

Competitive Solicitation by

Region 14 Education Service Center For

Campus and Classroom Technology Management Systems

On behalf of itself and other Government Agencies And made available through the

National Cooperative Purchasing Alliance

RFP # 11---13

Offered By



Tab 1 – Master Agreement General Terms and Conditions

Customer Support

>> The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Assignment of Contract

No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

Disclosures

- Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Values otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause

- Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
- Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

◆ Tax Exempt Status

>> Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments

The entity using the contract will make payments directly to the awarded vendor.

Pricing

- All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty

- **Proposals should address each of the following:**
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - •• Availability of replacement parts
 - •• Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

>> The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

For It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
 - •• Name, address and telephone number of protester
 - Original signature of protester or its representative
 - •• Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage

wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Miscellaneous

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page---by---page and line---by---line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to provide the Best Value and to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - >> The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to four (4) additional one---year terms.
- Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - Master Agreement is \$10 --- \$25 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance to determine the vendor that provides the Best Value.

◆ Formation of Contract

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

◆ NCPA Administrative Agreement

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications / Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- Pricing (40 points)
 - **Electronic Price Lists**
 - •• Products, Services, Warranties, etc. price list
 - •• Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
 - •• Pricing can be submitted as Discount off MSRP, Cost Plus, Government Catalog, etc.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Quantity of line items available that are commonly purchased by the entity.
 - P> Quality of line items available compared to normal participating entity standards.
- References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on---line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on---line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - >> Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days

Company name	AMX SchoolView
Address	3000 Research Drive
City/State/Zip	Richardson, Texas 75082
Telephone No.	800-222-0193
Fax No.	469-624-7160
Email address	Dennis.Smith@AMX.com
Printed name	Dennis Smith
Position with company	Education Sales Manager
Authorized signature	All Soul

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of_	Jur	ne 10, 2013	b	y and betw	veen National
Cooperative Purchasing Alliance ("NCPA")	and AMX School	lView	("Vendor")).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated <u>June 10, 2013</u>, referenced as Contract Number <u>NCPA01-23</u>, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Campus and Classroom Technology Management Systems;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K---12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 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.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re---marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

- 14 ESC, any Public Agency or any employee of Region 14 ESC or 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 the 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. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.
- >> The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

Vendor shall pay to NCPA a monthly/quarterly administrative fee based upon the total purchase price paid to Vendor for the sale of products and/or services pursuant to the Master Agreement based upon tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis.

Annual Sales Through Contract	Administrative Fee
0 \$50,000,000	2%
\$50,000,001 \$100,000,000	1.75%
\$100,000,001 \$150,000,000	1.5%
\$150,000,001 \$200,000,000	1.25%
\$200,000,001 \$500,000,000	1%
\$500,000,001 \$1,000,000,000	0.75%
\$1,000,000,000+	0.5%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the

- amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.
- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e---mail to NCPA offices at reporting@ncpa.us. Reports are due on the **fifteenth (15**th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Vendor Name NCPA Report Month or Quarter

Entity Name	Zip Code	State	PO or Job #	Sale Amount

◆ General Provisions

- 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.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, 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.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- >> This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance: Vendor: AMX SchoolView Name: Matthew Mackel Name: Dennis Smith Director, Business Development Γitle: Title: Education Sales Manager 3000 Research Drive Address: Address: PO Box 701273 Richardson, Texas 75082 Houston, TX 77270 Signature: Signature: Date: May 30, 2013 Date: June 10, 2013

Tab 3 - Vendor Questionnaire

☐ Florida

Georgia

Hawaii

Illinois

Indiana

Kansas

☐ Kentucky

Louisiana

☐ Maine

___ Iowa

☐ Idaho

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co---efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)				
Alabama	Maryland	South Carolina		
Alaska	Massachusetts	South Dakota		
Arizona Arizona	Michigan	Tennessee		
Arkansas	Minnesota	Texas		
California	Mississippi	Utah		
Colorado	Missouri	☐ Vermont		
Connecticut	Montana	☐ Virginia		
Delaware	Nebraska	Washington		
District of Columbia	Nevada	☐ West Virginia		

☐ New Hampshire

☐ New Jersey

New Mexico

North Carolina

North Dakota

Ohio

Oklahoma

Pennsylvania

Rhode Island

Oregon

New York

Wisconsin

■ Wyoming

☐ All US Territories and Outlying Areas (So	electing this box is equal to checking all boxes below)
American Somoa	Northern Marina Islands
Federated States of Micronesia	Puerto Rico
Guam	U.S. Virgin Islands
Midway Islands	
 Minority and Women Business Enterprise (MWBI) It is the policy of some entities participating business enterprises (MWBE) and historical purchase of goods and services. Respondent an M/WBE or HUB certified. Minority / Women Business Enterprises 	ng in NCPA to involve minority and women ally underutilized businesses (HUB) in the nts shall indicate below whether or not they are
Respondent Certifies that th	is firm is a M/WBE
Historically Underutilized BusinessRespondent Certifies that th	is firm is a HIIR
• Residency	
Responding Company's principal place of State of <u>Texas</u>	ousiness is in the city of <u>Richardson</u> ,
◆ Felony Conviction Notice	
Is not owned or operated by any	herefore, this reporting requirement is not applicable yone who has been convicted of a felony. lowing individual(s) who has/have been convicted of ation of the names and convictions must be
Distribution Channel	
Authorized Distributor Mar Valueadded reseller Oth	ition in the distribution channel: cified education/government reseller nufacturer marketing through reseller er:
◆ Processing Information	d Cli :
Provide company contact information for	the following:
Sales Reports / Accounts Payable Contact Person: Michael Pe	veler
Title: Vice President of Educ	
Company: AMX SchoolVie	
Address: 3000 Research Dri	
City: Richardson	State: Texas Zip: 75082
Phone: <u>800-222-0193</u>	Email: Michael.peveler@amx.com

Purchase Orders				
Contact Person: Michael Yonks				
Title: <u>Director of Education Sales</u>				
Company: <u>AMX SchoolView</u>				
Address: 3000 Research Drive				
City: <u>Richardson</u> Stat	e: <u>Texas</u>		Zip: <u>75082</u>	
Phone: 800-222-0193	Email:	Michael.yonk	s@amx.com	
Sales and Marketing				
Contact Person: <u>Dennis Smith</u>				
Title: Education Sales Manager				
Company: <u>AMX SchoolView</u>				
Address: 3000 Research Drive				
City: <u>Richardson</u> Stat	e: <u>Texas</u>		Zip: <u>75082</u>	
Phone: <u>210-540-8930</u>	Email:	dennis.smith@	wamx.com	
 ➤ In addition to the current typical unit pricing furnal future product introductions at prices that are If answer is no, attach a statement detailing would be calculated for future product introductions. Yes ➤ Pricing submitted includes the required NCPA addicalculated based on the invoice price to the custon.	proportions how price of the proportion of the properties of a grant of the properties	nate to Contra cing for NCPA s. ve fee. The NC guaranteed qu	cct Pricing. participants CPA fee is antity.	•
Cooperative/State Agency	Discour Offere	nt Expires	Annual Sales Volume	
	Offere	u	voiume	_

Tab 4 – Vendor Profile

Please provide the following information about your company:

◆ Company's official registered name.

AMX LLC

◆ Brief history of your company, including the year it was established.

AMX was founded in 1982; based in Richardson TX, today we are a multihundred million dollar manufacturer of hardware and software that provides control solutions for AV devices, content management and complex integrated environments. AMX has representation in 117 countries with manufacturing in multiple international locations. AMX actively sells into 13+ vertical markets including Corporate, Government (Local and Federal), Education (Higher Ed and K-12), Residential, Healthcare, etc. AMX has been consistently voted one of the Best Places to Work in the Dallas / Ft. Worth area as well as a Top 25 Company to Work for in the US (SHRM). AMX is a privately owned company of the Duchossois Group who is based out of Chicago.

◆ Company's Dun & Bradstreet (D&B) number.

Because AMX is a privately owned company, we do not have a D&B number.

- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location. 3000 Research Drive, Richardson, TX 75082
 - List the number of sales and services offices for states being bid in solicitation. HQ in Texas
 - List the names of key contacts at each with title, address, phone and e---mail address.

Michael Peveler - VP Education Sales, 300- Research Drive, Richardson, TX 75082, 214-679-0128, michael.peveler@amx.com

Dennis Smith – Education Sales Manager, 11844 Bandera Rd. #250, Helotes, TX 78023, 210-540-8930, dennis.smith@amx.com

Define your standard terms of payment.

AMX SchoolView is sold exclusively through Graybar Distribution – standard terms of payment = 30 days.

- Who is your competition in the marketplace?
 Front Row / Calypso and Extron are the most commonly seen competitors.
- ◆ Provide Annual Sales for last 3 years broken out into the following categories: Because AMX is a private company financial information cannot be released.
 - >> Cities / Counties
 - **≻**≻ K---12
 - >> Higher Education
 - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?

AMX builds products for world class customers (ie. The Federal Government, US Military, Fortune 100 Companies, etc.) as a result reliability and performance are both key differentiators. Our product is designed to perform at a high level for a long time without failing. Because AMX is active in so many vertical markets, the AMX SchoolView team is able to incorporate emerging technologies into our solutions early as they begin to appear in the K-12 environment. AMX SchoolView also has created a unique experience by allowing for multiple points of entry into our solution while allowing for growth with no a "rip & replace" process along that growth path.

• Describe how your company will market this contract if awarded.

AMX SchoolView will provide a targeted marketing campaign to all eligible customers and resellers to make them aware of the contract. It will also be listed on our website. Signage may be posted at appropriate trade events as well.

◆ Describe how you intend to introduce NCPA to your company.

An internal education campaign about the benefits and required process will be developed for all appropriate staff if the award is given to AMX.

 Describe your firm's capabilities and functionality of your on---line catalog / ordering website.

Because the AMX SchoolView solution can be customized for each customer, ordering is done while working with a qualified reseller or the direct AMX SchoolView team. We do not utilize an online website. All parts and packages are listed and documented on the AMX SchoolView website.

 Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

The AMX SchoolView customer service team is available from 8 AM – 6 PM central time by phone. Technical assistance is available 24/7 via phone or online chat tools.

Green Initiatives

As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Sustainability | Solutions Made Simple

AMX® is committed to sustainability initiatives as a matter of valuing our environment and in respect to our global community and stakeholders. As such, we are dedicated to engineering solutions that are the most energy efficient in our industry – solutions that, in turn, enable our customers to maximize their energy efficiency and conserve resources. Through eco-friendly solutions that are easy to use and easy to deploy, we believe a greater impact is possible.

Putting our green where our mouth is. AMX strives to be the best global corporate citizen we can be. Beyond our portfolio of sustainable solutions, we further validate this by applying a more holistic approach to our environmental footprint, implementing programs in our corporate facilities and throughout our manufacturing process. We know that sustainability is an ongoing commitment, and we acknowledge that there is more to be done, but it is a goal to which we are firmly committed.

Simply put, as a global leader in the control and automation industry AMX believes we can greatly aid businesses and people achieve this crucial goal. Intelligent technology, easily applied, simple to use, is key. By giving businesses and individuals a means to intuitively manage and monitor their resource consumption, they are empowered to achieve greater efficiencies throughout their environments.

Simplifying Sustainability | AMX Solutions

AMX offers a portfolio of solutions that are designed to automate energy efficiency and minimize carbon footprint. All with intuitive operation for ease of use.

Globally, in commercial and campus environments, AMX control systems coupled with AMX Resource Management Suite® (RMS) software are being used to monitor and manage resources, schedule lighting, HVAC and AV equipment, extend lamp life and reduce energy consumption. AMX solutions allow efficiency tasks to be carried out automatically, such as, automatic power-up of meeting rooms and classrooms rooms when being utilized and full power-down, including relaxation of thermostat setpoints, when not occupied at nights and between meetings. AMX also offers other solutions that allow full shut down of equipment, eliminating standby or 'vampire' power, with controlled back-on-line start-up.

Sustainability at Practice | AMX Facilities

Throughout AMX corporate facilities we have implemented a number of initiatives to reduce our environmental impact. AMX facilities utilize occupancy sensing and scheduling systems to minimize lighting consumption and control systems for air conditioning automation.

Additionally, the Richardson location utilizes zeroscape landscaping to minimize water usage and conducts recycling programs for paper, plastic, aluminum, electronics and sheet metal.

Sustainability in Action | Manufacturing

Since 2006, AMX has worked with its supply chain partners to ensure all components and manufacturing processes used in the production of AMX products are compliant with the European Union's Restriction of Hazardous Substances (RoHS).

For shipping, AMX has transitioned from foam insert packaging to the more environmentally friendly Korvuu® retention packaging (http://www.sealedair.com/ap/en/products/protective/korrvu/korrvu.html). AMX offers products that are RoHS compliant and meet ASHRAE and LEED standards.

- ◆ Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Not Applicable to AMX SchoolView. All resellers and installation staff are required to complete certification training by AMX SchoolView at our Richardson, Texas headquarters

Tab 5 – Products and Services

- Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) Campus and Classroom Technology Management Systems categories. List all categories along with manufacturer that you are responding with:
 - Campus---wide Bell System -- A network based system to manage the campus---wide bell notification system. The system should offer a wide selection of pre---programmed bell event that can easily be modified, deleted or supplemented by campus staff with minimal training. Additionally, the audio tones used as the bell should be of MP3 audio file format and campus staff should be able to easily access the list of files and select or supplement the file list with minimal training.
 - Problem Campus---wide Public Address System --- Anetwork based system to manage the campus---wide public address system. The system should allow for one---way communication between the Campus office and other selected areas of the campus utilizing the campus network infrastructure. The system should allow the user to easily select an individual classroom, or group of classrooms, as well as pre---defined areas inside or outside the main campus structure. Standard or optional two---way communication is desired but not required. The option of remote broadcast using the system either through a standard RJ 45 connection or accessible by an enabled mobile device is also desirable but not required.
 - Visual Systems used in the classroom. These systems include but are not limited to projectors, interactive or non---interactive display devices, document cameras, video and audio playback devices. The system should also be capable of managing the selection of cable, satellite, campus or district broadcast external content. The system should be accessible by a classroom PC (desktop or laptop), (Mac or PC) web interface or through an optional wall mounted controller.
 - Teacher Voice Amplification System A network based system to amplify and enhance the teachers voice in a normal classroom setting. The system microphone should be worn by the teacher so as to not interfere or restrict the teachers movement throughout the classroom. The device should offer integrated volume control and be rechargeable. A desired function would be the ability of the device to interact with the classroom audio visual systems to control on/off, volume control and source content selection. The device must also offer an optional alert notification system that allows the teacher to notify campus, district or emergency personnel in the event of a situation requiring assistance in the classroom. The alert notification system should be fully integrated with the teacher worn microphone and be easily accessible. It should also provide the teacher with a silent signal to confirm that the alert notification has been sent and a second silent signal to confirm to the teacher that the alert notification has been received by the appropriate authorities. Once received at the desired destination a network connected device should commence both an audio and a visual alarm. The device should also have a text display to provide the receiver with the location of the alert.

Digital Signage System A network based s devices intended to provide information to intereste be easily programed by district or campus personn out" to any or all display devices on the network. To scrolling display or can be	d groups or individuals. This information can lel with minimal training and can be "pushed the information can take the form of a static or

AMX SchoolView Unified Bell & PA

The SchoolView Bell & PA system consolidates multiple systems including bells, PA/intercom, remote audio, background music, and security camera feeds into a simple, user-friendly interface over a single network. The system integrates a bird's-eye view of campus floor plans for creating zones or selecting a single and/or groups of rooms for bells and communications. Schoolview Bell & PA simplifies your bell schedule, uses standard MP3 bell tones, and synchronized bells and clocks.

- REDUCE classroom interruptions utilizing zoned bell and PA
- REDUCE communication issues to and from the classroom
- REDUCE student incidents with proactive security camera feeds

SchoolView Bell & PA can help:

- IMPROVE standardization with a single interface for campus bells, clock and PA
- IMPROVE efficiency of time with advance scheduling of bells
- IMPROVE campus management with direct mobile access to PA and security cameras
- IMPROVE campus atmosphere with MP3 bell Tones and background music

AMX SchoolView Classroom Automation

The SchoolView Classroom is a great fit for campuses wanting to standardize control and automation of their classrooms allowing teachers the ability to teach more effectively. With SchoolView Classroom, teachers have direct control over AV devices within their classroom and school districts can manage the transition from analog to digital PCs for a cost effective solution

- REDUCE the need for separate systems to support analog and digital devices
- REDUCE downtime as teachers switch from one technology to another
- REDUCE interruption of learning with projector bulb management
- REDUCE the need for onsite support

SchoolView Classroom can help:

- IMPROVE centralized control and monitoring of classroom equipment
- IMPROVE consistency as teachers move from classroom to classroom
- IMPROVE control of AV devices from one single device
- IMPROVE energy efficiency and reduce costs with scheduled shutdown of projectors

Now with SchoolView Classroom, you can envision uniformity from classroom to classroom.

AMX SchoolView ResQ Voice Amplification

School administrators are faced with increased pressure from parents, students and regulators to secure their campuses, while providing effective learning environments. The SchoolView ResQ system distributes sound, improves classroom behavior, and saves the teacher's voice — all while providing a safety communication feature. The SchoolView ResQ voice amplification system includes a discreet emergency notification feature that delivers a new approach to school safety. The small audio pendant with built-in panic-button, addresses the sudden conditions of a classroom threat or other emergency.

- REDUCES distractions to the student
- REDUCES teacher fatigue, absences and vocal strain
- REDUCES safety concern from parents, community and staff

SchoolView ResQ can help:

- IMPROVE student comprehension with crystal-clear audio
- IMPROVE the performance of ELL learners
- IMPROVE classroom management

SchoolView ResQ provides peace of mind for teachers and administrators by amplifying sound, which reduces distractions, increases participation and improves classroom behavior, while providing a security alert feature for school emergencies. Audio enhancements like SchoolView ResQ are effective at improving student performance, often being mandated by many of the largest school districts in the nation.

AMX SchoolView Digital Signage Campus Wide Communication

Digital signage has become an integral part of K12 Campuses. SchoolView Signage offers the ideal system to fit the needs and requirements of any school. SchoolView Signage is a simple, intuitive digital signage solution that allows staff to quickly create templates and content, and then publish content to each player, which is small enough to mount behind any display.

- REDUCE need for printed newsletters and calendars
- REDUCE unawareness of campus news and events
- REDUCE communication gaps between school, parents and students.
- REDUCE the lack of mass communication

SchoolView Signage can:

- IMPROVE the distribution of information
- IMPROVE ticket sales to school events by generating more interest through digital signage advertising
- IMPROVE parent involvement and PTA sponsorships
- IMPROVE attendance to fundraising events by increasing students' and parents' awareness

SchoolView Signage has the power to deliver dynamic information to classrooms, hallways, and other public spaces in multiple languages throughout the campus.

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ ARRA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A---102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

the Enforcement.	
participation in Feder	y that my company has not been debarred, suspended or otherwise ineligible for al Assistance programs under Executive Order 12549, "Debarment and Suspension", deral Register and Rules and Regulations
Potential Vendor: Title of Authorized Re	AMX SchoolView presentative: Education Sales Manager
Mailing Address:	3000 Research Drive, Richardson, TX 75082
Signature:	

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E---Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran
In accordance with A.R.S. 35---391 and A.R.S. 35---393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Signature of Respondent

______May 28, 2013________Date

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor:	AMX SchoolView	Bidder:	
		Signature	
Address:	3000 Research Drive	<u>Dennis Smith</u>	
	Richardson, TX 75082	Printed Name	
		Education Sales Manager	-
Phone:	800-222-0193	Position with Company	
Fax:	469-624-7160	Authorizing Official:	
		Signature	
		Dennis Smith	
		Printed Name	
		<u>Education Sales Manager</u>	_
		Position with Company	

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 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. 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 once the temporary federal funds are expended.

BUY AMERICA REQUIREMENT

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

CONFLICTING REQUIREMENTS

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with the participating agencies 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.

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, the participating agency 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 participating agency 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.

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;

- 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.

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

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 from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use

of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

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

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)---(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti---Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis---Bacon Act (40 U.S.C. 276a---276a---7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327---30) 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 play 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 72 regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, 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 contactor 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 the participating agency deems necessary, Contractor shall permit participating agency, 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 participating agency 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.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) <u>Maintain</u> all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) <u>Permit</u> any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non---discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
 - 2) <u>Equal Employment Opportunity</u>. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- b. <u>Age</u>. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. <u>Disabilities</u>. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. <u>Segregated Facilities</u>. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
 - 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non---discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non---Compliance. In the event of Contractor's non---compliance with the non---discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT---assisted contracts.

1) Non---Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT---assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the

termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non---DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) <u>DBE Program</u>. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301---10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or

liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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 requirement of said statutes:

Nationwide: http://www.usa.gov/Agencies/Local Government/Cities.shtml

Other States: Cities, Towns, Villages, and Boroughs

No. Cities, Towns, Villages and Boroughs in Oregon CEDAR MILL COMMUNITY LIBRARY

CITY COUNTY INSURANCE SERVICES

CITY OF ADAIR VILLAGE
 CITY OF ALBANY
 CITY OF ASHLAND
 CITY OF ASTORIA OREGON

2

- 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
- 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	96	RIVERGROVE WATER DISTRICT
25	CITY OF DUNDEE	97	SUNSET EMPIRE PARK AND RECREATION
26	CITY OF EAGLE POINT	98	THE NEWPORT PARK AND RECREATION CENTER
27	CITY OF ECHO	99	TILLAMOOK PEOPLES UTILITY DISTRICT
28	CITY OF ESTACADA	100	TUALATIN VALLEY FIRE & RESCUE
29	CITY OF EUGENE	101	WEST VALLEY HOUSING AUTHORITY
30	CITY OF FAIRVIEW	No.	Counties and Parishes
31	CITY OF FALLS CITY		
32	CITY OF GATES	1	ASSOCIATION OF OREGON COUNTIES
33	CITY OF GEARHART	2	BENTON COUNTY
		3	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
34	CITY OF GERVAIS	4	CLATSOP COUNTY
35	CITY OF GOLD HILL	5	COLUMBIA COUNTY, OREGON
36	CITY OF GRANTS PASS	6	COOS COUNTY HIGHWAY DEPARTMENT
37	CITY OF GRESHAM	7	CROOK COUNTY ROAD DEPARTMENT
38	CITY OF HAPPY VALLEY	8	CURRY COUNTY OREGON
39	CITY OF HILLSBORO	9	DESCHUTES COUNTY
40	CITY OF HOOD RIVER	10	DOUGLAS COUNTY
41	CITY OF JOHN DAY	11	GILLIAM COUNTY
42	CITY OF KLAMATH FALLS	12	GILLIAM COUNTY OREGON
43	CITY OF LA GRANDE	13	GRANT COUNTY, OREGON
44	CITY OF LAKE OSWEGO	14	HARNEY COUNTY SHERIFFS OFFICE
45	CITY OF LAKESIDE		
46	CITY OF LEBANON	15	HOOD RIVER COUNTY
47	CITY OF MALIN	16	HOUSING AUTHORITY OF CLACKAMAS COUNTY
48	CITY OF MCMINNVILLE	17	JACKSON COUNTY HEALTH AND HUMAN SERVICES
	CITY OF MEDFORD	18	JEFFERSON COUNTY
49		19	KLAMATH COUNTY VETERANS SERVICE OFFICE
50	CITY OF MILL CITY	20	LAKE COUNTY
51	CITY OF MILLERSBURG	21	LANE COUNTY
52	CITY OF MILWAUKIE	22	LINCOLN COUNTY
53	CITY OF MORO	23	LINN COUNTY
54	CITY OF MOSIER	24	MARION COUNTY , SALEM, OREGON
55	CITY OF NEWBERG	25	MORROW COUNTY
56	CITY OF NORTH PLAINS	26	MULTNOMAHCOUNTY
57	CITY OF OREGON CITY	27	MULTNOMAH COUNTY
58	CITY OF PHOENIX	28	MULTNOMAH LAW LIBRARY
59	CITY OF PILOT ROCK	29	NAMI LANE COUNTY
60	CITY OF PORT ORFORD	30	
61	CITY OF PORTLAND		POLK COUNTY
62	CITY OF POWERS	31	SHERMAN COUNTY
63	CITY OF REDMOND	32	UMATILLA COUNTY, OREGON
64	CITY OF REEDSPORT	33	UNION COUNTY
		34	WALLOWA COUNTY
65	CITY OF RIDDLE	35	WASCO COUNTY
66	CITY OF SALEM	36	WASHINGTON COUNTY
67	CITY OF SANDY	37	YAMHILLCOUNTY
68	CITY OF SANDY	1	BOARD OF WATER SUPPLY
69	CITY OF SCAPPOOSE	2	COUNTY OF HAWAII
70	CITY OF SEASIDE	3	MAUI COUNTY COUNCIL
71	CITY OF SHADY COVE	No.	Higher Education
72	CITY OF SHERWOOD		•
73	CITY OF SPRINGFIELD	1	BIRTHINGWAY COLLEGE OF MIDWIFERY
74	CITY OF ST. PAUL	2	BLUE MOUNTAIN COMMUNITY COLLEGE
75	CITY OF STAYTON	3	CENTRAL OREGON COMMUNITY COLLEGE
76	CITY OF TIGARD, OREGON	4	CHEMEKETA COMMUNITY COLLEGE
77 77	CITY OF TUALATIN, OREGON	5	CLACKAMAS COMMUNITY COLLEGE
78	CITY OF WARRENTON	6	COLUMBIA GORGE COMMUNITY COLLEGE
78 79	CITY OF WARRENTON CITY OF WEST LINN/PARKS	7	GEORGE FOX UNIVERSITY
	•	8	KLAMATH COMMUNITY COLLEGE DISTRICT
80	CITY OF WILSONVILLE	9	LANE COMMUNITY COLLEGE
81	CITY OF WINSTON	10	LEWIS AND CLARK COLLEGE
82	CITY OF WOOD VILLAGE	11	LINFIELD COLLEGE
83	CITY OF WOODBURN	12	LINNBENTON COMMUNITY COLLEGE
84	CITY OF YACHATS	13	MARYLHURST UNIVERSITY
85	FLORENCE AREA CHAMBER OF COMMERCE	14	MT. HOOD COMMUNITY COLLEGE
86	GASTON RURAL FIRE DEPARTMENT	15	MULTNOMAH BIBLE COLLEGE
87	GLADSTONE POLICE DEPARTMENT		
88	HOUSING AUTHORITY OF THE CITY OF SALEM	16	NATIONAL COLLEGE OF NATURAL MEDICINE
89	KEIZER POLICE DEPARTMENT	17	NORTHWEST CHRISTIAN COLLEGE
90	LEAGUE OF OREGON CITIES	18	OREGON HEALTH AND SCIENCE UNIVERSITY
91	MALIN COMMUNITY PARK AND RECREATION DISTRICT	19	OREGON UNIVERSITY SYSTEM
92	METRO	20	PACIFICUNIVERSITY
93	MONMOUTH INDEPENDENCE NETWORK	21	PORTLAND COMMUNITY COLLEGE
		22	PORTLAND STATE UNIV.
94	PORTLAND DEVELOPMENT COMMISSION PAINTED DOLLGE DEPARTMENT	23	REED COLLEGE
95	RAINIER POLICE DEPARTMENT		

24	ROGUE COMMUNITY COLLEGE	61	LINN CO. SCHOOL DIST. 95C SCIO SD
25	SOUTHWESTERN OREGON COMMUNITY COLLEGE	62	LOST RIVER JR/SR HIGH SCHOOL
26	TILLAMOOK BAY COMMUNITY COLLEGE	63	LOWELL SCHOOL DISTRICT NO.71
27	UMPQUA COMMUNITY COLLEGE	64	MARION COUNTY SCHOOL DISTRICT 103 WASHINGTON ES
28	WESTERN STATES CHIROPRACTIC COLLEGE	65	MCMINNVILLE SCHOOL DISTRICT NO.40
29	WILLAMETTEUNIVERSITY	66	MEDFORD SCHOOL DISTRICT 549C
1	ARGOSYUNIVERSITY	67	MITCH CHARTER SCHOOL
2	BRIGHAM YOUNG UNIVERSITY HAWAII	68	MOLALLA RIVER ACADEMY
3	COLLEGE OF THE MARSHALL ISLANDS	69	MOLALLA RIVER SCHOOL DISTRICT NO.35
4	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	70	MONROE SCHOOL DISTRICT NO.1J
5	UNIVERSITY OF HAWAII AT MANOA	71	MORROW COUNTY SCHOOL DISTRICT
No.	K 12	72	MT. ANGEL SCHOOL DISTRICT NO.91
1	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	73	MT.SCOTT LEARNING CENTERS
2	BAKER COUNTY SCHOOL DIST. 16J MALHEUR ESD	74	MULTISENSORY LEARNING ACADEMY
3	BAKER SCHOOL DISTRICT 5J	75	MULTNOMAH EDUCATION SERVICE DISTRICT
4	BANDON SCHOOL DISTRICT	76	MYRTLE POINT SCHOOL DISTRICT NO.41
5	BANKS SCHOOL DISTRICT	77	NEAHKAHNIE DISTRICT NO.56
6	BEAVERTON SCHOOL DISTRICT	78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101
7	BEND / LA PINE SCHOOL DISTRICT	79	NOBEL LEARNING COMMUNITIES
8	BENDLA PINE SCHOOL DISTRICT	80	NORTH BEND SCHOOL DISTRICT 13
9	BROOKING HARBOR SCHOOL DISTRICT NO.17C	81 82	NORTH CLACKAMAS SCHOOL DISTRICT
10	CANBY SCHOOL DISTRICT	83	NORTH SANTIAM SCHOOL DISTRICT 29J NORTH WASCO CTY SCHOOL DISTRICT 21 CHENOWITH
11	CANYONVILLE CHRISTIAN ACADEMY	84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
12	CASCADE SCHOOL DISTRICT	85	NYSSA SCHOOL DISTRICT NO. 26
13 14	CASCADES ACADEMY OF CENTRAL OREGON	86	ONTARIO MIDDLE SCHOOL
15	CENTENNIAL SCHOOL DISTRICT CENTRAL CATHOLIC HIGH SCHOOL	87	OREGON TRAIL SCHOOL DISTRICT NO.46
16	CENTRAL POINT SCHOOL DISTRICT NO. 6	88	OUR LADY OF THE LAKE SCHOOL
17	CENTRAL SCHOOL DISTRICT 13J	89	PHILOMATH SCHOOL DISTRICT
18	CLACKAMAS EDUCATION SERVICE DISTRICT	90	PHOENIXTALENT SCHOOL DISTRICT NO.4
19	COOS BAY SCHOOL DISTRICT	91	PORTLAND ADVENTIST ACADEMY
20	COOS BAY SCHOOL DISTRICT NO.9	92	PORTLAND JEWISH ACADEMY
21	COQUILLE SCHOOL DISTRICT 8	93	PORTLAND PUBLIC SCHOOLS
22	COUNTY OF YAMHILL SCHOOL DISTRICT 29	94	RAINIER SCHOOL DISTRICT
23	CRESWELL SCHOOL DISTRICT	95	REDMOND SCHOOL DISTRICT
24	CROSSROADS CHRISTIAN SCHOOL	96	REEDSPORT SCHOOL DISTRICT
25	CULVER SCHOOL DISTRICT NO.	97	REYNOLDS SCHOOL DISTRICT
26	DALLAS SCHOOL DISTRICT NO. 2	98	ROGUE RIVER SCHOOL DISTRICT NO.35
27	DAVID DOUGLAS SCHOOL DISTRICT	99	ROSEBURG PUBLIC SCHOOLS
28	DAYTON SCHOOL DISTRICT NO.8	100	SALEMKEIZER PUBLIC SCHOOLS
29	DE LA SALLE N CATHOLIC HS	101	SCAPPOOSE SCHOOL DISTRICT 1J
30	DESCHUTES COUNTY SD NO.6 SISTERS SD	102	SEASIDE SCHOOL DISTRICT 10
31	DOUGLAS COUNTY SCHOOL DISTRICT 116	103	SEVEN PEAKS SCHOOL
32	DOUGLAS EDUCATION SERVICE DISTRICT	104 105	SHERWOOD SCHOOL DISTRICT 88J SILVER FALLS SCHOOL DISTRICT
33	DUFUR SCHOOL DISTRICT NO.29	106	SIUSLAW SCHOOL DISTRICT
34	ELKTON SCHOOL DISTRICT NO.34	107	SOUTH COAST EDUCATION SERVICE DISTRICT
35 36	ESTACADA SCHOOL DISTRICT NO.108	107	SOUTH LANE SCHOOL DISTRICT 45J3
37	FOREST GROVE SCHOOL DISTRICT GASTON SCHOOL DISTRICT 511J	109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT
38	GEN CONF OF SDA CHURCH WESTERN OR	110	SOUTHWEST CHARTER SCHOOL
39	GLADSTONE SCHOOL DISTRICT	111	SPRINGFIELD SCHOOL DISTRICT NO.19
40	GLENDALE SCHOOL DISTRICT	112	STANFIELD SCHOOL DISTRICT
41	GLIDE SCHOOL DISTRICT NO.12	113	SWEET HOME SCHOOL DISTRICT NO.55
42	GRANTS PASS SCHOOL DISTRICT 7	114	THE CATLIN GABEL SCHOOL
43	GREATER ALBANY PUBLIC SCHOOL DISTRICT	115	TIGARDTUALATIN SCHOOL DISTRICT
44	GRESHAMBARLOW SCHOOL DISTRICT	116	UMATILLAMORROW ESD
45	HARNEY COUNTY SCHOOL DIST. NO.3	117	VERNONIA SCHOOL DISTRICT 47J
46	HARNEY EDUCATION SERVICE DISTRICT	118	WEST HILLS COMMUNITY CHURCH
47	HEAD START OF LANE COUNTY	119	WEST LINN WILSONVILLE SCHOOL DISTRICT
48	HERITAGE CHRISTIAN SCHOOL	120	WHITEAKER MONTESSORI SCHOOL
49	HIGH DESERT EDUCATION SERVICE DISTRICT	121	YONCALLA SCHOOL DISTRICT NO.32
50	HOOD RIVER COUNTY SCHOOL DISTRICT	1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
51	JACKSON CO SCHOOL DIST NO.9	2	EMMANUAL LUTHERAN SCHOOL
52	JEFFERSON COUNTY SCHOOL DISTRICT 509J	3	HANAHAU OLISCHOOL
53	JEFFERSON SCHOOL DISTRICT	4	HAWAII TECHNOLOGY ACADEMY
54	KLAMATH FALLS CITY SCHOOLS	5	ISLAND SCHOOL
55	LA GRANDE SCHOOL DISTRICT	6 7	KAMEHAMEHASCHOOLS
56	LAKE OSWEGO SCHOOL DISTRICT AL	8	KE KULA O S. M. KAMAKAU MARYKNOLL SCHOOL
57 50	LANE COUNTY SCHOOL DISTRICT 4J	8 9	PACIFIC BUDDHIST ACADEMY
58 59	LANE COUNTY SCHOOL DISTRICT 69		
59 60	LEBANON COMMUNITY SCHOOLS NO.9 LINCOLN COUNTY SCHOOL DISTRICT	No. 1	Nonprofit & Other 211INFO
00	LINCOLN COONTT SCHOOL DISTRICT	1	711II/II O

2	ACUMENTRAHEALTH	74	FOUNDATIONS FOR A BETTER OREGON
3	ADDICTIONS RECOVERY CENTER, INC	75	FRIENDS OF THE CHILDREN
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	76	GATEWAY TO COLLEGE NATIONAL NETWORK
5	ALVORDTAYLOR INDEPENDENT LIVING SERVICES	77	GOAL ONE COALITION
6	ALZHEIMERS NETWORK OF OREGON	78	GOLD BEACH POLICE DEPARTMENT
7	ASHLAND COMMUNITY HOSPITAL	79	GOOD SHEPHERD COMMUNITIES
8	ATHENA LIBRARY FRIENDS ASSOCIATION	80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
9	BARLOW YOUTH FOOTBALL	81	GRANT PARK CHURCH
10	BAY AREA FIRST STEP, INC.	82	GRANTS PASS MANAGEMENT SERVICES, DBA
11	BENTON HOSPICE SERVICE	83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
12	BETHEL CHURCH OF GOD	84	HALFWAY HOUSE SERVICES, INC.
13	BIRCH COMMUNITY SERVICES, INC.	85	HEARING AND SPEECH INSTITUTE INC
14	BLACHLY LANE ELECTRIC COOPERATIVE	86	HELP NOW! ADVOCACY CENTER
15	BLIND ENTERPRISES OF OREGON	87	HIGHLAND HAVEN
16	BONNEVILLEENVIRONMENTAL FOUNDATION	88	HIGHLAND UNITED CHURCH OF CHRIST
17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	89	HIV ALLIANCE, INC
18	BROAD BASE PROGRAMS INC.	90	HOUSING AUTHORITY OF LINCOLN COUNTY
19	CANBY FOURSQUARE CHURCH	91	HOUSING AUTHORITY OF PORTLAND
20	CANCER CARE RESOURCES	92	HOUSING NORTHWEST
21	CASCADIA BEHAVIORAL HEALTHCARE	93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
22	CASCADIA REGION GREEN BUILDING COUNCIL	94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
23	CATHOLIC CHARITIES	95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
24	CATHOLIC COMMUNITY SERVICES	96	IRCO
25	CENTER FOR RESEARCH TO PRACTICE	97	JASPER MOUNTAIN
26	CENTRAL BIBLE CHURCH	98	JUNIORACHIEVEMENT
27	CENTRAL CITY CONCERN	99	KLAMATH HOUSING AUTHORITY
28	CENTRAL DOUGLAS COUNTY FAMILY YMCA	100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK	101	LA GRANDE UNITED METHODIST CHURCH
30	CHILDPEACE MONTESSORI	101	LANE ELECTRIC COOPERATIVE
31	CITY BIBLE CHURCH	103	LANE MEMORIAL BLOOD BANK
32	CLACKAMAS RIVER WATER	104	LANECO FEDERAL CREDIT UNION
33	CLASSROOM LAW PROJECT	105	LAUREL HILL CENTER
34	COAST REHABILITATION SERVICES	106	LIFEWORKS NW
35	COLLEGE HOUSING NORTHWEST	107	LIVING WAY FELLOWSHIP
36	COLUMBIA COMMUNITY MENTAL HEALTH	108	LOAVES & FISHES CENTERS, INC.
37	COMMUNITY ACTION ORGANIZATION	109	LOCAL GOVERNMENT PERSONNEL INSTITUTE
38	COMMUNITY ACTION TEAM, INC.	110	LOOKING GLASS YOUTH AND FAMILY SERVICES
39	COMMUNITY CANCER CENTER	111	MACDONALD CENTER
40	COMMUNITY HEALTH CENTER, INC	112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
41	COMMUNITY VETERINARY CENTER	113	METRO HOME SAFETY REPAIR PROGRAM
42	CONFEDERATED TRIBES OF GRAND RONDE	114	METROPOLITAN FAMILY SERVICE
43	CONSERVATION BIOLOGY INSTITUTE	115	MID COLUMBIA COUNCIL OF GOVERNMENTS
44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY	116	MIDCOLUMBIA CENTER FOR LIVING
45	CORVALLIS MOUNTAIN RESCUE UNIT	117	MIDWILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
46	COVENANT CHRISTIAN HOOD RIVER	118	MORNING STAR MISSIONARY BAPTIST CHURCH
47	COVENANT RETIREMENT COMMUNITIES	119	MORRISON CHILD AND FAMILY SERVICES
48	DECISION SCIENCE RESEARCH INSTITUTE, INC.	120	MOSAIC CHURCH
49	DELIGHT VALLEY CHURCH OF CHRIST	121	NATIONAL PSORIASIS FOUNDATION
50	DOGS FOR THE DEAF, INC.	122	NATIONAL WILD TURKEY FEDERATION
51	DOUGLAS ELECTRIC COOPERATIVE, INC.	123	NEW AVENUES FOR YOUTH INC
52	EAST HILL CHURCH	124	NEW BEGINNINGS CHRISTIAN CENTER
53	EAST SIDE FOURSQUARE CHURCH	125	NEW HOPE COMMUNITY CHURCH
54	EAST WEST MINISTRIES INTERNATIONAL	126	NEWBERG FRIENDS CHURCH
55	EDUCATIONAL POLICY IMPROVEMENT CENTER	127	NORTH BEND CITY COOS/URRY HOUSING AUTHORITY
56	ELMIRA CHURCH OF CHRIST	128	NORTHWEST FOOD PROCESSORS ASSOCIATION
57	EMERALD PUD	129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
58	EMMAUS CHRISTIAN SCHOOL	130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY
59	EN AVANT, INC.	131	NORTHWEST YOUTH CORPS
60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION	132	OCHIN
61	EUGENE BALLET COMPANY	133	OHSUFOUNDATION
62	EUGENE SYMPHONY ASSOCIATION, INC.	134	OLIVET BAPTIST CHURCH
63	EUGENE WATER & ELECTRIC BOARD	135	OMNIMEDIXINSTITUTE
64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.	136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
65	FAIR SHARE RESEARCH AND EDUCATION FUND	137	OREGON BALLET THEATRE
66	FAITH CENTER	138	OREGON CITY CHURCH OF THE NAZARENE
67	FAITHFUL SAVIOR MINISTRIES	139	OREGON COAST COMMUNITY ACTION
68	FAMILIES FIRST OF GRANT COUNTY, INC.	140	OREGON DEATH WITH DIGNITY
69	FANCONI ANEMIA RESEARCH FUND INC.	141	OREGON DONOR PROGRAM
70	FARMWORKER HOUISNG DEV CORP	141	OREGON EDUCATION ASSOCIATION
70 71	FIRST CHURCH OF THE NAZARENE	142	OREGON ENVIRONMENTAL COUNCIL
71 72	FIRST UNITARIAN CHURCH	143 144	OREGON MUSUEM OF SCIENCE AND INDUSTRY
72 73	FORD FAMILY FOUNDATION	144	OREGON PROGRESS FORUM
13	I OND I AIVILLI I COMPATION	143	CHEGOIAL MOCKESS! OROIN

1.16	ODECON DEDEDTODY CINCEDS	218	CLICTAINIA DI F.NODTIINA/FCT
146 147	OREGON REPERTORY SINGERS OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	218	SUSTAINABLE NORTHWEST TENAS ILLAHEE CHILDCARE CENTER
147	OREGON SUPPORTED LIVING PROGRAM	219	THE EARLY EDUCATION PROGRAM, INC.
149	OSLC COMMUNITY PROGRAMS	221	THE EARLY EDUCATION PROGRAM, INC. THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENTOREGON,
150	OUTSIDE IN	221	INC.
151	OUTSIDE IN	222	THE NEXT DOOR
152	PACIFIC CASCADE FEDERAL CREDIT UNION	223	THE OREGON COMMUNITY FOUNDATION
153	PACIFIC FISHERY MANAGEMENT COUNCIL	224	THE SALVATION ARMY CASCADE DIVISION
154	PACIFIC INSTITUTES FOR RESEARCH	225	TILLAMOOK CNTY WOMENS CRISIS CENTER
155	PACIFIC STATES MARINE FISHERIES COMMISSION	226	TILLAMOOKESTUARIES PARTNERSHIP
156	PARALYZED VETERANS OF AMERICA	227	TOUCHSTONE PARENT ORGANIZATION
157	PARTNERSHIPS IN COMMUNITY LIVING, INC.	228	TRAILS CLUB
158	PENDLETONACADEMIES	229	TRAINING EMPLOYMENT CONSORTIUM
159	PENTAGON FEDERAL CREDIT UNION	230	TRICOUNTY HEALTH CARE SAFETY NET ENTERPRISE
160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	231	TRILLIUM FAMILY SERVICES, INC.
161	PORT CITY DEVELOPMENT CENTER	232	UMPQUA COMMUNITY DEVELOPMENT CORPORATION
162	PORTLAND ART MUSEUM	233	UNION GOSPEL MISSION
163	PORTLAND HABILITATION CENTER INC	234	UNITED CEREBRAL PALSY OF OR AND SW WA
164 165	PORTLAND HABILITATION CENTER, INC. PORTLAND SCHOOLS FOUNDATION	235 236	UNITED WAY OF THE COLUMBIA WILLAMETTE US CONFERENCE OF MENONNITE BRETHREN CHURCHES
166	PORTLAND WOMENS CRISIS LINE	237	US FISH AND WILDLIFE SERVICE
167	PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND	238	USAGENCIES CREDIT UNION
168	PRINGLE CREEK SUSTAINABLE LIVING CENTER	239	VERMONT HILLS FAMILY LIFE CENTER
169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	240	VIRGINIA GARCIA MEMORIAL HEALTH CENTER
170	QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.	241	VOLUNTEERS OF AMERICA OREGON
	REBUILDING TOGETHER PORTLAND INC.	242	WE CARE OREGON
172	REGIONAL ARTS AND CULTURE COUNCIL	243	WESTERN RIVERS CONSERVANCY
173	RELEVANT LIFE CHURCH	244	WESTERN STATES CENTER
174	RENEWABLE NORTHWEST PROJECT	245	WESTSIDE BAPTIST CHURCH
175	ROGUE FEDERAL CREDIT UNION	246	WILD SALMON CENTER
176	ROSE VILLA, INC.	247	WILLAMETTEFAMILY
177	SACRED HEART CATHOLIC DAUGHTERS	248	WILLAMETTE VIEW INC.
178	SAIF CORPORATION	249	WOODBURN AREA CHAMBER OF COMMERCE
179	SAINT ANDREW NATIVITY SCHOOL	250	WORD OF LIFE COMMUNITY CHURCH
180 181	SAINT CATHERINE OF SIENA CHURCH SAINT JAMES CATHOLIC CHURCH	251 252	WORKSYSTEMS INC YOUTH GUIDANCE ASSOC.
182	SALEM ALLIANCE CHURCH	252 253	YWCA SALEM
183	SALEM ELECTRIC	1	ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
184	SALMONSAFE INC.	2	ALOHACARE
185	SCIENCEWORKS	3	AMERICAN LUNG ASSOCIATION
186	SE WORKS	4	BISHOP MUSEUM
187	SECURITY FIRST CHILD DEVELOPMENT CENTER	5	BUILDING INDUSTRY ASSOCIATION OF HAWAII
188	SELF ENHANCEMENT INC.	6	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
189	SERENITY LANE	7	EAH, INC.
190	SEXUAL ASSAULT RESOURCE CENTER	8	EASTER SEALS HAWAII
191	SEXUAL ASSAULT RESOURCE CENTER	9	GOODWILL INDUSTRIES OF HAWAII, INC.
192	SHELTERCARE	10	HABITAT FOR HUMANITY MAUI
193	SHERIDAN JAPANESE SCHOOL FOUNDATION	11	HALE MAHAOLU
194	SHERMAN DEVELOPMENT LEAGUE, INC.	12	HAROLD K.L. CASTLE FOUNDATION
195 196	SILVERTON AREA COMMUNITY AID SISKIYOU INITIATIVE	13 14	HAWAII AGRICULTURE RESEARCH CENTER HAWAII EMPLOYERS COUNCIL
190	SMART	15	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
198	SOCIAL VENTURE PARTNERS PORTLAND	16	HONOLULU HABITAT FOR HUMANITY
199	SOUTH COAST HOSPICE, INC.	17	IUPAT, DISTRICT COUNCIL 50
200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE	18	LANAKILA REHABILITATION CENTER INC.
201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	19	LEEWARD HABITAT FOR HUMANITY
202	SOUTHERN OREGON HUMANE SOCIETY	20	MAUI COUNTY FCU
203	SPARCENTERPRISES	21	MAUI ECONOMIC DEVELOPMENT BOARD
204	SPIRIT WIRELESS	22	MAUI ECONOMIC OPPORTUNITY, INC.
205	SPONSORS, INC.	23	MAUI FAMILY YMCA
206	SPOTLIGHT THEATRE OF PLEASANT HILL	24	NA HALE O MAUI
207	SPRINGFIELD UTILITY BOARD	25	NA LEI ALOHA FOUNDATION
208	ST VINCENT DE PAUL	26 27	NETWORK ENTERPRISES, INC.
209 210	ST. ANTHONY CHURCH ST. ANTHONY SCHOOL	27 28	ORI ANUENUE HALE, INC. PARTNERS IN DEVELOPMENT FOUNDATION
210	ST. MARYS OF MEDFORD, INC.	28 29	POLYNESIAN CULTURAL CENTER
211	ST. VINCENT DEPAUL OF LANE COUNTY	30	PUNAHOU SCHOOL
213	STAND FOR CHILDREN	31	ST. THERESA CHURCH
214	STAR OF HOPE ACTIVITY CENTER INC.	32	WAIANAE COMMUNITY OUTREACH
215	SUMMIT VIEW COVENANT CHURCH	33	WAILUKU FEDERAL CREDIT UNION
216	SUNNYSIDE FOURSQUARE CHURCH	34	YMCA OF HONOLULU
217	SUNRISE ENTERPRISES	No.	Special/IndependentDistricts

1	BAY AREA HOSPITAL DISTRICT	39	THE PORT OF PORTLAND
2	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	40	TILLAMOOK PEOPLES UTILITY DISTRICT
3	CENTRAL OREGON IRRIGATION DISTRICT	41	TUALATIN HILLS PARK AND RECREATION DISTRICT
4	CHEHALEM PARK AND RECREATION DISTRICT	42	TUALATIN VALLEY FIRE & RESCUE
5	CITY COUNTY INSURANCE SERVICES	43	TUALATIN VALLEY WATER DISTRICT
6	CLEAN WATER SERVICES	44	UNION SOIL & WATER CONSERVATION DISTRICT
7	COLUMBIA 911 COMMUNICATIONS DISTRICT	45	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
8	COLUMBIA RIVER PUD	46	WEST VALLEY HOUSING AUTHORITY
9	DESCHUTES COUNTY RFPD NO.2	47	WILLAMALANE PARK AND RECREATION DISTRICT
10	DESCHUTES PUBLIC LIBRARY SYSTEM	48	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
11	EAST MULTNOMAH SOIL AND WATER CONSERVANCY	No.	State Agencies
12	GASTON RURAL FIRE DEPARTMENT	1	BOARD OF MEDICAL EXAMINERS
13	GLADSTONE POLICE DEPARTMENT	2	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
14	GLENDALE RURAL FIRE DISTRICT	3	OFFICE OF THE STATE TREASURER
15	HOODLAND FIRE DISTRICT NO.74	4	OREGON BOARD OF ARCHITECTS
16	HOODLAND FIRE DISTRICT #74	5	OREGON CHILD DEVELOPMENT COALITION
17	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	6	OREGON DEPARTMENT OF EDUCATION
18	KLAMATH COUNTY 911	7	OREGON DEPARTMENT OF FORESTRY
19	LANE EDUCATION SERVICE DISTRICT	8	OREGON DEPT OF TRANSPORTATION
20	LANE TRANSIT DISTRICT	9	OREGON DEPT. OF EDUCATION
21	MALIN COMMUNITY PARK AND RECREATION DISTRICT	10	OREGON LOTTERY
22	MARION COUNTY FIRE DISTRCT #1	11	OREGON OFFICE OF ENERGY
23	METRO	12	OREGON STATE BOARD OF NURSING
24	METROPOLITAN EXPOSITIONRECREATION COMMISSION	13	OREGON STATE POLICE
25	MONMOUTH INDEPENDENCE NETWORK	14	OREGON TOURISM COMMISSION
26	MULTONAH COUNTY DRAINAGE DISTRICT #1	15	OREGON TRAVEL INFORMATION COUNCIL
27	NEAH KAH NIE WATER DISTRICT	16	SANTIAM CANYON COMMUNICATION CENTER
28	NW POWER POOL	17	SEIU LOCAL 503, OPEU