56	Parkview Baptist School
57	RAPIDES PARISH SCHOOL BOARD
58	Recovery School District
59	RICHLAND PARISH SCHOOL BOARD
60	RIVERSIDE ACADEMY
61	ST JOSEPH THE WORKER
62	ST LANDRY PARISH SCHOOL BOARD

APPENDIX C

63	ST MARY'S DOMINICAN HS
64	ST. AMANT HIGH SCHOOL
65	ST. AUGUSTINE HIGH SCHOOL
66	ST. BERNARD PARISH PUBLIC SCHOOL DISTRICT
67	St. Charles Parish Public Schools
68	ST. CLETUS SCHOOL
69	ST. DOMINIC SCHOOL
70	St. Edward School
71	ST. JOAN OF ARC SCHOOL
72	ST. JOHN ELEMENTARY/MIDDLE SCHOOL
73	ST. MARIA GORETTI CHURCH
74	ST. PIUS X SCHOOL
75	St.Mary Parish School Board
76	STATE DEPARTMENT OF EDUCATION
77	TANGIPAHOA PARISH SCHOOL SYSTEM
78	THE DUNHAM SCHOOL
79	UNION PARISH SCHOOL BOARD
80	VERMILION PARISH SCHOOL BOARD
81	VERNON PARISH SCHOOL BOARD
82	VIDALIA JUNIOR HIGH SCHOOL
83	VISITATION OF OUR LADY CATHOLIC SCHOOL
84	WEST BATON ROUGE PARISH SCHOOL BOARD
85	WEST CARROLL PARISH SCHOOL BOARD
86	WESTMINSTER CHRISTIAN ACADEMY
87	WINN PARISH SCHOOL BOARD
Registered NonProfit and Other in LA	
1	A AND B NOTARY
2	ACI ST JOHN LLC
3	ADVOCACY CENTER FOR THE ELDERLY AND DISABLED, INC.
4	AGAPE LOVE
5	ALLEGIANCE HEALTH MANAGEMENT
6	AMERICAN CHILD DAY CARE CENTER
7	ANTIOCH BAPTIST CHURCH
8	APOSTOLIC DELIVERANCE U.P.C. INC.
9	ARCHDIOCESE OF NEW ORLEANS
10	ASSOCIATED PROFESSIONAL EDUCATORS OF LOUISIANA
11	AVOYELLES PROGRESS ACTION COMMITTEE, INC
12	BARKSDALE FEDERAL CREDIT UNION
13	BARKSDALE UNITED METHODIST CHURCH
14	Baton Rouge Children's Advocacy Center
15	Beginners Mind Inc
16	BENTON UNITED METHODIST CHURCH
17	BONITA ROAD BAPTIST CHURCH
18	BOOST FOUNDATION, INC.
19	BOSSIER CHAMBER OF COMMERCE
20	BOSSIER PARISH MAXIMUM SECURITY JAIL
21	BOY SCOUTS OF AMERICA
22	BROADMOOR CHRISTIAN CHURCH

APPENDIX C

23	BROADMOOR PRESBYTERIAN CHURCH
24	BROADMOOR UNITED METHODIST PRESCHOOL
25	CAJUNDOME
26	CALLAWAY ENTERPRISES
27	CALVARY BAPTIST CHURCH
28	CAPITAL CITY PRESS
29	CENLA AREA AGENCY ON AGING, INC.
30	CENLA COMMUNITY ACTION COMMITTEE, INC.
31	CENTRAL ASSEMBLY OG GOD
32	CENTRAL CITY EOC
33	CHILDREN'S HOSPITAL
34	CHITIMACHA TRIBE OF LOUISIANA
35	CHRISTVIEW CHRISTIAN CHURCH
36	Church United for Community Development
37	CITY OF FAITH PRISON MINISTRIES, INC.
38	COMITE BAPTIST CHURCH
39	COMMITTEE FOR PLAQUEMINES RECOVERY
40	COMMUNITY SUPPORT PROGRAMS, INC.
41	congregation temple sinai
42	COOK BAPTIST CHURCH
43	Cornerstone Church of Zachary Inc
44	CROSSPOINT BAPTIST CHURCH
45	CROSSROADS CHURCH
46	DEMCO
47	DESOTO PARISH LIBRARY
48	DISABLED VETERNS OF LA CHAPTER 4
49	Divine Touch Community development Center
50	EASTER SEALS LOUISIANA
51	ELDERCARE SUPPORT SERVICES
52	ELIZABETH BAPTIST CHURCH
53	EMMANUEL BAPTIST CHURCH
54	EMMANUEL BAPTIST CHURCH
55	EMMANUEL BAPTIST CHURCH
56	EMMANUEL MISSIONARY BAPTIST CHURCH
57	EVANGELINE BAPTIST CHURCH
58	FAITH TABERNACLE CHURCH
59	FAMILY MEDICAL CLINIC OF MER ROUGE
60	FAMILY RESOURCES OF NEW ORLEANS
61	FAMILY WORSHIP CENTER CHURCH INC
62	FIRST APOSTOLIC CHURCH
63	FIRST BAPTIST CHURCH
64	FIRST BAPTIST CHURCH
65	FIRST BAPTIST CHURCH
66	FIRST BAPTIST CHURCH COVINGTON
67	FIRST BAPTIST CHURCH RUSTON
68	FIRST CHURCH OF GOD IN OAK GROVE, INC.
69	FIRST UNITED METHODIST CHURCH
70	First United Methodist Church of Slidell

APPENDIX C

71	FRANKLIN MEDICAL CENTER
72	FROM BONDAGE TO FREEDOM
73	Full Gospel Church
74	G B COOLEY SERVICES
75	GIRL SCOUTS OF LA - PINES TO GULF
76	Girls Scouts Louisiana East
77	Go Care
78	GOOD SAMARITANS OF FRANKLIN
79	GRACE COMMUNITY CHURCH
80	GRACE EPISCOPAL CHURCH
81	GRACE LIFE FELLOWSHIP
82	GREATER ELIZABETH BAPTIST CHURCH
83	GREATER HOPE BAPTIST CHURCH
84	greater mount calvary baptist church
85	GREATER OUACHITA WATER COMPANY
86	GULF COAST HOUSING PARTNERSHIP
87	Habitat for Humanity St. Tammany West
88	HANDS ON NETWORK
89	HARVEST CHURCH
90	HAVEN NURSING CENTER, INC.
91	HAVEN REHABILITATION CENTER, INC.
92	HEALING PLACE CHURCH
93	Health Care Centers In Schools
94	HEBRON BAPTIST CHURCH
95	HOPEWELL BAPTIST CHURCH
96	HOSANNA LUTHERAN CHURCH
97	HOSPITAL SERVICE DISTRICT NO.1, D/B/A TRI-WARD
98	HOUSE OF RUTH, INC.
99	HOUSING AUTHORITY OF BOSSIER CITY
100	HOUSING AUTHORITY OF JEFFERSON PARISH
101	IBERIA MEDICAL CENTER
102	IBTS
103	IFA CHURCH
104	Ingleside United Methodist Church
105	ISTROUMA AREA COUNCIL OF BOY SCOUTS
106	JACKSON PARISH HOSPITAL
107	Jefferson Chamber of Commerce
108	jerico road episcopal housing initiative
109	JEWISH FEDERATION OF GREATER BATON ROUGE
110	K AND S CHILDHOOD DEVELOPMENT CENTER
111	KING OF KINGS EVANGELICAL LUTHERAN CHURCH
112	KIWANIS INTERNATIOINAL
113	LA ASSEMBLY OF THE CHURCH OF GOD
114	LA ASSOCIATION COMMUNITY ACTION PARTNERSHIPS
115	LA ONE CALL
116	Lafayette Habitat for Humanity
117	LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
118	LAFAYETTE TEEN COURT, INC

APPENDIX C

119	LAKE BETHLEHEM BAPTIST CHURCH
120	LAKESIDE BAPTIST CHURCH
121	LAKESIDE DAY CARE
122	LANE CHAPEL CME
123	LEWIS CME
124	LINCOLN GENERAL HOSPITAL
125	LITTLE THEATRE OF MONROE, INC.
126	LITTLE UNION BAPTIST CHURCH
127	LIVINGSTON PARISH CHAMBER OF COMMERCE
128	LIVINGSTON PARISH PRESIDENT-COUNCIL
129	LMHA - LOUISIANA MANUFACTURED HOUSING ASSOCIATION
130	LOD AND CAROL COOK CONFERENCE CENTER AND HOTEL
131	LOUIS INFANT CRISIS CENTER
132	LOUISIANA ASSOCIATION OF HEALTH PLANS
133	LOUISIANA DISTRICT ATTORNEYS ASSOCIATION
134	LOUISIANA FAMILY FORUM
135	LOUISIANA HEALTH CARE QUALITY FORUM
136	Louisiana Hemopheilia Foundation Inc
137	LOUISIANA REALTORS ASSOCIATION
138	LOUISIANA SPCA
139	Louisiana Workforce LLC
140	LOUISIANA HIGH SCHOOL ATHLETIC ASSOCIATION
141	MACEDONIA MISSIONS, INC.
142	MACON ECONOMIC OPPORTUNITY
143	MARION BAPTIST CHURCH
144	MARY BIRD CANCER CENTER
145	MCIO HEAD START
146	METRO/REGIONAL BUSINESS INCUBATOR
147	MEYERS MEMORIAL CHAPEL
148	MIRACLE PLACE CHURCH
149	MOREHOUSE GENERAL HOSPITAL
150	MORGAN CITY HOUSING AUTHORITY
151	MORING STAR BAPTIST CHURCH
152	MOUNT CANAAN MISSIONARY BAPTIST CHURCH
153	MOUNT HERMON BAPTIST CHURCH
154	MT. PLEASANT COMMUNITY DEVELOPMENT CORP. INC.
155	MT. SINAI MBC
156	MT. VERNON BAPTIST CHURCH
157	MT. ZION CME CHURCH
158	MW PRINCE HALL MASONIC HALL TEMPLE
159	NALC BRANCH 136
160	NATIONAL SAFETY COUNCIL
161	Nativity of Our Lady Church
162	NEW BEGINNINGS CDC
163	NEW CHAPEL HILL BAPTIST CHURCH
164	NEW DAUGHTERS OF ZION MISSIONARY BAPTIST CHURCH IN
165	NEW GENERATIONS CHURCH OF MONROE, INC
166	NEW GREENWOOD BAPTIST CHURCH

APPENDIX C

167	new home ministries
168	NEW HORIZONS
169	New Orleans BioInnovation Center
170	NEW TABERNACLE BAPTIST CHURCH
171	NEW TESTAMENT UNITED PENTECOSTAL CHURCH
172	NORTH CADDO MEDICAL CENTER
173	NORTHWEST LOUISIANA LIONS EYE BANK
174	NSU CHILD AND FAMILY NETWORK
175	ODYSSEY HOUSE LOUISIANA, INC.
176	OLIVE BRANCH BAPTIST CHURCH
177	OPEN DOOR BAPTIST CHURCH
178	Ouachita Baptist Church
179	Our Lady of Perpetual Help Catholic Church
180	OUR LADY OF PROMPT SUCCOR CHURCH
181	Our Lady of Victory
182	PARKVIEW BAPTIST CHURCH
183	PCPFHF
184	PCSS
185	PEACEFUL REST BAPTIST CHURCH
186	PENIEL BAPTIST CHURCH
187	PHILADELPHIA BAPTIST CHURCH
188	PINE BELT MULTI-PURPOSE COMMUNITY ACTION AGENCY
189	Plaquemines Community C.A.R.E. Center
190	PLEASANT VALLEY UNC
191	PLEASEAN HILL BAPTIST CHURCH
192	POLICE JURY ASSOCIATION OF LOUISIANA
193	PONCHATOULA AREA RECREATION DISTRICT NO.1
194	PRESBYTERIAN CHURCH OF RUSTON
195	Presbytery of South Louisiana - Project Homecoming
196	PRIDE COMMUNITY ASSOCIATION
197	PROVIDENCE HOUSE
198	RAPIDES PRIMARY HEALTH CARE CENTER
199	REPUBLICAN PARTY OF LA
200	RIDGE AVENUE BAPTIST CHURCH
201	ROMAN CATHOLIC CHURCH OF THE DIOCESE OF BATON ROUGE
202	SEEKER SPRINGS MINISTRY CENTER
203	Shell Robert Training & Conference Center
204	SHOWERS OF BLESSING MINISTRIES
205	SHREVEPORT ELECTRICAL HEALTH AND WELFARE FUND
206	SHREVEPORT REGIONAL ARTS COUNCIL
207	SIMMESPORT HOUSING AUTHORITY
208	SOLOMON TEMPLE BAPTIST CHURCH
209	Southern Financial Exchange
210	Southern United Neighborhoods
211	SOUTHSIDE ECONOMIC DEVELOPMENT
212	SOUTHWEST ACADIA HOUSING AUTHORITY
213	ST PATRICK CHURCH
214	ST THOMAS AQUINAS CATHOLIC CHURCH

APPENDIX C

215	ST. ALOYSIUS CATHOLIC SCHOOL
216	ST. ANDREW PRESBYTERIAN CHURCH
217	ST. BERNARD PROJECT
218	ST. FRANCES XAVIER CABRINI CATHOLIC CHURCH
219	ST. FRANCIS DINER
220	ST. GEORGE CHURCH
221	ST. JEAN VIANNEY CHURCH
222	ST. JOHN THE BAPTIST CATHOLIC CHURCH
223	ST. JOHN THE BAPTIST CATHOLIC CHURCH
224	ST. LANDRY PARISH HOUSING AUTHORITY
225	ST. MARY CAA, INC.
226	ST. MARY PARISH TOURIST COMMISSION
227	ST. MARYS BAPTIST CHURCH
228	ST. MICHAEL SPECIAL SCHOOL
229	ST. PAUL BAPTIST CHURCH
230	ST. PAULS UNITED METHODIST CHURCH
231	St. Peter Catholic Church
232	ST. REST BAPTIST CHURCH
233	ST.ANSELM CATHOLIC CHURCH
234	ST.MARY PARISH LIBRARY
235	STARLIGHT BAPTIST CHURCH
236	STEEPLE CHASE BAPTIST CHURCH
237	STERLINGTON HOLINESS TABERNACLE
238	SUMMER GROVE BAPTIST ACADEMY
239	SUMMER GROVE BAPTIST CHURCH
240	SWEETWATER BAPTIST CHURCH
241	The Arc Of Iberia
242	THE CELL COMMUNITY SCHOOL & RESOURCE CENTER
243	THE CHURCH OF THE LIVING GOD
244	THE FULLER CENTER FOR HOUSING OF NWLA
245	THE HARVEST
246	THE HOUSE OF FAITH HOPE AND CHARITY
247	THE SALVATION ARMY
248	THE SHREVEPORT-BOSSIER KOREAN PRESBYTERIAN CHURCH
249	THE SPIRIT OF FREEDOM MINISTRIES
250	THE WAY OF HOLINESS APOSTOLIC CHURCH
251	TOTAL COMMUNITY ACTION, INC.
252	TRAILBLAZER RESOURCE AND CONSERVATION AREA, INC.
253	TRINITY BAPTIST CHURCH
254	Trinity Episcopal Church
255	TRINITY LUTHERAN CHURCH
256	TRINITY WORSHIP CENTER
257	Tulane Hillel
258	Union Community Action, Association
259	UNION COUNCIL ON AGING
260	UNION SPRINGS MBC
261	UNITECH TRAINING ACADEMY
262	UNITED AUTO WORKERS UNION

APPENDIX C

263	UNITED CEREBAL PALSY OF GREATER NEW ORLEANS, INC
264	UNITED METHODIST HOPE MINISTRIES
265	UNITED WAY OF NORTHEAST LOUISIANA, INC.
266	UNITED WAY OF NW LOUISIANA
267	UNITY FOR THE HOMELESS, INC.
268	UNIVERSITY CHURCH OF CHRIST
269	UPWARD BOUND MINISTRIES, INC.
270	URBAN IMPACT MINISTRIES
271	VERMILION PARISH WATERWORKS DISTRICT NO.1
272	VERNON COMMUNITY ACTION COUNCIL, INC.
273	VOLUNTEERS OF AMERICA OF GREATER NEW ORLEANS
274	Welsh Housing Authority
275	WEST BATON ROUGE CHAMBER OF COMMERCE
276	WEST BATON ROUGE PARISH POLICE JURY
277	WEST BATON ROUGE S/O WORK RELEASE
278	WEST JEFFERSON MEDICAL CENTER
279	WILLIAMS MEMORIAL CME
280	WILLIS-KNIGHTON FEDERAL CREDIT UNION
281	WORD OF LIFE MINISTRIES
282	WORKFORCE INVESTMENT BOARD SDA-83
283	YMCA OF SHREVEPORT, LA
284	YOUNGSVILLE HOUSING AUTHORITY
Registered Special/Independent in LA	
1	BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS
2	BOSSIER PARISH COMMUNICATIONS DISTRICT NO. 1
3	CAPITAL AREA LEGAL SERVICES CORP
4	LAFAYETTE AIRPORT COMMISSION
5	NEW ORLEANS REGIONAL BUSINESS PARK
6	POVERTY POINT RESERVOIR DISTRICT
7	ST. GEORGE FIRE PROTECTION DISTRICT NO.2
8	ST. TAMMANY PARISH FIRE PROTECTION DISTRICT NO. 3
9	UNIVERSITY HOUSE@ACADIANA
Registered State Agencies in LA	
1	18TH JDC-ALVIN BATISTE, JR JUDGE
2	26 TH JUDICIAL COURT
3	26TH JUDICIAL DISTRICT PUBLIC DEFENDER
4	C.A.S.S.E.
5	COLUMBIA DEVELOPMENT CENTER
6	CONCEALED HANDGUN PERMIT UNIT
7	Covington Housing Authority
8	DEPARTMENT OF REVENUE/LOUISIANA
9	DEPT OF CULTURE RECREATION AND TOURISM
10	DHH-OFFICE OF PUBLIC HEALTH
11	ELAYN HUNT CORRECTIONAL CENTER
12	FLETCHER TECHNICAL COMMUNITY COLLEGE
13	HAMMOND DEVELOPMENTAL CENTER
14	HOUMA-TERREBONNE HOUSING AUTHORITY
15	LA DEPT OF WILDLIFE AND FISHERIES

APPENDIX C

16	LA OFFICE OF STATE PARKS
17	LA RESEARCH PARK CORPORATION
18	LA SHERIFFS PENSION AND RELIEF FUND
19	LA. DIVISION OF ADMINISTRATION
20	Leonard J Chabert Medical Center
21	LINCOLN COUNCIL ON THE AGING
22	Louisiana Board of Barbers Examiners
23	LOUISIANA BOARD OF CHIROPRACTIC EXAMINERS
24	LOUISIANA DEPARTMENT OF STATE
25	LOUISIANA HOUSING FINANCE AGENCY
26	LOUISIANA STATE GOV. BIDS
27	LOUISIANA TECH UNIVERSITY
28	LSU AGCENTER EXTENSION SERVICE OFFICE
29	Isu health systems
30	LSUHSC/E.A. CONWAY MEDICAL CENTER
31	METROPOLITAN DEVELOPMENTAL CENTER
32	MHSD/CHARTRES-PONTCHARTRAIN BEHAVIOR HEALTH CENTER
33	Orleans Parish Communication District
34	Richland Parish Tax Assessors office
35	Ruston Housing Authority
36	SPECIAL EDUCATION DISTRICT NO.1 OF LAFOURCHE
37	State of Louisiana Office of Legislative Auditor
38	THE SPRINGS OF RECOVERY ADOLESCENT PROGRAM
39	VERNON WORKFORCE CENTER

APPENDIX D
ARRA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

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

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

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

AVAILABILITY OF FUNDING

Contractor/Grantee agrees that programs supported with temporary federal funds made available from the Recovery Act may not be continued with City of Seattle financed appropriations once the temporary federal funds are expended.

BUY AMERICAN REQUIREMENT

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

CONFLICTING REQUIREMENTS

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with City of Seattle requirements, the Recovery Act requirements shall control.

FALSE CLAIMS ACT

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

APPENDIX D
ARRA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

ENFORCEABILITY

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

INSPECTION OF RECORDS

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

JOB POSTING REQUIREMENTS

Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to post jobs created and retained as a result of stimulus funds on the State of Washington (www.recovery.wa.gov).

PROHIBITION ON USE OF RECOVERY ACT FUNDS

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

REPORTING REQUIREMENTS

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

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

APPENDIX D
ARRA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

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

SEGREGATION OF FUNDS

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

APPENDIX D
ARRA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

SUBCONTRACTOR REQUIREMENTS

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

WAGE REQUIREMENTS

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

WHISTLEBLOWER PROTECTION

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

APPENDIX E
FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

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

In addition, Contractor agrees to the following specific provisions:

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

APPENDIX E
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 University and be disposed of in accordance with University policy. The University, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

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

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

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

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

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

**APPENDIX F
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
BULLETIN NO. 44d**

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	USE OF MATERIALS BULLETIN NO 44d
ASSISTANT SECRETARY FOR HOUSING	Date Issued:
FEDERAL HOUSING COMMISSIONER	August 15, 1993
TO: DIRECTORS, HOUSING DEVELOPMENT DIVISION	
SUBJECT: HUD BUILDING PRODUCT STANDARDS AND CERTIFICATION	
PROGRAM FOR CARPET	

Members of the HUD staff processing cases and inspecting construction shall use this information in determining acceptability of the subject products for the use indicated.

This bulletin should be filed with bulletins on Special Methods of Construction and Materials as required by prescribed procedures. Additional copies may be requisitioned by the Field Offices.

The technical description, requirements and limitations expressed herein do not constitute an endorsement, approval or acceptance by the Department of Housing and Urban Development (HUD/FHA) of the subject matter, and any statement or representation, however made, indicating approval or endorsement by the Department of Housing and Urban Development is unauthorized and false, and will be considered a violation of the United States Criminal Code 18, U.S.C. 709.

Any reproduction of this Bulletin must be in its entirety and any use in sales promotion or advertising is not authorized.

Subject to good workmanship, compliance with applicable codes, and the methods of application listed herein, the products described in this bulletin may be considered suitable for HUD housing programs, including Housing for the Elderly and Care-Type Housing.

The eligibility of a property under these programs is determined on the property as an entity and involves the consideration of underwriting and other factors not indicated herein. Thus, compliance with this bulletin should not be construed as qualifying the property as a whole, or any part thereof, as to its eligibility.

APPENDIX F
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
BULLETIN NO. 44d

The method of application for the products listed herein are considered a part of the HUD Minimum Property Standards and shall remain effective until this bulletin is canceled or superseded.

HUD BUILDING PRODUCT STANDARDS AND CERTIFICATION PROGRAM
FOR CARPET

ADMINISTRATION AND PROCEDURES:

This certification program shall be administered by organizations that qualify under the Administrator Qualifications and Procedures FOR HUD Building Product Certification Programs, 24 CFR 200.935, except as modified by the provisions of this Use of Materials Bulletin (UM).

Procedures for carrying out the certification program shall be in accordance with 24 CFR 200.935, as supplemented by Section

200.944 which provides that:

1. The Administrator shall issue to the manufacturer a label, stamp, -or mark containing the Administrator's validation mark, manufacturer's statement of conformance to UM 44d, and manufacturer's name or code identifying the plant location.
2. The certification label, stamp, or mark shall be applied to each carpet at least every six feet, not less than one foot from the edge.
3. Every six (6) months, three (3) samples and 1 annual field sample of carpet shall be submitted to the Administrator for testing in a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) of the U. S. Department of Commerce.
4. The Administrator also shall review the quality assurance procedures every six (6) months to assure that they are being followed by the manufacturer.

This standard applies to pile yarn floor covering materials designated as first quality, tufted, woven, bonded or knitted carpet, free from objectionable visual blemishes and physical defects. The standards includes the backing material, secondary, unitary, attached cushion (foam-backed), fibers used in the pile and extended into the backing, structure of the yarns, and weight and density of the yarn material. Minimum requirements and test methods required for carpet products to be acceptable under HUD programs are contained in the Bulletin.

GENERAL:

This Bulletin is written with the assumption that the property owner follows an adequate carpet maintenance schedule since manufacturer's stress that their guarantees are valid only if this is done. The manufacturer's recommended maintenance program shall be supplied to the occupant of each unit through the builder at settlement or at the time of occupancy.

Carpet shall be of good service quality and free of fiber adulterants, and shall show no obvious deficiencies or objectionable streaks, poorly dyed areas or other manufacturing defects resulting from poor quality control. It shall exhibit adequate resiliency, abrasion resistance, appearance,

APPENDIX F
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
BULLETIN NO. 44d

pattern, and texture retention. The use of fluorochemical or equivalent soil and stain repellent treatments is permitted.

TYPES AND CLASSES OF CARPET:

Type I - Single Family and Multi-Family Dwelling Units

Class 1. For moderate traffic use. Not all textures are recommended for stairs.

Class 2. For heavy traffic use at all levels.

Type II - Housing for Elderly and Care-Type Housing

Class 1. For moderate traffic use.

Class 2. For heavy traffic use at all levels but specifically for public areas such as lobbies and corridors. Carpet installed in corridors and exit ways outside of living units is restricted to single level pile.

TEXTURES:

Texture A - Level or Textured Loop: Level uncut pile with a height differential of not more than 1/16"

Texture B - Multi-Level: Two or more levels of pile with pile height differential greater than 1/16", either cut and/or uncut.

Texture C - Plush: Level cut pile, made from non-heatset yarns.

Texture D - Twist: Cut pile, made from hard twist heat set yarns.

Texture E - Level Cut and Loop: Level pile, cut and uncut, made from heatset and/or non-heatset yarns.

Texture F - Cut Pile Heatset - Piled: Single level or multilevel cut or cut-and-loop pile, made from balanced heatset and plied yarns.

Texture G - Cut Pile Heatset - Singles: Single level cut pile, made from heatset single yarn.

USE AND INSTALLATION:

This Bulletin covers the use of wall-to-wall carpet and carpet with attached cushion for interior application in multifamily, one- and two-family, housing for the elderly, and nursing homes. Carpet shall be installed by experienced and qualified installers following acceptable carpet laying techniques, and the following requirements:

1. Installation shall comply with the manufacturer's instruction, or the minimum requirements of the Carpet and Rug Institute (CRI) Standard No. 105, "Standard Reference Guide for Installation of Residential Textile Floor Covering Materials."* If installation is over existing floors or those in need of renovating, the same verification of acceptable moisture, tolerances and evenness as for new construction is required. Patching of substrates shall be done in accordance with the patching material manufacturer.

**APPENDIX F
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
BULLETIN NO. 44d**

2. Various medical and care-type facilities may require that carpet be installed by direct gluedown method without intervening cushion. Installation in such cases shall conform to the carpet manufacturer's printed instructions or CRI-105, and cracks and depressions shall be filled by recommended procedures. Cracks, depressions, and ridges shall not be excessive prior to patching.

3. Carpet installed by the "stretched-in" method shall use backless strips over detached carpet with attached cushion acceptable to HUD. Foam-back and unitary back carpet shall be installed by gluedown methods or other techniques recommended by the manufacturer. Installer agrees that within one year, if restretching is required by HUD, it shall be done in a professional manner and at no expense to the owner of the-premises.

*Copies are available from: Carpet and Rug Institute, P. O. Box 2048, Dalton, GA 30720

4. Carpet shall not be used as a finish flooring material in kitchens, bathrooms, laundry rooms, or other similar service areas.

5. New carpet installations shall have provisions for adequate air ventilation during and after the installation to help eliminate the existence of any odors opening windows and doors utilizing exhaust fans or operating ventilation systems are recommended.

REQUIREMENTS AND TEST METHODS FOR CARPET:

Carpet and carpet with attached cushion shall be tested in accordance with Table 1, 4 and 5 "Minimum Carpet Requirements and Test Methods." Tests or determinations are not required for all colors unless it appears that such colors or dyeing techniques could unfavorably change the values so obtained or unless the color itself is involved in test procedure.

The pile weights and densities for each of the above yarns for each texture of carpet are shown in Tables 2 and 3. The values are expressed as minimum, therefore, no minimum tolerances are allowed.

TABLE 1 Minimum Carpet Requirement
and Test Methods

<u>Characteristics</u>	<u>Value, Minimum</u>	<u>Test Method</u>
Pile Weight (oz/yd ²)	Table 2 & 3	ASTM D418 ¹
Density (oz/yd ³)	Table 2 & 3	N/A
Tuft Bind (lbf)	6.2 for loop 6.2 for cut & loop (loop only)	ASTM D1335 ¹

**APPENDIX F
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
BULLETIN NO. 44d**

	3.0 for cut pile	
Dry Breaking Strength	100	ASTM D 2646 ¹
(Finished Carpet)		
Delamination Strength of secondary backing, (lbf/in)	2.5	ASTM 3936 ¹
Moth Repellency (wool only)	"Resistant"	ASTM D24 ²
Colorfastness to light (xenon arc)	4 (after 40 AATCC fading units)	AATCC24 ²
(Gray Scale rating)		
Dry and Wet Crocking	4	AATCC8 ²
(Color Transference Chart)		
Flammability	Table 4	DOC FF 1-70 ³ ASTM E 648 ¹

¹Copies are available from American Society for Testing & Materials (ASTM) 1916 Race St. Philadelphia, PA 19103

²Copies are available from American Association of Textile Chemist & Colorists (AATCC) P. O. Box 12215, Research Triangle Park, NC 27709

³Copies are available from the National Bureau of Standards, Office of Product Standards, Washington, DC 20234

1. Average Pile Weight (W): In determining pile weights, no allowance shall be made for the inclusion of any fibers needled or flocked onto or into tile primary backing prior to tufting or weaving. Any process which is designed primarily to increase the total yarn weight and which is not integrally a part of the knitting, weaving, or tufting manufacturing process shall not be considered.

2. Minimum Pile Weight of Blend: Compute by multiplying the average percent of each fiber in the blend by the pile weights. To compute a requirement for any given blend, follow the procedure outlined below. If, for a blend composed of 30% nylon and 70% wool, each of whose minimum yarn weights are respectively 22 and 35, the minimum yarn weight for this mixture would be calculated as follows:

**APPENDIX F
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
BULLETIN NO. 44d**

Nylon	0.30 x 22 = 6.6 oz/sq. yd
Wool	<u>0.70 x 35 = 24.5 oz/sq. yd.</u>
Total minimum weight	31.1 oz/sq. yd

3. Average Percent of Fibers in Blend: The average percent of the fibers shall be determined by AATCC Test Method 20 A. The carpet shall meet the minimum requirements for the fibers in the blend.

4. Average Pile Thickness (t) (all carpet except Textures F and G): The average pile thickness in inches shall be computed in accordance with ASTM D 418.

5. Average Tuft Height (T): Average tuft height for Textures F and G shall be the tuft height above the backing as determined by ASTM D 418.

6. Average Pile Density (D): The average pile density shall be weight per unit volume in ounces of total pile yarn per cubic yard.

$$D = \frac{36W}{(t \text{ or } T)}$$

Table 2 Minimum Weight & Density Requirement for Type I Single & Multi-Family Housing

Class	Texture	Nylon				Polypropylene				Polyester		Acrylic		Wool	
		BCF*		Staple		BCF*		Staple		Staple		Staple			
		Wt	Density	Wt	Density	Wt	Density	Wt	Density	Wt	Density	Wt	Density	Wt	Density
Class I	A Level or Tex. Loop	20	3300	22	3450	20	3600	24	4000			33	3550	35	3450
	B. Multilevel	23	2850			24	3400					38	3050	4-	2950
	C. Plush	24	2600	24	2600							40	2850	42	2700
	D. Twist	24	2950	24	2950					28	3250	37	3050	38	2950
	E. Level Cut & Loop	24		24	3200	24	3600			32	3700	37	3300	38	3200
	F. Cut Pile Heat Set Plied	24		24	1250	32	4000			32	1550	40	2300	42	2400
	G. Cut Pile Heat Set Singles				1250					32	2300				

**APPENDIX F
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
BULLETIN NO. 44d**

Class 2 Heavy Traffic	A Level or Tex. Loop	26	4000		4000	26	4350	28	5000			39	4800	40	4550
	B. Multilevel											45	4800	46	4000
	C. Plush	28	4000		4000							46	3850	48	3850
	D. Twist	32	3500		3500					36	3950	48	4200	50	4000
	E. Level Cut & Loop	28	3850		3850	28	4000			39	4100	43	4500	45	4350
	F. Cut Pile Heat Set Plied	30	1440	32	1440	32	4500			40	1920	45	2600	46	2650
	G. Cut Pile Heat Set Singles			32	1530					40	2900				

·BCF Bulk Continuous Filament

*For Blended Purposes only

Table 3 Minimum Weight & Density Requirement for Type II Elderly & Care Facilities

Class	Texture	Nylon				Polypropylene				Polyester		Acrylic		Wool	
		BCF*		Staple		BCF*		Staple		Staple		Staple			
		Wt	Density	Wt	Density	Wt	Density	Wt	Density	Wt	Density	Wt	Density	Wt	Density
Class 1 Moderate Traffic	A Level or Tex. Loop	20	3300	22	3450	20	3600	24	4000			33	3550	35	3450
	B. Multilevel														
	C. Plush	24	2600	24	2600							40	2850	42	2700
	D. Twist	24	2950	24	2950					28	3250	37		38	2950
	E. Level Cut & Loop	24		24	3200	24	3600			32	3700	37		38	3200
	F. Cut Pile Heat Set Plied	24		24	1250	32	4000			32	1550	40		42	2400
	G. Cut Pile Heat Set Singles				1250					32	2300				

**APPENDIX F
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
BULLETIN NO. 44d**

Class 2 Heavy Traffic	A Level or Tex. Loop	26	4000		4000	26	4350	28	5000			39	4800	40	4550
	B. Multilevel														
	C. Plush	28	4000		4000										
	D. Twist	32	3500		3500					36	3950	48	4200	50	4000
	E. Level Cut & Loop	28	3850		3850	28	4000			39	4100	43	4500	45	4350
	F. Cut Pile Heat Set Plied	32	3600		3600	32	4500								
	G. Cut Pile Heat Set Singles														

*BCF Bulk Continuous Filament ** For Blended Purposes Only

TABLE 4. Physical Requirements for Attached Cushion (Flowed-On)

Characteristic	Urethane		Latex Foam Rubber		Test Method
	Class 1	Class 2	Class 1	Class 2	
Weight, min., (oz/yd ²)	9.0	32	38	46	ASTM D 3676
Thickness, min., (inches)	0.23	1/8	1/8	1/8	ASTM D 3676
Density, min., (pcf)	3.2	14	17	20	ASTM D 3676
Compression Set, max. (%)	15.	10*	15	15	ASTM D 3574
Compression Resistance					

**APPENDIX F
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
BULLETIN NO. 44d**

min., psi.	2.5	9	5	6	ASTM D 3676
Delamination Strength		2.5	2.0	2.5	ASTM D 3676
Accelerated Aging					
Heat Aging	Pass	Pass	Pass	Pass	ASTM D 3676
Fade-O-Meter Aging					
20 Hours	Pass	Pass	Pass	Pass	AATCC 16-3
Ash Content, max. (%)	50	50	50	50	ASTM D 297

After 30 minute recover at 158°F (70°C)

YARN AND FIBER REQUIREMENTS:

1. Certification and Testing

During the course of manufacture of carpet yarns and fibers, the producers shall conduct continuing tests of their products, not only to maintain a continuing quality control of their output but also to furnish a reliable specification statement to their customers.

In support of the specific yarn and fiber requirements in this standard, HUD will also accept certain test data when supplied by the yarn or fiber manufacturer. In doing so, however, HUD will continue to assess full responsibility on the carpet manufacturer for failure to meet HUD requirements.

Test and requirements for the yarn or fiber may be covered by the yarn or fiber manufacturer's certificate of compliance in lieu of a similar certificate of compliance from the carpet manufacturer. If the yarn characteristics are such that it is the carpet manufacturer who is responsible for the ultimate set of properties, then the certificate of compliance must solely be the responsibility of the carpet manufacturer.

2. Materials for Pile Yarn. Fibers for the yarn shall not have been reclaimed from any woven, tufted, knitted, or felted products. The pile yarn shall be made of acrylic, modacrylic, nylon, polypropylene olefin, polyester, wool or blends of these fibers in yarns, exclusive of ornamentation and antistats. All spun yarns must have sufficient twist, entanglement wearability

APPENDIX F
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
BULLETIN NO. 44d

and performance, apart from meeting any weight or density requirements. Spun yarn shall be at least two ply for loop pile carpet. Not less than 9% of any of the above fibers shall be used with other fibers when they are part of a blend. Yarn setting shall be sufficient to assure texture retention under normal conditions of cleaning, shampooing and use.

Where blends are used, the major component shall be the governing fiber in construction interpretation, except for weights. Thus construction consisting of 70% wool and 30% nylon shall be treated as wool. Acrylic and modacrylic fibers may be blended together and shall be treated as a single fiber type.

Fiber denier and staple lengths are subject to normal manufacturing variations. However, no more than 15% variation in staple length shall be acceptable. Staple denier variation may be \pm 15% in the individual fiber denier and \pm 10% in the average denier.

a. Acrylic. Acrylic shall be carpet type staple fiber with an average fiber size of 15 denier or coarser and of specified fiber length. Minimum staple length shall be 3 1/2" on woolen system yarns and 6" on parallel (Modified Worsted) system yarns.

b. Modacrylic. Modacrylic shall be a carpet type staple fiber with an average fiber size of 15 denier or coarser and of specified fiber length. Minimum staple length shall be 3 1/2 inches on woolen system yarns and 6 inches on parallel (Modified Worsted) system yarns. Modacrylic is restricted in use in blends and shall not exceed 45%

c. Nylon (Continuous Filament). Continuous filament nylon shall be high bulk or textured carpet type yarn. Average filament size shall be 12 denier or coarser.

d. Nylon (Staple). Staple nylon shall be carpet type fiber with an average fiber size of 12 denier or coarser, and of specified fiber length. For level loop carpet, the staple length shall be a minimum of 6 n .

e. Polyester (Staple). Polyester shall be a carpet type staple fiber with an average fiber size of 12 denier or coarser and of specified fiber length.

f. Polypropylene Olefin (Continuous Filament). Continuous filament polypropylene olefin shall be high bulk or textured carpet type yarn. Average filament shall be a minimum of 15 denser or coarser.

g. Polypropylene Olefin (Staple). Polypropylene olefin shall be carpet type staple fiber with an average fiber size of 15 denier or coarser and a minimum staple of 6n.

h. Wool. Wool shall be thoroughly scoured carpet type fiber. The yarn shall contain a minimum of 95%, based on the original dry weight of the specimen.

ACCEPTED ADMINISTRATORS:

1. ADMINISTRATORS. Qualified organizations interested in becoming administrators under the HUD Building Products Standards and Certification Program for Carpet and Carpet with Attached Cushion shall submit their request to HUD Headquarters, Office of Manufactured Housing and Regulatory Functions, 451 7th Street, SW, Attention Mail Room B-133, Washington, DC 20410.

The following Administrators have been accepted by HUD as qualified to certify carpet under this Use of Materials Bulletin No. 44d.

**APPENDIX F
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
BULLETIN NO. 44d**

MEA

MEA Certification, Inc.
600 Houze Way, Suite 1
Rosswell, GA 20076

A.L.I., Inc.
P. O. Box 15705
Dallas, TX 75215



ETL, Inc.
Route 11, Industrial Park
Cortland, NY 13045

HUD Field Offices will maintain a file of all Certified Carpet Directories furnished by the Administrators. Only carpet products in the Directories and identified by imprints on the back of the carpet, will be acceptable to HUD.