

FORMAL COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into EFFECTIVE _____ by and between CITY OF FRESNO, a California municipal corporation (City), and GRAYBAR ELECTRIC COMPANY, INC., a Missouri Corporation (Vendor).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. The Charter for the City allows for cooperative purchase agreements for materials, supplies and equipment. The City is allowed to piggyback an existing government agency's agreement, under Fresno City Charter 1208. The parties agree the Vendor was the lowest responsive and responsible bidder for Invitation for Bid (IFB) issued by OMNIA Partners Contract #EV2370. The IFB is attached hereto as **Exhibit A** and is incorporated herein by reference. The Parties agree that the Vendor has entered a Cooperative Purchase Contract with Graybar Electric Company (Original Government Contract).
2. Vendor's Obligation. Vendor shall provide those services and carry out that work described in the Original Government Contract, which is attached hereto as **Exhibit B** and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
3. City's Obligation. City shall make to the Vendor those payments described in **Exhibits A and B**, subject to all the terms and condition contained or incorporated herein
4. Notwithstanding the requirements that the Original Government Contract is fully binding on the Parties, the parties have agreed to modify certain non-material provisions of the Original Government Contract as applied to this Agreement between the Vendor and the City, as follows:
 - a) City's Insurance and Indemnity provisions attached as **Exhibit C**.
 - b) Address change for the City: Notwithstanding the address and contract information for the government entity as set out in **Exhibit B**, the Vendor agrees that notices and invoices will be sent to:

City of Fresno
Attention: Melissa Perales
2101 G Street, Bldg. A
Fresno, CA 93706
Phone: (559) 621-1332
E-mail: Melissa.Perales@fresno.gov
FAX: (559) 457-1564

c) Notwithstanding anything in **Exhibits A** and **B** to the contrary, this Agreement shall be governed by, and construed and enforced in accordance with , the laws of the State of California, excluding however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

d) All other provisions in the Original Government Contract are fully binding on the parties and will represent the agreement between the City and the Vendor.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

GRAYBAR ELECTRIC COMPANY, INC.,
a Missouri Corporation

By: _____
Melissa Perales
Purchasing Manager
General Services Department

By: _____
Name: _____

No signature of City Attorney required.
Standard Document **#GSD-S Formal
Cooperative Purchase Agt. (10-2023)**
has been used without modification, as
certified by the undersigned.

Title: _____
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: _____
Name: _____

By: _____
James E. Jackson
Senior Procurement Specialist

Title: _____
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Date
Deputy

Addresses:
CITY
City of Fresno

Attention: Melissa Perales
2101 G Street, Bldg. A
Fresno, CA 93706
Phone: (559) 621-1332
E-mail: Melissa.Perales@fresno.gov
FAX: (559) 457-1564

Vendor:
Graybar Electric Company, Inc.
Attention: Daniel Cunningham
100 First Stamford Place, Suite 700
Stamford, CT 06902
Phone: (988) 874-4468
E-mail: govrents@ur.com
FAX: n/a

Attachments:
Exhibit A - Invitation For Bids
Exhibit B - Original Government Contract
Exhibit C - City's Insurance and Indemnity

EXHIBIT A

Invitation for Bids

EV2370 - Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

1 Introduction and Overview

Point Value: 0



1. MASTER AGREEMENT

The City of Kansas City, MO (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Electrical, Lighting, Data Communications, and Security Products and Related Products, Services and Solutions (herein "Products and Services").

2. OBJECTIVES

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

F. Provide Participating Public Agencies with environmentally responsible products and services.

3. U.S. COMMUNITIES

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

National Sponsors

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

Advisory Board

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

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

Current U.S. Communities Advisory Board Members

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

Participating Public Agencies

Today, more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$2.5 Billion Dollars in products and services annually. Each month more than 500 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

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

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

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached in Section 10.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$500 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, the City of Kansas City, MO and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2016 purchased more than \$168 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

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

- National Sponsors as referenced above.
- Over 85 State Associations of Counties, Schools and Municipal Leagues.
- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

Multiple Awards

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

The City of Kansas City, MO reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the City of Kansas City, MO and Participating Public Agencies as a result of this solicitation.

Evaluation of Proposals

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

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

1. Have you read and do you acknowledge the above Introduction and Overview? Please state any questions or concerns you have regarding this information in the Comments section provided below.

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

2 Instructions and Conditions

Point Value: 0

1. PURPOSE

The City of Kansas City, Missouri ("City") invites you to submit a proposal for Electrical, Lighting, Data Communications, and Security Products and Related Products, Services and Solutions as listed in the Scope Requirements of this Request for Proposal.

2. DUE DATE FOR PROPOSALS

Proposers shall submit Proposals to the **City Contact Person** listed below utilizing the RFP365 online tool by 11:00 p.m. (CST) on Friday, October 6, 2017.

3. CITY CONTACT PERSONS

General, Technical and Proposal Submission Questions

Proposers shall submit their Proposal and any general questions or issues about any aspect of this RFP to the following City Contact person:

Renee Medlin, CPPO, Procurement Manager
Procurement Services Division
City Hall, 1st Floor, Room 102 W

414 East 12th Street, Kansas City, Missouri 64106
(816) 513-0816 (Phone) Renee.Medlin@kcmo.org (Email)

Questions should be submitted through the RFP365 online tool. Deadline for questions is Friday, September 22, 2017 at 12:00p.m (CST).

4. DEFINITIONS

- This Request for Proposals ("RFP" or "solicitation") is an invitation by the City for Proposers to submit an offer, which may be subject to subsequent discussions and negotiations by the City and the Proposer. It is not a request for a competitive bid.
 - "Proposal" means any document, submittal, interview, presentation, discussion, negotiation, and everything and anything provided in response to this RFP regardless whether the submission is an oral or written submission.
 - By submitting a proposal to the City, Proposer agrees that the Proposer does not obtain any right in or expectation to a contract with the City or a vested interest or a property right in a contract with the City regardless of the amount of time, effort and expense expended by Proposer in attempting to obtain a written executed contract with the City that complies with Section 432.070, RSMo, the City Charter and City ordinances.
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5. ESTIMATED SCHEDULE

The listed dates in the "Estimated Schedule" are tentative. The City reserves the right to change or extend any and all dates including the due date for proposals for any reason at any time including after the due date for proposals.

09/06/2017	RFP issued Pre-Proposal Conference City of Kansas City, Missouri City Hall 414 East 12th Street 11th Floor Conference Room
09/20/2017 1:00 p.m.	General Services Department Kansas City, MO 64106 *Suppliers need to make their best efforts to attend this pre-proposal conference. MBE/WBE goals (for local contract) and national requirements will be discussed in detail.
09/22/2017 12:00p.m.	Deadline for questions to be submitted
10/06/2017 11:00p.m.	Deadline for Proposals to be submitted
Mid October 2017	Notification of shortlisted firms

Late October 2017	Presentations, if necessary
Early November 2017	Selection/Negotiations
Late November / Early December 2017	City Council Approval
January 1, 2018	Contract Start Date

6. RFP DOCUMENTS

This RFP consists of the following sections:

- This RFP
- Scope of Work
- Standard City Contract
- HRD Documents

7. EXAMINATION OF ALL RFP DOCUMENTS AND REQUIREMENTS

- Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all RFP requirements prior to submitting a proposal to ensure that Proposer's Proposal meets the intent of this RFP.
- Before submitting a Proposal to the City, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain any and all conditions and requirements that affect the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from Proposer's obligation to comply, in every detail, with all provisions and requirements of the RFP.
- By submitting a Proposal to the City, Proposer certifies that Proposer has provided the City with written notice of all ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other document. By executing a Contract with the City, Proposer certifies that Proposer communicated to City all ambiguities, conflicts, errors or discrepancies that it has discovered in the RFP, the Proposed Contract, Scope of Services and any other document and that written resolution thereof by the City as embodied in the final Contract is acceptable to Proposer.

8. QUESTIONS AND CLARIFICATIONS ABOUT THIS RFP

- Question Deadline
 - Proposers may submit written questions, request clarifications or provide notice to the appropriate City Contact person listed in number 3 (above) of any ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the

- Proposed Contract, Scope of Services and any other solicitation document at any time until one (1) week prior to the due date for proposals.
- The City will answer all inquiries by any Proposer in writing. If any inquiry results in a change in the RFP, the City will issue an Addendum and the Addendum will be on the City's website. It is the responsibility of Proposers to check and City's website for addenda. <http://www.kcmo.gov>
 - Questions - Post Deadline
 - If a Proposer discovers any ambiguities, conflicts, mistakes, errors or discrepancies **after the deadline for questions and clarifications or after the proposal due date**, Proposer shall immediately submit the ambiguity, conflict, mistake, error or discrepancy to the appropriate City Contact person listed in number 3 (above). The City, in its sole discretion, shall determine the appropriate response to any issue raised by any Proposer.
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9. SUBMISSION OF PROPOSALS

All proposal documents must be submitted in the exact order as listed in the City RFP.

- The City uses RFP365 for the electronic distribution and submission of this RFP's responses.
 - Respondents will prepare their answers and upload completed forms in this electronic platform.
 - Respondents can prepare responses to RFP questions that include:
 - Formatted text, using the formatting options in the text editor
 - Uploaded files, including completed forms and supporting documentation. Use the *paperclip* icon in the text editor to upload a file.
 - Embedded images. Thumbnails of images can be uploaded into the text, resized, and placed using the controls through *picture frame* icon in the text editor.
 - Links to external website which are publicly available.
 - Respondents using the RFP365 platform can add internal team members to help in the preparation of their responses. By clicking on the Users page through the drop-down under your name in the upper right-hand corner, you can invite team members to collaborate on responses.
 - Users of this platform must have an internet connection and can use browsers including: Google Chrome, Mozilla Firefox, Apple Safari, and Microsoft Internet Explorer 9 or newer. Users on old versions of browsers which are not supported by this application will be warned at the login screen that they are using an unsupported browser. Google Chrome and Mozilla Firefox are free browsers and can be installed on the user's computer at no charge.
 - Users of RFP365 can send and receive messages to the RFP owner by using the messaging feature in the top-right corner of this RFP screen. Messages will be responded to accordingly and an email of any message will be copied to the respondent point of contact.
 - Each response can be assigned to users of the respondent's team. They can set internal due dates and manage the progress inside of the RFP365 platform.
 - Only complete and approved responses can be submitted.
 - Submission after the due date at 11:00 p.m. (Central time) is not allowed.
 - Technical support for this application is available at support@rfp365.com.
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10. CONTENT OF PROPOSAL

In the subsequent sections of this proposal, respondents will be required to prepare answers to various questions. These sections include, but are not limited to, the following:

- Business/Firm Profile and Legal Structure
 - Experience
 - Personnel
 - Sustainability
 - Pricing/Cost Proposal
 - References
 - Technical and Functional Requirements
 - U.S. Communities Administration Agreement (signed, unaltered)
 - U.S. Communities Supplier Worksheet for National Program Consideration
 - U.S. Communities Supplier Information
 - Other Required Documents
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11. EVALUATION CRITERIA

- Any evaluation criteria or weighting of criteria is used by the City only as a tool to assist the City in selecting the best proposal for the City. Evaluation scores or ranks do not create any right in or expectation to a contract with the City regardless of any score or ranking given to any Proposer by the City. In other words, even if the City gives a Proposer the highest rank and highest score, the Proposer still has no expectation of a contract with the City and the City may choose to contract with any other Proposer regardless of the score or rank of the other Proposer.
 - The City may change criteria and criteria weights at any time including after the due date for proposals.
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12. INTERVIEWS

The City, in its sole discretion, may interview none, one, some or all of the Proposers who submit proposals.

13. DISCUSSIONS AND NEGOTIATIONS

The City, in its sole discretion, may do any or all of the following:

- evaluate Proposals and award a contract with or without discussions or negotiations with any or all of the Proposers;
- discuss and negotiate anything and everything with any Proposer or Proposers at any time;
- request additional information from any or all Proposers;
- request a Proposer or Proposers to submit a new Proposal;
- request one or more best and final offers from any or all Proposers;
- accept any Proposal in whole or in part;
- require a Proposer to make modifications to their initial Proposals;

- make a partial award to any or all Proposers;
 - make a multiple award to any or all of Proposers;
 - terminate this RFP, and reissue an amended RFP.
-

14. PROPOSAL MUST REMAIN FIRM IRREVOCABLE OFFER TO CITY FOR 90 DAYS

- By submitting a proposal to the City, Proposer agrees that Proposer's Proposal shall constitute a firm irrevocable offer to the City that Proposer shall not withdraw or modify without the City's approval for ninety (90) days after the proposal due date. Proposer agrees that even if the City negotiates or makes a counter offer to Proposer on Proposer's original Proposal or any subsequent Proposal submitted by Proposer to the City, Proposer hereby grants to the City, in the City's sole discretion, the unconditional right for the City to accept Proposer's original Proposal and the City's negotiation or counter offer shall not be deemed to be a counter offer.
 - After ninety (90) days, the City can accept any proposal or subsequent proposals from any Proposer with the consent of the Proposer at any time and regardless of the length of time that has passed from the proposal due date.
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15. SELECTION

The City will select the proposal that in the City's sole judgment the City determines to be the best Proposal. Section 432.070, RSMo requires the City to have a written executed contract signed by both parties prior to anyone performing services or providing any goods, supplies, materials or equipment to the City.

The written executed contract must also comply with the City Charter and City Ordinances.

This means that a proposer does not have a contract with the City until a written contract is *executed*. A contract is *executed* when all of the following have occurred: (1) the City Council authorizes the execution of a contract with the Proposer (if City Council approval is requested by City staff or is required by City Ordinance); (2) persons with actual authority to bind both the City and the Proposer execute the contract; (3) the contract is approved by the Law Department; (4) the City issues a purchase order to the Contractor with the Director of Finance's certification of availability of funds for the contract; and (5) any other required step.

A Proposer does not have a contract with the City until all the steps are completed.

If the City does not complete all required steps, there is no contract between the City and the Proposer and the City has absolutely no contractual or financial obligation to any Proposer regardless of the amount of time, effort and money spent by the Proposer responding to the RFP and attempting to negotiate and obtain a contract with the City.

16. REJECTION OF PROPOSALS

The City reserves the unconditional right to reject any or all proposals received in response to this RFP at

any time prior to the City executing a contract that meets the requirements of Section 432.070, RSMo, the City Charter and all applicable City Ordinances.

17. WAIVER OF ORDINANCES, REGULATIONS AND RFP REQUIREMENTS

- The City, at any time, may waive any requirements imposed in this RFP or by any City regulation.
 - The City may waive any requirement imposed by the City's Code of Ordinances when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Proposers for this RFP and it is in the best interest of the City to grant the waiver.
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18. LATE PROPOSALS

The City, in its sole discretion, may consider proposals received by the City after the proposal due date if it is in the best interest of the taxpayers of the City to receive the late proposal(s).

19. CHANGES IN THE RFP

- After this RFP is issued, the City, in its sole discretion, may change everything or anything contained in this RFP at any time including after the Proposal due date. If the change is prior to the proposal due date, the City reserves the right, when considered necessary or appropriate, to modify this RFP.
 - If the City shall amend the RFP after the proposal due date, the City may, in its sole discretion, solicit new proposals in an amended RFP from anyone or everyone regardless whether a person submitted a proposal in response to the original RFP.
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20. CHANGES IN EXECUTED CONTRACT AND ADDITIONAL WORK

- After the City executes a contract in accordance with the requirements of Section 432.070, RSMo, the City Charter and City Ordinances, the City may, in its sole discretion, amend the contract to change anything or everything associated with the contract as long as such change is in the interest of the City and as long as the Contractor agrees to the change.
 - The City, in its sole discretion, may award additional contracts for related work or subsequent Project phases to the selected Contractor.
 - The City, in its sole discretion, may extend the term of the contract with the selected Contractor notwithstanding the expiration of the initial term or any subsequent term or all options to renew, until the City has a new contract in place with either Proposer or another provider or until the City terminates the Contract.
-

21. PROPOSER SOLELY RESPONSIBLE FOR ALL COSTS

Regardless of the amount of time, effort, cost and expense incurred by a Proposer in Proposer's attempt to win this City contract, Proposer agrees that Proposer shall be solely responsible and liable for any and all costs incurred by Proposer.

The City shall have no liability or responsibility for any of Proposer's costs or expenses.

22. OWNERSHIP OF PROPOSALS

By submitting its Proposal, Proposer hereby agrees that Proposer's Proposal and any supplementary material submitted by the Proposer shall become property of the City.

23. DISCLOSURE OF PROPRIETARY INFORMATION

- A Proposer may attempt to restrict the disclosure of scientific and technological innovations in which the Proposer has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the Proposal by marking each response of each such document prominently with the words "Proprietary Information";
 - After either a contract is executed pursuant to the RFP, or all submittals are rejected, if access to documents marked "Proprietary Information", as provided above, is requested under the Missouri Sunshine Law, the City will notify the Proposer of the request, and it shall be the burden of the Proposer to establish that such documents are exempt from disclosure under the law.
 - If the Proposer elects to challenge a formal request for such information made to the City and if the Proposer is unsuccessful in keeping such information closed, the Proposer shall pay for any and all costs, attorney fees and fines that are a result of Proposer's attempt to keep the information closed.
 - Notwithstanding the foregoing, in response to a formal request for information, the City reserves the right to release any documents if the City determines that such information is a public record pursuant to the Missouri Sunshine Law. The City shall have no liability to any Proposer or anyone else for releasing any Proprietary Information of a Proposer even if the City is negligent in releasing or disclosing any Proprietary Information of any Proposer.
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24. CLOSED RECORDS

All Proposals including interviews, presentations and documents, and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Law until a contract is executed or until all Proposals are rejected by the City. If the City amends this RFP, Proposals submitted in response to the original RFP may remain closed records until a contract is executed or all proposals submitted in response to the amended RFP are rejected.

Proposals shall remain closed records even if the City mistakenly informs all Proposers that it is rejecting any and all Proposals prior to amending the RFP as long as the City intends to amend the RFP and resolicit Proposals.

25. AFFIRMATIVE ACTION

It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or

ancestry, disability, sexual orientation, gender identity or age.

The City's Affirmative Action ordinance requires that any person or entity who employs fifty (50) or more persons and is awarded a contract from the City totaling more than \$300,000.00 must:

- Execute and submit an affidavit, in a form prescribed by the City, warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the contract.
- Submit, in print or electronic format, a copy of the Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed

If you have any questions regarding the City's Affirmative Action requirements, please contact HRD at (816) 513-1836 or visit the City's website: www.kcmo.gov

26. TAX CLEARANCE FOR CITY and LOCAL GOVERNMENTS

The local governments of the City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's Tax Laws to insure that taxpayer funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition precedent to City making City's first payment under the contract or any contract renewal.

The selected Contractor may obtain the City tax clearance letter from the City's Commissioner of Revenue at (816) 513-1135 or (816) 513-1089 and authorize the City to obtain the Clearance letters from the Local Governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), dated not more than ninety (90) days from the date of submission.

27. INDEMNIFICATION

The City's standard contract requires that the Contractor shall indemnify, defend and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of the City, its agencies, officials, officers, or employees. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. **Contractor has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Proposal.**

28. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES

- Buy American Preference. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When proposals offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the proposal that uses manufactured goods or commodities that are manufactured or produced in the United States.
 - Buy Missouri Preference. It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Proposer's responsibility to claim these preferences.
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29. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's Certificate of Good Standing from the Missouri Secretary of State's website.

30. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's valid business license.

Proposers may obtain this business license from the City's Revenue Division/Business License section at (816) 513-1135 or visit the City's website. <http://www.kcmo.gov>

31. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a Proposal, Proposer affirms that Proposer and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Proposal to be rejected.

32. EMPLOYEE ELIGIBILITY VERIFICATION

If this contract exceeds five thousand dollars (\$5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that Supplier does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Supplier shall attach to the affidavit documentation sufficient to establish Supplier's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>.

For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

The affidavit is found under Section 23 - Employee Eligibility Verification Affidavit.

33. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

Proposer must acknowledge acceptance or decline by returning the form found under Section 21 - Cooperative Procurement with Other Jurisdictions Form.

34. RENEWAL OPTION

- The period of performance under the contract is for an initial term of five (5) years, with three (3) two-year renewal options.
 - The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.
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35. CITY OF KANSAS CITY, MISSOURI MBE/WBE/SLBE CONTRACT REQUIREMENTS

Application of this Section 35. If a Proposer's Proposal is found by the City's Director of Human Relations to be non-responsive for failure to meet the requirements of this Section 35, U.S. Communities

may still make an award to the Supplier even if the City does not make an award to the Supplier(s).

(a) City of Kansas City, Missouri MBE/WBE/SLBE Requirements. The City of Kansas City, Missouri desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of this contract. Due to the unique nature of this Solicitation, the City has not set a specific goal for MBE or WBE participation in this contract. Nevertheless, Proposers are still required to make and provide documentation of its good faith efforts to utilize City certified MBEs and WBEs in the performance of this contract in accordance with the requirements specified in the attached HRD Forms and Instructions or in lieu therefore, comply with Section 35(b). Failure of a Proposer to make good faith efforts to utilize MBEs and WBEs in accordance the City's requirements will result in the Proposer being found nonresponsive and ineligible for award for a City contract unless Proposer meets the alternative requirements set forth in Section 35(b); provided however, a Proposer's failure to comply with this Section 35 will not make a Proposer ineligible for a contract award from U.S. Communities. *Unless a Proposer elects to proceed under Section 35(b), Proposers must complete HRD Form 13 Affidavit of Intended Utilization (found under Section 20) and return it with their Proposal. Please complete HRD Form 13 - Affidavit of Intended Utilization and attach it to this RFP response where indicated.*

(b) Alternative Method to Meet City's MBE/WBE/SLBE Program Requirements. In lieu of a Supplier complying with the City's MBE/WBE Program requirements set forth in Section 35(a), Supplier(s) may assist City Certified Minority Business Enterprises (MBEs), City Certified Woman Business Enterprises (WBEs) and City Certified Small Local Business Enterprises (SLBEs) grow, develop, and prosper in the public sector. To meet this objective, the City's Director of Human Relations requests that the Supplier(s) awarded the national U.S. Communities Contract provide the same U.S. Communities national discounted pricing received by the City to City Certified MBEs, WBEs and SLBEs when City Certified MBEs, WBEs, and SLBEs bid or submit a proposal on City of Kansas City, Missouri Construction or Maintenance Solicitations and other public sector Construction and Maintenance Solicitations. This will allow City Certified MBEs, WBEs, and SLBEs, to incorporate the same National Discounted U.S. Communities pricing received by the City in their bids and proposals to the City and other public entities and save the taxpayers money. Failure to meet the requirements imposed by this Section 35(b) shall not make a submitted Proposal non-responsive if the Supplier meets the requirements of Section 35(a).

Participating Public Agencies with equivalent MBE/WBE/SLBE Programs to the City of Kansas City, Missouri may utilize this Section 35 if the Supplier(s) and the Participating Public Agency agree to incorporate it in their Local Agreement.

The City of Kansas City, Missouri has a list of City Certified MBEs/WBEs/SLBEs at <http://kcmo.org/CKCMO/Depts/Ci...> (click on the "DMWBE Directory Search"). Please contact the City's Human Relations Department at 816-513-1836 for assistance on any aspect of the MBE/WBE/SLBE program.

Participating Public Agencies with equivalent MBE/WBE/SLBE Programs to the City of Kansas City, Missouri may utilize this Section 35 if the Supplier(s) and the Participating Public Agency agree to incorporate it in their Local Agreement.

36. WAIVER OF MBE/WBE REQUIREMENTS

The City Council, in its sole discretion, may waive any and all MBE/WBE requirements imposed by this solicitation and any Proposal Documents or the MBE/WBE Ordinance, and award the contract to the best Proposer if the City Council determines a waiver is in the best interests of the City.

1. Have you read and do you acknowledge the above Instructions and Conditions? Please state any questions or concerns you have regarding this information in the Comments section provided below.

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

3 Scope of Work

Point Value: 20

1. General definition of Products and services

Proposers are to propose the broadest possible selection of Electrical, Lighting, Data Communications, and Security Products and Related Products, Services and Solutions they offer. The intent of this solicitation is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs. Therefore, the Proposers should have demonstrated experience in providing the Products and Services as defined in this RFP, including but not limited to:

- a) **Electrical Products:** A complete and comprehensive offering of electrical supplies such as conduit, wire, electrical boxes, electrical fittings, electrical fasteners and hardware, surge and power protection, enclosures, fuses, power distribution equipment, control devices and all other related electrical materials offered by Proposer.
- b) **Lighting Products:** A complete and comprehensive offering of lighting products such as lamps, ballasts, fixtures, controls, LEDs, athletic field lighting, highway lighting and all other related lighting products offered by Proposer.
- c) **Data Communications, Networking and Wireless Products:** A complete and comprehensive offering of data communication, networking and wireless supplies such as modems, routers, network modules, network switches, PoE, repeaters, media converters, copper/fiber cabling, connectivity and termination products, power backup and power protection products, racks, cabinets and enclosures, raceway and wire-way and all other related data communications, networking and wireless products offered by Proposer.
- d) **Security Products:** A complete and comprehensive offering of security products such as access control products, security and CCTV cameras, sound systems, strobe and warning lights, monitoring, entrance protection, security sensors and contacts and all other related security products offered by Proposer.
- e) **Related Products and Services:** Any related products as well as services such as assessment, repair, renovation, installation, testing, inventory, training and other related services that may be offered by Proposer.

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

2. Regulatory requirements and standards

3. Shipping

4. Delivery

5. Warranty

1. Have you read and do you agree to the Scope of Services? If you have any narrative, please place it in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

2. If there are any concerns/issues with this section, please place a detail of those items in the Comments section provided below for this question.

Priority: 5. Response Type: Text.

4 Authorized Representative Form

Point Value: 0

By submission of the RFP response, the Proposer certifies that:

- 1 It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
- 2 It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- 3 The prices contained in this Proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
- 4 It has the full authority of the Offeror to execute the Proposal and to execute any resulting contract awarded as the result of, or on the basis of, the Proposal;
- 5 Proposer will not withdraw the Proposal for ninety (90) days.

1. I hereby certify that I have both the legal authority from my business/firm and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

2. Authorized Representative name and title

Priority: 5. Response Type: Text.

3. Authorized Representative phone number and email address

Priority: 5. Response Type: Text.

4. Firm's name and physical address

Priority: 5. Response Type: Text.

5. Email address for Purchase Order

Priority: 5. Response Type: Text.

5 Standard City Contract

Point Value: 0

Please review the attached file for the City's [Standard Contract for Products and Services](#).

1. Will you be able to comply with the Standard City Contract?

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

2. Please state any questions or concerns you have regarding the Standard City Contract.

Priority: 5. Response Type: Text.

6 Business/Firm Profile and Legal Structure

Point Value: 0

Please prepare responses for each of the following in the space provided:

1. Legal Name, address, phone, fax, e-mail, Federal ID#, and website address.

Priority: 3. Response Type: Text.

2. Brief history of business/firm including date the business/firm was established under the current name.

Priority: 3. Response Type: Text.

3. List all services provided by the business/firm.

Priority: 3. Response Type: Text.

4. Number of total employees including number of total employees in Kansas City, Missouri and number of employees in Greater Kansas City Area.

Priority: 3. Response Type: Text.

5. Type of ownership, or legal structure of business/firm.

Priority: 3. Response Type: Text.

6. Has the business/firm ever failed to complete work for which a contract was issued? If yes, explain the circumstances.

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

7. Are there any civil or criminal actions pending against the business/firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

8. Provide a brief history of the business/firm's contractual litigation, arbitration, and mediation cases for the last five (5) years that are material and relevant to this contract.

Priority: 3. Response Type: Text.

9. Has the business/firm ever been disqualified from working for the City or any other public entity? If yes, explain the circumstances.

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

7 Experience

Point Value: 10

For questions 1-5 below, describe the five (5) most relevant or comparable contracts completed by your business/firm during the past five (5) years.

Please include for all scopes of work for this RFP, to include electrical, lighting, data communications, and security products and related products, services and solutions.

For each listed contract, provide a narrative that includes:

- 1 the assigned project personnel
- 2 scope of services provided
- 3 dollar amount of the contract
- 4 contractual performance standards versus your actual performance
- 5 the contracting entity's contact person, e-mail address, cell phone number, and telephone number
- 6 summary of how your business/firm delivered services
- 7 pricing and contractual compensation terms

1. Relevant contract description #1

Priority: 3. Response Type: Text.

2. Relevant contract description #2

Priority: 3. Response Type: Text.

3. Relevant contract description #3

Priority: 3. Response Type: Text.

4. Relevant contract description #4

Priority: 3. Response Type: Text.

5. Relevant contract description #5

Priority: 3. Response Type: Text.

8 Pricing/Cost Proposal

Point Value: 25

- Each proposer must submit sample pricing in Appendix A-1 (Electrical and Lighting) and/or Appendix A-2 (Data Communications and Security). This pricing is for evaluation purposes only and should be based on the proposer's discounts off catalog price list provided in

Appendix B-1 and Appendix B-2 (see below). Proposer should **not** take into consideration any pricing incentives or rebates it is offering when providing the pricing for Appendix A. For any products where prices fluctuate frequently, proposers should provide the price as it existed on September 6th, 2017. **Note: Sample pricing provided in Appendix A is not to be construed as the proposer's complete offer nor is it a core list. It is for evaluation purposes only. Proposer's entire catalog should be included in the offering to the City and Participating Public Agencies. Download Appendix A-1 [here](#) and Appendix A-2 [here](#).**

- Each proposer should provide a fixed percentage (%) discount off PROPOSER'S CATALOG PRICE LIST, or other objectively verifiable criteria, by product category shown in Appendix B-1 (Electrical and Lighting) and/or Appendix B-2 (Data Communications and Security). For any products where prices fluctuate frequently, proposers should provide pricing based on a verifiable index. **Download Appendix B-1 [here](#) and Appendix B-2 [here](#).**
- Appendix C includes the opportunity for pricing incentives (discounts or rebates) the proposer may choose to offer. Additionally, the proposed "mark-up over cost" for services offered under this contract should be indicated here.
- Each proposer should provide the pricing for all services and solutions using a mark-up percentage over cost in Appendix C. Cost shall be substantiated by an actual invoice indicating the amount paid for services or solutions. Proposer may propose alternative methodologies for pricing services if it feels it is in the best interest of Participating Public Agencies.
- Each proposer should detail any additional pricing incentives in Appendix C that may be available to Participating Public Agencies, such as for large volume purchases, prompt payment discounts, or rebates. **Download Appendix C [here](#).**
- Prices/discounts shall be F.O.B. destination.
- It is the Proposer's responsibility to provide the City and Participating Public Agencies with up-to-date price lists for the duration of the contract.
- Copies of the relevant catalog price lists, or other objectively verifiable criteria, must be included in the Cost Proposal. Proposer should indicate the frequency with which price lists update. The frequency should not exceed once per year.

Renewal Pricing: The City realizes that the initial term pricing may differ depending on the mechanism used by the Proposer for renewal pricing. The City is interested in obtaining the best price in the initial term of the contract as well as the best price for any renewal years. In proposing renewal pricing, you may propose no increase, a decrease, a constant percentage increase, the consumer price index or an appropriate producer price index. You may offer several alternatives. Although the City will not be required or obligated to exercise all renewal options, assume the City will exercise all renewal options for offering renewal pricing.

1. Attach Appendix A-1 and/or Appendix A-2 as indicated above.

Priority: 5. Response Type: File Attachment. Comment? yes

2. Attach Appendix B-1 and/or Appendix B-2 as indicated above.

Priority: 5. Response Type: File Attachment. Comment? yes

3. Attach Appendix C as indicated above.

Priority: 5. Response Type: File Attachment. Comment? yes

4. Include any additional information here related to pricing, rebates or discounts. This could include catalog price lists or any other criteria relevant to the pricing proposal.

Priority: 5. Response Type: File Attachment. Comment? yes

9 U.S. Communities Supplier Qualifications

Point Value: 0

Commitments

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

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

(a) Corporate Commitment.

- (i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.
- (ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.
- (iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.
- (iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
- (v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.
- (vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.
- (vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.
- (viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state

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

(b) **Pricing Commitment.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

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

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

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

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

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

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

1. Have you read and do you agree to the U.S. Communities Supplier Qualifications? If you have any narrative, please place it in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

10 U.S. Communities Administration Agreement & MICPA Information

Point Value: 0

The Administrative Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract. **The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached [here](#)) and submit without exception or alteration. Failure to do so will result in disqualification.**

Additionally, each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) ([attached here](#)) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

1. Have you read and do you agree to the U.S. Communities Administration Agreement? If you have any narrative, please place it in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

2. As a reminder, the Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached above) and submit it here without exception or alteration. Failure to do so will result in disqualification. Please attach the scanned Administration Agreement below.

Priority: 5. Response Type: File Attachment. Comment? yes

3. Do you acknowledge that you have read the U.S. Communities Master Intergovernmental Cooperative Purchasing Agreement (MICPA)? If you have any narrative, please place it in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

11 U.S. Communities Supplier Worksheet for National Program Consideration

Point Value: 15

Suppliers are required to meet specific qualifications. Please respond to each qualification statement below. The [Supplier Worksheet for National Program Consideration.docx](#) is also attached for your reference.

1. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

2. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states and the ability to deliver service in Alaska and Hawaii? (If no, identify the states where you do not have the ability to provide service to Participating Public Agencies in the Comments section provided.)

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

3. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states? (If no, identify the states where you have the ability to call on Participating Public Agencies in the Comments section provided.)

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

4. Check which applies for your company sales last year in the United States:

Priority: 0. Response Type: Choose from a List. Sales ranges. Comment? yes

5. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

6. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

7. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

8. Will your company commit to the program implementation schedule provided in Section 13: New Supplier Implementation Checklist?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

9. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

10. Submitted by (Name)

Priority: 3. Response Type: Text.

11. Submitted by (Title)

Priority: 3. Response Type: Text.

12. Please provide any narrative in the Comments section provided below, if necessary.

Priority: 3. Response Type: Text.

12 U.S. Communities New Supplier Implementation Checklist

Point Value: 0



New Supplier Implementation Checklist

Target
Completion
After Award

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

1. Will you be able to comply with the U.S. Communities New Supplier Implementation Checklist above? Please state any questions or concerns you have regarding the U.S. Communities New Supplier Implementation Checklist in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

13 U.S. Communities Supplier Information

Point Value: 20

Please respond to the following requests for information about your company. Click [here](#) to see an example for Question #2

1. National Commitments - Please provide a written narrative of your understanding and acceptance of the Supplier Qualifications Commitments in Section 9.

Priority: 3. Response Type: Text.

2. Company - Provide the total number and location of sales persons employed by your company in the United States. Please upload a file (Word, Excel, PDF) with your company's sales force profile below. See example provided in the attachment above.

Priority: 3. Response Type: File Attachment. Comment? yes

3. Company - Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.

Priority: 0. Response Type: Text.

4. Company - Provide the company annual sales for 2014, 2015 and 2016 in the United States. Sales reporting should be segmented into the following categories:

Segment	2014 Sales	2015 Sales	2016 Sales
----------------	-------------------	-------------------	-------------------

Cities

Counties

K-12 (Public / Private)

Higher Education (Public / Private)

States

Other Public Sector and Non-profits

Federal

Private Sector

Total Supplier Sales

5. Company - For the proposed products and services included in the scope of your response, provide annual sales for 2014, 2015 and 2016 in the United States. Sales reporting should be segmented into the following categories:

Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Public / Private)			
Higher Education (Public / Private)			
States			
Other Public Sector and Non-profits			
Federal			
Private Sector			
Total Supplier Sales			

6. Company - Provide a list of your company's ten largest public agency customers, including contact information.

Priority: 0. Response Type: Text.

7. Distribution - Describe how your company proposes to distribute the Products and Services nationwide.

Priority: 0. Response Type: Text.

8. Distribution - Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.

Priority: 0. Response Type: Text.

9. Distribution - Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

Priority: 0. Response Type: Text.

10. Distribution - Provide the number and location of support centers (if applicable).

Priority: 0. Response Type: Text.

11. Distribution - If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or M/WBE businesses as defined by the Small Business Administration.

Priority: 0. Response Type: Text.

12. Distribution - If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or M/WBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc.

Priority: 0. Response Type: Text.

13. Distribution - If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or M/WBE business as defined by the Small Business Administration. Provide product/service name, company name and small/M/WBE designation.

Priority: 0. Response Type: Text.

14. Marketing - Outline your company's sales and marketing plan for marketing the Products and Services to eligible agencies nationwide.

Priority: 0. Response Type: Text.

15. Marketing - Explain how your company will educate its national sales force about the Master Agreement.

Priority: 0. Response Type: Text.

16. Marketing - Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?

Priority: 0. Response Type: Text.

17. National Staffing Plan - Please identify the key personnel who will lead and support the implementation period of the contract outlined in Section 13, U.S. Communities New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.

Priority: 0. Response Type: Text.

18. National Staffing Plan - Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

Role	Description of Role	Person Responsible	Time Commitment (%)
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.		
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.		
Lead Referral Manager	Responsible for distributing leads generated through the USC website.		
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.		

IT Lead Responsible for building USC landing page for supplier.

Reporting
Lead Responsible for providing monthly reports to USC.

19. National Staffing Plan - Provide an organizational chart of your company by uploading the file below.

Priority: 0. Response Type: File Attachment. Comment? yes

20. National Staffing Plan - Submit a bio by uploading the file below for the person your company proposes to serve as the National Accounts Manager.

Priority: 0. Response Type: File Attachment. Comment? yes

21. National Staffing Plan - Submit a bio by uploading the file below for each person that will be dedicated full time to U.S. Communities account management.

Priority: 0. Response Type: File Attachment. Comment? yes

22. National Staffing Plan - Submit a bio by uploading the file below for key executive personnel that will be supporting the program.

Priority: 0. Response Type: File Attachment. Comment? yes

23. Products, Services and Solutions - Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Section III of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.

Priority: 0. Response Type: Text.

24. Products, Services and Solutions - State your normal delivery time (in days) and any options for expediting delivery.

Priority: 0. Response Type: Text.

25. Products, Services and Solutions - State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?

Priority: 0. Response Type: Text.

26. Products, Services and Solutions - State restocking fees and procedures for returning products.

Priority: 0. Response Type: Text.

27. Products, Services and Solutions - Specify guaranteed fill rate by product category specified in Section III.

Priority: 0. Response Type: Text.

28. Products, Services and Solutions - Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.

Priority: 0. Response Type: Text.

29. Products, Services and Solutions - Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for Electrical, Lighting, Data Communications, and Security Products and Related Products, Services and Solutions.

Priority: 0. Response Type: Text.

30. Administration - Describe your company's normal order processing procedure from point of customer contact through delivery and billing.

Priority: 0. Response Type: Text.

31. Administration - In what formats do you accept orders (telephone, e-commerce, etc.)?

Priority: 0. Response Type: Text.

32. Administration - Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

Priority: 0. Response Type: Text.

33. Administration - State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

Priority: 0. Response Type: Text.

34. Administration - Describe your company's e-commerce capabilities. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Priority: 0. Response Type: Text.

35. Administration - Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

Priority: 0. Response Type: Text.

36. Administration - Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information, contract term (including contract options) and annual volume by year for each of the last three years.

Priority: 0. Response Type: Text.

37. Administration - Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.

Priority: 0. Response Type: Text.

38. Environmental - Provide a brief description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.

Priority: 0. Response Type: Text.

39. Environmental - Describe your company's process for defining, verifying, and labeling green/sustainable products and services in your offering. Explain how you help public agencies navigate toward the green products in your offering through website filters, keyword searches, displaying eco-logos, etc.

Priority: 0. Response Type: Text.

40. Environmental - Please indicate if you have any products in your offering that have any third-party environmental certifications, such as: (a) Consortium for Energy Efficiency (lamps); (b) Cradle to Cradle (e.g., building materials, construction adhesives, paint); (c) Design Lights Consortium (e.g., LED lighting equipment); and (d) ENERGY STAR (e.g., appliances, HVAC and lighting equipment)

Priority: 0. Response Type: Text.

41. Environmental - Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.

Priority: 0. Response Type: Text.

42. Environmental - What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Priority: 0. Response Type: Text.

43. Financial Statements - Submit your latest Dun & Bradstreet report by uploading the file below.

Priority: 0. Response Type: File Attachment. Comment? yes

44. Financial Statements - Please include an audited income statement and balance sheet from the most recent reporting period by uploading the file(s) below.

Priority: 0. Response Type: File Attachment. Comment? yes

45. Additional Information - Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency. You may upload any file(s) below by using the 'paperclip' icon.

Priority: 0. Response Type: Text.

14 U.S. Communities State Notice Addendum

Point Value: 0

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

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

Other states: State of Oregon, State of Hawaii, State of Washington

Click [here](#) for a list of all agencies and specific states included in the State Notice Addendum.

1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

15 U.S. Communities FEMA Standard Terms and Conditions Addendum for Contracts and Grants

Point Value: 0

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

In addition, Contractor agrees to the following specific provisions:

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

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

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

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

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

1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

16 U.S. Communities Community Development Block Grant Addendum

Point Value: 0

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

1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

17 U.S. Communities Uniform Administrative Requirements

Point Value: 0

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200-UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

18 References

Point Value: 10

Proposers are required to provide three (3) client references, including contact information, for similar projects that the Proposer has completed within the past five (5) years.

It is preferred that at least one (1) client references be a government sector client.

Instructions:

- 1 Download the attached [References](#) form
- 2 Distribute to designated references
- 3 Collect the responses
- 4 Attach the completed forms below

1. Attach the completed reference form here from Reference #1.

Priority: 3. Response Type: File Attachment. Comment? yes

2. Attach the completed reference form here from Reference #2.

Priority: 3. Response Type: File Attachment. Comment? yes

3. Attach the completed reference form here from Reference #3.

Priority: 3. Response Type: File Attachment. Comment? yes

19 Sustainability

Point Value: 0

The City has adopted an overall policy supporting a greater use of "green solutions" or enhanced sustainability measures that consider environmental quality, social equity and economic vitality. In order to minimize waste, enhance efficiencies, and achieve multiple benefits and project synergies, all City projects must identify opportunities for sustainability improvements and implement those improvements when financially reasonable and operationally practical.

Incorporate sustainability and efficiency into the planning, design, construction, operation and maintenance of the project. Highlight each component of the project that you feel deserves consideration in this context, and demonstrate how sustainability and efficiency are integrated into the project.

If it is not possible to comprehensively integrate significant sustainability measures, then highlight elements you feel deserve consideration in this context.

1. Include a concise summary of your company's policies, strategies, and actions that demonstrate your philosophy and commitment to sustainability.

Priority: 3. Response Type: Text.

2. Describe how your Proposal will address the established City policies referenced in this RFP specific to the project or service on which you are proposing.

Priority: 3. Response Type: Text.

20 City of Kansas City HRD Forms and Instructions

Point Value: 0

City of Kansas City, Missouri MBE/WBE/SLBE Contract Requirements

(a) City of Kansas City, Missouri MBE/WBE/SLBE Requirements. The City of Kansas City, Missouri desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of this contract. Due to the unique nature of this Solicitation, the City has not set a specific goal for MBE or WBE participation in this contract. Nevertheless, Proposers are still required to make and provide documentation of its good faith efforts to utilize City certified MBEs and WBEs in the performance of this contract in accordance with the requirements specified in the HRD Forms and Instructions or in lieu therefore, comply with (b) below.

(b) Alternative Method to Meet City's MBE/WBE/SLBE Program Requirements. In lieu of a Supplier complying with the City's MBE/WBE Program requirements set forth in (a) above, Supplier(s) may assist City Certified Minority Business Enterprises (MBEs), City Certified Woman Business Enterprises (WBEs) and City Certified Small Local Business Enterprises (SLBEs) grow, develop, and prosper in the public sector. To meet this objective, the City's Director of Human Relations requests that the Supplier(s) awarded the national U.S. Communities Contract provide the same U.S. Communities national discounted pricing received by the City to City Certified MBEs, WBEs and SLBEs when City Certified MBEs, WBEs, and SLBEs bid or submit a proposal on City of Kansas City, Missouri Construction or Maintenance Solicitations and other public sector Construction and Maintenance Solicitations.

Please see the Instructions and Conditions (Section 2) for more information regarding the City's MBE/WBE/SLBE Requirements.

Required forms (if applicable) are linked below. Click on the form name to download it. Complete and upload each form in the appropriate question below.

- [HRD 06](#) : RFQ/P Instructions
- [HRD 08](#): Contractor Utilization Plan and Request for Waiver (00450)
- [HRD 10](#): Timetable for Utilization (00460 HRD 10)
- [HRD 11](#): Request for Modification or Substitution (00470)
- [HRD 13](#): Affidavit of Intended Utilization
- [004501.01](#): Letter of Intent to Subcontract
- [01290.14](#): Contractor Affidavit for Final Payment
- [01290.15](#): Subcontractor Affidavit for Final Payment

1. Please attach (using the "paperclip" icon) the completed form: HRD Form 08 - Contractor Utilization Plan and Request for Waiver (00450), if utilizing "option a". Please state any questions or concerns you have regarding this information in the Comments section provided below.

Priority: 3. Response Type: Text.

2. Please attach (using the "paperclip" icon) the completed form: HRD Form 13 - Affidavit of Intended Utilization, if utilizing "option a". Please state any questions or concerns you have regarding this information in the Comments section provided below.

Priority: 3. Response Type: Text.

3. Please indicate here if utilizing "option b". Please state any questions or concerns you have regarding this information in the Comments section provided below.

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

4. If proposing "option b", please describe how this requirement will be met.

Priority: 3. Response Type: Text.

21 Cooperative Procurement with Other Jurisdictions Form

Point Value: 0

The Proposer agrees to provide products and/or services to any municipality, county, state, governmental, public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

1. Do you agree to the statement above?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

22 Tax Clearance for City and Local Governments

Point Value: 0

The local governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's Tax Laws to insure that taxpayer funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition precedent to City making City's first payment under the contract or any contract renewal.

The selected Contractor may obtain the City tax clearance letter from the City's Commissioner of Revenue at (816) 513-1135 or (816) 513-1089 ([website](#)) and authorize the City to obtain the Clearance letters from the Local Governments of City of Kansas City, Jackson County, Missouri; Johnson County,

Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), dated not more than ninety (90) days from the date of submission.

1. Do you acknowledge the requirement in this section?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

23 Employee Eligibility Verification Affidavit

Point Value: 0

Please download the attached [Employee Eligibility Verification Affidavit](#). Please sign, notarize, and scan the final form below, including the first and last page of the E-Verify MOU.

1. Please attach the signed and notarized Employee Eligibility Verification Affidavit here.

Priority: 3. Response Type: File Attachment. Comment? yes

24 Addendum 1

Point Value: 0

This addendum addresses changes made to the following:

Section 20 - City of Kansas City HRD Forms and Instructions

- 1 Section 20 has been modified to reflect the City's MBE/WBE/SLBE contract requirements as related to this RFP.
- 2 Questions #1 and #2 have been modified to reflect both are applicable if electing to propose MBE/WBE participation (Option "a").
- 3 Questions #3 and #4 have been added for those electing to use the City's alternative method for MBE/WBE/SLBE participation (Option "b").

1. Do you acknowledge that you have read and understand the Addendum as stated?

Priority: 0. Response Type: Choose from a List. True/False. Comment? yes

25 Addendum 2

Point Value: 0

This addendum answers the following submitted question:

Q: In regards to "City of Kansas City HRD Forms and Instructions City of Kansas City, Missouri MBE/WBE/SLBE Contract Requirements": Do we have to answer all 4 questions, or can we answer questions 3 and 4. We are MBE company based out of New York and we intend to use MWBE companies for projects under this contract. It will be hard to find applicable MWBE companies in such short time.

A: Suppliers must attach the two required HRD documents in questions 1 and 2. In these documents, suppliers determine which Kansas City approved/certified MBE/WBE subcontractors they will be utilizing in their RFP submission. You can reach out to HRD to discuss the forms and subcontractors in more detail at 816-513-1836.

1. Do you acknowledge that you have read and understand the Addendum as stated?

Priority: 0. Response Type: Choose from a List. True/False. Comment? yes

26 Addendum 3

Point Value: 0

This addendum addresses the following questions:

Q1. What should we put under MBE and WBE Goal percentage? Also, please provide "Subcontract Amount" while filling out HRD 08 and HRD 13 forms.

A1. The City has not set specific goals for MBE/WBE participation for this contract. If selecting this option ("option a"), Proposers are required to make and provide documentation of its good faith efforts to utilize City certified MBEs and WBEs in the performance of this contract in accordance with the requirements specified in the HRD Forms and Instructions provided in the RFP. Participation levels must be part of the proposal if not electing to include participation through "option b".

The subcontract amount will be determined by the percentage of participation proposed. The City of Kansas City paid \$141,000 to the incumbent during the past twelve months; however, this contract has no guaranteed usage. The contract will be available for City departments to use on an 'as needed' basis. The annual average usage over the last five years has been approximately \$400,000.

Q2. Under "Appendix_A2" Excel file, in reference to column "Annual Usage" value is referencing to projected yearly sales? Please clarify.

A2. The quantity provided in the "Annual Usage" column is the amount purchased by all participating agencies in the U.S. Communities program during the previous contract year.

Q3. Which file needs to be attached in question 12, Section 11?

A3. No file is required for this question. Comments may be entered in the field provided, or a file can be uploaded by using the 'paperclip icon'.

1. Do you acknowledge that you have read and understand the Addendum as stated?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

STANDARD CITY CONTRACT

MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV2370

TITLE/DESCRIPTION: Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and _____ ("CONTRACTOR").

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated _____ that is attached hereto and incorporated into this Contract;
- (c) CITY's RFP No. EV2370 that is incorporated into this Contract by reference;
- (d) any CITY issued Purchase Order;
- (e) any CITY and CONTRACTOR executed Work Order that is incorporated into a CITY issued Purchase Order;
- (d) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) Initial Term. The initial term of this Contract shall begin on _____, ____ and shall end on _____, _____. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to four (4) additional one (1) year terms.

- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Purchase Orders and Work Orders.

- (a) **Purchase Order.** CITY shall order all Electrical, Lighting, Data Communications, and Security Products and Related Products, Services and Solutions, (hereinafter “the Products” or “Products and Services” or “Services” depending on the context of the terms used) by means of a Purchase Order issued by the CITY’s Manager of Procurement Services for which sufficient funds have been certified and encumbered by the City’s Director of Finance. CONTRACTOR shall not provide any “Products” or “Products and Services” or “Services” in excess of the dollar amount contained in any Purchase Order even if there is an executed Work Order between the CITY and CONTRACTOR. CONTRACTOR shall not be entitled to any payment from CITY in excess of the dollar amount of the Purchase Orders from CITY even if such amount is authorized in a Work Order executed by CITY and CONTRACTOR. All Purchase Orders shall automatically incorporate the Contract and all Contract requirements even if the Contract is not referenced.
- (b) **Products.** CONTRACTOR shall timely provide all Products ordered by the CITY at the Prices set forth in the Contract. .
- (c) **Services or Work Orders for both Products and Services.**
 - (1) The CITY may request CONTRACTOR to provide Services or both Products and Services. Prior to CONTRACTOR submitting a written detailed Proposal for Services or for both Products and Services to a requesting CITY Department, the CONTRACTOR must obtain written authorization from the CITY’s Manager of Procurement Services to submit a Proposal to the CITY Department. CONTRACTOR shall not perform any Services or provide both Services and Products unless the Manager of Procurement Services authorizes CONTRACTOR to provide Services or both Products and Services and all other contractual requirements are met including the Pricing for all Products, Products and Services and Services
 - (2) Prior to the Manager of Procurement Services authorizing CONTRACTOR to provide Services or both Products and Services to a CITY Department, the Manager of Procurement Services shall:
 - a. Obtain MBE/WBE goals from the CITY’s Director of Human Relations if the estimated cost of the Services or Products and Services exceeds the dollar thresholds for MBE/WBE goals and Workforce Goals for MBE/WBE goals;
 - b. Have the CITY’s Director of Human Relations determine whether the needed Services are subject to Prevailing Wage requirements and Payment Bond and Performance and Maintenance Bond requirements;
 - c. Any other Legal requirements including compliance with the CITY’s SLBE requirements if the CITY’s MBE/WBE program requirements are not applicable due to not meeting the dollar thresholds.
 - (3) If the Manager of Procurement Services authorizes CONTRACTOR to submit a Proposal for Services or for both Products and Services, CONTRACTOR shall submit a detailed Proposal that includes the Scope of Services, the Proposed Schedule, the Price and if applicable, comply with MBE/WBE goals, Prevailing Wage requirements, and

Payment Bond and Performanc Bond requirements, or SLBE requirements. If the CITY and CONTRACTOR agree to CONTRACTOR's Proposal, the CITY will issue a Purchase Order and Work Order that is executed by the CITY and CONTRACTOR. All Work Orders and Purchase Orders signed by the CITY and CONTRACTOR shall automatically incorporate this Contract (even if the Work Order does not specifically incorporate this Contract).

- (d) CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: monthly, one time; other (**select when the Contractor will bill the City and delete all others**).

Sec. 4. Effective Date of Contract.

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

Sec. 5. Invoices.

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.
- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.
- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a

copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.

Sec. 6. Representations and Warranties of CONTRACTOR. CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

Sec. 11. Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

- (a) For purposes of this Section:
 - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
 - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- (b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.
- (c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any

additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceed \$160,000.01 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 16. Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY: City of Kansas City, Missouri
Procurement Services Division
414 East 12th Street, 1st Floor, Room 102 W
Kansas City, Missouri 64106
Attention: Cedric Rowan, C.P.M., Manager
Telephone: (816) 513-1592
Facsimile: (816) 513-1156

With copies to: Cecilia Abbott, Esq.
City Attorney
Law Department of Kansas City, Missouri
414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106
Telephone: (816) 513-3127

If to the CONTRACTOR: (INSERT Name and Complete Address)

Sec. 18. General Indemnification.

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 19. Indemnification for Professional Negligence. If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

Sec. 20. Insurance.

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
 2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
 4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting

within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.

- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 21. Interpretation of the Contract.

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arms length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the CITY and its taxpayers even if it will cost the CONTRACTOR more money and time. The decision of CITY's Manager of Procurement shall be final and conclusive if the Manager of Procurement Services acted in good faith.
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY

written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.

- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 22. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 23. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract.

Sec. 24. Assignability and Subcontracting.

- (a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- (b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 25. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

Sec. 26. Minority and Women’s Business Enterprises.

- (a) CITY is committed to ensuring that minority and women’s business enterprises (M/WBE) participate to the maximum extent possible in the performance of CITY contracts. CONTRACTOR agrees to comply with all requirements of City’s Minority and Women’s Business Enterprise Program as enacted in CITY’S Code Chapter 3 Sections 3-421 through 3-469 and as hereinafter amended. If CITY requests CONTRACTOR to perform Services with MBE/WBE goals, CONTRACTOR shall make its good faith efforts to meet the MBE/WBE goals. CONTRACTOR shall meet the goals set forth in its Contractor Utilization Plan. .

- (b) If CONTRACTOR fails to achieve the M/WBE goals stated in its Contractor Utilization Plan, as amended, the CITY will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this Contractor Utilization Plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the CONTRACTOR’S payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City’s Human Relations Division, unless the Director determines that the CONTRACTOR acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the CONTRACTOR, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 27. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR’s enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORs enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

Sec. 28. Emergencies.

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR’s facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.

- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.
- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 29. Time of Delivery. Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

Sec. 30. F.O.B. Destination. All deliveries of Products shall be F.O.B. Destination and all freight charges are included in the Purchase Price charged by CONTRACTOR to the CITY.

Sec. 31. Quality. All Products shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

Sec. 32. Brand Name or Equal. Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions". The CITY may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the CONTRACTOR'S expense all items that are not acceptable as equals, said items to be replaced by the CONTRACTOR with satisfactory items at the original submitted price.

Sec. 33. Commercial Warranty. The CONTRACTOR agrees that the Products and Services furnished under this Contract shall be covered by the most favorable commercial warranties the CONTRACTOR

gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this contract.

Sec. 34. Sellers Invoice. Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

Sec. 35. Inspection and Acceptance. Inspection and acceptance will be at destination unless specified otherwise, and will be made by the CITY department shown in the shipping address or other duly authorized representative of the CITY. Until delivery and acceptance, and after any rejection, risk of loss will be on the CONTRACTOR unless loss results from negligence of the CITY. CONTRACTOR will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

Sec. 36. Loss and Damaged Shipments. Risk of loss or damage to items prior to the time of their receipt and acceptance by the CITY is upon the CONTRACTOR. The CITY has no obligation to accept damaged shipments and reserves the right to return at CONTRACTOR's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

Sec. 37. Late Shipments. CONTRACTOR is responsible to notify the CITY department receiving the items and the Senior Buyer of any late or delayed shipments. The CITY reserves the right to cancel all or any part of an order if the shipment is not made as promised.

Sec. 38. Tax Exemption - Federal and State.

- A. The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- B. The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 39. Annual Appropriation of Funds.

- A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the

Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Sec. 40. Performance and Maintenance Bond and Payment Bond.

- (a) If a Work Order is estimated to exceed \$50,000.00 and is for the erection, construction, alteration, repair or improvement of any building, road, street, public utility or other public facility owned by the public entity as defined by Section 107.170, RSMo, CONTRACTOR shall obtain a performance and maintenance bond and payment bond as required by this Section. The City approved performance and maintenance bond and payment bond are incorporated in this Contract by reference and Contractor shall require its Surety to issue the performance and maintenance bonds and payment bonds on City approved forms.
- (b) All Bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of such agent's authority to act must accompany all Bonds signed by an agent. If the surety on any Bond furnished by Seller is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of the preceding sentence, Seller shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.
- (c) The performance and maintenance bond and payment bond shall remain in effect at least one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.
- (d) All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety that is duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds. All surety companies shall hold an A.M. Best rating of B+, V, or better.
- (e) If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 B, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

Sec. 41. Prevailing Wage.

- A. Prevailing Wage. If a Work Order includes work that requires payment of prevailing wage as set forth in Sections 290.210 to 290.340, RSMo (the "Law"), CONTRACTOR shall pay workers prevailing wage in accordance with this Section and the Law. Under the Law, work that meets the definition of "construction" "includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair." "Maintenance work" that is not

subject to the Law is defined as “the repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased.”

1. Contractor shall comply and require its Subcontractors to comply with;
 - a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the “Law”); and
 - b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the “Rules”); and
 - c. the Annual Wage Order (Wage Order) issued by the State of Missouri’s Department of Labor and Industrial Relations; and
 - d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.
2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the “Prevailing Wage Requirements.” In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.
3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City’s Form 00490 entitled “Pre-contract Certification” that sets forth the Subcontractor’s prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.
5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City’s forms. Contractor shall:
 - a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City’s “Daily Labor Force Report” Form indicating the worker’s name, occupational title or classification group and skill and the workers’ hours. City shall furnish blank copies of the Daily Labor Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and
 - b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker’s name, address,

social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and

- c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.

The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."

6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.
7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.
8. If the Contract Price exceeds \$250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.
9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.

10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.
 11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.
 12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.
- B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.
1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars (\$100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed whether or not the Contract Times have expired.
 2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.
- C. Excessive Unemployment.
1. "Resident Laborers" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.
 2. "Nonrestrictive States" means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting

Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>.

3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.
4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

Sec. 42. Workforce. If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this Contract.

Contractor shall comply with City's Workforce Program Reporting System requirements. Contractor shall use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

CONTRACTOR

I hereby certify that I have the authority to execute
this document on behalf of CONTRACTOR.

Contractor: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: _____

Title: _____

Date: _____

Appendix A-1 - Market Basket Pricing for Electrical Items for RFP EV2370

Proposer Name: _____

Authorized Signature: _____

INSTRUCTIONS

- 1) Provide a price quote for each item listed below based on your discounts offered in Exhibit B (Discount by Category). **This is not a core list.**
- 2) Manufacturer discounts listed here must be the same discounts listed in Appendix B - NO EXCEPTIONS.
- 3) Along with the pricing information, state the manufacturer offered, model number, price list and number used, and the price list page on which the item can be found.
- 4) Bidders must offer prices from a current published manufacturer's price list or catalog price list.
- 5) Any items that are "NO BID" will result in a pro-rated point deduction in the cost evaluation. Bidders should bid on as many items as possible.

ITEM	MFG NAME	DESCRIPTION	UOM	MANUFACTURER NUMBER	SUPPLIER #	ANNUAL USAGE	UNIT OF MEASURE	Manufacturer & Model # Offered	Price List Title & Date/No.	Price List Page	List Price (EA)	Off Price List Offered	Net Price after Discount
1	3M CO. - ELECTRICAL MARKETS DIV.	VINYL TAPE 3/4 X 66, INSULATING MATERIAL, FIRE-STOP, TAPE & HEAT SHRINK	EA	33+SUPER-3/4X66FT	88175944	30474							
2	3M CO. - ELECTRICAL MARKETS DIV.	VINYL ELECTRICAL TAPE 3/4 X 66, INSULATING MATERIAL, FIRE-STOP, TAPE & HEAT SHRINK	EA	88-SUPER-3/4X66FT	88176224	6341							
3	3M CO. - ELECTRICAL MARKETS DIV.	VINYL ELECTRICAL TAPE 1 1/2 X 44, INSULATING MATERIAL, FIRE-STOP, TAPE & HEAT SHRINK	EA	88-SUPER-1-1/2X44FT	88176220	3644							
4	3M CO. - ELECTRICAL MARKETS DIV.	FIRE AND ARC PROOFING TAPE 3 X 20, INSULATING MATERIAL, FIRE-STOP, TAPE & HEAT SHRINK	EA	77-3INX20FT	88176172	1210							
5	3M CO. - ELECTRICAL MARKETS DIV.	MOLDABLE PUTTY STICKS 1.4 X 11, IND ADHESIVES	EA	MP+1.4X11	22047187	882							
6	3M CO. - ELECTRICAL MARKETS DIV.	ELECTRICAL COATING FD 15OZ, IND ADHESIVES	EA	SCOTCHKOTE FD	25438657	814							
7	3M CO. - ELECTRICAL MARKETS DIV.	DETECTOR LOOP SEALANT PLY PACK 1 LITER, SEALING COMPOUND/BARRIER/CHICO	EA	DLS5000	25019729	712							
8	3M CO. - ELECTRICAL MARKETS DIV.	4 FIRE BARRIER PUTTY SLEEVE KIT, INSULATING MATERIAL, FIRE-STOP, TAPE & HEAT SHRINK	EA	DT400	25274427	436							
9	3M CO. - ELECTRICAL MARKETS DIV.	2 FIRE BARRIER PUTTY SLEEVE KIT, INSULATING MATERIAL, FIRE-STOP, TAPE & HEAT SHRINK	EA	DT200	25274426	406							
10	AUTOMATIC TIMING & CONTROLS	PHASE MONITOR, ES TEST EQUIPMENT	EA	SLA-230-ASA	99564003	450							
11	AUTOMATIC TIMING & CONTROLS	PHASE MONITOR, ES TEST EQUIPMENT	EA	SLA-230-ALA	99564006	272							
12	BRADY WORLDWIDE INCORPORATED	PHOTOLUM EXIT SIGN WALL MOUNTED RED, IDENTIFICATION PRODUCTS, LABELERS & LABELING	EA	90885B	22052492	300							
13	BURNDY LLC	CU-HYLUG-1250MCM-CENTER, COMPRESSION CONNECTORS AND BUTT SPLICES	EA	YAC454N	25645452	2000							
14	BURNDY LLC	MECHNCL MULTI PORT CONNECTOR 600V 3 PORT, MECHANICAL CONNECTORS AND BUTT SPLICES	EA	BIBS43	99508585	1430							
15	COOPER B-LINE SYSTEMS	SH CHNL 1 5/8 X 1 5/8-9/16 X 1 1/8 10FT, CHANNEL-METALLIC	EA	B22SH-120GLV	88035486	16130							
16	COOPER B-LINE SYSTEMS	CHNL 1 5/8X1 5/8 9/16X7/8 SH 12GA 120IN, CHANNEL-METALLIC	EA	B22SH-120AL	88035485	10730							
17	COOPER B-LINE SYSTEMS	2IN CABLE HOOK TO ROD FASTENER, 50/PK, FASTENING DEVICES, & VELCRO	PK	BCH32-W2	97280897	4465							
18	COOPER B-LINE SYSTEMS	1 5/8X1 5/8 FBRGLS CHNL BTB 120IN, FIBERGLASS CHANNEL AND FITTINGS	EA	BFP22A-120	92140978	2000							
19	COOPER B-LINE SYSTEMS	CHNL 1 5/8X1 5/8 9/16X7/8 SH 12GA 120IN, CHANNEL-METALLIC	EA	B22SH-120SS4	90073820	1580							
20	COOPER B-LINE SYSTEMS	BOX MOUNTING CLIP FOR USE W/BA50 SERIES, 10/PK, FASTENING DEVICES, & VELCRO	PK	BA50A	25134801	2505							
21	COOPER B-LINE SYSTEMS	DURABLOK ROOFTOP CHNL SUPPORT 5X6X9.6, OTHER CHANNEL FITTINGS	EA	DB10	25189300	766							
22	COOPER BUSSMANN INC	BUSS MIDGET FUSE, LOW VOLTAGE, SUPPLEMENTARY FUSES	EA	FNM-10	88050549	10638							

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23	COOPER BUSSMANN INC	LIMITRON FAST ACTING FUSE, LOW VOLTAGE, SUPPLEMENTARY FUSES	EA	KTK-10	88052097	10328							
24	COOPER BUSSMANN INC	BUSS FUSEHOLDER, FUSE HOLDERS AND BLOCKS	EA	HEB-AA	88051296	6505							
25	COOPER BUSSMANN INC	LIMITRON FAST ACTING FUSE, LOW VOLTAGE, SUPPLEMENTARY FUSES	EA	KTK-5	88052113	4315							
26	COOPER BUSSMANN INC	BUSS FUSEHOLDER WATERPROOF, FUSE HOLDERS AND BLOCKS	EA	BK/HEB-AA	95029398	3337							
27	COOPER BUSSMANN INC	CLASS CC FAST ACTING FUSE CLASS CC, LOW VOLTAGE, BRANCH CIRCUIT RATED FUSES	EA	KTK-R-5	88052139	2277							
28	COOPER BUSSMANN INC	BUSS MIDGET FUSE, LOW VOLTAGE, SUPPLEMENTARY FUSES	EA	FNQ-10	88050587	1725							
29	COOPER BUSSMANN INC	BUSS FUSEHOLDER, FUSE HOLDERS AND BLOCKS	EA	HEX-AA	88051338	1043							
30	COOPER BUSSMANN INC	BUSS FUSEHOLDER, FUSE HOLDERS AND BLOCKS	EA	HEB-AW-RYC	88051309	620							
31	COOPER BUSSMANN INC	BUSS FUSEHOLDER, FUSE HOLDERS AND BLOCKS	EA	HEB-AW-RLC-A	88051304	440							
32	COOPER CROUSE-HINDS DIVISION	4 SQ OUTLET BOX 2 1/8 DP1/2 AND 3/4 KO, 4 SQ BOXES, RINGS, AND COVERS	EA	TP403	99477183	12866							
33	CRC INDUSTRIES, INC.	SILICONE SEALANT RED 10.3OZ CART., IND ADHESIVES	EA	14075	99486620	2208							
34	ERICO INTERNATIONAL CORPORATION	ANGLEBRACKETASSEMBLY BC200BLKJ-HOOK, FASTENING DEVICES, & VELCRO	EA	CATHPBC200B	25180511	22001							
35	ERICO INTERNATIONAL CORPORATION	CLIPCABLECATHP2 INCH, FASTENING DEVICES, & VELCRO	EA	CAT32HP	25180527	27921							
36	ERICO INTERNATIONAL CORPORATION	2IN JHOOK TO 4Z34 TO WIRE-ROD-FLANGE, FASTENING DEVICES, & VELCRO	EA	CAT32HP4Z34	25439481	5839							
37	ERICO INTERNATIONAL CORPORATION	CLIPCABLECATHP3 INCH, FASTENING DEVICES, & VELCRO	EA	CAT48HP	25180528	14336							
38	ERICO INTERNATIONAL CORPORATION	CLIPCABLECATHP4 INCH, FASTENING DEVICES, & VELCRO	EA	CAT64HP	25180529	3982							
39	ERICO INTERNATIONAL CORPORATION	HANGERBARELECTRICAL BOX24 SPAN, FASTENING DEVICES, & VELCRO	EA	512	88091777	2053							
40	FLUKE ELECTRONICS CORP.	ACV DETECTOR 90-1000V, TEST AND MEASUREMENT	EA	FLUKE-1AC-A1-II	96051655	593							
41	FLUKE ELECTRONICS CORP.	ELECTRICIANS TRUE RMS MULTIMETER, TEST AND MEASUREMENT	EA	FLUKE-117	25079181	199							
42	GENERAL ELECTRIC LIGHTING	T8 32W SPP 4100K ECO, FLUORESCENT LAMPS	EA	F32T8/SPP41/ECO	25437757	565353							
43	GENERAL ELECTRIC LIGHTING	72866 LINEAR FLUORESCENT, FLUORESCENT LAMPS	EA	F28T8/XLSPX41ECO	25184924	157365							
44	GENERAL ELECTRIC LIGHTING	T8 32W SPP 3500K ECO, FLUORESCENT LAMPS	EA	F32T8/SPP35/ECO	25437756	99943							
45	GENERAL ELECTRIC LIGHTING	T8 32W SPP 5000K ECO, FLUORESCENT LAMPS	EA	F32T8/SPP50/ECO	25437758	56679							
46	GENERAL ELECTRIC LIGHTING	4FT 25W F32T8, FLUORESCENT LAMPS	EA	F32T8/25WSPX41EC	25137939	41369							
47	GENERAL ELECTRIC LIGHTING	LFL ULTRAMAX ELEC HIGH EFF MV IS BLLST, FLUORESCENT T8 ELECTRONIC BALLAST	EA	GE232MAXP-N-ULTRA	25187725	40331							
48	GENERAL ELECTRIC LIGHTING	T8 32W SPX41 ECOLUX, FLUORESCENT LAMPS	EA	F32T8/SPX41/ECO2	25448605	38004							
49	GENERAL ELECTRIC LIGHTING	LINEAR FLUORESCENT ECO LAMP, FLUORESCENT LAMPS	EA	F34/CW/C/WM/ECO	25442493	33287							
50	GENERAL ELECTRIC LIGHTING	T12 34W CX 4100K WM ECO, FLUORESCENT LAMPS	EA	F34/CX41/WM/ECO	25438080	31769							
51	GENERAL ELECTRIC LIGHTING	FLUORESCENT LAMP, FLUORESCENT LAMPS	EA	F17T8/SP41/ECO	99564429	24231							
52	GENERAL ELECTRIC LIGHTING	LINEAR FLUORESCENT T8 25W 3500K, FLUORESCENT LAMPS	EA	F32T825XLSPX35ECO	25605517	20910							
53	GENERAL ELECTRIC LIGHTING	72864 LINEAR FLUORESCENT, FLUORESCENT LAMPS	EA	F28T8/XLSPX35ECO	25188218	20209							
54	GENERAL ELECTRIC LIGHTING	LFL ULTRAMAX ELEC HIGH EFF MV BALLAST, FLUORESCENT T8 ELECTRONIC BALLAST	EA	GE432MAXP-N-ULTRA	25261206	20052							
55	GENERAL ELECTRIC LIGHTING	66472 LINEAR FLUORESCENT, FLUORESCENT LAMPS	EA	F28T8/XLSPX41ECO	25420080	18401							
56	GENERAL ELECTRIC LIGHTING	LINEAR FLUORESCENT T8 28W 4100K, FLUORESCENT LAMPS	EA	F28T8SXLSPX41ECO	25605518	15739							
57	GENERAL ELECTRIC LIGHTING	COMPACT FLUORESCENT ECO LAMP, COMPACT FLUORESCENT LAMPS	EA	F26DBX/841/ECO4P	25079093	15304							
58	GENERAL ELECTRIC LIGHTING	FLOUR ECOLUX XL LAMP, FLUORESCENT LAMPS	EA	F32T8XLSPX41HLEC	22058641	15077							

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59	GENERAL ELECTRIC LIGHTING	LFL MV PROLINE ELEC INSTANT START BLLST, FLUORESCENT T8 ELECTRONIC BALLAST	EA	GE232MAX-G-N	25187728	14652							
60	GENERAL ELECTRIC LIGHTING	LED T8 4000K 22-23KL DIM INTEG DRVR DLC, LED LAMPS AND SYSTEMS	EA	LED18ET8/4/840	25688449	12955							
61	GENERAL ELECTRIC LIGHTING	FLUORESCENT LAMP, FLUORESCENT LAMPS	EA	F17T8/SP35/ECO	99564428	12445							
62	GENERAL ELECTRIC LIGHTING	LINEAR FLUOR T8 32W 4100K PROLINE ECO, FLUORESCENT LAMPS	EA	F32T8/841/PRO/EC	25438096	12281							
63	GENERAL ELECTRIC LIGHTING	COMPACT FLUORESCENT ECO LAMP, COMPACT FLUORESCENT LAMPS	EA	F26DBX/835/ECO4P	25079092	11947							
64	GENERAL ELECTRIC LIGHTING	CFL TRIPLE BIAX PLUG-IN T4, COMPACT FLUORESCENT LAMPS	EA	F32TBX/841/A/ECO	25082721	11407							
65	GENERAL ELECTRIC LIGHTING	T8 32W SPX50 ECOLUX, FLUORESCENT LAMPS	EA	F32T8/SPX50/ECO2	25448606	11400							
66	GENERAL ELECTRIC LIGHTING	LAMP FLUOR T5 HO ECO 4100K 54W, FLUORESCENT LAMPS	EA	F54W/T5/841/ECO	25012089	11116							
67	GENERAL ELECTRIC LIGHTING	T8 U6 4100K ECO LAMP, FLUORESCENT LAMPS	EA	F32T8SP41/U6/ECO	22118501	10169							
68	GENERAL ELECTRIC LIGHTING	LFL ULTRAMAX ELEC HIGH EFF MV BALLAST, FLUORESCENT T8 ELECTRONIC BALLAST	EA	GE332MAXP-N-ULTRA	25261361	10048							
69	GENERAL ELECTRIC LIGHTING	CFL TRIPLE BIAX PLUG-IN T4, COMPACT FLUORESCENT LAMPS	EA	F42TBX/841/A/ECO	25082725	9890							
70	GENERAL ELECTRIC LIGHTING	MULTI-VAPOR E28 CLR LMP, HIGH INTENSITY DISCHARGE LAMPS	EA	MVR250/U	88112492	9295							
71	GENERAL ELECTRIC LIGHTING	LFL MV PROLINE ELEC INSTANT START BLLST, FLUORESCENT T8 ELECTRONIC BALLAST	EA	GE432MAX-G-N	25247899	9237							
72	GENERAL ELECTRIC LIGHTING	T8 32W SPX35 ECOLUX, FLUORESCENT LAMPS	EA	F32T8/SPX35/ECO2	25448604	9176							
73	GENERAL ELECTRIC LIGHTING	MULTI-VAPOR E28 CLR LMP, HIGH INTENSITY DISCHARGE LAMPS	EA	MVR175/U	88112491	9086							
74	GENERAL ELECTRIC LIGHTING	CFL TRIPLE BIAX PLUG-IN T4, COMPACT FLUORESCENT LAMPS	EA	F32TBX/835/A/ECO	25082720	8844							
75	GENERAL ELECTRIC LIGHTING	LED BRIGHT STIK 10W 2850K 3PK, LED LAMPS AND SYSTEMS	EA	LED10LS3/828	25704467	8731							
76	GENERAL ELECTRIC LIGHTING	LFL ULTRASTRT ELEC PROG/RAPD START BLLST, FLUORESCENT T8 ELECTRONIC BALLAST	EA	GE232-MVPS-N	25111407	8603							
77	GENERAL ELECTRIC LIGHTING	BIAX LAMP, COMPACT FLUORESCENT LAMPS	EA	F40/30BX/SPX35	88311228	8601							
78	GENERAL ELECTRIC LIGHTING	LAMP FLUOR T5 ECO 4100K 28W, FLUORESCENT LAMPS	EA	F28W/T5/841/ECO	25011864	8501							
79	GENERAL ELECTRIC LIGHTING	T8 32W LONG LIFE SPX41 ECOLUX, FLUORESCENT LAMPS	EA	F32T8/XL/SPX41E2	25448609	7932							
80	GENERAL ELECTRIC LIGHTING	LAMP FLUOR T5 HO ECO 5000K 54W, FLUORESCENT LAMPS	EA	F54W/T5/850/ECO	25012094	7751							
81	GENERAL ELECTRIC LIGHTING	CFL LOW WATT BIAX PLUG-IN T4, COMPACT FLUORESCENT LAMPS	EA	F13BX/841/ECO	25082745	7610							
82	GENERAL ELECTRIC LIGHTING	BIAX LAMP, COMPACT FLUORESCENT LAMPS	EA	F40/30BX/SPX41	88312603	7581							
83	GENERAL ELECTRIC LIGHTING	68922 LINEAR FLUORESCENT, FLUORESCENT LAMPS	EA	F32T8/SPX41/U6/2	25456287	7344							
84	GENERAL ELECTRIC LIGHTING	FLUORESCENT LAMP, FLUORESCENT LAMPS	EA	F25T8/SP41/ECO	99564433	7314							
85	GENERAL ELECTRIC LIGHTING	MULTI-VAPOR LAMP, HIGH INTENSITY DISCHARGE LAMPS	EA	MVR175/U/MED	91007376	7190							
86	GENERAL ELECTRIC LIGHTING	LED GLASS TUBE 4FT 15W 3500K, LED LAMPS AND SYSTEMS	EA	LED15ET8/G/4/835	25807385	7100							
87	GENERAL ELECTRIC LIGHTING	72119 FLUORESCENT, FLUORESCENT LAMPS	EA	F31T8SPX41/U/ECO	25175690	6575							
88	GENERAL ELECTRIC LIGHTING	CFL TRIPLE BIAX PLUG-IN T4, COMPACT FLUORESCENT LAMPS	EA	F42TBX/835/A/ECO	25082724	6457							
89	GENERAL ELECTRIC LIGHTING	400W HPS LUCALOX ECO LAMP, HIGH INTENSITY DISCHARGE LAMPS	EA	LU400/H/ECO	25061638	6151							
90	GENERAL ELECTRIC LIGHTING	4FT 25W F32T8, FLUORESCENT LAMPS	EA	F32T8/25WSPX35EC	25137936	6132							
91	GENERAL ELECTRIC LIGHTING	LAMP FLUOR T5 ECO 3500K 28W, FLUORESCENT LAMPS	EA	F28W/T5/835/ECO	25011863	6048							
92	GENERAL ELECTRIC LIGHTING	MULTI-VAPOR E37 LAMP, HIGH INTENSITY DISCHARGE LAMPS	EA	MVR400/U	88112493	5821							

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93	GENERAL ELECTRIC LIGHTING	HPS LUCALOX 250W LOW MERC, HIGH INTENSITY DISCHARGE LAMPS	EA	LU250/H/ECO	25079090	5773							
94	GENERAL ELECTRIC LIGHTING	T8 8FT LONG LIFE SPP41, FLUORESCENT LAMPS	EA	F96T8/XL/SPP41	25448617	5557							
95	GENERAL ELECTRIC LIGHTING	T8 32W LONG LIFE SPX35 ECOLUX, FLUORESCENT LAMPS	EA	F32T8/XL/SPX35E2	25448608	5544							
96	GENERAL ELECTRIC LIGHTING	T8 32W SPP 6500K ECO, FLUORESCENT LAMPS	EA	F32T8/SPP65/ECO	25437759	5527							
97	GENERAL ELECTRIC LIGHTING	LINEAR FLUORESCENT T5 WATTMISER, FLUORESCENT LAMPS	EA	F28T5/835/WM/ECO	25170304	5489							
98	GENERAL ELECTRIC LIGHTING	HPS LUCALOX 100W LOW MERC, HIGH INTENSITY DISCHARGE LAMPS	EA	LU100/H/ECO	25079087	5301							
99	GENERAL ELECTRIC LIGHTING	14W CFL SPIRAL T3 LAMP, COMPACT FLUORESCENT LAMPS	EA	FLE14HT3/2/841	25640399	5278							
100	GENERAL ELECTRIC LIGHTING	12 WATT LED GLASS TUBE, LED LAMPS AND SYSTEMS	EA	LED12ET8/G/4/840	25835370	5246							
101	GENERAL ELECTRIC LIGHTING	LED GLASS TUBE 4FT 15W 4000K, LED LAMPS AND SYSTEMS	EA	LED15ET8/G/4/840	25793940	5179							
102	GENERAL ELECTRIC LIGHTING	CFL 14W T3 SPIRAL SELF-BALLASTED, COMPACT FLUORESCENT LAMPS	EA	FLE14HT3/2/827	25638633	5166							
103	GENERAL ELECTRIC LIGHTING	CFL 23W T3 SPIRAL SELF-BALLASTED, COMPACT FLUORESCENT LAMPS	EA	FLE23HT3/2/841	25640946	5111							
104	GENERAL ELECTRIC LIGHTING	LAMP FLUOR T5 HO ECO 3500K 54W, FLUORESCENT LAMPS	EA	F54W/T5/835/ECO	25012085	5084							
105	GENERAL ELECTRIC LIGHTING	CFL DOUBLE BIAX PLUG-IN T4, COMPACT FLUORESCENT LAMPS	EA	F18DBX/841/ECO4P	25082707	5057							
106	GENERAL ELECTRIC LIGHTING	LED 11W A19 WHT 60W REPL GE 11328, LED LAMPS AND SYSTEMS	EA	LED11DA19/827	25652551	4863							
107	GENERAL ELECTRIC LIGHTING	COMPACT FLUORESCENT LAMP, COMPACT FLUORESCENT LAMPS	EA	FLE20HT3/2/827	22066799	4811							
108	GENERAL ELECTRIC LIGHTING	LINEAR FLUORESCENT T5 WATTMISER, FLUORESCENT LAMPS	EA	F54T5/841/WM/ECO	25170310	4801							
109	GENERAL ELECTRIC LIGHTING	LINEAR FLUOR T12 60W 4100K, FLUORESCENT LAMPS	EA	F96T12XL/HL41/WM	25438089	4790							
110	GENERAL ELECTRIC LIGHTING	MH LAMP, HIGH INTENSITY DISCHARGE LAMPS	EA	MVR100/U/MED	94056835	4778							
111	GENERAL ELECTRIC LIGHTING	LINEAR FLUORESCENT T5 WATTMISER, FLUORESCENT LAMPS	EA	F54T5/850/WM/ECO	25170311	4654							
112	GENERAL ELECTRIC LIGHTING	MH LAMP, HIGH INTENSITY DISCHARGE LAMPS	EA	MVR400/U/ED28	91025570	4514							
113	GENERAL ELECTRIC LIGHTING	CFL DOUBLE BIAX PLUG-IN T4, COMPACT FLUORESCENT LAMPS	EA	F26DBX/841/ECO	25082700	4497							
114	GENERAL ELECTRIC LIGHTING	LINEAR FLUOR U-LAMP T12 35W 4100K, FLUORESCENT LAMPS	EA	F35/CX41/U6/WM	25438087	4443							
115	GENERAL ELECTRIC LIGHTING	CFL LAMP 26W X-LONG LIFE, COMPACT FLUORESCENT LAMPS	EA	FLE26HT3/2/XL827	25052112	4303							
116	GENERAL ELECTRIC LIGHTING	4FT 25W F32T8, FLUORESCENT LAMPS	EA	F32T8/25WSPX50EC	25137937	4262							
117	GENERAL ELECTRIC LIGHTING	LED A19 WHT 10W DIMMING 2700K, LED LAMPS AND SYSTEMS	EA	LED11DAV3/827W	25671813	4162							
118	GENERAL ELECTRIC LIGHTING	43293, LED LAMPS AND SYSTEMS	EA	LED12ET8/G/4/850	25843289	4140							
119	GENERAL ELECTRIC LIGHTING	4FT T8 FLOUR FIXT W/CG, FLUORESCENT LAMPS	EA	F32T8SPX50ECOCVG	22051588	4056							
120	GENERAL ELECTRIC LIGHTING	HPS LUCALOX 150W LOW MERC, HIGH INTENSITY DISCHARGE LAMPS	EA	LU150/55/H/ECO	25079088	4045							
121	GENERAL ELECTRIC LIGHTING	LED GLASS TUBE 4FT 15W 5000K, LED LAMPS AND SYSTEMS	EA	LED15ET8/G/4/850	25807386	3988							
122	GENERAL ELECTRIC LIGHTING	LINEAR FLUORESCENT T8 28W 3500K, FLUORESCENT LAMPS	EA	F28T8SXLSPX35ECO	25605515	3852							
123	GENERAL ELECTRIC LIGHTING	MULTI-VAPOR CLEAR LAMP, HIGH INTENSITY DISCHARGE LAMPS	EA	MVR1000/U	88112275	3850							
124	GENERAL ELECTRIC LIGHTING	CFL E26 MED BASE 2700K, COMPACT FLUORESCENT LAMPS	EA	FLE23H/T3/2/827 NEW	25692960	3726							
125	GENERAL ELECTRIC LIGHTING	CFL DOUBLE BIAX PLUG-IN T4, COMPACT FLUORESCENT LAMPS	EA	F26DBX/835/ECO	25082699	3644							

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126	GENERAL ELECTRIC LIGHTING	CFL PRGM/RAPID START BLLST 63097, COMPACT FLUORESCENT BALLASTS	EA	GEC226-MVPS-3W-NEW	25472999	3610							
127	GENERAL ELECTRIC LIGHTING	COMPACT FLUOR LAMP ELEC SELF BALLASTED, COMPACT FLUORESCENT LAMPS	EA	FLE13HT2/2/827	25084963	3452							
128	GENERAL ELECTRIC LIGHTING	LFL ULTRAMAX ELEC HIGH EFF MV IS BLLST, FLUORESCENT T8 ELECTRONIC BALLAST	EA	GE232MAXP-L-ULTRA	25187724	3419							
129	GENERAL ELECTRIC LIGHTING	72118 FLUORESCENT, FLUORESCENT LAMPS	EA	F31T8SPX35/U/ECO	25175689	3201							
130	GENERAL ELECTRIC LIGHTING	32W 6IN UBEND ECO, FLUORESCENT LAMPS	EA	F32T8SPX41U6/ECO	25168169	3172							
131	GENERAL ELECTRIC LIGHTING	96IN SLIM LINE LINEAR FLUOR LAMP, FLUORESCENT LAMPS	EA	F96T12/CW/C/WM	25446831	3122							
132	GENERAL ELECTRIC LIGHTING	CFL DOUBLE BIAX PLUG-IN T4, COMPACT FLUORESCENT LAMPS	EA	F18DBX/835/ECO4P	25082706	3081							
133	GENERAL ELECTRIC LIGHTING	LED BRIGHT STIK 10W 5000K 3PK, LED LAMPS AND SYSTEMS	EA	LED10LS3/850	25773220	2963							
134	GENERAL ELECTRIC LIGHTING	CFL DOUBLE BIAX PLUG-IN T4, COMPACT FLUORESCENT LAMPS	EA	F18DBX/841/ECO	25082754	2962							
135	GENERAL ELECTRIC LIGHTING	CFL TRIPLE BIAX PLUG-IN T4, COMPACT FLUORESCENT LAMPS	EA	F26TBX/841/A/ECO	25082717	2951							
136	GENERAL ELECTRIC LIGHTING	48IN HI-OUT WHT LMP, FLUORESCENT LAMPS	EA	F48T12/CW/HO	88111899	2910							
137	GENERAL ELECTRIC LIGHTING	LINEAR FLUORESCENT T5 WATTMISER, FLUORESCENT LAMPS	EA	F28T5/841/WM/ECO	25170305	2850							
138	GENERAL ELECTRIC LIGHTING	U-SHAPE FLUOR 32W T8 6IN ECO, FLUORESCENT LAMPS	EA	F32T8SPX35U6/ECO	25168168	2799							
139	GENERAL ELECTRIC LIGHTING	HPS LUCALOX CLEAR LAMP, HIGH INTENSITY DISCHARGE LAMPS	EA	LU70/MED/ECO	88112268	2791							
140	GENERAL ELECTRIC LIGHTING	LED 18W T8 4FT GLASS TUBE 5000K, LED LAMPS AND SYSTEMS	EA	LED18ET8/G/4/850	25807388	2774							
141	GENERAL ELECTRIC LIGHTING	LFL ULTRASTART ELEC PROG/RAPID START, FLUORESCENT T8 ELECTRONIC BALLAST	EA	GE432-MVPS-N	25105731	2728							
142	GENERAL ELECTRIC LIGHTING	T8 U6 3500K ECO LAMP, FLUORESCENT LAMPS	EA	F32T8SP35/U6/ECO	22118500	2685							
143	GENERAL ELECTRIC LIGHTING	LED T8 4000K 18W (94382), LED LAMPS AND SYSTEMS	EA	LED21T8/4/840	25641474	2600							
144	GENERAL ELECTRIC LIGHTING	LED 18W GLASS TUBE T8 4000K 2200L 18W, LED LAMPS AND SYSTEMS	EA	LED18ET8/G/4/840	25806263	2598							
145	GENERAL ELECTRIC LIGHTING	LFL MV PROLINE ELEC INSTANT START BLLST, FLUORESCENT T8 ELECTRONIC BALLAST	EA	GE332MAX-G-N	25247895	2595							
146	GENERAL ELECTRIC LIGHTING	CFL TRIPLE BIAX PLUG-IN T4, COMPACT FLUORESCENT LAMPS	EA	F26TBX/835/A/ECO	25082716	2504							
147	GENERAL ELECTRIC LIGHTING	CFL TRIPLE BIAX PLUG-IN T4, COMPACT FLUORESCENT LAMPS	EA	F32TBX/830/A/ECO	25082719	2464							
148	GENERAL ELECTRIC LIGHTING	LFL ULTRASTART ELEC PROG/RAPID START, FLUORESCENT T8 ELECTRONIC BALLAST	EA	GE332-MVPS-N	25111409	2336							
149	GENERAL ELECTRIC LIGHTING	MULTI - VAPOR, HIGH INTENSITY DISCHARGE LAMPS	EA	MVR1500/U/SPORTS	99565223	2169							
150	GENERAL ELECTRIC LIGHTING	HALOGEN PAR38 90W INDOOR FLOOD, HALOGEN LAMPS	EA	90PARH1100FL25TP	25438098	2168							
151	GENERAL ELECTRIC LIGHTING	LFL ULTRAMAX ELEC HIGH EFF MV BALLAST, FLUORESCENT T8 ELECTRONIC BALLAST	EA	GE432MAXP-L-ULTRA	25261362	2151							
152	GENERAL ELECTRIC LIGHTING	68160 10W LED BR30 REFLECTOR LAMP, LED LAMPS AND SYSTEMS	EA	LED10DR303/827W	25481087	2146							
153	GENERAL ELECTRIC LIGHTING	LED 12W G24 900L 4000K HORIZONTAL, LED LAMPS AND SYSTEMS	EA	LED12G24Q-H/840	25698297	2106							
154	GENERAL ELECTRIC LIGHTING	U-SHAPE FLUOR 32W T8, FLUORESCENT LAMPS	EA	F32T8/SPX35/U6/2	25456286	2071							
155	GENERAL ELECTRIC LIGHTING	LFL MV PROLINE ELEC PROG/RAPD START BLLST, FLUORESCENT T12 ELECTRONIC BALLAST	EA	GE240PS-MV-N	25247901	2003							
156	GENERAL ELECTRIC LIGHTING	10WATT R30 FLOOD, LED LAMPS AND SYSTEMS	EA	LED10DR303/830W	25477645	1989							
157	GENERAL ELECTRIC LIGHTING	MH LAMP, HIGH INTENSITY DISCHARGE LAMPS	EA	MVR70/U/MED	94058601	1986							

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158	GENERAL ELECTRIC LIGHTING	16953 CFL OTHER, COMPACT FLUORESCENT LAMPS	EA	F40/30BX/SPX30	88311233	1985							
159	GENERAL ELECTRIC LIGHTING	LAMP FLUOR T5 ECO 3500K 14W, FLUORESCENT LAMPS	EA	F14W/T5/835/ECO	25011842	1978							
160	GENERAL ELECTRIC LIGHTING	LED A21 75W REPLACEMENT 14W, LED LAMPS AND SYSTEMS	EA	LED14DA21/827W	25646113	1956							
161	GENERAL ELECTRIC LIGHTING	HPS LUCALOX 100W LAMP, HIGH INTENSITY DISCHARGE LAMPS	EA	LU100/MED/ECO	88112242	1899							
162	GENERAL ELECTRIC LIGHTING	HPS LUCALOX LAMP, HIGH INTENSITY DISCHARGE LAMPS	EA	LU150/MED/ECO	88112247	1870							
163	GENERAL ELECTRIC LIGHTING	LED 12W G24 900L 3500K HORIZONTAL, LED LAMPS AND SYSTEMS	EA	LED12G24Q-H/835	25698295	1827							
164	GENERAL ELECTRIC LIGHTING	LED 16W A21 E26 MED 2700K, LED LAMPS AND SYSTEMS	EA	LED16DA212/827	25763128	1779							
165	GENERAL ELECTRIC LIGHTING	B17 MET HAL LAMP, HIGH INTENSITY DISCHARGE LAMPS	EA	MXR100/U/MED	89089085	1745							
166	GENERAL ELECTRIC LIGHTING	HPS LAMP, HIGH INTENSITY DISCHARGE LAMPS	EA	LU100/ECO/NC	99426257	1739							
167	GENERAL ELECTRIC LIGHTING	LFL ELEC HIGH EFF MV INSTANT START BLLST, FLUORESCENT T8 ELECTRONIC BALLAST	EA	GE132MAXP-N-ULTRA	25187722	1735							
168	GENERAL ELECTRIC LIGHTING	FLUOR LAMP, FLUORESCENT LAMPS	EA	F28T8/SPX41/U6/ECO	25473000	1704							
169	GENERAL ELECTRIC LIGHTING	HID REPLACEMENT KIT MAG CORE/COIL BLLST, HID MAGNETIC BALLAST	EA	GEM400ML5AA4-5	25163965	1666							
170	GENERAL ELECTRIC LIGHTING	LAMP FLUOR T5 HO ECO 4100K 24W, FLUORESCENT LAMPS	EA	F24W/T5/841/ECO	25012021	1580							
171	GENERAL ELECTRIC LIGHTING	LED T8 3400K 22-23KL DIM INTEG DRVR DLC, LED LAMPS AND SYSTEMS	EA	LED18ET8/4/835	25688451	1533							
172	GENERAL ELECTRIC LIGHTING	HID 1000W LAMP, HIGH INTENSITY DISCHARGE LAMPS	EA	MVR1000/U/BT37	96011619	1528							
173	GENERAL ELECTRIC LIGHTING	CFL MV PROLN ELEC PRGRM/RAPD START BLLST, COMPACT FLUORESCENT BALLASTS	EA	GEC242-MVPS-3W-NEW	25481111	1487							
174	GENERAL ELECTRIC LIGHTING	LED T8 TUBE DRIVER 18W 2 LAMP (94385), LED LAMPS AND SYSTEMS	EA	LED21T8/DR/2L	25641477	1455							
175	GENERAL ELECTRIC LIGHTING	HPS LUCALOX 70W LOW MERC, HIGH INTENSITY DISCHARGE LAMPS	EA	LU70/H/ECO	25079086	1437							
176	GENERAL ELECTRIC LIGHTING	MH LAMP, HIGH INTENSITY DISCHARGE LAMPS	EA	MVR150/U/MED	92042162	1351							
177	GENERAL ELECTRIC LIGHTING	LED 7W 120V 2700K 80CRI, LED LIGHTING FIXTURES	EA	LED7DP203B827/35	25723308	1336							
178	GENERAL ELECTRIC LIGHTING	HPS LUCALOX E25 LAMP, HIGH INTENSITY DISCHARGE LAMPS	EA	LU1000/ECO	88112243	1289							
179	GENERAL ELECTRIC LIGHTING	LAMP, HIGH INTENSITY DISCHARGE LAMPS	EA	MXR100/U/MED/O	96011656	1273							
180	GENERAL ELECTRIC LIGHTING	LIGHT EMITTING DIODE, LED LIGHTING FIXTURES	EA	LED12DA21/850FE	25702700	1267							
181	GENERAL ELECTRIC LIGHTING	HALOGEN PAR 38, HALOGEN LAMPS	EA	67PAR/HIR+/FL25	25141141	1262							
182	GENERAL ELECTRIC LIGHTING	LED BRIGHT STIK 16W 2850K 2PK, LED LAMPS AND SYSTEMS	EA	LED16LS2/828	25807592	1245							
183	GENERAL ELECTRIC LIGHTING	FLR LAMP, FLUORESCENT LAMPS	EA	F96T12/CW/1500/0	88112024	1200							
184	GENERAL ELECTRIC LIGHTING	HID REPLACEMENT MAG MH CORE/COIL BLLST, HID MAGNETIC BALLAST	EA	GEM100MLTLA3D-5	99422055	1121							
185	GENERAL ELECTRIC LIGHTING	CFL ULTRASTART ELEC MV INSTANT START, COMPACT FLUORESCENT BALLASTS	EA	GEC240MAX-A	25256700	1101							
186	GENERAL ELECTRIC LIGHTING	HPS LUCALOX CLEAR LAMP, HIGH INTENSITY DISCHARGE LAMPS	EA	LU50/MED/ECO	88112261	1100							
187	GENERAL ELECTRIC LIGHTING	LED T8 5000K 22-23KL DIM INTEG DRVR DLC, LED LAMPS AND SYSTEMS	EA	LED18ET8/4/850	25688450	1099							
188	GENERAL ELECTRIC LIGHTING	LFL ULTRAMAX ELEC HIGH EFF MV BALLAST, FLUORESCENT T8 ELECTRONIC BALLAST	EA	GE259MAXPN-ULTRA	22065427	1092							
189	GENERAL ELECTRIC LIGHTING	73546 PARS AND HALOGEN, HALOGEN LAMPS	EA	48PAR30L/HIR+/FL	25201068	1037							
190	GENERAL ELECTRIC LIGHTING	LFL MV PROLINE ELEC INSTANT START BLLST, FLUORESCENT T12 ELECTRONIC BALLAST	EA	GE260IS-MV-N	25247903	994							
191	GENERAL ELECTRIC LIGHTING	LED 12W G24 900L 4000K VERTICAL, LED LAMPS AND SYSTEMS	EA	LED12G24Q-V/840	25698296	992							

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192	GENERAL ELECTRIC LIGHTING	LFL ULTRAMAX ELEC HIGH EFF MV IS BLLST, FLUORESCENT T8 ELECTRONIC BALLAST	EA	GE232MAXP-H-ULTRA	25275631	950							
193	GENERAL ELECTRIC LIGHTING	LED A21 LAMP 17W 27K, LED LAMPS AND SYSTEMS	EA	LED17DA21/827	25689053	931							
194	GENERAL ELECTRIC LIGHTING	LED BRIGHT STIK 16W 5000K 2PK, LED LAMPS AND SYSTEMS	EA	LED16LS2/850	25807593	926							
195	GENERAL ELECTRIC LIGHTING	HID REPLCEMNT KIT MAG HPS CORE/COIL BLST, LED POWER SUPPLIES/DRIVERS	EA	GES400ML5AA4-5	25399500	917							
196	GENERAL ELECTRIC LIGHTING	LFL ULTRASTRT ELEC PROG/RAPD START BLLST, FLUORESCENT T8 ELECTRONIC BALLAST	EA	GE254MVPS90-A	25467264	910							
197	GENERAL ELECTRIC LIGHTING	LFL 2-28W T5 NBF UNV BALLAST, FLUORESCENT T5 ELECTRONIC BALLAST	EA	GE228MVPS-MC	25543125	837							
198	GENERAL ELECTRIC LIGHTING	18W PAR38 LED FLOOD LAMP 3000K, LED LIGHTING FIXTURES	EA	LED18D38OW383040	25719965	828							
199	GENERAL ELECTRIC LIGHTING	LED BRIGHT STIK 9W 5000K 3PK, LED LAMPS AND SYSTEMS	EA	LED9LS3/850	25855763	814							
200	GENERAL ELECTRIC LIGHTING	MH LAMP, HIGH INTENSITY DISCHARGE LAMPS	EA	MXR70/U/MED	92116534	811							
201	GENERAL ELECTRIC LIGHTING	HID REPLACEMENT MAG MH CORE/COIL BLLST, HID MAGNETIC BALLAST	EA	GEM175MLTAA3-5	99422058	782							
202	GENERAL ELECTRIC LIGHTING	100W CONSTANT COLOR HID LAMP, HIGH INTENSITY DISCHARGE LAMPS	EA	CMH100PAR38FLECO	99657136	757							
203	GENERAL ELECTRIC LIGHTING	LFL MV PROLINE ELEC INSTANT START BLLST, FLUORESCENT T8 ELECTRONIC BALLAST	EA	GE259MAX-G-N	25247900	704							
204	GENERAL ELECTRIC LIGHTING	LINEAR FLUOR 4LMP T5 HIGH OUTPUT BALLAST, FLUORESCENT T5 ELECTRONIC BALLAST	EA	GE454MVPS90-E-S	25639066	688							
205	GENERAL ELECTRIC LIGHTING	HID REPLACEMENT MAG MH CORE/COIL BLLST, HID ELECTRONIC BALLAST	EA	GEM175ML5AA3-5	25399502	665							
206	GENERAL ELECTRIC LIGHTING	HPS BALLAST KIT QUAD TAP 150W, HID MAGNETIC BALLAST	EA	GES150MLTLA3D-5	99422040	649							
207	GENERAL ELECTRIC LIGHTING	MULTI-VAPOR HID LAMP, HIGH INTENSITY DISCHARGE LAMPS	EA	MXR150/U/MED/O	99703328	628							
208	GENERAL ELECTRIC LIGHTING	MH LAMP, HIGH INTENSITY DISCHARGE LAMPS	EA	MXR50/U/MED	93197867	624							
209	GENERAL ELECTRIC LIGHTING	CFL ULTRAMAX ELEC MV INSTANT START BLLST, COMPACT FLUORESCENT BALLASTS	EA	GEC340MAX-A	25259159	572							
210	GENERAL ELECTRIC LIGHTING	HID REPLACEMENT MAG MH CORE/COIL BLLST, HID MAGNETIC BALLAST	EA	GEM1000ML5AA5-5	99526605	558							
211	GENERAL ELECTRIC LIGHTING	MH LAMP, HIGH INTENSITY DISCHARGE LAMPS	EA	MXR70/U/MED/O	95045522	537							
212	GENERAL ELECTRIC LIGHTING	MH LAMP, HIGH INTENSITY DISCHARGE LAMPS	EA	CMH70TU/830/G12	99504568	530							
213	GENERAL ELECTRIC LIGHTING	150W METAL HALIDE LAMP, HIGH INTENSITY DISCHARGE LAMPS	EA	CMH150TU/830/G12	99970153	526							
214	GENERAL ELECTRIC LIGHTING	HID REPLACEMENT KIT MAG CORE/COIL BLLST, HID MAGNETIC BALLAST	EA	GEM250ML5AC3-5	99526604	513							
215	GENERAL ELECTRIC LIGHTING	LFL ULTRASTRT ELEC PROG/RAPD START BLLST, FLUORESCENT T5 ELECTRONIC BALLAST	EA	GE254MVPS-D-1	25688293	510							
216	GENERAL ELECTRIC LIGHTING	HID REPLACEMENT MAG MH CORE/COIL BLLST, HID MAGNETIC BALLAST	EA	GEM150MLTLC3D-5	99429434	467							
217	GENERAL ELECTRIC LIGHTING	MV PROLINE ELEC T8 HO FLUOR LAMP BALLAST, FLUORESCENT T8 ELECTRONIC BALLAST	EA	GE286MAX-HO-N	25403951	445							
218	GENERAL ELECTRIC LIGHTING	HID REPLCEMNT KIT MAG HPS CORE/COIL BLST, HID MAGNETIC BALLAST	EA	GES400MLTAA4-5	99422046	444							
219	GENERAL ELECTRIC LIGHTING	HID REPLACEMENT MAG MH CORE/COIL BLLST, HID MAGNETIC BALLAST	EA	GEM70MLTLA3D-5	99422053	443							
220	GENERAL ELECTRIC LIGHTING	HID REPLCEMNT KIT MAG HPS CORE/COIL BLST, HID MAGNETIC BALLAST	EA	GES70MLTLA3D-5	99422037	409							
221	GENERAL ELECTRIC LIGHTING	HID BALLAST KIT HPS 5-TAP 250W, HID MAGNETIC BALLAST	EA	GES250ML5AA4-5	99526606	390							

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222	GENERAL ELECTRIC LIGHTING	HID REPLACEMENT MAG HPS CORE/COIL BLLST, HID MAGNETIC BALLAST	EA	GES100MLTLA3D-5	99422038	346							
223	GENERAL ELECTRIC LIGHTING	NARROW FLOOD 40 BEAM SILVER PAR38 26W, LED LAMPS AND SYSTEMS	EA	LED26DP38S840/40	25477639	345							
224	GENERAL ELECTRIC LIGHTING	LINEAR FLUOR ELEC T5 4-LAMP BALLAST, FLUORESCENT T5 ELECTRONIC BALLAST	EA	GE454MVPS90-F	25511000	337							
225	GENERAL ELECTRIC LIGHTING	MVR750/VBU/PA200, HIGH INTENSITY DISCHARGE LAMPS	EA	MVR750/VBU/PA	99527713	305							
226	GENERAL ELECTRIC LIGHTING	HID REPLACEMENT KIT MAG CORE/COIL BLLST, HID MAGNETIC BALLAST	EA	GEM400MLTAA4-5	25172301	286							
227	GENERAL ELECTRIC LIGHTING	HID REPLACEMENT KIT MAG CORE/COIL BLLST, HID MAGNETIC BALLAST	EA	GES1000ML5AA5-5	99526608	280							
228	GENERAL ELECTRIC LIGHTING	NARROW FLOOD 40 BEAM SILVER PAR38 26W, LED LAMPS AND SYSTEMS	EA	LED26DP38S830/40	25477638	267							
229	GENERAL ELECTRIC LIGHTING	LED ED37 165W EX39 BASE HID REPLACEMENT, LED LAMPS AND SYSTEMS	EA	LED165/M400/740	25720311	204							
230	GENERAL ELECTRIC LIGHTING	HID REPLACEMENT KIT MAG CORE/COIL BLLST, HID MAGNETIC BALLAST	EA	GEM150048TAC5-5	99426644	194							
231	GENERAL ELECTRIC LIGHTING	HID REPLACEMENT KIT MAG CORE/COIL BLLST, HID MAGNETIC BALLAST	EA	GEM1500MLTAC5-5	99426661	177							
232	GENERAL ELECTRIC LIGHTING CONTROLS	RELAY, LIGHTING - LOW VOLTAGE SWITCHING	EA	RR9P	93173297	774							
233	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-12-STR-WHT-500S	88284548	981500							
234	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-12-STR-GRN-500S	88284562	906000							
235	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-12-STR-BLK-500S	88284568	829000							
236	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-12-STR-RED-500S	88284552	588000							
237	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-12-STR-BLU-500S	88284566	438000							
238	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-10-STR-GRN-500S	88284538	383000							
239	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-10-STR-BLK-500S	88284544	342000							
240	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-10-STR-WHT-500S	88284526	325500							
241	GENERIC VENDOR	METAL CLAD CABLE, ARMORED CABLE	M	MC ALUM 12/2 250FT COIL	88321210	297000							
242	GENERIC VENDOR	THHN/THWN-2 SOL 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-12-SOL-WHT-500S	88284618	276500							
243	GENERIC VENDOR	THHN/THWN-2 SOL 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-12-SOL-GRN-500S	88284232	229500							
244	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-10-STR-RED-500S	88284528	216500							
245	GENERIC VENDOR	THHN/THWN-2 SOL 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-12-SOL-BLK-500S	88284225	183500							
246	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-6-STR-BLK-500S	88284514	149175							
247	GENERIC VENDOR	BARE CU, BARE COPPER WIRE	M	BARE-CU-SD-6-SOL-315S	88283891	148033							
248	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-12-STR-YEL-500S	88284546	148000							
249	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-12-STR-ORN-500S	88284558	146000							

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250	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-10-STR-BLU-500S	88284542	142000							
251	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-8-STR-BLK-500R	88284522	133335							
252	GENERIC VENDOR	600V CU, NON-METALLIC "ROMEX" & UF CABLE	M	NM-WG-14-2-1000R	88297609	128000							
253	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-8-STR-BLK-1000R	89039878	105000							
254	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-10-STR-BRN-500S	88284540	95500							
255	GENERIC VENDOR	METAL CLAD CABLE, ARMORED CABLE	M	MC ALUM 12/2-STR 250FT COIL	92041388	91000							
256	GENERIC VENDOR	METAL CLAD CABLE, ARMORED CABLE	M	MC ALUM 12/3 250FT COIL	88321215	83750							
257	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-6-STR-BLK-CUT REEL	22061694	79197							
258	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-2-STR-BLK-CUT REEL	22061504	75430							
259	GENERIC VENDOR	METAL CLAD CABLE, ARMORED CABLE	M	MC ALUM 12/2 1000FT REEL	90041479	65260							
260	GENERIC VENDOR	600V CU, NON-METALLIC "ROMEX" & UF CABLE	M	NM-WG-14-3-1000R	88321335	60000							
261	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-6-STR-GRN-500S	88284512	43170							
262	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-3/0-STR-BLK-CUT REEL	22061513	39007							
263	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-6-STR-GRN-CUT REEL	22061562	38380							
264	GENERIC VENDOR	2 ACSR TRIPLEX SD, COVERED CONDUCTER	M	CONCH PE 1800FT REEL	88302859	37298							
265	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-3-STR-BLK-CUT REEL	22061511	36621							
266	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-4-STR-BLK-CUT REEL	22061543	33885							
267	GENERIC VENDOR	600V CU, XLP USE RHH RHW COPPER WIRE	M	XLP-USE-6-STR-BLK-CUT REEL	22063034	32924							
268	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-4-STR-BLK-500R	88284508	29500							
269	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-1/0-STR-BLK-CUT REEL	22061492	26574							
270	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-1-STR-BLK-CUT REEL	22061497	26238							
271	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-4/0-STR-BLK-CUT REEL	22061522	23784							
272	GENERIC VENDOR	THHN/THWN-2 19 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-2/0-STR-BLK-CUT REEL	22061499	19111							
273	GENERIC VENDOR	1/0-2 TRIPLEX UD 600V, SECONDARY/UD-600V	M	BRENAU YES 1000FT REEL	88302952	18506							
274	GENERIC VENDOR	THHN/THWN-2 37 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-350MCM-BLK-CUT REEL	22061520	18154							
275	GENERIC VENDOR	METAL CLAD CABLE, ARMORED CABLE	M	MC ALUM 12/3-STR 250FTCOIL	92041389	17750							
276	GENERIC VENDOR	MC ALUMINUM CABLE, ARMORED CABLE	M	MC ALUM 10/3 250FT COIL	89000607	14000							
277	GENERIC VENDOR	THHN/THWN-2 61 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-600MCM-BLK-CUT REEL	22061549	12369							
278	GENERIC VENDOR	THHN/THWN-2 37 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-500MCM-BLK-CUT REEL	22080895	11656							
279	GENERIC VENDOR	BARE CU, BARE COPPER WIRE	M	BARE-CU-SD-4/0-19STR-CUT REEL	22063080	10600							
280	GENERIC VENDOR	THHN/THWN-2 61 STR 600V 90DEG CU, THHN BUILDING WIRE	EA	THHN-600MCM-BLK-CUT REEL	22061549	7500							

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281	GENERIC VENDOR	THHN/THWN-2 37 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-250MCM-BLK-CUT REEL	22061502	6834							
282	GENERIC VENDOR	THHN/THWN-2 61 STR 600V 90DEG CU, THHN BUILDING WIRE	M	THHN-750MCM-BLK-CUT REEL	22061570	2970							
283	GENERIC VENDOR	STEEL THINWALL CONDUIT, 10 FT LENGTH, 10/CS, EMT CONDUIT	CS	1/2-EMT	88272937	357280							
284	GENERIC VENDOR	STEEL THINWALL CONDUIT, LENGTH 10 FT, 10/CS, EMT CONDUIT	CS	3/4-EMT	88272942	294465							
285	GENERIC VENDOR	STEEL THINWALL CONDUIT, 10 FT LENGTH, 10/CS, EMT CONDUIT	CS	1-EMT	88272936	57270							
286	GENERIC VENDOR	RIGID CONDUIT, 10 FT LENGTH, 10/CS, GALVANIZED CONDUIT	CS	3/4-GALV	88272905	32080							
287	GENERIC VENDOR	STEEL THINWALL CONDUIT, 10 FT LENGTH, 10/CS, EMT CONDUIT	CS	2-EMT	88272939	14530							
288	GENERIC VENDOR	STEEL THINWALL CONDUIT, 10 FT LENGTH, 10/CS, EMT CONDUIT	CS	1-1/4-EMT	88272935	12970							
289	GENERIC VENDOR	RIGID CONDUIT, 10 FT LENGTH, 10/CS, GALVANIZED CONDUIT	CS	1-GALV	88272872	11250							
290	GENERIC VENDOR	STEEL THINWALL CONDUIT, 10 FT LENGTH, 10/CS, EMT CONDUIT	CS	1-1/2-EMT	88272934	10760							
291	GENERIC VENDOR	RIGID CONDUIT, 10 FT LENGTH, 10/CS, GALVANIZED CONDUIT	CS	1/2-GALV	88272874	10750							
292	GENERIC VENDOR	RIGID CONDUIT, 10 FT LENGTH, 10/CS, GALVANIZED CONDUIT	CS	2-GALV	88272878	4880							
293	GENERIC VENDOR	RIGID CONDUIT, 10 FT LENGTH, 10/CS, GALVANIZED CONDUIT	CS	1-1/2-GALV	88272868	3550							
294	GENERIC VENDOR	ALUM RIGID CONDUIT, 10 FT LENGTH, 10/CS, ALUMINUM CONDUIT	CS	4-ALUM	88272927	3150							
295	GENERIC VENDOR	RIGID CONDUIT, 10 FT LENGTH, 10/CS, GALVANIZED CONDUIT	CS	4-GALV	88272907	1550							
296	GENERIC VENDOR	20FT RIDGID CONDUIT, ELBOWS, COUPLINGS AND NIPPLES	EA	4-GALV-20	25105725	1000							
297	GENERIC VENDOR	90 DEGREE C 600V, PORTABLE CORDS	M	SOOW-12-3-BLK-CUT REEL	22063697	19941							
298	GENERIC VENDOR	90 DEGREE C 600V, PORTABLE CORDS	M	SOOW-6-4-BLK-CUT REEL	22061486	6367							
299	GENERIC VENDOR	600V 30 AWG 2014STR WELDING, WELDING, LOCOMOTIVE CABLE	M	WELDING-4/0-BLK-CUT REEL	22064492	4735							
300	GENERIC VENDOR	LOOP LEAD IN SHL, TRAFFIC SIGNAL CABLES	M	14-2CS-LLI-CUT REEL	22108374	42099							
301	GENERIC VENDOR	TRAFFIC SIG CABLE, TRAFFIC SIGNAL CABLES	M	14-12C-TSC-CUT REEL	25264111	12507							
302	GREENLEE TEXTRON, INC.	OMNIMARKER TELEPHONE - 163, TRAILERS, TRENCHERS, & CABLE PLOWS	EA	0163-0001-1	22066703	3072							
303	GREENLEE TEXTRON, INC.	TWINESPIRAL WRAP 1 PLY/GRAYBAR BUCKET, PULLING LINE & ROPES	EA	430G	98333670	732							
304	GREENLEE TEXTRON, INC.	PROFESSIONAL TONE AND PROBE TRACING KIT, COMMUNICATION TOOLS & ACCESSORIES	EA	701K-G	25293639	170							
305	GREENLEE TEXTRON, INC.	INDICATOR-VOLTAGE, TEST AND MEASUREMENT	EA	2010	88311861	147							
306	HUBBELL LENOIR CITY INC	BOX OB 12X12X12, HAND-HOLES,BOX ASSEMBLIES,ENCLOSURES,CABINTS	EA	PC1212BA12	89005028	275							
307	HUBBELL LENOIR CITY INC	BOX W/NO BASE 12-IN, HAND-HOLES,BOX ASSEMBLIES,ENCLOSURES,CABINTS	EA	PG1118BA12	93150215	128							
308	HUBBELL LENOIR CITY INC	BOX OB 13X24X12 NO.5, HAND-HOLES,BOX ASSEMBLIES,ENCLOSURES,CABINTS	EA	PG1324BA12	89005016	113							

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309	HUBBELL LENOIR CITY INC	STK BOX OB 13X24X18, HAND-HOLES,BOX ASSEMBLIES,ENCLOSURES,CABINTS	EA	PG1324BA18	89005017	106							
310	HUBBELL LENOIR CITY INC	BOX OB 24X36X24, HAND-HOLES,BOX ASSEMBLIES,ENCLOSURES,CABINTS	EA	PG2436BA24	89004988	100							
311	HUBBELL LIGHTING	4V TWIN HEAD EMERG LITE, INCANDESCENT LIGHTING FIXTURES	EA	EZ-2	88084337	810							
312	HUBBELL POWER SYSTEMS	30-IN CABLE RACK, MISC	EA	C2031126	88056579	5654							
313	HUBBELL POWER SYSTEMS	100A CUTOUT, CUTOUTS	EA	C710213PB	88056876	300							
314	HUBBELL WIRING DEVICES	PLUG 15A 125V 5-15P B/W, STRAIGHT BLADE PLUGS AND CONNECTORS	EA	HBL5266C	95005504	7138							
315	HUBBELL WIRING DEVICES	20A COM SELF TEST GFR IVORY, GFCI ELECTRICAL RECEPTACLES	EA	GFRST20I	25712101	4694							
316	HUBBELL WIRING DEVICES	CONN 20A 125V 5-20R B/W, STRAIGHT BLADE PLUGS AND CONNECTORS	EA	HBL5369C	95005496	2627							
317	HUBBELL WIRING DEVICES	20A COM SELF TEST TRWR GFR IVORY, GFCI ELECTRICAL RECEPTACLES	EA	GFTWRST20I	25711945	2386							
318	HUBBELL WIRING DEVICES	CONN 15A 125V 5-15R B/W, STRAIGHT BLADE PLUGS AND CONNECTORS	EA	HBL5269C	95005502	2356							
319	HUBBELL WIRING DEVICES	20A COM SELF TEST GFR WHITE, GFCI ELECTRICAL RECEPTACLES	EA	GFRST20W	25712105	2055							
320	HUBBELL WIRING DEVICES	PLUG 20A 125V 5-20P B/W, STRAIGHT BLADE PLUGS AND CONNECTORS	EA	HBL5366C	95005498	1669							
321	HUBBELL WIRING DEVICES	20 AMP USB/TAMP RESIST RECEPTACLE WHITE, ELECTRICAL RECEPTACLES - INCLUDES USB	EA	USB20X2W	25500645	1291							
322	HUBBELL WIRING DEVICES	20A COM SELF TEST GFR BROWN, GFCI ELECTRICAL RECEPTACLES	EA	GFRST20	25712102	884							
323	HUBBELL WIRING DEVICES	20A COM SELF TEST GFR GRAY, GFCI ELECTRICAL RECEPTACLES	EA	GFRST20GY	25712100	878							
324	HUBBELL WIRING DEVICES	DUP RCPT HG 20A 125V 5-20R IV, ELECTRICAL RECEPTACLES - INCLUDES USB	EA	HBL8300I	88127754	630							
325	HUBBELL WIRING DEVICES	F-BOX CVR RECT DUP FLAP BRS, FLOOR BOXES-STEEL & CAST, AND FITTINGS	EA	S3825	88128993	236							
326	HUBBELL WIRING DEVICES	3 SERVICE FB COVER GY, FLOOR BOXES-STEEL & CAST, AND FITTINGS	EA	3SFBCGYA	22070276	221							
327	IDEAL INDUSTRIES INC	WIRENUT 72B BLUE 100PC/BX, TWIST ON WIRE CONNECTORS	M	30-072	88134892	253716							
328	IDEAL INDUSTRIES INC	WIRENUT 73B ORAN 100PC/BX, TWIST ON WIRE CONNECTORS	M	30-073	88134893	238800							
329	IDEAL INDUSTRIES INC	BALLAST DISCONNECT, 75/PK, MISC FITTINGS	PK	30-382J	25108387	28124							
330	IDEAL INDUSTRIES INC	WP CONN KIT, MISC FITTINGS	EA	65U	89034696	660							
331	ILSCO CORP	AL MEC (4) 350-10 W INS UL CSA, LIQUIDTIGHT FITTINGS NON-METALLIC	EA	PED4-350SS-DB	22067760	232							
332	INTERMATIC INC	ELECTRONIC PHOTO CONTROL 120-277V, LIGHTNG CONTROLS - PHOTO	EA	ELC4536	25647518	2451							
333	INTERMATIC INC	120V 50/60HZ 1800W INTIN SWIVEL MOUNT, LIGHTNG CONTROLS - PHOTO	EA	K4221C	88314052	1830							
334	INTERMATIC INC	120V 50/60 HZ 1800W INTIN FIXED, LIGHTNG CONTROLS - PHOTO	EA	K4021C	88318521	1782							
335	INTERMATIC INC	NEMA 1 - 125 V SPST, RELAYS & TIMERS	EA	T101	88138684	159							
336	LEVITON MANUFACTURING COMPANY, INC	20A SLIM GFCI W/WP, GFCI ELECTRICAL RECEPTACLES	EA	GFNT2-I	25718283	3034							

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337	LEVITON MANUFACTURING COMPANY, INC	20A SLIM GFCI W/WP, GFCI ELECTRICAL RECEPTACLES	EA	GFNT2-W	25718284	1827							
338	LEVITON MANUFACTURING COMPANY, INC	20A STANDADR PWR PK, LIGHTING CONTROLS - MOTION SENSORS	EA	OPP20-D1	25567655	533							
339	LEVITON MANUFACTURING COMPANY, INC	DECORA OCCUPNCY SENSR WHT, LIGHTING CONTROLS - MOTION SENSORS	EA	ODS10-IDW	99554488	272							
340	LEVITON MANUFACTURING COMPANY, INC	MED GRADE 20A SURGE 6 OUTLET 7FT CORD, GROUND FAULT AND TEMP POWER DEVICES	EA	5306M-2S7	25541757	270							
341	LEVITON MANUFACTURING COMPANY, INC	1200VA 120/277 V AC 60HZ SP&3WAY DIMMER, LIGHTING CONTROLS - DIMMERS	EA	IP710-LFZ	25619440	213							
342	LEVITON MANUFACTURING COMPANY, INC	OCC CLNG 2000SF MULTI, LIGHTING CONTROLS - MOTION SENSORS	EA	OSC20-M0W	25026289	167							
343	LEVITON MANUFACTURING COMPANY, INC	OCC SENS 360D 1000 SQ FT, LIGHTING CONTROLS - MOTION SENSORS	EA	OSC10-M0W	25051540	134							
344	LITHONIA LIGHTING	LED EMERGENCY LIGHTING UNIT, LED LIGHTING FIXTURES	EA	EU2 LED M12	25414724	3864							
345	LITHONIA LIGHTING	6V LED EMERG LITE UNIT DAMP LOC, LED LIGHTING FIXTURES	EA	ELM2 LED M12	25360645	3433							
346	LITHONIA LIGHTING	LED EXIT SIGN, LED LIGHTING FIXTURES	EA	EXR LED EL M6	25414726	2169							
347	LITHONIA LIGHTING	LED EMERGENCY EXIT/UNIT COMBO, LED LIGHTING FIXTURES	EA	ECR LED M6	25414725	1390							
348	LITHONIA LIGHTING	EXIT LIGHT, LED LIGHTING FIXTURES	EA	LQM S W 3 R 120/277 EL N M6	96064061	1035							
349	LITHONIA LIGHTING	EMERGENCY BATTERY PACK, EMERGENCY POWER BACKUP	EA	EI500 M12	25194568	785							
350	LITHONIA LIGHTING	CEILING MOUNT SENSOR, LIGHTING CONTROLS - MOTION SENSORS	EA	CM 9	98407598	545							
351	LITHONIA LIGHTING	EXIT LIGHT, LED LIGHTING FIXTURES	EA	LQM S W 3 G 120/277 EL N M6	96066386	260							
352	LITHONIA LIGHTING	12V 54W EMERG LIGHT UNIT, HID LIGHTING FIXTURES	EA	ELM1254	22128135	211							
353	LITHONIA LIGHTING	LED EXIT/EMERG 2HEAD RED LTTRS W/BATTERY, LED LIGHTING FIXTURES	EA	LHQM LED R M6	25413879	176							
354	LUTRON ELECTRONICS CO	ECOSYSTEM BALLAST-3W/DALI, FLUORESCENT T8 ELECTRONIC BALLAST	EA	EC3DT4MWKU1S	25370708	323							
355	LUTRON ELECTRONICS CO	POWPAK DIM MODULE W/0-10V CONTROL, LIGHTING CONTROLS - DIMMERS	EA	RMJ-5T-DV-B	25631080	304							
356	LUTRON ELECTRONICS CO	HI-LUME 3D T8 32W 2 LAMP, FLUORESCENT DIMMING BALLAST	EA	H3DT832GU210	25370804	288							
357	LUTRON ELECTRONICS CO	32 WATT FLOURESCENT DIMMING BALLAST, FLUORESCENT DIMMING BALLAST	EA	H3DT832GU310	25293445	261							
358	LUTRON ELECTRONICS CO	ECOSYSTEM BALLAST-3W/DALI, FLUORESCENT DIMMING BALLAST	EA	EC3DT4MWKU2S	25369624	231							
359	LUTRON ELECTRONICS CO	SINGLE POLE/3-WAY BOXED PCKGNG - WHT, LIGHTING CONTROLS - DIMMERS	EA	DVSTV-WH	25677040	205							
360	LUTRON ELECTRONICS CO	ECOSYSTEM T8 LINEAR & U-BENT 10% DIMMING, FLOURESCENT LIGHTING FIXTURES	EA	EC5T832GUNV3L	25220385	169							
361	LUTRON ELECTRONICS CO	T5 HO LAMP BALLAST, FLUORESCENT DIMMING BALLAST	EA	H3DT554CU210	25421439	142							
362	MILBANK MANUFACTURING CO	4 TERM RINGLESS SML CLS PLT 1-200A MB, METERING, OTHER	EA	U5987-XL-200	25795106	794							
363	NSI INDUSTRIES	105-285V 1000W INSTANT RESPONSE TURNLOCK, SIGNALING EQUIPMENT & SMOKE ALARMS	EA	2007A	88271969	1094							
364	NSI INDUSTRIES	MULTIVOLT 365 DAY ASTRO SUPERCAP 2 CH. 2, NOT IN USE	EA	DZS200BP	25097694	153							
365	PANDUIT CORP	LOCKING TIE BLK 7.4IN, 100/PK, WIRING ACCESSORIES & CABLE TIES	PK	PLT2S-C0	88199644	117600							

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366	PANDUIT CORP	LOCKING TIE BLK 11.5IN BULK PKG, WIRING ACCESSORIES & CABLE TIES	M	PLT3S-M0	88199678	76000							
367	PANDUIT CORP	LASHING TIE BLK 20.1IN BULK PKG, WIRING ACCESSORIES & CABLE TIES	EA	PLT5EH-C0	88199708	64400							
368	PANDUIT CORP	LOCKING TIE BLK 14.5IN, 50/PK, WIRING ACCESSORIES & CABLE TIES	PK	PLT4H-L0	88199689	56500							
369	PANDUIT CORP	LATCH DUCT INT WHT 8FT P/FT, PLASTIC RACEWAY AND FITTINGS	EA	LD10IW8-A	97112737	17312							
370	PANDUIT CORP	LATCH DUCT ELECT IVY 6FTP/FT, PLASTIC RACEWAY AND FITTINGS	EA	LD10EI6-A	88285345	13530							
371	PANDUIT CORP	LATCH DUCT ELECT IVY 6FTP/FT, PLASTIC RACEWAY AND FITTINGS	EA	LD5EI6-A	88285344	13470							
372	PANDUIT CORP	LATCH DUCT WHT 6FT P/FT, PLASTIC RACEWAY AND FITTINGS	EA	LD10WH6-A	88198226	10566							
373	PANDUIT CORP	WHT LATCH DUCT P/FT, PLASTIC RACEWAY AND FITTINGS	EA	LD10WH10-A	98318344	6120							
374	PANDUIT CORP	VELCRO CABLE TIE 75 FT BLACK, WIRING ACCESSORIES & CABLE TIES	EA	HLS-75R0	98402846	663							
375	PHILIPS LIGHTING ELECTRONICS	ELE BALLAST (2) F32T8 120-277V, FLUORESCENT T8 ELECTRONIC BALLAST	EA	ICN2P32N35I	25192337	3948							
376	PHILIPS LIGHTING ELECTRONICS	ELE BAL (2) 26W CFL (4-PIN) 120-277V KIT, COMPACT FLUORESCENT BALLASTS	EA	ICF2S26H1LDK	22056964	2079							
377	PHILIPS LIGHTING ELECTRONICS	ELE BALLAST (4) F32T8 120-277V, FLUORESCENT T8 ELECTRONIC BALLAST	EA	ICN4P32N35I	25399281	1979							
378	PHILIPS LIGHTING ELECTRONICS	ELE BALLAST (3) F32T8 120-277V, FLUORESCENT T8 ELECTRONIC BALLAST	EA	ICN3P32N35I	25393044	1008							
379	PHILIPS LIGHTING ELECTRONICS	ELE MH BAL 100W M140 120-277V 50/60HZ, HID ELECTRONIC BALLAST	EA	IMH100DBLSM	25182875	285							
380	PHILIPS LIGHTING ELECTRONICS	HPS BAL 400W S51 480V/120T KIT, HID KITS	EA	71A8443001D	89034755	169							
381	PHOENIX CONTACT	UDK 4, TERMINAL BLOCKS & ACCESSORIES	EA	2775016	99536156	3449							
382	PREFORMED LINE PRODS	DROP TERMINATION CLOSURE, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	COYDTC-001	25319831	760							
383	QUIKTRON, INC.	10FT CAT5E 350MHZ BTD PATCH CBL GRY, SOLID & STRANDED CONDUCTOR PATCH CORDS	EA	570-100-010	22085703	10000							
384	QUIKTRON, INC.	5 FT BLUE CAT 6 UIHC LABEL, SOLID & STRANDED CONDUCTOR PATCH CORDS	EA	540-110-005PUI	25447516	9350							
385	QUIKTRON, INC.	2M LC-SC DPLX 9/125 FIBER CBL, SOLID & STRANDED CONDUCTOR PATCH CORDS	EA	810-L47-006	22085464	4612							
386	QUIKTRON, INC.	7FT BLUE UIHC CAT6, SOLID & STRANDED CONDUCTOR PATCH CORDS	EA	540-110-007PUI	25450871	3150							
387	QUIKTRON, INC.	2M LC-LC DPLX 9/125 FIBER CBL, SOLID & STRANDED CONDUCTOR PATCH CORDS	EA	810-LL7-006	22085474	2918							
388	QUIKTRON, INC.	2M LC-LC DPLX 50/125 LOMMF FIBER CBL, SOLID & STRANDED CONDUCTOR PATCH CORDS	EA	852-LL2-006	25105058	2165							
389	QUIKTRON, INC.	3M LC-LC DPLX 50/125 LOMMF FIBER CBL, SOLID & STRANDED CONDUCTOR PATCH CORDS	EA	852-LL2-009	25105059	1886							
390	QUIKTRON, INC.	1M LC-LC DPLX 50/125 LOMMF FIBER CBL, SOLID & STRANDED CONDUCTOR PATCH CORDS	EA	852-LL2-003	25105204	1814							
391	QUIKTRON, INC.	RR SGL GANG HD15 3.5MM RCA A/V 4 WHT WP, SOLID & STRANDED CONDUCTOR PATCH CORDS	EA	2212-60030-001	25439816	405							
392	QUIKTRON, INC.	50FT RR MULTI FORMAT RUN CBL CMG RATED, SOLID & STRANDED CONDUCTOR PATCH CORDS	EA	2212-60005-050	25439810	369							

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393	QUIKTRON, INC.	35FT RR MULTI FORMAT RUN CBL CMG RATED, SOLID & STRANDED CONDUCTOR PATCH CORDS	EA	2212-60004-035	25439809	247							
394	RAB LIGHTING INC	LED DOORWAY LIGHT, LED LIGHTING FIXTURES	EA	ENTRA12	25591335	239							
395	RAB LIGHTING INC	LED DOORWAY LIGHT, LED LIGHTING FIXTURES	EA	ENTRA12/PC	25591341	196							
396	RAB LIGHTING INC	LED 4FT 36W VAPORITE 5000K 120-277V WHT, LED LIGHTING FIXTURES	EA	SHARK4-36W/D10	25804296	192							
397	RAB LIGHTING INC	LED WALL PACK 37W COOL 5000K BRNZ, LED LIGHTING FIXTURES	EA	WP2LED37	25723319	178							
398	RAB LIGHTING INC	18W LED FLOOD 5100K COOL BRONZE, LED LIGHTING FIXTURES	EA	FFLED18	25400754	175							
399	RAB LIGHTING INC	LED WALL PACK 30W COOL 5000K BRNZ, LED LIGHTING FIXTURES	EA	WP1LED30	25723320	127							
400	RAB LIGHTING INC	78W LED HIGH BAY, LED LIGHTING FIXTURES	EA	BAYLED78W	25500792	114							
401	RAB LIGHTING INC	150 WATT LED FLOOD WITH TRUNION MOUNT, LED LIGHTING FIXTURES	EA	FXLED150T	25638514	110							
402	RAB LIGHTING INC	LED WALL PACK 55W 5000K BRONZE, LED LIGHTING FIXTURES	EA	WP3LED55	25723317	110							
403	RAB LIGHTING INC	LED LINEAR 4FT VAPOR TIGHT WASHDOWN 50W, LED LIGHTING FIXTURES	EA	SHARK4-50W/D10	25793975	105							
404	RAYOVAC CORPORATION	ALKALINE AAA BATTERY, 8/PK, FLASHLIGHTS, BATTERIES, & ACCESSORIES	PK	ALAAA-8J	88219680	76578							
405	RAYOVAC CORPORATION	ALKALINE AA BATTERY INDIVIDUAL, 8/EA, FLASHLIGHTS, BATTERIES, & ACCESSORIES	EA	ALAA-8J	88219679	144360							
406	RAYOVAC CORPORATION	ALKALINE D BATTERY INDIVIDUAL, FLASHLIGHTS, BATTERIES, & ACCESSORIES	EA	ALD-6J	88219682	36736							
407	RAYOVAC CORPORATION	ALKALINE C BATTERY INDIVIDUAL, FLASHLIGHTS, BATTERIES, & ACCESSORIES	EA	ALC-6J	88219681	24825							
408	RAYOVAC CORPORATION	ALKALINE 9V BATTERY INDIVIDUAL, FLASHLIGHTS, BATTERIES, & ACCESSORIES	EA	AL9V-6J	88219678	23453							
409	RAYOVAC CORPORATION	ALKALINE AA BATTERY RECLOSABLE 24PK, FLASHLIGHTS, BATTERIES, & ACCESSORIES	EA	ALAA-24PPJ	99563170	2260							
410	SCHNEIDER ELECTRIC USA INC	CB 120/240V 20A/1P, QO MINIATURE CIRCUIT BRKRS	EA	QO120	88242626	5100							
411	SCHNEIDER ELECTRIC USA INC	CB 120/240V 20A/1P BOLT ON, MOLDED CASE CIRCUIT BREAKERS	EA	QOB120	88243046	3854							
412	SCHNEIDER ELECTRIC USA INC	30MM CONTACT BLOCK 1N/O 1N/C, PUSH BUTTONS, PILOT LIGHTS & SELECTOR SWITCHES	EA	9001KA1	88247319	837							
413	SCHNEIDER ELECTRIC USA INC	CB 120/240V 30A/2P BOLT ON, MOLDED CASE CIRCUIT BREAKERS	EA	QOB230	88243093	667							
414	SCHNEIDER ELECTRIC USA INC	CB 120/240V 30A/2P, QO MINIATURE CIRCUIT BRKRS	EA	QO230	88242794	627							
415	SCHNEIDER ELECTRIC USA INC	CB 120/240V 20A/2P, QO MINIATURE CIRCUIT BRKRS	EA	QO220	88242778	597							
416	SCHNEIDER ELECTRIC USA INC	CB 120/240V 20A/2P BOLT ON, MOLDED CASE CIRCUIT BREAKERS	EA	QOB220	88243083	596							
417	SCHNEIDER ELECTRIC USA INC	RELAY 2CO CYL PIN 10A 240V 120VAC COIL L, RELAYS & TIMERS	EA	8501KPR12P14V20	25668495	564							
418	SCHNEIDER ELECTRIC USA INC	CB 120/240V 2X20A/1P TANDEM, QO MINIATURE CIRCUIT BRKRS	EA	QO2020	88242745	406							
419	SCHNEIDER ELECTRIC USA INC	CB 120/240V 20A/1P GFI, QO MINIATURE CIRCUIT BRKRS	EA	QO120GFI	88242629	347							
420	SCHNEIDER ELECTRIC USA INC	MINIATURE CIRCUIT BREAKER 120/240V 20A, QO MINIATURE CIRCUIT BRKRS	EA	QO220CAFI	25652403	304							
421	SCHNEIDER ELECTRIC USA INC	MINIATURE CIRCUIT BREAKER 120V 20A, MOLDED CASE CIRCUIT BREAKERS	EA	QOB120GFI	88243050	288							

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422	SCHNEIDER ELECTRIC USA INC	CB 240V 30A/3P BOLT ON, MOLDED CASE CIRCUIT BREAKERS	EA	QOB330	88243123	282							
423	SCHNEIDER ELECTRIC USA INC	CB 240V 20A/3P BOLT ON, MOLDED CASE CIRCUIT BREAKERS	EA	QOB320	88243117	273							
424	SCHNEIDER ELECTRIC USA INC	PROXIMITY SENSOR 30MM AC/DC XS6, SENSORS	EA	XS630B1MAU20	22101504	261							
425	SCHNEIDER ELECTRIC USA INC	INDUCTIVE SENSOR 264VAC 200MA XS, SENSORS	EA	XS2M30MA250K	95039861	250							
426	SCHNEIDER ELECTRIC USA INC	METER MAIN RINGLESS OH/UG 200A, QO 1-PHASE LOAD CENTERSRS	EA	QC816F200C	97124415	241							
427	SCHNEIDER ELECTRIC USA INC	CONTACTOR+STARTER CONTACT KIT 600VAC 1A, CONTACTORS AND STARTERS	EA	9998SL3	88250697	240							
428	SCHNEIDER ELECTRIC USA INC	CONTACTOR+STARTER CONTACT KIT 600VAC 60A, CONTACTORS AND STARTERS	EA	9998SL4	88250698	233							
429	SCHNEIDER ELECTRIC USA INC	LOAD CENTER 3PH SECONDARY SURGE ARRESTOR, SURGE PROTECTIVE DEVICES	EA	SDSA3650	93145021	223							
430	SCHNEIDER ELECTRIC USA INC	STARTER 600VAC 27AMP NEMA +OPTIONS, CONTACTORS AND STARTERS	EA	8536SCO3V02S	88245458	195							
431	SCHNEIDER ELECTRIC USA INC	CB 240V 100A/3P BOLT ON, MOLDED CASE CIRCUIT BREAKERS	EA	QOB3100	88243113	172							
432	SCHNEIDER ELECTRIC USA INC	TOUCH PANEL SCREEN 5.7 COLOR, NOT IN USE	EA	HMISTU855	25323309	158							
433	SCHNEIDER ELECTRIC USA INC	CB 240V 50A/3P BOLT ON, MOLDED CASE CIRCUIT BREAKERS	EA	QOB350	88243133	146							
434	SCHNEIDER ELECTRIC USA INC	CONTACTOR+STARTER CONTACT KIT 600VAC 3A, CONTACTORS AND STARTERS	EA	9998SL7	88250700	125							
435	SCHNEIDER ELECTRIC USA INC	ANA 8 U/I IN ISOLATED FAST, PLCS AND INDUSTRIAL PCS	EA	BMXAMI0810	25281220	120							
436	SCHNEIDER ELECTRIC USA INC	RELAY 600VAC 10AMP NEMA +OPTIONS, RELAYS & TIMERS	EA	8501XDO40V62Y414	92114965	120							
437	SCHNEIDER ELECTRIC USA INC	STARTER 600VAC 45AMP NEMA +OPTIONS, CONTACTORS AND STARTERS	EA	8536SDO1V02S	88245523	119							
438	SCHNEIDER ELECTRIC USA INC	SWITCH FUSIBLE GD 240V 100A 2P NEMA3R, GENERAL DUTY SAFETY SWITCHES	EA	D223NRB	88239372	108							
439	SCHNEIDER ELECTRIC USA INC	RELAY 600VAC 10AMP NEMA +OPTIONS, RELAYS & TIMERS	EA	8501XDO80V62	88244943	100							
440	THOMAS & BETTS CORP - ELECTRICAL	3/4 GRAY PVC COATED CONDUIT STL RGD, 10FT/LENGTH, COATED CONDUIT	EA	COND3/4-G	90002103	5090							
441	THOMAS & BETTS CORP - ELECTRICAL	KD C7554ATP, OTHER CHANNEL FITTINGS	EA	C755 4ATP	25050683	5000							
442	THOMAS & BETTS CORP - ELECTRICAL	10FT 12GA 304 SS HALF SLT CHNL, CHANNEL-METALLIC	EA	A1200HS 10SS	91012003	961							
443	THOMAS & BETTS CORP - ELECTRICAL	SUPER STRUT STAINLESS STEEL CHAN, 10 FT/LENGTH, CHANNEL-METALLIC	EA	B1400HS 10SS	91016678	741							
444	VEOLIA ES TECHNICAL SOLUTIONS, LLC	4FT LRG RECYCLE BOX FOR 68 T12 OR 146 T8, HARNESSSES, CARABINERS, BELTS, AND ACCESSORIES	EA	SUPPLY-065	22082951	180							
445	WATTSTOPPER	24V CNTR MNT 360 LGT LEVL ISOLATED RELAY, LIGHTING CONTROLS - MOTION SENSORS	EA	DT-300	25026923	176							
446	WATTSTOPPER	24 VDC BLT-IN-LGHT LV SEN, LIGHTING CONTROLS - MOTION SENSORS	EA	DT-200	97221390	134							

INSTRUCTIONS

- 1) Provide a price quote for each item listed below based on your discounts offered in Exhibit B (Discount by Category). **This is not a core list.**
- 2) Manufacturer discounts listed here must be the same discounts listed in Appendix B - NO EXCEPTIONS.
- 3) Along with the pricing information, state the manufacturer offered, model number, price list and number used, and the price list page on which the item can be found.
- 4) Bidders must offer prices from a current published manufacturer's price list or catalog price list.
- 5) Any items that are "NO BID" will result in a pro-rated point deduction in the cost evaluation. Bidders should bid on as many items as possible.

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1	3M CO. - ELECTRICAL MARKETS DIV.	SMALL FIBER OPTIC SPLICECASE, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	2178-S	97127663	296							
2	3M CO. - ELECTRICAL MARKETS DIV.	CONNECTOR ST SM HOT MELTYELLOW BOOT, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	8100-YS	96002334	2559							
3	AFL TELECOMMUNICATIONS LLC	FUSECONNECT SC APC SM 900UM, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	FUSE-SC9SMA-6	25619505	397							
4	AFL TELECOMMUNICATIONS LLC	ADSS MINISPAN535 48 FIBERS SINGLE MODE, SINGLEMODE ADSS & OPGW	EA	AE0489C820EA7	25281055	14112							
5	AFL TELECOMMUNICATIONS LLC	36SM MINI-SPAN 424 8.3/125 ADSS, SINGLEMODE ADSS & OPGW	EA	AE0369C520AA4	25688023	46918							
6	AFL TELECOMMUNICATIONS LLC	FUSECONNECT LC UPC SM 900UM PACK OF 6, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	FUSE-LC9SMU-6	25619501	344							
7	AFL TELECOMMUNICATIONS LLC	2U 6 SLT RCK MNT PTCH PNL BK EMPTY, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	FM001029-BE	25250046	123							
8	ALLEN TEL PRODUCTS INCORPORATED	CAT 6 STR VIP 1FT BU, SOLID & STRANDED CONDUCTOR PATCH CORDS	EA	AT1601-BU	22017001	10159							
9	ALLEN TEL PRODUCTS INCORPORATED	DUPLEX LC -LC SINGLEMODE 1 METER, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	GBLC2-D1-01	25054042	1293							
10	ALLEN TEL PRODUCTS INCORPORATED	48PT CAT 6 PATCH PANEL, PATCH PANELS	EA	AT66-PNL-48	22017141	108							
11	ALLEN TEL PRODUCTS INCORPORATED	DUPLEX LC -LC SINGLEMODE 2 METER, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	GBLC2-D1-02	25054043	1125							
12	BELDEN	3613 D15A1000, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-BL-S-BED-ACUB	25247094	352000							
13	BELDEN	2413 008A1000, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-GY-S-BED-APIBDN-CE	25068488	416000							
14	BELDEN	1213 004U1000, CAT. 5EXH UTP PLENUM EXTRA HEADROOM CABLE	M	5EXHP4P24-YL-P-BED-APIBDN	97209527	396000							
15	BELDEN	2413 004A1000, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-YL-S-BED-APIBDN-CE	22071133	311000							
16	BELDEN	10GXS13007A1000, 1000 FT/EA, CAT6A PLENUM	EA	6AP4P23-PU-S-BED-APUB	25700244	1003052							
17	BELDEN	10GXS13 0091000, CAT6A PLENUM	M	6AP4P23-WH-R-BED-APUB	25700237	53000							
18	BELDEN	2413 D15U1000, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-BL-P-BED-APIBDN-CE	25402022	110000							
19	BELDEN	2413 D15A1000, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-BL-S-BED-APIBDN-CE	22071132	110000							
20	BELDEN	FD3D012P9, MULTI-MODE DISTRIBUTION CABLE PLENUM	EA	M-5-PO-12-DN-A-LE-BK-BED-SP	25760702	31395							
21	BELDEN	1585A D15U1000, CATEGORY 5E UTP PLENUM CABLE	M	5EP4P24-BL-P-BED-AP	99544802	165000							
22	BELDEN	CAT6+ PC BONDED SOL T568A/B CMR GN 10 FT, SOLID & STRANDED CONDUCTOR PATCH CORDS	EA	C601105010	25195141	3724							
23	BELDEN	2C18FS-CM-CH-R-BED, MULTI-CONDUCTOR SHLD AUDIO & CONTROL	M	8760 0601000	88030678	37000							
24	BELDEN	10GXS13 D151000, CAT6A PLENUM	M	6AP4P23-BL-R-BED-APUB	25700234	40000							
25	BERK-TEK LLC	10032094, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-BL-P-BER-AP	97120890	774298							
26	BERK-TEK LLC	10136226, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-BL-P-BER-AP-NS	25101606	696000							
27	BERK-TEK LLC	10032090, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-YL-P-BER-AP	97120888	484000							
28	BERK-TEK LLC	11082057, CAT6A PLENUM	M	6AP4P24-BL-R-BER-AP-FH	25637483	277000							
29	BERK-TEK LLC	10032227, CATEGORY 5E UTP PLENUM CABLE	M	5EP4P24-BL-P-BER-AP	99477766	645000							
30	BERK-TEK LLC	10032092, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-WH-P-BER-AP	97120889	202000							
31	BERK-TEK LLC	10130484, CAT6A PLENUM	M	6AP4P24-BL-R-BER-AP	25021155	105000							
32	BERK-TEK LLC	10032426, CAT.5EXH UTP NON-PLENUM EXTRA HEADROOM CABLE	M	5EXHNP4P24-BL-P-BER-PV	96087410	513000							

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33	BERK-TEK LLC	10032065, CAT. 5EXH UTP PLENUM EXTRA HEADROOM CABLE	M	5EXHP4P24-BL-P-BER-AP	96092573	271000							
34	BERK-TEK LLC	11074707, CAT. 5EXH UTP PLENUM EXTRA HEADROOM CABLE	M	5EXHP4P24-BL-P-1.5K-BER-AP	25480511	300000							
35	BERK-TEK LLC	11074913, CAT. 5EXH UTP PLENUM EXTRA HEADROOM CABLE	M	5EXHP4P24-YL-P-1.5K-BER-AP	25526052	300000							
36	BERK-TEK LLC	10163780, CATEGORY 6 EXH, UTP PLENUM EXTRA HEADROOM	M	6EXHP4P24-BL-S-BER-AP	22069361	120000							
37	BERK-TEK LLC	10032455, CATEGORY 6 UTP NON-PLENUM CABLE	M	6NP4P24-BL-P-BER-PV	97192600	207004							
38	BERK-TEK LLC	10032459, CATEGORY 6 UTP NON-PLENUM CABLE	M	6NP4P24-WH-P-BER-PV	97193145	150000							
39	BERK-TEK LLC	10136230, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-WH-P-BER-AP-NS	25101608	123000							
40	BERK-TEK LLC	11083158, CAT6A PLENUM	M	6AP4P24-GN-R-BER-AP-FH	25694756	56200							
41	BERK-TEK LLC	10137385, CAT6A PLENUM	M	6AP4P24-YL-R-BER-AP	25091874	40004							
42	BERK-TEK LLC	PDR024AB0707, SINGLE MODE DISTRIBUTION CABLE RISER	EA	S-RN-24-DN-YL-BER	99478040	15084							
43	BERK-TEK LLC	11085661, CAT6A PLENUM	M	6AP4P24-VI-R-BER-AP-FH	25700456	45000							
44	BERK-TEK LLC	10032419, CAT.5EXH UTP NON-PLENUM EXTRA HEADROOM CABLE	M	5EXHNP4P24-YL-P-BER-PV	95033619	152000							
45	BERK-TEK LLC	10032528, CATEGORY 5E UTP NON-PLENUM CABLE	M	5ENP4P24-BL-P-BER-PV	99477809	193000							
46	BERK-TEK LLC	10071496, ALL CAT 5, T3 & 5EXH OUTSIDE PLANT AND INDOOR/OUTDOOR CABLES	M	5EO4P24-BK-R-BER-NR	22105807	96150							
47	BOGEN COMMUNICATIONS INC	SPEAKER CEILING 2 X 2 PANEL, VOICE SECURITY NOTIF	EA	CSD2X2	22121345	442							
48	CHATSWORTH PRODUCTS INCORPORATED	UNIV HORZ CBL MNGR 19IN 2, METAL FRAMES/RACKS & AUXILIARY PRODUCTS	EA	30130-719	22007599	1682							
49	CHATSWORTH PRODUCTS INCORPORATED	STANDARD 19IN RACK BLK, METAL FRAMES/RACKS & AUXILIARY PRODUCTS	EA	55053-703	94058665	283							
50	CHATSWORTH PRODUCTS INCORPORATED	12IN CABLE RWAY TUBE BLK, METAL FRAMES/RACKS & AUXILIARY PRODUCTS	EA	10250-712	94058656	246							
51	CLARITY DIV. OF VALCOM	LAY IN CEILING SPEAKER UL 2 X 2 PKG OF 2, PAGING EQUIPMENT INCL AMPLIFIERS, SPEAKERS	EA	S-522B-2	25566327	3762							
52	COMMSCOPE TECHNOLOGIES LLC.	6504+ WHITE 8773714/10, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-WH-P-CMS-TPNS	25362786	895000							
53	COMMSCOPE TECHNOLOGIES LLC.	2091B BLUE 760107201, CAT6A PLENUM	M	6AP4P24-BL-P-MAX-AP	25236662	252000							
54	COMMSCOPE TECHNOLOGIES LLC.	2071E WHITE 700208101, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-WH-P-MAX-AP	96096826	390000							
55	COMMSCOPE TECHNOLOGIES LLC.	TE640R-BL02, CAT6A PVC	M	6ANP4P24-BL-R-TEC-PV	25097811	443000							
56	COMMSCOPE TECHNOLOGIES LLC.	1071E SLATE 700211931, CATEGORY 6 UTP NON-PLENUM CABLE	M	6NP4P24-GY-P-MAX-PV	96096777	543000							
57	COMMSCOPE TECHNOLOGIES LLC.	2071E BLUE 700208093, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-BL-P-MAX-AP	96096815	236000							
58	COMMSCOPE TECHNOLOGIES LLC.	D-288-LA-8W-F12NS/8107307/DB, SINGLE-MODE OUTSIDE PLT/RO/ARMOURED LTA-CTA	EA	S-OP-288-LA-A-3E-BK-CMB-CUT REE	25699806	60764							
59	COMMSCOPE TECHNOLOGIES LLC.	2071E YELLOW 700210123, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-YL-P-MAX-AP	96096817	199000							
60	COMMSCOPE TECHNOLOGIES LLC.	6504+ BLUE 8773614/10, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-BL-P-CMS-TPNS	25362785	464000							
61	COMMSCOPE TECHNOLOGIES LLC.	D-288-LN-8W-F12NS 8107367/DB, SINGLE-MODE OUTSIDE PLANT/RO-LT-CT	M	S-OP-288-LT-A-3E-BK-CMB	25386706	60366							
62	COMMSCOPE TECHNOLOGIES LLC.	2071E SPRING GREEN 700210164, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-GN-P-MAX-AP	96096821	206000							
63	COMMSCOPE TECHNOLOGIES LLC.	2071E LILAC 700210214, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-LL-P-MAX-AP	96096808	238000							
64	COMMSCOPE TECHNOLOGIES LLC.	2061F BLUE 760041913, CAT. 5EXH UTP PLENUM EXTRA HEADROOM CABLE	M	5EXHP4P24-BL-P-MAX-GP	96077777	323000							
65	COMMSCOPE TECHNOLOGIES LLC.	2061F WHITE 760041921, CAT. 5EXH UTP PLENUM EXTRA HEADROOM CABLE	M	5EXHP4P24-WH-P-MAX-AP	96077774	261000							
66	COMMSCOPE TECHNOLOGIES LLC.	TE640PF-BL02, CAT6A PLENUM FTP	M	6AP4P24-S-BL-R-TEC-AP	25064398	135000							
67	COMMSCOPE TECHNOLOGIES LLC.	360 IPATCH 1100 GS3 EVOLVE 48P PANEL, PATCH PANELS	EA	760201111	25726736	133							
68	COMMSCOPE TECHNOLOGIES LLC.	1071E LIGHT BLUE 700211964, CATEGORY 6 UTP NON-PLENUM CABLE	M	6NP4P24-LB-P-MAX-PV	96096778	294000							
69	COMMSCOPE TECHNOLOGIES LLC.	7504 BLUE 4763214/10, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-BL-P-CMS-AP	25270194	168000							
70	COMMSCOPE TECHNOLOGIES LLC.	TE520P-BLII, CAT. 5EXH UTP PLENUM EXTRA HEADROOM CABLE	M	5EXHP4P24-BL-P-TEC-AP	97272675	304000							
71	COMMSCOPE TECHNOLOGIES LLC.	MPS100E OUTLET-ORANGE, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	108232703	98293245	8225							
72	COMMSCOPE TECHNOLOGIES LLC.	MGS400 ORANGE OUTLET, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	700206683	22005525	4726							
73	COMMSCOPE TECHNOLOGIES LLC.	CAT6 48 PT SL SRS PTCH PL, PATCH PANELS	EA	1375015-2	22126726	130							

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74	COMMSCOPE TECHNOLOGIES LLC.	TE620P-BLII, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-BL-P-TEC-AP	25446957	87000							
75	COMMSCOPE TECHNOLOGIES LLC.	CC0020909/1, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	UNJ600-RD	22117567	7618							
76	COMMSCOPE TECHNOLOGIES LLC.	1071E YELLOW 700211998, CATEGORY 6 UTP NON-PLENUM CABLE	M	6NP4P24-YL-P-MAX-PV	96096790	172000							
77	COMMSCOPE TECHNOLOGIES LLC.	760103945, SINGLE-MODE OUTSIDE PLT/RO/ARMoured LTA-CTA 6NF4+ BLACK 4665904/10, ALL CATEGORY 6 & 6A OUTSIDE PLANT AND INDOOR/OUTDOOR CABLES	EA	S-OP-288-LJ-A-3E-BK-MAX	25819381	10200							
78	COMMSCOPE TECHNOLOGIES LLC.	604P24-BK-R-CMS-NR	M	604P24-BK-R-CMS-NR	22110849	114000							
79	COMMSCOPE TECHNOLOGIES LLC.	1071E BLUE 760004689, CATEGORY 6 UTP NON-PLENUM CABLE	M	6NP4P24-BL-P-MAX-PV	25014860	137000							
80	COMMSCOPE TECHNOLOGIES LLC.	75N4 BLUE 4662014/10, CATEGORY 6 UTP NON-PLENUM CABLE	M	6NP4P24-BL-P-CMS-PV	25372738	204000							
81	COMMSCOPE TECHNOLOGIES LLC.	MGS400 BLUE OUTLET, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	700206758	22005549	4278							
82	COMMSCOPE TECHNOLOGIES LLC.	GS8E-DG-10FT, SOLID & STRANDED CONDUCTOR PATCH CORDS	EA	CPC3312-03F010	22005460	3400							
83	COMMSCOPE TECHNOLOGIES LLC.	058514-000, 7060S AND ACCESSORIES	EA	FOSC450-B6-6-NT-0-B3V	22110911	126							
84	COMMSCOPE TECHNOLOGIES LLC.	2227V WHITE 4112704/10, COAX - RG6 (ALL EXCEPT OUTDOOR , MILITARY & MINIATURE)	M	RG6U-P-AQ-TC-R-CMS	94023846	80000							
85	COMMSCOPE TECHNOLOGIES LLC.	5E55 BLUE 4759014/10, CATEGORY 5E UTP PLENUM CABLE	M	5EP4P24-BL-P-CMS-FP	99426464	161000							
86	COMMSCOPE TECHNOLOGIES LLC.	1091B BLUE 760105759, CAT6A PVC	M	6ANP4P24-BL-R-MAX-PV	22129090	75000							
87	COMMSCOPE TECHNOLOGIES LLC.	TE620P-WTII, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-WH-P-TEC-AP	25422832	73000							
88	COMMSCOPE TECHNOLOGIES LLC.	MGS400 YELLOW OUTLET, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	700206691	22005535	3684							
89	COMMSCOPE TECHNOLOGIES LLC.	GS8E-DG-7FT, SOLID & STRANDED CONDUCTOR PATCH CORDS	EA	CPC3312-03F007	22005457	3667							
90	COMMSCOPE TECHNOLOGIES LLC.	TE C6A UTP PC 10 FT BLU 568B, SOLID & STRANDED CONDUCTOR PATCH CORDS	EA	TCPC-6ARUVB-BL10F	25050876	2100							
91	COMMSCOPE TECHNOLOGIES LLC.	2071E SLATE 700214372, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-GY-P-MAX-AP	99969438	45000							
92	COMMSCOPE TECHNOLOGIES LLC.	CAT 6 SL 110 MOD JACK BLK, DATA WIRING DEVICES	EA	1375055-2	99714492	3733							
93	COMMSCOPE TECHNOLOGIES LLC.	UNC6-YL-15FT, TELECOMMUNICATION PRODUCTS INSIDE PLANT	EA	UC1BBB2-09F015	25089242	2253							
94	COMMSCOPE TECHNOLOGIES LLC.	MGS400 GREEN OUTLET, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	700206709	22005537	2940							
95	COMMSCOPE TECHNOLOGIES LLC.	CC0020917/1, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	UNJ600-BL	22117568	4557							
96	COMMSCOPE TECHNOLOGIES LLC.	MGS400 IVORY OUTLET, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	700206717	22005539	2551							
97	COMMSCOPE TECHNOLOGIES LLC.	MGS400 WHITE OUTLET, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	700206725	22005540	2714							
98	COMMSCOPE TECHNOLOGIES LLC.	UNC6-YL-7FT, TELECOMMUNICATION PRODUCTS INSIDE PLANT	EA	UC1BBB2-09F007	25089239	2867							
99	COMMSCOPE TECHNOLOGIES LLC.	CAT 6A UNSHIELD JACK W/ODUST COVER BLUE, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	1933476-6	25574267	2344							
100	COMMSCOPE TECHNOLOGIES LLC.	5NF4 BLACK 4286104/10, ALL CAT 5, T3 & 5EXH OUTSIDE PLANT AND INDOOR/OUTDOOR CABLES	M	5EXHO4P24-BK-R-CMS-NR-OT	96048169	84000							
101	COMMSCOPE TECHNOLOGIES LLC.	2071E BLACK 700210222, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-BK-R-MAX-AP	96096810	48000							
102	CORNING OPTICAL COMMUNICATIONS	EDGE8 UNIV MOD 8F LCDUP/MTP OM3/4, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	ECM8-UM08-05-E6Q-ULL	25721835	1689							
103	CORNING OPTICAL COMMUNICATIONS	EDGE UNIV MODULE 12FBR 50UM PRETIUM 300, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	ECM-UM12-05-93T	25255906	1121							
104	CORNING OPTICAL COMMUNICATIONS	CLOSET CONN HSG 1U F/2 PNLS, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	CCH-01U	25415405	454							
105	CORNING OPTICAL COMMUNICATIONS	UNICAM CONN LC ORGANIZER 25PK OS2, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	95-200-99-Z	25314197	209							
106	CORNING OPTICAL COMMUNICATIONS	LC ANAEROBIC CONNECT SM, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	95-201-98-SP	22120447	11124							

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107	CORNING OPTICAL COMMUNICATIONS	CCH SPLICE CASSETTE 24F SM LC, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	CCH-CS24-A9-P00RE	25437718	133							
108	CORNING OPTICAL COMMUNICATIONS	SINGLE MODE SC CONN, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	95-200-41	25314192	5516							
109	CORNING OPTICAL COMMUNICATIONS	CCH SPLICE CASSETTE12F SM LC, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	CCH-CS12-A9-P00RE	25437717	219							
110	CORNING OPTICAL COMMUNICATIONS	CLOSET CONN HSG 4U F/12 PNLS, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	CCH-04U	25415408	224							
111	CORNING OPTICAL COMMUNICATIONS	144 FIBER SINGLEMODE SISA GEL-FREE, SINGLE-MODE OUTSIDE PLT/RO/ARMOURED LTA-CTA	M	S-OP-144-LA-A-3E-BK-SIC-CUT REEL	25699792	46728							
112	CORNING OPTICAL COMMUNICATIONS	SC SM UNICAM CONN, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	95-200-41-Z	25314194	161							
113	CORNING OPTICAL COMMUNICATIONS	CCH PNL W/12 LC DUPLEX SM, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	CCH-CP24-A9	22054975	382							
114	CORNING OPTICAL COMMUNICATIONS	LC SENIOR UNICAM SM, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	95-200-99	25314196	3613							
115	CORNING OPTICAL COMMUNICATIONS	CCH PNL W/6 LC DUPLEX SM, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	CCH-CP12-A9	22054973	648							
116	CORNING OPTICAL COMMUNICATIONS	CLOSET CONN HSG 2U F/4 PNLS, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	CCH-02U	25415406	217							
117	CORNING OPTICAL COMMUNICATIONS	FO CABLE 288F 4030 GRP 1ARMOR LITE GF, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	M	288EUC-T4101D20	25649848	20160							
118	CORNING OPTICAL COMMUNICATIONS	048EU4-T4701D20, SINGLE-MODE OUTSIDE PLANT/RO-LT-CT	M	S-OP-48-LT-A-4E-BK-SIC-5-CUT REEL	25449117	70163							
119	CORNING OPTICAL COMMUNICATIONS	CONN UNICAM CERAMIC ST-MM, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	95-000-51	96015246	3518							
120	CORNING OPTICAL COMMUNICATIONS	288EU4-T4700D20, SINGLE-MODE OUTSIDE PLANT/RO-LT-CT	M	S-OP-288-LT-A-3E-BK-SIC-24-CUT REEL	25686194	15232							
121	CORNING OPTICAL COMMUNICATIONS	CCH SPLICE CASSETTE 12 FIBER SC SM, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	CCH-CS12-59-P00RE	25416816	137							
122	CORNING OPTICAL COMMUNICATIONS	144EU4-T4701D20, SINGLE-MODE OUTSIDE PLANT/RO-LT-CT	M	S-OP-144-LT-A-4E-BK-SIC-16-CUT REEL	25449031	33486							
123	CORNING OPTICAL COMMUNICATIONS	UNICAM SGL MD PC ST CONN, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	95-200-51	25314193	3105							
124	CORNING OPTICAL COMMUNICATIONS	LC UNICAM 50UM OM3/OM4, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	95-050-99-X	22110797	2891							
125	CORNING OPTICAL COMMUNICATIONS	LC SENIOR UNICAM 62.5 MMF, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	95-000-99	22110795	3092							
126	CORNING OPTICAL COMMUNICATIONS	288EU4-T4100D20, SINGLE-MODE OUTSIDE PLANT/RO-LT-CT	M	S-OP-288-LT-A-3E-BK-SIC-24-OT	25238372	15420							
127	CORNING OPTICAL COMMUNICATIONS	002EB1-14100A20, SINGLE-MODE OUTSIDE PLANT/RO-LT-CT	M	S-OP-2-TD-G-3-BK-2.5K-SIC	25373754	265134							
128	CORNING OPTICAL COMMUNICATIONS	012EB4-14100A20, SINGLE-MODE OUTSIDE PLANT/RO-LT-CT	M	S-OP-12-ND-G-3E-BK-SIC-CUT REEL	25685872	170020							
129	CORNING OPTICAL COMMUNICATIONS	JUMPER 05 LC PC DUPLEX MM TO 05 LC P 2M, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	050502T5120002M	25296736	1201							
130	CORNING OPTICAL COMMUNICATIONS	12 FIBER JUMPER NON-PINNED TO NON-PINNED, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	J757512TE8-NB002M	25726103	140							
131	CORNING OPTICAL COMMUNICATIONS	048E88-61131-A3, SINGLE MODE DISTRIBUTION CABLE PLENUM	M	S-IPJ-48-DN-YL-SIC-CUT REEL	25501455	6221							
132	CORNING OPTICAL COMMUNICATIONS	JUMPER 05 LC PC DUPLEX MM TO 05 LC P 3M, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	050502T5120003M	25296737	1123							
133	CORNING OPTICAL COMMUNICATIONS	144EUC-T4101D20, SINGLE-MODE OUTSIDE PLT/RO/ARMOURED LTA-CTA	M	S-OP-144-LA-A-4E-BK-SIC-12	25361747	26000							
134	CORNING OPTICAL COMMUNICATIONS	CCH PNL 12 SIMPLEX SC/APC, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	CCH-CP12-6C	22108800	350							

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135	CORNING OPTICAL COMMUNICATIONS	024E88-33131-A3, SINGLE MODE DISTRIBUTION CABLE PLENUM	EA	S-IPJ-24-DN-YL-SIC-CUT REEL	25444954	10650							
136	CORNING OPTICAL COMMUNICATIONS	LC UNICAM 50UM OM2, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	95-050-99	22110796	2197							
137	CORNING OPTICAL COMMUNICATIONS	PNL W/6 SC DUPLX SM CERAMC, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	CCH-CP12-59	97221942	403							
138	CORNING OPTICAL COMMUNICATIONS	WALL MOUNT CROSS CONNECT/SPLICE, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	SPH-01P	25671435	465							
139	CORNING OPTICAL COMMUNICATIONS	024T88-33180-A3, MULTI-MODE DISTRIBUTION CABLE PLENUM	M	M-5-IPJ-24-DN-LE-AQ-CCS-CUT REE	22086255	7215							
140	CORNING OPTICAL COMMUNICATIONS	012K8F-31130-29, MULTI-MODE DISTRIBUTION CABLE RISER	M	M-RO-12-DN-A-L-BK-SIC-CUT REEL	22080700	17000							
141	CORNING OPTICAL COMMUNICATIONS	12-FBR CBL RSR SMFE, SINGLE-MODE OUTSIDE PLANT/RO-LT-CT	EA	012ECF-14101-20	25162476	12076							
142	CORNING OPTICAL COMMUNICATIONS	012E88-33131-A3, SINGLE MODE DISTRIBUTION CABLE PLENUM	M	S-IPJ-12-DN-YL-SIC-CUT REEL	25237137	13545							
143	CORNING OPTICAL COMMUNICATIONS	EDGE SPLICE CASSETTE LC UPC, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	EDGE-CS12-AE	25530969	168							
144	CORNING OPTICAL COMMUNICATIONS	12FBR CCH PNL W/ST SGLMOD, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	CCH-CP12-19T	99567269	373							
145	CORNING OPTICAL COMMUNICATIONS	UNICAM CONNECTOR ST-MM, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	95-000-50	96015245	2393							
146	CORNING OPTICAL COMMUNICATIONS	BUFFER TUBE FAN OUT KIT, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	FAN-BT25-12	94010572	1734							
147	CORNING OPTICAL COMMUNICATIONS	048ZU4-T4F22D20, SINGLE-MODE OUTSIDE PLANT/RO-LT-CT	M	S-OP-48-LT-A-3U-BK-SIC-5-B-CUT REE	25843903	30800							
148	CORNING OPTICAL COMMUNICATIONS	6 ADAPT S/M ST PANEL, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	CCH-CP06-19T	97191141	702							
149	CORNING OPTICAL COMMUNICATIONS	012E8F-31131-29, SINGLE MODE DISTRIBUTION CABLE RISER	M	S-RO-12-DN-A-BK-SIC-CUT REEL	22080703	32075							
150	CORNING OPTICAL COMMUNICATIONS	024E88-33131-A3, SINGLE MODE DISTRIBUTION CABLE PLENUM	M	S-IPJ-24-DN-YL-SIC-CUT REEL	25444954	8440							
151	CORNING OPTICAL COMMUNICATIONS	CCH SPLICE CASSETTE, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	CCH-CS	25415409	235							
152	CORTELCO	T-T DESK STD W/VOL CNTRL, ALL VOICE TELEPHONE INSTRUMENTS EXCEPT	EA	250044-VBA-20M	99456667	1818							
153	CORTELCO	7 SERIES LINE POWERED CID PH BLK ENHANCE, ALL VOICE TELEPHONE INSTRUMENTS EXCEPT	EA	273000-TP2-27E	25263857	619							
154	CORTELCO	7 SERIES SINGLE LINE CID TELEPHONE, ALL VOICE TELEPHONE INSTRUMENTS EXCEPT	EA	270000-TP2-27S	25102241	570							
155	CORTELCO	WALL F-M W/VOL CONTROL, ALL VOICE TELEPHONE INSTRUMENTS EXCEPT	EA	255444-VBA-20M	99456711	856							
156	CORTELCO	COLLEAGUE SPKR BLACK, ALL VOICE TELEPHONE INSTRUMENTS EXCEPT	EA	220300-VBA-27S	99510620	617							
157	CYBERPOWER SYSTEMS INC	1350VA 810W SINEWAVE LCD PFC 8 OUTLET, UPS & STANDBY POWER SUPPLIES	EA	CP1350PFCLCD	25370356	179							
158	EATON CORPORATION	ENVIRONMENTAL MONITORING PROBES, UPS & STANDBY POWER SUPPLIES	EA	EMP001	25708158	188							
159	EMERSON NETWORK POWER	RECTIFIER 2000W 48VDC, POWER SUPPLIES AND CHARGERS	EA	1R482000E	25475281	100							
160	GAI-TRONICS CORP	WEATHERPROOF FM 1 BUTTN EMER TEL, Security Alarm/Notif	EA	397-001	25358747	215							
161	GAI-TRONICS CORP	STROBE LED WITH CONSTANTON, Security Alarm/Notif	EA	530-001	25172924	102							
162	HUBBELL PREMISE WIRING	JACK HXJ CAT5E 8POS UNI A/B OR 25PK, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	HXJ5EOR25	99701435	304							
163	HUBBELL PREMISE WIRING	HDMI 110 VIDEO EXTENDER, DATA WALL PLATES	EA	IMH110ST2W	25643095	168							
164	HUBBELL PREMISE WIRING	JACK HXJ CAT6 8POS UNI A/B BL 25PK, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	HXJ6B25	99701448	183							

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165	HUBBELL PREMISE WIRING	ISTATION MOD HDMI 110 SET ACTIVE 2U OW, DATA WALL PLATES	EA	IMH110ST2OW	25541441	187							
166	HUBBELL PREMISE WIRING	C6ASPGY, CAT6A PLENUM	M	6AP4P24-GY-R-HBL-AP	25030913	45000							
167	KIDDE SAFETY	PHOTO SMOKE CO, FIRE EQUIPMENT	EA	21010333	25625918	1440							
168	LEVITON MANUFACTURING COMPANY, INC	CAT 6 48 PORT PATCH PANEL, PATCH PANELS	EA	69586-U48	22068115	201							
169	LEVITON MANUFACTURING COMPANY, INC	ATLAS-X1 CAT 6A UTP CONNECTOR WITH SHUTT, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	6AUJK-SW6	25698877	3509							
170	LEVITON MANUFACTURING COMPANY, INC	ATLAS-X1 CAT 6A UTP CONNECTOR WITH SHUTT, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	6AUJK-SC6	25698797	3363							
171	LEVITON MANUFACTURING COMPANY, INC	ATLAS-X1 CAT 6A UTP CONNECTOR WITH SHUTT, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	6AUJK-SE6	25698879	3162							
172	LEVITON MANUFACTURING COMPANY, INC	P-CORD 6 SLIM 7FT BLUE, SOLID & STRANDED CONDUCTOR PATCH CORDS	EA	6D460-7L	25120946	4397							
173	LEVITON MANUFACTURING COMPANY, INC	CAT 6 PATCH CORD SLIM 5FT ORANGE, SOLID & STRANDED CONDUCTOR PATCH CORDS	EA	6D560-5O	25806060	4150							
174	LEVITON MANUFACTURING COMPANY, INC	CAT 6+ ORANGE 25 PK, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	61110-BO6	22117352	135							
175	LEVITON MANUFACTURING COMPANY, INC	P-CORD 6A SLIM 10FT WH, SOLID & STRANDED CONDUCTOR PATCH CORDS	EA	6AS10-10W	25195399	2026							
176	LEVITON MANUFACTURING COMPANY, INC	P-CORD 6A SLIM 7FT WHITE, SOLID & STRANDED CONDUCTOR PATCH CORDS	EA	6AS10-7W	25195386	2135							
177	LEVITON MANUFACTURING COMPANY, INC	CAT 6 24 PORT PATCH PANEL, PATCH PANELS	EA	69586-U24	22068113	130							
178	LEVITON MANUFACTURING COMPANY, INC	CAT 6+ BLUE 25 PK, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	61110-BL6	22117353	124							
179	LEVITON MANUFACTURING COMPANY, INC	CAT 6 JACK BLUE, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	61110-RL6	22068152	3599							
180	LEVITON MANUFACTURING COMPANY, INC	KIT 12XPIGS 9U LC SM 3M, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	UPPLC-KIT	25390467	247							
181	LIEBERT CORPORATION	WEB CARD, LAN ELECTRONICS (LOCAL AREA NETWORK)	EA	IS-WEBCARD	25191997	144							
182	MOHAWK WIRE + CABLE CO	M57193B, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-BL-P-MOH-AP	99569206	447000							
183	MOHAWK WIRE + CABLE CO	M56093B, CAT. 5EXH UTP PLENUM EXTRA HEADROOM CABLE	M	5EXHP4P24-YL-P-MOH-AP	99479944	612000							
184	MOHAWK WIRE + CABLE CO	M58648, CAT6A PLENUM	M	6AP4P24-YL-R-MOH-AP	25042227	200000							
185	MOHAWK WIRE + CABLE CO	M58281B, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-BL-P-MOH-APCE	22054913	407000							
186	MOHAWK WIRE + CABLE CO	M58283B, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-YL-P-MOH-APCE	25044540	210000							
187	MOHAWK WIRE + CABLE CO	M57545B, CATEGORY 5E UTP PLENUM CABLE	M	5EP4P24-GY-P-MOH-AP	99485086	356000							
188	MOHAWK WIRE + CABLE CO	M58886, CAT6A PLENUM FTP	M	6AP4P24-S-YL-R-MOH-AP	25408765	51000							
189	MOHAWK WIRE + CABLE CO	M57546B, CATEGORY 5E UTP PLENUM CABLE	M	5EP4P24-BL-P-MOH-AP	99485085	265000							
190	MOHAWK WIRE + CABLE CO	M57197B, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-GN-P-MOH-AP	99881458	147000							
191	MOHAWK WIRE + CABLE CO	M57553B, CATEGORY 5E UTP NON-PLENUM CABLE	M	5ENP4P24-BL-P-MOH-PV	99510659	441000							
192	MOHAWK WIRE + CABLE CO	M56889B, CATEGORY 6 UTP NON-PLENUM CABLE	M	6NP4P24-WH-P-MOH-PV	99569208	180000							
193	MOHAWK WIRE + CABLE CO	M57550B, CATEGORY 5E UTP PLENUM CABLE	M	5EP4P24-YL-P-MOH-AP	99569451	223000							
194	MOHAWK WIRE + CABLE CO	M57547B, CATEGORY 5E UTP PLENUM CABLE	M	5EP4P24-WH-P-MOH-AP	99485084	148000							
195	MOHAWK WIRE + CABLE CO	M58772, ALL CATEGORY 6 & 6A OUTSIDE PLANT AND INDOOR/OUTDOOR CABLES	M	6IO-4P24-BK-R-MOH-NR	25090921	44000							
196	MOHAWK WIRE + CABLE CO	M57417RB, CATEGORY 6 EXH, UTP PLENUM EXTRA HEADROOM	M	6EXHP4P24-GY-S-MOH-AP	25187627	61000							
197	NEPTCO, INC.	POLY MULETAPE, PULLING LINE & ROPES	EA	WP1800P/3000FT	96064310	131							
198	OBERON WIRELESS	RIGHT ANGLE WALL MOUNTING BRACKET LCKING, SUPPLIES-OUTSIDE PLANT	EA	1012-00	25675709	830							
199	OBERON WIRELESS	WALL MOUNT BRACKET, CABLE TERMINALS AND BOXES	EA	1011-00	25644126	789							
200	OBERON WIRELESS	WIRELESS AP SECURE CEILING MOUNT LOCKI, SUPPLIES-OUTSIDE PLANT	EA	1052-CCOAP	25456332	157							
201	OFS FITEL LLC	AT-3BE12YT-096, 96/CS, SINGLE-MODE OUTSIDE PLANT/RO-LT-CT	CS	S-OP-96-LT-A-3E-BK-OFX-CUT REEL	25669158	89802							

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202	OFS FITEL LLC	AT-3BEH2YT-096 96 FIBER LT SJSA, SINGLE-MODE OUTSIDE PLT/RO/ARMOURED LTA-CTA	EA	S-OP-96-LA-A-3E-BK-OFX-CUT REEL	25360411	80356							
203	OFS FITEL LLC	AT-3BEH2YT-012 12 FIBER LT SJSA, SINGLE-MODE OUTSIDE PLT/RO/ARMOURED LTA-CTA	EA	S-OP-12-LA-A-3E-BK-OFX-CUT REEL	25360406	95652							
204	OFS FITEL LLC	216 FIBER SJ/SA SM DRY .35/.31/.25, SINGLE-MODE OUTSIDE PLANT/RO-LT-CT	M	AT-3BEH2YT-216	25372170	20106							
205	ORTRONICS INCORPORATED	48PORT CAT6A FLAT PATCH PANEL 110/6PORT, PATCH PANELS	EA	OR-PHD6AU48	25404206	326							
206	ORTRONICS INCORPORATED	TRACJACK CAT6A CLARITY T568A/B FOG WHITE, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	OR-TJ6A	25405239	6240							
207	ORTRONICS INCORPORATED	48PORT 110/6PORT PANEL CAT6 HD CLARITY, PATCH PANELS	EA	OR-PHD66U48	99945304	173							
208	ORTRONICS INCORPORATED	SII CAT6 CLARITY 2 PORT FOGWHITE, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	OR-S22600	22037082	3035							
209	ORTRONICS INCORPORATED	48 PORT 110/6PORT C5E HDCLARITY, PATCH PANELS	EA	OR-PHD5E6U48	22037815	155							
210	ORTRONICS INCORPORATED	RACKMNT 6/DUP/SC CER RECE, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	OR-625MMC-12PE1RB	99505835	128							
211	ORTRONICS INCORPORATED	WIRE MGMT PANEL 1.75 X 19, METAL FRAMES/RACKS & AUXILIARY PRODUCTS	EA	OR-60400131	97209349	601							
212	ORTRONICS INCORPORATED	CAT6A 2FT PLENUM WHITE, SOLID & STRANDED CONDUCTOR PATCH CORDS	EA	OR-SC6AP02DA-09	25819789	1800							
213	ORTRONICS INCORPORATED	24PORT 110/6PORT PANEL CAT6 HD CLARITY, PATCH PANELS	EA	OR-PHD66U24	99945302	126							
214	ORTRONICS INCORPORATED	CAT6 SII 1JK CLAR FGWT, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	OR-S21600	22037074	3068							
215	ORTRONICS INCORPORATED	CAT6A PATCH CORD YELLOW 3FT, SOLID & STRANDED CONDUCTOR PATCH CORDS	EA	OR-MC6A03-04	25689392	1965							
216	PANDUIT CORP	PUP6AM04WH-UG, CAT6A PLENUM	M	6AP4P23-WH-R-PAN-AP	25693365	217000							
217	PANDUIT CORP	PUP6004GR-W, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-GN-P-PAN-TP	25475143	239000							
218	PANDUIT CORP	CAT6 TX-6 8P8W MODULE BLUE, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	CJ688TGBU	25042005	10254							
219	PANDUIT CORP	PUP6004BU-UY, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-BL-S-PAN-TP	22123807	150000							
220	PANDUIT CORP	HD FLEX LC SPLICE/FAP CASSETTE 6-PORT D, FIBER OPTIC APPARATUS INCL SPLICES, ETC.	EA	FHS9N-12-10N	25815458	402							
221	PANDUIT CORP	CAT6 MINI-COM TX6 PLUS MOD RED, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	CJ688TGRD	25046159	7248							
222	PANDUIT CORP	MINI-COM TX-6 PLUS MODULE, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	CJ688TPGR	22065962	6690							
223	PANDUIT CORP	CAT6 MINI-COM TX6 PLUS MOD OFF WHT, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	CJ688TGIW	25046151	5014							
224	PANDUIT CORP	MINI-COM TX-6 PLUS MODULE, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	CJ688TPBU	22065959	4233							
225	PANDUIT CORP	AUG CAT 6 RJ45 10 GB/S 8-POS 8-WIRE UNIV, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	CJ6X88TGGR-24	25111156	3024							
226	PANDUIT CORP	VTR CBL MGT 6X6 FRT/REAR45RU, METAL FRAMES/RACKS & AUXILIARY PRODUCTS	EA	WMPVHC45E	25025397	114							
227	PANDUIT CORP	VTR CBL MGT 4X5 FRT/REAR45RU, METAL FRAMES/RACKS & AUXILIARY PRODUCTS	EA	WMPV45E	25025392	154							
228	PANDUIT CORP	MINI-COM TX6 10GIG MODULE VIOLET, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	CJ6X88TGVL	25002061	4611							
229	PANDUIT CORP	CAT6 MINI-COM TX6 PLUS MOD ORANGE, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	CJ688TGOR	25046158	3928							
230	PANDUIT CORP	MINICOM CAT5E JACK MODULE BLK, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	CJ5E88TGBL	25047859	5601							
231	PANDUIT CORP	PUP6AM04BU-UG, CAT6A PLENUM	M	6AP4P23-BL-R-PAN-AP	25694641	34000							
232	PANDUIT CORP	CAT 6 RJ45 8-POS 8-WIRE UNIV MOD BULK PA, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	CJ688TGGR-24	25111124	4248							
233	PANDUIT CORP	CAT6 MINI-COM TX6 PLUS MOD BLACK, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	CJ688TGBL	25046157	3169							

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234	PANDUIT CORP	PUP6AM04YL-UG, CAT6A PLENUM	M	6AP4P23-YL-R-PAN-AP	25713400	33000							
235	PANDUIT CORP	MINICOM CAT5E JACK MODULE BLUE, TELEPHONE WIRING DEVICES (JACKS & PLUGS)	EA	CJ5E88TGBU	25047861	4148							
236	PANDUIT CORP	HORZ MGR FRONT ONLY 2RU 3.7IN D, METAL FRAMES/RACKS & AUXILIARY PRODUCTS	EA	WMPF1E	22069416	532							
237	PARA SYSTEMS INC	SNMP CARD V3 SSL SECURITY, UPS & STANDBY POWER SUPPLIES	EA	SNMP-NV6	25407650	189							
238	PELCO	CAMERA INTEGRATION FEE PER CAMERA - EITH, Security CCTV/Surv	EA	DS-SW-CAM	25197599	659							
239	PELCO	DOME FIX STD INDOOR 12/24V NTSC 2.8-10.5, Security CCTV/Surv	EA	FD2-V10-6	25443152	165							
240	PLANTRONICS/SANTA CRUZ	CONVERTIBLE HEADSETDECT 6.0NA, ALL VOICE TELEPHONE INSTRUMENTS EXCEPT	EA	CS540	25393222	2830							
241	PLANTRONICS/SANTA CRUZ	CnvrTbl hdset DECT 6.0 w/HL10 Lifter, ALL VOICE TELEPHONE INSTRUMENTS EXCEPT	EA	CS540/HL10	25409312	1181							
242	PLANTRONICS/SANTA CRUZ	W740 SAVI 3 IN 1 CONVERTIBLE, HEADSETS & ACCESSORIES	EA	W740	25385627	786							
243	PLANTRONICS/SANTA CRUZ	ELEC HOOKSWITCH APC-42 CS500/SAVI, HEADSETS & ACCESSORIES	EA	38350-12	25671466	2533							
244	PLANTRONICS/SANTA CRUZ	W745 SAVI 3 IN 1 W DELUXE CHARGER, HEADSETS & ACCESSORIES	EA	W745	25394670	300							
245	PLANTRONICS/SANTA CRUZ	ENCOREPRO HW720, HEADSETS & ACCESSORIES	EA	HW720	25684758	501							
246	PLANTRONICS/SANTA CRUZ	SUPRAPLUS WIDEBAND, TELECOMMUNICATION PRODUCTS INSIDE PLANT	EA	HW251N	25085566	828							
247	PLANTRONICS/SANTA CRUZ	SUPRAPLUS WIDEBAND, TELECOMMUNICATION PRODUCTS INSIDE PLANT	EA	HW261N	25085563	583							
248	PLANTRONICS/SANTA CRUZ	COIL CB QD TO MLE MOD PLG, ALL VOICE TELEPHONE INSTRUMENTS EXCEPT	EA	26716-01	95000741	1347							
249	PLANTRONICS/SANTA CRUZ	HANDSET LIFTER, HEADSETS & ACCESSORIES	EA	HL10	99970722	812							
250	PLANTRONICS/SANTA CRUZ	ELEC HOOKSWITCH APV-63 CS500/SAVI, HEADSETS & ACCESSORIES	EA	38734-11	25414393	735							
251	PLANTRONICS/SANTA CRUZ	W740-MSAVI 3IN1CONVERTIBLEMOCDECT 6.0NA, HEADSETS & ACCESSORIES	EA	W740-M	25385628	146							
252	PLANTRONICS/SANTA CRUZ	ENCOREPRO HW540, HEADSETS & ACCESSORIES	EA	HW540	25684752	406							
253	PLANTRONICS/SANTA CRUZ	M22 AMP UPDT, HEADSETS & ACCESSORIES	EA	M22	25684767	386							
254	PLANTRONICS/SANTA CRUZ	SUPRAPLUS WIDEBAND MONAURAL HEADSET, HEADSETS & ACCESSORIES	EA	HW251	25177053	606							
255	PLANTRONICS/SANTA CRUZ	PLG PRG AMP W/10FT CORD, HEADSETS & ACCESSORIES	EA	P10	91010737	366							
256	PLANTRONICS/SANTA CRUZ	OTH HEADSETMONDECT 6.0NA, ALL VOICE TELEPHONE INSTRUMENTS EXCEPT	EA	CS510	25393224	134							
257	PLANTRONICS/SANTA CRUZ	ENCOREPRO HW710, HEADSETS & ACCESSORIES	EA	HW710	25684757	264							
258	PLANTRONICS/SANTA CRUZ	OTH HEADSETBINDECT 6.0NA, ALL VOICE TELEPHONE INSTRUMENTS EXCEPT	EA	CS520	25393223	110							
259	PLANTRONICS/SANTA CRUZ	WIRELESS HEADSET 86305-1, HEADSETS & ACCESSORIES	EA	CS530	25438331	118							
260	PLANTRONICS/SANTA CRUZ	BLACKWIRE C320, HEADSETS & ACCESSORIES	EA	BLACKWIRE C320	25422051	500							
261	POWER SONIC CORP	SEALED RECHARGEABLE BATTERY, BUILDERS PRODUCTS	EA	PS-121000	25265664	129							
262	POWER SONIC CORP	LEADACID BAT 7A 12V B/UPF1, ES BATTERIES, CIRCUIT BREAKERS, FUSES	EA	PS-1270F1	99847822	1139							
263	PROLABS USA INC	10GBASE-LR SFP+ 1310NM 10KM, TELECOMMUNICATION PRODUCTS INSIDE PLANT	EA	SFP-10G-LR-C	25837403	282							
264	SCHNEIDER ELECTRIC IT USA INC	APC SMART-UPS RT 2200 VA RM 120V, UPS & STANDBY POWER SUPPLIES	EA	SURTA2200RML2U	25281650	187							
265	SCHNEIDER ELECTRIC IT USA INC	RACK PDU 2G METERED ZEROU 8.6KW 208V (36, METAL FRAMES/RACKS & AUXILIARY PRODUCTS	EA	AP8865	25309530	218							
266	SCHNEIDER ELECTRIC IT USA INC	SMART UPS 1500VA LCD RM 2U 120V, UPS & STANDBY POWER SUPPLIES	EA	SMT1500RM2U	25362006	199							
267	SCHNEIDER ELECTRIC IT USA INC	UPS NETWORK MNGMNT CARD2 W/ENVIR MONITOR, UPS & STANDBY POWER SUPPLIES	EA	AP9631	25245365	317							

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268	SCHNEIDER ELECTRIC IT USA INC	UPS NETWORK MANAGEMENT CARD 2, UPS & STANDBY POWER SUPPLIES	EA	AP9630	25245363	464							
269	SCHNEIDER ELECTRIC IT USA INC	SMART-UPS X 1500VA RK/TWR LCD 120V W/ NT, UPS & STANDBY POWER SUPPLIES	EA	SMX1500RM2UNC	25265872	112							
270	SCHNEIDER ELECTRIC IT USA INC	REPLACEMENT BATTERY, METAL FRAMES/RACKS & AUXILIARY PRODUCTS	EA	RBC24	25084686	292							
271	SCHNEIDER ELECTRIC IT USA INC	APC SMART-UPS 1500VA LCD 120V, UPS & STANDBY POWER SUPPLIES	EA	SMT1500	25270525	148							
272	SCHNEIDER ELECTRIC IT USA INC	SMART UPS X 120V EXT BAT PK RACK/TWR, UPS & STANDBY POWER SUPPLIES	EA	SMX120RMBP2U	25386901	107							
273	SCHNEIDER ELECTRIC IT USA INC	REPLACEMENT BATTERY CARTRIDGE, METAL FRAMES/RACKS & AUXILIARY PRODUCTS	EA	RBC7	97212509	224							
274	SCHNEIDER ELECTRIC IT USA INC	APC SMART-UPS 750VA LCD 120V, UPS & STANDBY POWER SUPPLIES	EA	SMT750	25270528	123							
275	SCHNEIDER ELECTRIC IT USA INC	APC BACK-UPS RS 865 WATTS / 1500 VAINPUT, UPS & STANDBY POWER SUPPLIES	EA	BR1500G	25310308	150							
276	SCHNEIDER ELECTRIC IT USA INC	REPLACEMENT BATTERY CARTRIDGE #55, METAL FRAMES/RACKS & AUXILIARY PRODUCTS	EA	RBC55	25196593	106							
277	SCHNEIDER ELECTRIC IT USA INC	VERTICAL CABLE ORGZ NETSHELTERVX, METAL FRAMES/RACKS & AUXILIARY PRODUCTS	EA	AR8442	25011552	199							
278	SCHNEIDER ELECTRIC IT USA INC	SMART UPS RT TWO POST RAIL KIT, UPS & STANDBY POWER SUPPLIES	EA	AP9625	25161034	167							
279	SUPERIOR ESSEX INTERNATIONAL LP	6H-272-4A, CAT6A PVC	EA	6ANP4P24-WH-R-ESS-PV-FH	25262161	1134000							
280	SUPERIOR ESSEX INTERNATIONAL LP	6H-272-2B, CAT6A PLENUM	M	6AP4P24-BL-R-ESS-AP-FH	25215149	715000							
281	SUPERIOR ESSEX INTERNATIONAL LP	6H-272-2A, CAT6A PVC	M	6ANP4P24-BL-R-ESS-PV-FH	25262159	518000							
282	SUPERIOR ESSEX INTERNATIONAL LP	77-240-2B, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-BL-P-ESS-AP-CE	25060507	369000							
283	SUPERIOR ESSEX INTERNATIONAL LP	12288RD01, SINGLE-MODE OUTSIDE PLT/RO/ARMOURED LTA-CTA	EA	S-OP-288-LA-A-3E-BK-ESS/COR CUT	25810821	35100							
284	SUPERIOR ESSEX INTERNATIONAL LP	66-240-2B, CATEGORY 6 UTP PLENUM CABLE, 1000 FT/EA	EA	6P4P24-BL-P-ESS-AP	22108318	887000							
285	SUPERIOR ESSEX INTERNATIONAL LP	77-240-4B, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-WH-P-ESS-AP-CE	25060510	275048							
286	SUPERIOR ESSEX INTERNATIONAL LP	51-241-28, CATEGORY 5E UTP PLENUM CABLE	M	5EP4P24-BL-P-ESS-TP	99550304	368000							
287	SUPERIOR ESSEX INTERNATIONAL LP	122883D01, SINGLE-MODE OUTSIDE PLT/RO/ARMOURED LTA-CTA	EA	S-OP-288-LA-A-3E-BK-ESS-CUT REEL	25810518	21500							
288	SUPERIOR ESSEX INTERNATIONAL LP	77-246-2B, CATEGORY 6 UTP PLENUM CABLE	M	6P4P24-BL-S-ESS-AP-CE	22126653	169000							
289	SUPERIOR ESSEX INTERNATIONAL LP	77-240-2A, CATEGORY 6 UTP NON-PLENUM CABLE	M	6NP4P24-BL-P-ESS-PV-CE	25060502	252000							
290	SUPERIOR ESSEX INTERNATIONAL LP	52-241-28, CAT. 5EXH UTP PLENUM EXTRA HEADROOM CABLE	M	5EXHP4P24-BL-P-ESS-TP	96093589	211000							
291	SUPERIOR ESSEX INTERNATIONAL LP	51-240-25, CATEGORY 5E UTP NON-PLENUM CABLE	M	5ENP4P24-BL-P-ESS-PV	99550308	337000							
292	SUPERIOR ESSEX INTERNATIONAL LP	52-200-25, CAT.5EXH UTP NON-PLENUM EXTRA HEADROOM CABLE	M	5EXHNP4P24-BL-S-ESS-PV	96093579	338000							
293	SUPERIOR ESSEX INTERNATIONAL LP	W3012K101, SINGLE MODE DISTRIBUTION CABLE RISER	M	S-RO-12-DN-A-BK-ESS-CUT REEL-OT	25672283	100000							
294	SUPERIOR ESSEX INTERNATIONAL LP	54-246-2B, CATEGORY 6 EXH, UTP PLENUM EXTRA HEADROOM	M	6EXHP4P24-BL-S-ESS-AP	99847852	78000							
295	SUPERIOR ESSEX INTERNATIONAL LP	F460-006U32-E991, MULTI-MODE OUTSIDE PLANT / RO-LT-CT	EA	M-5-PO-6-CL-A-LX-BK-ESS	25835070	21902							
296	SUPERIOR ESSEX INTERNATIONAL LP	12144RD01, SINGLE-MODE OUTSIDE PLT/RO/ARMOURED LTA-CTA	EA	S-OP-144-LA-A-3E-BK-ESS/COR CUT	25810819	15305							
297	SUPERIOR ESSEX INTERNATIONAL LP	51-241-68, CATEGORY 5E UTP PLENUM CABLE	M	5EP4P24-YL-P-ESS-TP	22108083	183000							
298	SUPERIOR ESSEX INTERNATIONAL LP	6A-272-2B, CAT6A PLENUM	M	6AP4P24-BL-R-ESS-AP	25027756	56000							
299	SUPERIOR ESSEX INTERNATIONAL LP	52-240-55, CAT.5EXH UTP NON-PLENUM EXTRA HEADROOM CABLE	M	5EXHNP4P24-GN-P-ESS-PV	99565326	245000							
300	SUPERIOR ESSEX INTERNATIONAL LP	51-241-58, CATEGORY 5E UTP PLENUM CABLE	EA	5EP4P24-GN-P-ESS-TP	22066614	186000							
301	SUPERIOR ESSEX INTERNATIONAL LP	52-200-35, CAT.5EXH UTP NON-PLENUM EXTRA HEADROOM CABLE	M	5EXHNP4P24-GY-S-ESS-PV	96093582	224000							
302	SUPERIOR ESSEX INTERNATIONAL LP	09-116-02, RUS SPEC CABLE, ALUMINUM SHIELD	M	DB-600P24-AL-89-ESS-CUT REEL	25190018	1600							
303	SUPERIOR ESSEX INTERNATIONAL LP	04-001-68, ALL CATEGORY 6 & 6A OUTSIDE PLANT AND INDOOR/OUTDOOR CABLES	M	6-O4P24-BK-R-ESS-NR	25054353	75000							
304	SUPERIOR ESSEX INTERNATIONAL LP	18-475-33, CATEGORY 3 UTP NON-PLENUM CABLE	M	3NP25P24-GY-R-ESS-PV-CUTREEL	22103739	30605							
305	SUPERIOR ESSEX INTERNATIONAL LP	51-241-48, CATEGORY 5E UTP PLENUM CABLE	M	5EP4P24-WH-P-ESS-TP	99550305	139000							

ITEM	MFG NAME	DESCRIPTION	UOM	MANUFACTURER NUMBER	SUPPLIER #	ANNUAL USAGE	UNIT OF MEASURE	Manufacturer & Model # Offered	Price List Title & Date/No.	Price List Page	List Price (EA)	Off Price List Offered	Net Price after Discount
306	SUPERIOR ESSEX INTERNATIONAL LP	09-081-02, RUS SPEC CABLE, ALUMINUM SHIELD	M	DB-600P22-AL-89-ESS	98409477	900							
307	TALK-A-PHONE	ADA COMPLIANT PHONE, Security Alarm/Notif	EA	ETP-400	22118681	118							
308	TE CONNECTIVITY	WRP ARND RR SLV 500-1000, INSULATING MATERIAL, FIRE-STOP, TAPE & HEAT SHRINK	EA	CRSM-84/20-1200	92141098	265							
309	THE SIEMON COMPANY	4-PR SLD SYS 6 UTP 1000FT 23AWG RLX BL, CATEGORY 6 UTP PLENUM CABLE	EA	9C6P4-E3-06-RXA	22121737	501							
310	THE SIEMON COMPANY	CBL CPR CAT6 E3 4PR SLD UTP CMR WHT RIB, CATEGORY 6 UTP NON-PLENUM CABLE	EA	9C6R4-E3-02-RBA	25811570	200							
311	THOMAS & BETTS CORP - ELECTRICAL	1IN PLENUM ORG W/TAPE, CABLE PRESSURIZATION SYSTEMS & ACCESSORIES	EA	CF4X1C-CUT REEL	22063210	11830							
312	TONE COMMANDER SYSTEMS INC	ISDN PHONE 10 CALL APPEARANCES-S/T INTF, ALL VOICE TELEPHONE INSTRUMENTS EXCEPT	EA	8610T	25063551	162							
313	TRIPP LITE MANUFACTURING COMPANY	UNIV REPL BATT CARTRIDGE, UPS & STANDBY POWER SUPPLIES	EA	RBC51	22120760	570							
314	VALCOM INC	IP SOUNDPOINT SIP LAY-IN CEILING SPEAKER, VOICE SECURITY NOTIF	EA	VIP-402A	25783716	293							
315	VALCOM INC	IP 2X2 LAYIN CEILING SPEAKER WHITE, VOICE SECURITY NOTIF	EA	VIP-402A-IC	25681829	165							
316	VALCOM INC	LAY IN CEILING SPEAKER 2 X 2 PKG OF 2, VOICE SECURITY NOTIF	EA	V-9022A-2	98310489	836							
317	VALCOM INC	ENHANCED NTWK AUDIO PORT, VOICE SECURITY NOTIF	EA	VIP-801A	25681830	111							
318	VELCRO USA INCORPORATED	3/4IN VELCRO BLK 75FT, FASTENING DEVICES, & VELCRO	EA	189645	22075182	865							
319	WIREMOLD CO	STL RACEWAY 700 IVORY, STEEL SURFACE RACEWAY	EA	V700	88299220	41521							
320	WIREMOLD CO	STL RACEWAY BASE 10FT V4000 IVORY, STEEL SURFACE RACEWAY	EA	V4000B-10	93152491	7540							
321	WIREMOLD CO	STL RACEWAY 500 IVORY, STEEL SURFACE RACEWAY	EA	V500	88299213	35670							
322	WIREMOLD CO	OVER FLOOR RACEWAY BASE AND COVER, SPECIALTY RACEWAY	EA	OFRBC-8	25398697	880							
323	WIREMOLD CO	TPP IVRY 2-20A DPLX 10FT, STEEL POWER POLE	EA	25DTP-4	94025344	199							
324	WIREMOLD CO	STL DEVICE BOX IVORY, RACEWAY HARDWARD AND ACCESSORIES	EA	V5748	88299176	4092							

Proposer Name: _____

Authorized Signature: _____

PROPOSAL PRICE SHEET

INSTRUCTIONS :

For each category listed, state the manufacturer, price list, price list date and number, applicable column from price list, and the discount percentage off the price list you are offering. If you are offering a product category other than those listed below, identify the category and your offer in the row(s) labeled "Other." You may list up to three (3) manufacturers/price lists per category on this worksheet. If additional space is required, please insert additional rows listing your additional offers in the same format as this bid price sheet.

Category		Manufacturer	Price List Title	Price List Date/Number	Applicable Column	Discount Off Price List Offered
Conduit Bodies & Fittings	1					
	2					
	3					
Conduit, Channel & Fittings	1					
	2					
	3					
Control Equipment & Transformers	1					
	2					
	3					
Distribution Equipment	1					
	2					
	3					
Electrical Boxes and Covers	1					
	2					
	3					
Electrical Distribution	1					
	2					
	3					
Electrical Outlets and Switches	1					
	2					
	3					
Electronic Vehicle Fueling Stations	1					
	2					

Category		Manufacturer	Price List Title	Price List Date/Number	Applicable Column	Discount Off Price List Offered
	3					
Enclosures & Cabinets	1					
	2					
	3					
Fans, Heaters and Ventilation Equipment	1					
	2					
	3					
Flashlights & Batteries	1					
	2					
	3					
Fuses	1					
	2					
	3					
Lamps & Ballasts	1					
	2					
	3					
Lighting Fixtures	1					
	2					
	3					
Lugs, Terminals & Connectors	1					
	2					
	3					
Raceway & Plugmold	1					
	2					
	3					
Safety Switches	1					
	2					
	3					
Test Equipment	1					
	2					
	3					
	1					

Category		Manufacturer	Price List Title	Price List Date/Number	Applicable Column	Discount Off Price List Offered
Tools & Fasteners	2					
	3					
Wire & Cable	1					
	2					
	3					
Wiring Devices	1					
	2					
	3					
Other:	1					
	2					
	3					
Other:	1					
	2					
	3					
	1					
	2					
	3					
	1					
	2					
	3					

PROPOSAL PRICE SHEET

INSTRUCTIONS :

For each category listed, state the manufacturer, price list, price list date and number, applicable column from price list, and the discount percentage off the price list you are offering. If you are offering a product category other than those listed below, identify the category and your offer in the row(s) labeled "Other." You may list up to three (3) manufacturers/price lists per category on this worksheet. If additional space is required, please insert additional rows listing your additional offers in the same format as this bid price sheet.

Category		Manufacturer	Price List Title	Price List Date/Number	Applicable Column	Discount Off Price List Offered
Cable Management	1					
	2					
	3					
Datacom Cable	1					
	2					
	3					
Datacom Connectivity	1					
	2					
	3					
Networking	1					
	2					
	3					
Racks and Cabinets	1					
	2					
	3					
Power Products	1					
	2					
	3					
Tools and Test Equipment	1					
	2					
	3					
Physical Security and Access Control	1					
	2					

Category		Manufacturer	Price List Title	Price List Date/Number	Applicable Column	Discount Off Price List Offered
	3					
Wireless	1					
	2					
	3					
Solar	1					
	2					
	3					
Video Surveillance	1					
	2					
	3					
Voice Products	1					
	2					
	3					
Wire & Cable	1					
	2					
	3					
Other:	1					
	2					
	3					
Other:	1					
	2					
	3					
	1					
	2					
	3					
	1					
	2					
	3					

ADMINISTRATION AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL TERMS AND CONDITIONS

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

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

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

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

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

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

ARTICLE II

TERM OF AGREEMENT

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

ARTICLE III

REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities' Representations and Covenants.

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

tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

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

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

(a) **Corporate Commitment.**

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

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

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

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

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

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

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

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

(b) **Pricing Commitment.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

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

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

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

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

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

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

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

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

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

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

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

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

ARTICLE IV

PRICING AUDITS

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

ARTICLE V

FEES & REPORTING

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

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

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

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

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) U.S. Communities Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

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

ARTICLE VI

MISCELLANEOUS

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

6.2 Assignment.

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

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

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

U.S. Communities: U.S. Communities
9711 Washingtonian Blvd. Suite 100
Gaithersburg, MD 20878-7381
Attn: Program Manager Administration

Supplier: _____

Attn: U.S. Communities Program Manager

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank – Signatures Follow]

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: Kevin Juhring

Title: President

Supplier:

By _____

Name: _____

Title: _____

EXHIBIT A

MASTER AGREEMENT

(To Be Attached)

EXHIBIT B

SALES REPORT FORMAT

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
969000736	178	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1525.50
969000222	178	34888035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2015	3	1	1803.64
969000736	178	89494481	CITY OF LA/EN/IRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1825.05
969000736	178	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	45090.79
069002010	178	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2015	3	1	318.00
069001854	178	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2015	3	1	212.00
SALES REPORT DATA FORMAT													
Column Name	Required	Data Type	Length	Example	Comment								
TIN	Optional	Text	9	969000736	No Dash, Do not omit leading zero.								
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below								
Account No.	Yes	Text	25 max		Depends on supplier account no.								
Agency Name	Yes	Text	255 max		Los Angeles County								
Dept Name	Optional	Text	255 max		Purchasing Dept								
Address	Yes	Text	255 max										
City	Yes	Text	255 max	Los Angeles	Must be a valid City name								
State	Yes	Text	2	CA									
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code								
Agency Type	Yes	Number	2	30	See Agency Type Table Below								
Year	Yes	Number	4	2010									
Qtr	Yes	Number	1	4									
Month	Yes	Number	2	12									
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas								
Agency Type Table													
		Agency Type ID	Agency Type Description										
		10	K-12										
		11	Community College										
		12	College and University										
		20	City										
		21	City/Special District										
		22	Consolidated City/County										
		30	County										
		31	County/Special District										
		40	Federal										
		41	Crown Corporations										
		50	Housing Authority										
		90	State Agency										
		81	Independent Special District										
		82	Non-Profit										
		94	Other										

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

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

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

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

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

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

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

- A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?
YES____ NO____

- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states and the ability to deliver service in Alaska and Hawaii?
YES____ *NO____
(*If no, identify the states where you do not have the ability to provide service to Participating Public Agencies.)

- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES____ *NO____
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)

- D. Check which applies for your company sales last year in the United States:
____ Sales between \$0 and \$25,000,000
____ Sales between \$25,000,001 and \$50,000,000
____ Sales between \$50,000,001 and \$100,000,000
____ Sales greater than \$100,000,001

- E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?
YES____ NO____

- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES____ NO____

- G. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES____ NO____

- H. Will your company commit to the following program implementation schedule?
YES____ NO____

- I. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES____ NO____

Submitted by: _____

(Printed Name)

(Signature)

(Title)

(Date)

State of Oregon, State of Hawaii, State of Washington

Agency Name	State		
		Native Hawaiian Hospitality	
Malama Honua Public Charter School	HI	Association	HI
ST JOHN THE BAPTIST	HI	Islands Hospice Inc	HI
Waimanalo Elementary and Intermediate School	HI	St. Theresa School	HI
Kailua High School	HI	Hawaii Peace and Justice	HI
PACIFIC BUDDHIST ACADEMY	HI	Kauai Youth Basketball Association	HI
HAWAII TECHNOLOGY ACADEMY	HI	NA HALE O MAUI	HI
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI	LEEWARD HABITAT FOR HUMANITY	HI
MARYKNOLL SCHOOL	HI	WAIANAЕ COMMUNITY OUTREACH	HI
ISLAND SCHOOL	HI	NA LEI ALOHA FOUNDATION	HI
STATE OF HAWAII, DEPT. OF EDUCATION	HI	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	HI
KE KULA O S. M. KAMAKAU	HI	BUILDING INDUSTRY ASSOCIATION OF HAWAII	HI
KAMEHAMEHA SCHOOLS	HI	UNIVERSITY OF HAWAII FEDERAL CREDIT UNION	HI
HANAHAU`OLI SCHOOL	HI	LANAKILA REHABILITATION CENTER INC.	HI
KIHEI CHARTER SCHOOL	HI	POLYNESIAN CULTURAL CENTER	HI
EMMANUAL LUTHERAN SCHOOL	HI	CTR FOR CULTURAL AND TECH	
School Lunch Program	HI	INTERCHNG BETW EAST AND WEST	HI
Ewa Makai Middle School	HI	BISHOP MUSEUM	HI
Variety School of Hawaii	HI	ALOHOLIC REHABILITATION SVS OF HI	
Our Savior Lutheran School	HI	INC DBA HINA MAUKA	HI
BOARD OF WATER SUPPLY	HI	ASSOSIATION OF OWNERS OF KUKUI	
MAUI COUNTY COUNCIL	HI	PLAZA	HI
Kauai County Council	HI	MAUI ECONOMIC DEVELOPMENT	
Honolulu Fire Department	HI	BOARD	HI
COUNTY OF MAUI	HI	NETWORK ENTERPRISES, INC.	HI
Lanai Community Health Center	HI	HONOLULU HABITAT FOR HUMANITY	HI
Maui High Band Booster Club	HI	ALOHACARE	HI
Big Brothers Big Sisters	HI	ORI ANUENUE HALE, INC.	HI
Tri-Isle Resource Conservation and Development District	HI	IUPAT, DISTRICT COUNCIL 50	HI
Olanur	HI	GOODWILL INDUSTRIES OF HAWAII, INC.	HI
Kumulani Chapel	HI	HAROLD K.L. CASTLE FOUNDATION	HI
Chamber of Commerce Hawaii	HI	MAUI ECONOMIC OPPORTUNITY, INC.	HI
Naalehu Assembly of God	HI	EAH, INC.	HI
outrigger canoe club	HI		
One Kalakaua	HI		

PARTNERS IN DEVELOPMENT FOUNDATION	HI	Maui Aids Foundation Inc	HI
HABITAT FOR HUMANITY MAUI	HI	Pukalani Baptist Church	HI
W. M. KECK OBSERVATORY	HI	Puu Heleakala Community Association	HI
HAWAII EMPLOYERS COUNCIL	HI	Saint Louis School	HI
HAWAII STATE FCU	HI	Kailua Racquet Club, Ltd.	HI
MAUI COUNTY FCU	HI	Homewise Inc.	HI
PUNAHOU SCHOOL	HI	Hawaii Baptist Academy	HI
YMCA OF HONOLULU	HI	Kroc Center Hawaii	HI
EASTER SEALS HAWAII	HI	Kupu	HI
AMERICAN LUNG ASSOCIATION	HI	University of the Nations	HI
Pohaha I Ka Lani	HI	ARGOSY UNIVERSITY	HI
Hawaii Area Committee	HI	HAWAII PACIFIC UNIVERSITY	HI
Tri-Isle RC&D	HI	UNIVERSITY OF HAWAII AT MANOA	HI
Lanai Federal Credit Union	HI	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	HI
Aloha United Way	HI	BRIGHAM YOUNG UNIVERSITY - HAWAII	HI
Kipuka o Ke Ola	HI	University Clinical Research and Association	HI
READ TO ME INTERNATIONAL FOUNDATION	HI	Hawaii Medical College	HI
MAUI FAMILY YMCA	HI	CHAMINADE UNIVERSITY OF HONOLULU	HI
WAILUKU FEDERAL CREDIT UNION	HI	Ricoh	HI
ST. THERESA CHURCH	HI	ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII	HI
HALE MAHAOLU	HI	Hawaii Information Consortium	HI
West Maui Community Federal Credit Union	HI	Leeward Community Church	HI
Hawaii Island Humane Society	HI	E Malama In Keiki O Lanai	HI
Western Pacific Fisheries Council	HI	Keawala'i Congregational Church	HI
Kama'aina Care Inc	HI	Lanai Community Hospital	HI
International Archaeological Research Institute, Inc.	HI	Angels at Play Preschool & Kindergarten	HI
Community Empowerment Resources	HI	Queen Emma Gardens AOA	HI
Tutu and Me Traveling Preschool	HI	FAMILY SUPPORT SERVICES OF WEST HAWAII	HI
First United Methodist Church	HI	Honolulu Community College	HI
United Chinese Society	HI	COLLEGE OF THE MARSHALL ISLANDS	HI
Haggai Institue	HI	DOT Airports Division Hilo	
St. Francis Healthcare System	HI	International Airport	HI
AOAO Royal Capitol Plaza	HI	Judiciary - State of Hawaii	HI
Kumpang Lanai	HI	ADMIN. SERVICES OFFICE	HI
Child and Family Service	HI	SOH- JUDICIARY CONTRACTS AND PURCH	HI
MARINE SURF WAIKIKI, INC.	HI		
Hawaii Health Connector	HI		
Hawaii Carpenters Market Recovery Program Fund	HI		

STATE DEPARTMENT OF DEFENSE	HI	Hanapepe	HI
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY	HI	Hauula	HI
HAWAII HEALTH SYSTEMS CORPORATION	HI	Hawaii National Park	HI
HAWAII AGRICULTURE RESEARCH CENTER	HI	Hawaiian Ocean View	HI
STATE OF HAWAII	HI	Hawi	HI
Third Judicial Circuit - State of Hawaii	HI	Hickam AFB	HI
State of Hawaii Department of Transportation	HI	Hilo	HI
Office of the Governor	HI	Holualoa	HI
State of Hawaii-Department of Health-Disability & Communication Access	HI	Honaunau	HI
State of Hawaii Department of Human Services	HI	Honokaa	HI
CITY AND COUNTY OF HONOLULU	HI	Honolulu	HI
Lanai Youth Center	HI	Honomu	HI
Silver Dolphin Bistro	HI	Hoolehua	HI
Commander, Navy Region Hawaii	HI	Kaaawa	HI
US Navy	HI	Kahuku	HI
Defense Information System Agency	HI	Kahului	HI
84th Engineer Battalion	HI	Kailua	HI
Department of Veterans Affairs	HI	Kailua Kona	HI
Hawaii County	HI	Kalaheo	HI
Honolulu County	HI	Kalaupapa	HI
Kauai County	HI	Kamuela	HI
Maui County	HI	Kaneohe	HI
Kalawao County	HI	Kapaa	HI
Aiea	HI	Kapaau	HI
Anahola	HI	Kapolei	HI
Barbers Point N A S	HI	Kaumakani	HI
Camp H M Smith	HI	Kaunakakai	HI
Captain Cook	HI	Kawela Bay	HI
Eleele	HI	Keaau	HI
Ewa Beach	HI	Kealakekua	HI
Fort Shafter	HI	Kealia	HI
Haiku	HI	Keauhou	HI
Hakalau	HI	Kekaha	HI
Haleiwa	HI	Kihei	HI
Hana	HI	Kilauea	HI
Hanalei	HI	Koloa	HI
Hanamaulu	HI	Kualapuu	HI
		Kula	HI
		Kunia	HI
		Kurtistown	HI
		Lahaina	HI
		Laie	HI
		Lanai City	HI

Laupahoehoe	HI	Hawaii Technology Institute	HI
Lawai	HI	Heald College - Honolulu	HI
Lihue	HI	Remington College - Honolulu Campus	HI
M C B H Kaneohe Bay	HI	University of Phoenix - Hawaii Campus	HI
Makawao	HI	Hawaii Community College	HI
Makaweli	HI	Honolulu Community College	HI
Maunaloa	HI	Kapiolani Community College	HI
Mililani	HI	Kauai Community College	HI
Mountain View	HI	Leeward Community College	HI
Naalehu	HI	Maui Community College	HI
Ninole	HI	University of Hawaii at Hilo	HI
Ocean View	HI	University of Hawaii at Manoa	HI
Ookala	HI	Windward Community College	HI
Paauhau	HI	Canby School District No 86	OR
Paauilo	HI	Central School District 13J (Polk County, Oregon)	OR
Pahala	HI	Milton-Freewater Unified School District No 7	OR
Pahoa	HI	Milton-Freewater Unified School District No 7	OR
Paia	HI	District No 7	OR
Papaalooa	HI	Scappoose Adventist School	OR
Papaikou	HI	Ontario School District 8C	OR
Pearl City	HI	Trillium Charter School	OR
Pearl Harbor	HI	Echo School District	OR
Pepeekeo	HI	Warrenton Hammond School	OR
Princeville	HI	Immanuel Lutheran School	OR
Pukalani	HI	The Emerson School	OR
Puunene	HI	Columbia Academy	OR
Schofield Barracks	HI	VALLEY CATHOLIC SCHL	OR
Tripler Army Medical Center	HI	CROOK COUNTY SCHOOL DISTRICT	OR
Volvano	HI	CORBETT SCHL DIST #39	OR
Wahiawa	HI	Trinity Lutheran Church and School	OR
Waialua	HI	Bethel School District #52	OR
Waianae	HI	OREGON CITY PUBLIC SCHL	OR
Waikoloa	HI	Ppmc Education Committee	OR
Wailuku	HI	Stayton Christian School	OR
Waimanalo	HI	South Columbia Family School	OR
Waimea	HI	Sunrise Preschool	OR
Waipahu	HI	St. Therese Parish/School	OR
Wake Island	HI	PINE-EAGLE SCHOOL DISTRICT 061	OR
Wheeler Army Airfield	HI	Portland YouthBuilders	OR
Brigham Young University - Hawaii	HI	Wallowa County ESD	OR
Chaminade University of Honolulu	HI	Fern Ridge School District 28J	OR
Hawaii Business College	HI	Knova Learning	OR
Hawaii Pacific University	HI	New Horizon Christian School	OR

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

GLADSTONE SCHOOL DISTRICT	OR	LOST RIVER JR/SR HIGH SCHOOL	OR
ASTORIA SCHOOL DISTRICT 1C	OR	KLAMATH FALLS CITY SCHOOLS	OR
SEASIDE SCHOOL DISTRICT 10	OR	LANE COUNTY SCHOOL DISTRICT 4J	OR
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	OR	SPRINGFIELD SCHOOL DISTRICT NO.19	OR
VERNONIA SCHOOL DISTRICT 47J	OR	CRESWELL SCHOOL DISTRICT	OR
SOUTH COAST EDUCATION SERVICE DISTRICT	OR	SOUTH LANE SCHOOL DISTRICT 45J3	OR
COOS BAY SCHOOL DISTRICT NO.9	OR	LANE COUNTY SCHOOL DISTRICT 69	OR
COOS BAY SCHOOL DISTRICT	OR	SIUSLAW SCHOOL DISTRICT	OR
NORTH BEND SCHOOL DISTRICT 13	OR	SWEET HOME SCHOOL DISTRICT NO.55	OR
COQUILLE SCHOOL DISTRICT 8	OR	LINN CO. SCHOOL DIST. 95C - SCIO SD	OR
MYRTLE POINT SCHOOL DISTRICT NO.41	OR	ONTARIO MIDDLE SCHOOL	OR
BANDON SCHOOL DISTRICT	OR	GERVAIS SCHOOL DIST. #1	OR
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	OR	NORTH SANTIAM SCHOOL DISTRICT 29J	OR
REDMOND SCHOOL DISTRICT	OR	JEFFERSON SCHOOL DISTRICT	OR
DESCHUTES COUNTY SD NO.6 - SISTERS SD	OR	SALEM-KEIZER PUBLIC SCHOOLS	OR
DOUGLAS EDUCATION SERVICE DISTRICT	OR	MT. ANGEL SCHOOL DISTRICT NO.91	OR
ROSEBURG PUBLIC SCHOOLS	OR	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	OR
GLIDE SCHOOL DISTRICT NO.12	OR	MORROW COUNTY SCHOOL DISTRICT	OR
SOUTH UMPQUA SCHOOL DISTRICT #19	OR	MULTNOMAH EDUCATION SERVICE DISTRICT	OR
YONCALLA SCHOOL DISTRICT NO.32	OR	GRESHAM-BARLOW SCHOOL DISTRICT	OR
ELKTON SCHOOL DISTRICT NO.34	OR	DALLAS SCHOOL DISTRICT NO. 2	OR
DOUGLAS COUNTY SCHOOL DISTRICT 116	OR	CENTRAL SCHOOL DISTRICT 13J	OR
HOOD RIVER COUNTY SCHOOL DISTRICT	OR	St. Mary Catholic School	OR
PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR	CROSSROADS CHRISTIAN SCHOOL	OR
CENTRAL POINT SCHOOL DISTRICT NO. 6	OR	ST. ANTHONY SCHOOL	OR
JACKSON CO SCHOOL DIST NO.9	OR	Pedee School	OR
ROGUE RIVER SCHOOL DISTRICT NO.35	OR	HERITAGE CHRISTIAN SCHOOL	OR
MEDFORD SCHOOL DISTRICT 549C	OR	BEND-LA PINE SCHOOL DISTRICT	OR
CULVER SCHOOL DISTRICT NO.	OR	GLENDALE SCHOOL DISTRICT	OR
JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR	LINCOLN COUNTY SCHOOL DISTRICT	OR
GRANTS PASS SCHOOL DISTRICT 7	OR	PORTLAND PUBLIC SCHOOLS	OR
		REYNOLDS SCHOOL DISTRICT	OR
		CENTENNIAL SCHOOL DISTRICT	OR
		NOBEL LEARNING COMMUNITIES	OR
		St. Stephen's Academy	OR
		McMinnville Adventist Christian School	OR
		Salem-Keizer 24J	OR
		McKay High School	OR
		Pine Eagle Charter School	OR
		Waldo Middle School	OR

OAKLAND SCHOOL DISTRICT 001	OR	COLTON SCHL DIST 53	OR
hermiston school district	OR	HARRISBURG SCHL DIST	OR
Clear Creek Middle School	OR	CENTRAL CURRY SCHL DIST#1	OR
Marist High School	OR	BNAI BRITH CAMP	OR
Victory Academy	OR	OREGON FOOD BANK	OR
Vale School District No. 84	OR	HOSANNA CHRISTIAN SCHL	OR
St. Mary School	OR	ABIQUA SCHL	OR
Junction City High School	OR	Auxiliary services	OR
Three Rivers School District	OR	Salem keizar school district	OR
Fern Ridge School District	OR	Scio High School	OR
JESUIT HIGH SCHL EXEC OFC	OR	Athena Weston School District 29RJ	OR
LASALLE HIGH SCHOOL	OR	Butte Falls School District	OR
Southwest Christian School	OR	Bend International School	OR
Willamette Christian School	OR	Imbler School District #11	OR
Westside Christian High School	OR	monument school	OR
CS LEWIS ACADEMY	OR	PENDLETON SCHOOL DISTRICT #16R	OR
Portland America School	OR	Ohara Catholic School	OR
Forest Hills Lutheran School	OR	MARCOLA SCHOOL DISTRICT 079J	OR
Mosier Community School	OR	LINN-BENTON-LINCOLN ESD	OR
Koreducators Lep High	OR	Reynolds High School	OR
Warrenton Hammond School District	OR	St. Paul School District	OR
Sutherlin School District	OR	Sabin-Schellenberg Technical Center	OR
Malheur Elementary School District	OR	St Paul Parish School	OR
Ontario School District	OR	Joseph School District	OR
Parkrose School District 3	OR	EagleRidge High School	OR
Riverdale School District 51J	OR	Grant Community School	OR
Tillamook School District	OR	Hope chinese charter	OR
Madeleine School	OR	Northwest Academy	OR
Union School District	OR	Sunny Wolf Charter School	OR
Helix School District	OR	MCKENZIE SCHOOL DISTRICT 068	OR
Riddle School District	OR	L'Etoiile French Immersion School	OR
Helix School Dist #1 R	OR	LA GRANDE SCHOOL DISTRICT 001	OR
Prospect School District	OR	FOSSIL SCHOOL DISTRICT 21J	OR
Ashbrook Independent School	OR	Marist Catholic High School	OR
Molalla River School District	OR	Springfield Public Schools	OR
Corvallis School District 509J	OR	Elgin school dist.	OR
Falls City School District #57	OR	PLEASANT HILL SCH DIST #1	OR
Portland Christian Schools	OR	Ukiah School District 80R	OR
LUCKIAMUTE VALLEY CHARTER SCHOOLS	OR	Lake Oswego Montessori School	OR
Insight School of Oregon Painted Hills	OR	North Powder Charter School	OR
Deer Creek Elementary School	OR	Siletz Valley School	OR
Yamhill Carlton School District	OR	ALLIANCE CHARTER ACADEMY	OR
		French American School	OR

Mastery Learning Institute	OR	Washington County Facilities & Park	
North Lake School District 14	OR	Services	OR
Early College High School	OR	Multnomah County Department of	
GILLIAM COUNTY OREGON	OR	Community Justice	OR
UMATILLA COUNTY, OREGON	OR	NORCOR Juvenile Detention	OR
DOUGLAS ELECTRIC COOPERATIVE,		Tillamook County Estuary	OR
INC.	OR	Job Council	OR
MULTNOMAH LAW LIBRARY	OR	BAKER CNTY GOVT	OR
clackamas county	OR	TILLAMOOK CNTY	OR
CLATSOP COUNTY	OR	CLACKAMS COUNTY COMMUNITY	
COLUMBIA COUNTY, OREGON	OR	CORRECTIONS	OR
coos county	OR	Multnomah County Dept of County	
CROOK COUNTY ROAD DEPARTMENT	OR	Assets	OR
CURRY COUNTY OREGON	OR	Wheeler County	OR
DESCHUTES COUNTY	OR	Clackamas County Service District #	
GILLIAM COUNTY	OR	1/Tri-City Service District	OR
GRANT COUNTY, OREGON	OR	Resource Connections of Oregon	OR
HARNEY COUNTY SHERIFFS OFFICE	OR	Lane County Sheriff's Office	OR
HOOD RIVER COUNTY	OR	Clatsop County Sheriff's Office	OR
jackson county	OR	Harney County Community Corrections	OR
josephine county	OR	Grant County Economic Developement	OR
klamath county	OR	Josephine County Public Works	OR
LANE COUNTY	OR	Clackamas County Juvenile Dept	OR
LINN COUNTY	OR	Columbia Basin Care Facility	OR
MARION COUNTY , SALEM, OREGON	OR	City of Seaside Police Department	OR
MULTNOMAH COUNTY	OR	Tamarack Aquatic Center	OR
SHERMAN COUNTY	OR	Seven Feathers Casino	OR
WASCO COUNTY	OR	Direction Service, Inc.	OR
YAMHILL COUNTY	OR	Oliver P Lent PTA	OR
WALLOWA COUNTY	OR	Kairos	OR
ASSOCIATION OF OREGON COUNTIES	OR	Willamette Valley Rehab Center	OR
NAMI LANE COUNTY	OR	St Paul Baptist Church	OR
BENTON COUNTY	OR	Long Tom Watershed Council	OR
DOUGLAS COUNTY	OR	San Martin Deporres Catholic Church	OR
JEFFERSON COUNTY	OR	Portland Parks Foundation	OR
LAKE COUNTY	OR	Sweet Home United Methodist Church	OR
LINCOLN COUNTY	OR	Math Learning Center, The	OR
POLK COUNTY	OR	Maranatha Church	OR
UNION COUNTY	OR	Cedar Hills Baptist Church	OR
WASHINGTON COUNTY	OR	Good Samaritan Ministries	OR
MORROW COUNTY	OR	Unitarian Universalist Church in	
Mckenzie Personnel Services	OR	Eugene	OR
		Emmanuel Bible Church	OR

Portland Community Media	OR	Children Center At Trinity	OR
La Pine Chamber of Commerce	OR	OUR SAVIOR'S LUTHERAN CHURCH	OR
Stone Creek Christian Church	OR	Beaverton Christians Church	OR
Rogue Valley Youth Football	OR	Oregon Humanities	OR
Bend Elks Lodge 1371	OR	St. Pius X School	OR
Friendly House, Inc.	OR	Community Connection of Northeast Oregon, Inc.	OR
Klamath Siskiyou Wildlands Center	OR	St Mark Presbyterian Church	OR
Grace Christian Fellowship	OR	Living Opportunities, Inc.	OR
Grants Pass Seventh-day Adventist Church	OR	Coos Art Museum	OR
Corvallis Waldorf School	OR	OETC	OR
Farmworkers Housing Development Corporation	OR	Blanchet House of Hospitality	OR
World Forestry Center	OR	Garten Services Inc	OR
Adapt	OR	Incite Incorporated	OR
Kid Time	OR	Merchants Exchange of Portland, Oregon	OR
Oregon Farm Bureau	OR	Coalition for a Livable Future	OR
Mt Emily Safe Center	OR	West Salem United Methodist	OR
Salem First Presbyterian Church	OR	Rogue River Watershed Council	OR
Rolling Hills Baptist Church	OR	Central Oregon Visitors Association	OR
Baker Elks	OR	Soroptimist International of Gold Beach, OR	OR
Gates Community Church of Christ	OR	Real Life Christian Church	OR
PIP Corps LLC	OR	Milwaukie-Portland Lodge No.142	
Turtle Ridge Wildlife Center	OR	Benevolent and Protective Order of Elk	OR
Grande Ronde Model Watershed Foundation	OR	Mainstage Theatre Company	OR
Western Environmental Law Center	OR	Dayton Christian Church	OR
Oregon District 7 Little League	OR	Delphian School	OR
Mercy Flights, Inc.	OR	AVON	OR
Metropolitan Contractor Improvement Partnership	OR	EPUD-Emerald People's Utility District	OR
The Christian Church of Hillsboro Oregon	OR	Human Solutions, Inc.	OR
Congregation Neveh Shalom	OR	The Wallace Medical Concern	OR
My Fathers House	OR	Boys & Girls Club of Salem, Marion & Polk Counties	OR
Step Forward Activities Inc	OR	The Ross Ragland Theater and Cultural Center	OR
HHoly Trinity Greek Orthodox Cathedral	OR	Cascade Health Solutions	OR
MECOP Inc.	OR	Umpqua Community Health Center	OR
Workforce Northwest Inc	OR	ALZHEIMERS NETWORK OF OREGON	OR
Lane Arts Council	OR	NATIONAL WILD TURKEY FEDERATION	OR
Building Healthy Family	OR	TILLAMOOK ESTUARIES PARTNERSHIP	OR
Intergral Youth Services	OR	LIFEWORKS NW	OR

Independent Development Enterprise Alliance	OR	RENEWABLE NORTHWEST PROJECT	OR
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	OR	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OR
HALFWAY HOUSE SERVICES, INC.	OR	CONSERVATION BIOLOGY INSTITUTE	OR
REDMOND PROFICIENCY ACADEMY	OR	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.	OR
OHSU FOUNDATION	OR	BLACHLY LANE ELECTRIC COOPERATIVE	OR
SHELTERCARE	OR	MORNING STAR MISSIONARY BAPTIST CHURCH	OR
PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR	NORTHWEST FOOD PROCESSORS ASSOCIATION	OR
PACIFIC INSTITUTES FOR RESEARCH	OR	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	OR
Mental Health for Children, Inc.	OR	OREGON EDUCATION ASSOCIATION	OR
The Dreaming Zebra Foundation	OR	HEARING AND SPEECH INSTITUTE INC	OR
LAUREL HILL CENTER	OR	SALEM ELECTRIC	OR
THE OREGON COMMUNITY FOUNDATION	OR	MORRISON CHILD AND FAMILY SERVICES	OR
OCHIN	OR	JUNIOR ACHIEVEMENT	OR
WE CARE OREGON	OR	CENTRAL BIBLE CHURCH	OR
SE WORKS	OR	MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL	OR
ENTERPRISE FOR EMPLOYMENT AND EDUCATION	OR	TRILLIUM FAMILY SERVICES, INC.	OR
OMNIMEDIX INSTITUTE	OR	YWCA SALEM	OR
PORTLAND BUSINESS ALLIANCE	OR	PORTLAND ART MUSEUM	OR
GATEWAY TO COLLEGE NATIONAL NETWORK	OR	SAINT JAMES CATHOLIC CHURCH	OR
FOUNDATIONS FOR A BETTER OREGON	OR	SOUTHERN OREGON HUMANE SOCIETY	OR
GOAL ONE COALITION	OR	VOLUNTEERS OF AMERICA OREGON	OR
ATHENA LIBRARY FRIENDS ASSOCIATION	OR	CENTRAL DOUGLAS COUNTY FAMILY YMCA	OR
Coastal Family Health Center	OR	METROPOLITAN FAMILY SERVICE	OR
CENTER FOR COMMUNITY CHANGE	OR	OREGON MUSUEM OF SCIENCE AND INDUSTRY	OR
STAND FOR CHILDREN	OR	FIRST UNITARIAN CHURCH	OR
ST. VINCENT DEPAUL OF LANE COUNTY	OR	ST. ANTHONY CHURCH	OR
EAST SIDE FOURSQUARE CHURCH	OR	Good Shepherd Medical Center	OR
CORVALLIS MOUNTAIN RESCUE UNIT	OR	Salem Academy	OR
InventSuccess	OR	GEN CONF OF SDA CHURCH WESTERN	OR
SHERIDAN JAPANESE SCHOOL FOUNDATION	OR	OR	OR
The Blosser Center for Dyslexia Resources	OR	PORTLAND ADVENTIST ACADEMY	OR
MOSAIC CHURCH	OR	ST VINCENT DE PAUL	OR
HOUSING AUTHORITY OF LINCOLN COUNTY	OR	OUTSIDE IN	OR

UNITED CEREBRAL PALSY OF OR AND SW WA	OR	CONTEMPORARY CRAFTS MUSEUM AND GALLERY	OR
WILLAMETTE VIEW INC.	OR	CITY BIBLE CHURCH	OR
PORTLAND HABILITATION CENTER, INC.	OR	OREGON LIONS SIGHT & HEARING FOUNDATION	OR
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR	PORTLAND WOMENS CRISIS LINE	OR
ROSE VILLA, INC.	OR	THE SALVATION ARMY - CASCADE DIVISION	OR
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR	WILLAMETTE FAMILY WHITE BIRD CLINIC	OR
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	OR	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	OR
ROGUE FEDERAL CREDIT UNION	OR	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	OR
Oregon Research Institute	OR	HOUSING NORTHWEST	OR
WILLAMETTE LUTHERAN HOMES, INC	OR	OREGON ENVIRONMENTAL COUNCIL	OR
LANE MEMORIAL BLOOD BANK	OR	MEALS ON WHEELS PEOPLE, INC.	OR
PORTLAND JEWISH ACADEMY	OR	FAITH CENTER	OR
LANECO FEDERAL CREDIT UNION	OR	Bob Belloni Ranch, Inc.	OR
GRANT PARK CHURCH	OR	GOOD SHEPHERD COMMUNITIES	OR
ST. MARYS OF MEDFORD, INC.	OR	SACRED HEART CATHOLIC DAUGHTERS	OR
US CONFERENCE OF MENONNITE BRETHREN CHURCHES	OR	HELP NOW! ADVOCACY CENTER	OR
FAITHFUL SAVIOR MINISTRIES	OR	TENAS ILLAHEE CHILDCARE CENTER	OR
OREGON CITY CHURCH OF THE NAZARENE	OR	SUNRISE ENTERPRISES	OR
OREGON COAST COMMUNITY ACTION EDUCATION NORTHWEST	OR	LOOKING GLASS YOUTH AND FAMILY SERVICES	OR
COMMUNITY ACTION TEAM, INC.	OR	SERENITY LANE	OR
EUGENE SYMPHONY ASSOCIATION, INC.	OR	EAST HILL CHURCH	OR
STAR OF HOPE ACTIVITY CENTER INC.	OR	LA GRANDE UNITED METHODIST CHURCH	OR
SPARC ENTERPRISES	OR	COAST REHABILITATION SERVICES	OR
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	OR	Edwards Center Inc	OR
SALEM ALLIANCE CHURCH	OR	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	OR
Lane Council of Governments	OR	NEW HOPE COMMUNITY CHURCH	OR
FORD FAMILY FOUNDATION	OR	KLAMATH HOUSING AUTHORITY	OR
TRAILS CLUB	OR	QUADRIPLIGICS UNITED AGAINST DEPENDENCY, INC.	OR
NEWBERG FRIENDS CHURCH	OR	SPONSORS, INC.	OR
WOODBURN AREA CHAMBER OF COMMERCE	OR	COLUMBIA COMMUNITY MENTAL HEALTH	OR
		ADDICTIONS RECOVERY CENTER, INC	OR

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

COUNCIL		OREGON PROGRESS FORUM	OR
THE EARLY EDUCATION PROGRAM, INC.	OR	CENTER FOR RESEARCH TO PRACTICE	OR
MACDONALD CENTER	OR	WESTERN RIVERS CONSERVANCY	OR
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.	OR	UNITED WAY OF THE COLUMBIA WILLAMETTE	OR
SELF ENHANCEMENT INC.	OR	EUGENE BALLET COMPANY	OR
FRIENDS OF THE CHILDREN	OR	EAST WEST MINISTRIES INTERNATIONAL	OR
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE	OR	SISKIYOU INITIATIVE	OR
COMMUNITY VETERINARY CENTER	OR	EDUCATIONAL POLICY IMPROVEMENT CENTER	OR
PORTLAND SCHOOLS FOUNDATION	OR	North Pacific District of Foursquare Churches	OR
SUSTAINABLE NORTHWEST	OR	CATHOLIC CHARITIES	OR
OREGON DEATH WITH DIGNITY	OR	FIRST CHURCH OF THE NAZARENE	OR
BIRCH COMMUNITY SERVICES, INC.	OR	WESTSIDE BAPTIST CHURCH	OR
BAY AREA FIRST STEP, INC.	OR	Housing Development Center	OR
OSLC COMMUNITY PROGRAMS	OR	Hoodview Christian Church	OR
EN AVANT, INC.	OR	Child Evangelism Fellowship	OR
ASHLAND COMMUNITY HOSPITAL	OR	Little Promises Children's Program	OR
NORTHWEST ENERGY EFFICIENCY ALLIANCE	OR	UNION GOSPEL MISSION	OR
BONNEVILLE ENVIRONMENTAL FOUNDATION	OR	GRACE BAPTIST CHURCH	OR
SUMMIT VIEW COVENANT CHURCH	OR	COMMUNITY ACTION ORGANIZATION	OR
SALMON-SAFE INC.	OR	OUTSIDE IN	OR
BETHEL CHURCH OF GOD	OR	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	OR
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL	OR	ELAW	OR
SAINT ANDREW NATIVITY SCHOOL	OR	COMMUNITY HEALTH CENTER, INC	OR
BARLOW YOUTH FOOTBALL	OR	Greater Portland INC	OR
SPOTLIGHT THEATRE OF PLEASANT HILL	OR	Eugene Builders Exchange	OR
FAMILIES FIRST OF GRANT COUNTY, INC.	OR	Boys & Girls Club of Corvallis	OR
TOUCHSTONE PARENT ORGANIZATION	OR	Southeast Uplift Neighborhood Coalition	OR
CANCER CARE RESOURCES	OR	First United Presbyterian Church	OR
CASCADIA REGION GREEN BUILDING COUNCIL	OR	PDX Wildlife	OR
SHERMAN DEVELOPMENT LEAGUE, INC.	OR	Friends of the Opera House	OR
SCIENCEWORKS	OR	Jackson-Josephine 4-C Council	OR
WORD OF LIFE COMMUNITY CHURCH	OR	North Coast Family Fellowship	OR
SOCIAL VENTURE PARTNERS	OR	P E C I	OR
PORTLAND	OR	Childsworld Learning Center	OR
		Portland Schools Alliance	OR
		New Artists Performing Arts Productions, Inc.	OR

Relief Nursery	OR	College United Methodist Church	OR
St. Mary's Episcopal Church	OR	The Collins Foundation	OR
Viking Sal Senior Center	OR	Prince of Peace Lutheran Church & School	OR
Boys and Girls Club of the rogue valley	OR	NEDCO	OR
Lincoln City Chamber of Commerce	OR	Salem Evangelical Church	OR
DrupalCon Inc., DBA Drupal Association	OR	Wild Lilac Child Development Community	OR
Albany Partnership for Housing and Community Development	OR	Daystar Education, Inc.	OR
SEED OF FAITH MINISTRIES	OR	Oregon Social Learning Center	OR
Hermiston Christian Center & School	OR	Pain Society of Oregon	OR
SALEM FREE CLINICS	OR	environmental law alliance worldwide	OR
Dress for Success Oregon	OR	Eugene Country Club	OR
Beaverton Rock Creek Foursquare Church	OR	Community in Action	OR
St Paul Catholic Church	OR	Safe Harbors	OR
St Mary's Catholic School and Parish	OR	FIRST CHRISTIAN CHURCH	OR
Polk Soil and Water Conservation District	OR	Pacific Classical Ballet	OR
Street Ministry	OR	Depaul Industries	OR
La Grande Church of the Nazarene	OR	African American Health Coalition	OR
Spruce Villa, Inc.	OR	Jesus Prayer Book	OR
OREGON SCHOOL BOARDS ASSOCIATION	OR	Coalition Of Community Health	OR
House of Prayer for All Nations	OR	River Network	OR
Sacred Heart Catholic Church	OR	CCI Enterprises Inc	OR
African American Health Coaliton, Inc.	OR	Oregon Nurses Association	OR
Happy Canyon Company	OR	GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE	OR
Village Home Education Resource Center	OR	Mount Angel Abbey	OR
Monet's Children's Circle	OR	YMCA OF ASHLAND	OR
Cascade Housing Association	OR	YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION SERVICES	OR
Dayspring Fellowship	OR	Multnomah Law Library	OR
Northwest Habitat Institute	OR	Friends Of Tryon Creek State P	OR
Winding Waters Medical Clinic	OR	Ontrack Inc.	OR
First Baptist Church	OR	Calvin Presbyterian Church	OR
The Nature Conservancy, Willamette Valley Field Office	OR	HOLT INTL CHILD	OR
Serenity Lane Health Services	OR	St John The Baptist Catholic	OR
Portland Community Reinvestment Initiatives, Inc.	OR	Portland Foursquare Church	OR
Christians As Family Adovates	OR	Portland Christian Center	OR
GeerCrest Farm & Historical Society	OR	Church Extension Plan	OR
		Occu Afghanistan Relief Effort	OR
		EUGENE FAMILY YMCA	OR
		Christ The King Parish and School	OR
		Newberg Christian Church	OR

First United Methodist Church	OR	Western Wood Products Association	OR
Zion Lutheran Church	OR	Grace Baptist Church of St. Helens, Lil	
Southwest Bible Church	OR	Learners Preschool	OR
Community Works Inc	OR	THE NEXT DOOR	OR
Masonic Lodge Pearl 66	OR	NATIONAL PSORIASIS FOUNDATION	OR
Molalla Nazarene Church	OR	NEW BEGINNINGS CHRISTIAN CENTER	OR
Transition Projects, Inc	OR	HIGHLAND UNITED CHURCH OF CHRIST	OR
St Michaels Episcopal Church	OR	OREGON REPERTORY SINGERS	OR
Saint Johns Catholich Church	OR	HIGHLAND HAVEN	OR
Access Inc	OR	FAIR SHARE RESEARCH AND	
Community Learning Center	OR	EDUCATION FUND	OR
Old Mill Center for Children and Families	OR	Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	OR
Sunny Oaks Inc	OR	First Baptist Church of Enterprise	OR
Hospice Center Bend La Pine	OR	The Canby Center	OR
Westside Foursquare Church	OR	REDMOND FIRE & RESCUE	OR
Relief Nursery Inc	OR	Instituto de Cultura y Arte In Xochitl In	
Morning Star Community Church	OR	Cuicatl	OR
MULTNOMAH DEFENDERS INC	OR	McKenzie Personnel Systems	OR
Providence Health System	OR	OSLC COMMUNITY PROGRAMS OCP	OR
Holy Trinity Catholic Church	OR	Oregon Nikkei Endowment	OR
Holy Redeemer Catholic Church	OR	Grace Community Church	OR
Alliance Bible Church	OR	Eastern Oregon Alcoholism Foundation	OR
CARE OREGON	OR	Grantmakers for Education	OR
Mid Columbia Childrens Council	OR	The Spiral Gallery	OR
HUMANE SOCIETY OF REDMOND	OR	The ALS Association Oregon and SW	
Our Redeemer Lutheran Church	OR	Washington Chapter	OR
Kbps Public Radio	OR	Children's Relief Nursery	OR
Skyball Salem Keizer Youth Bas	OR	Home Builders	OR
Open Technology Center	OR	New Life Baptist Church	OR
Grace Chapel	OR	Feral Cat Awareness Team	OR
CHILDREN'S MUSEUM 2ND	OR	Florence United Methodist Church	OR
Solid Rock	OR	World of Speed	OR
West Chehalem Friends Church	OR	SW Community Health Center	OR
Guide Dogs For The Blind	OR	Energy Trust of Oregon	OR
Aldersgate Camps and Retreats	OR	St. Vincent de Paul Church	OR
St. Katherine's Catholic Church	OR	Fr. Bernard Youth Center	OR
The Alliance NW of the Christian & Missionary Alliance	OR	Oregon Psychoanalytic Center	OR
Bags of Love	OR	Store to Door	OR
Grand View Baptist Church	OR	Oregon Translational Research and Development Insitute	OR
Green Electronics Council	OR	Depaul Industries	OR
Scottish Rite	OR		

OUR LADY OF PERPETUAL HELP		Willamette Leadership	
CATHOLIC CHURCH ALBANY OREGON	OR	Academy/Pioneer Youth Corps Of	
SELCO Community Credit Union	OR	Oregon	OR
Prairie Baptist Church	OR	Rose Haven	OR
North Coast Christian Church	OR	Dallas Church	OR
Union County Economic Development Corp.	OR	OREGON STATE UNIVERSITY	
Camelto Theatre Company	OR	BOOKSTORE INC	OR
Camp Fire Columbia	OR	NORTH WILLAMETTE VALLEY HABITAT	
TAKE III OUTREACH	OR	FOR HUMANITY	OR
Rolling Hills Community Church	OR	FAIRFIELD BAPTIST CHURCH	OR
Eugene Swim and Tennis Club	OR	Sexual Assault Support Services	OR
Summa Institute	OR	Neskowin Valley School	OR
Amani Center	OR	RON WILSON CENTER FOR EFFECTIVE	
Billy Webb Elks lodge #1050	OR	LIVING INC	OR
Silverton Senior Center	OR	St. Joseph Shelter	OR
First Evangelical Presbyterian Church of Oregon City	OR	The Inn Home for Boys, Inc.9138	OR
Joyful Servant Lutheran Church	OR	MCKENZIEWATERSHED COUNCIL	OR
Sandy Seventh-day Adventist Church	OR	Opportunity Connections	OR
Muddy Creek Charter School	OR	MENNONITE HOME OF ALBANY INC	OR
A FAMILY FOR EVERY CHILD	OR	Oregon Technical Assistance	
PORT OF CASCADE LOCKS	OR	Corporation	OR
1000 FRIENDS OF OREGON	OR	Oregon And Southern Idaho Laborers	
OREGON PEDIATRIC SOCIETY	OR	Employers Training School	OR
NONPROFIT ASSOCIATION OF OREGON	OR	New Life Fellowship Church of God	OR
LUKE DORF INC	OR	Gladstone Senior Center	OR
FAMILY CARE INC	OR	Education Travel & Culture, Inc.	OR
MEDICAL TEAMS INTL	OR	Rural Development Initiatives	OR
Clean Slate Canine Rescue & Rehabilitation	OR	Jason Lee Manor/UMRC	OR
St. Martins Episcopal church	OR	Jesus Pursuit Church	OR
Food for Lane County	OR	YMCA of Marion and Polk Counties	OR
Clatsop Behavioral Healthcare	OR	Urban Gleaners	OR
West Coast Haunters Convention	OR	PacificSource Health	OR
columbia gorge discovery center and museum	OR	Faith Christian Fellowship	OR
NAMI of Washington County	OR	Brookings Elks Lodge	OR
American Legion Aloha Post 104	OR	Tualatin Lacrosse Club	OR
The Dalles Art Association	OR	Tillamook Seventh Day Adventist Church	OR
Temple Beth Israel	OR	Oregon Jewish Community Foundation	OR
		East River Fellowship	OR
		Holy Family Academy	OR
		FIRST BAPTIST CHURCH OF EUGENE	OR
		PORTLAND METRO RESIDENTIAL SERVICES	OR

Peace Lutheran Church	OR	CASA of Marion County	OR
Living Word Christian Center	OR	Oregonians for Food & Shelter	OR
Housing Authority of Douglas County	OR	Westside Church of Christ Inc	OR
Vietnamese Christian Community Church	OR	Northwest Family Services	OR
Forest Park Conservancy	OR	Network Charter School	OR
Friends for Animals	OR	Ride Connecton	OR
Family Building Blocks	OR	Parenting Now!	OR
Greenleaf Industries	OR	Christian Church of Woodburn	OR
Ananda Center at Laurelwood	OR	Verde	OR
Goodwill Industries of Lane and South Coast	OR	Native American Youth and Family Center Early College Academy	OR
RB Pamplin Corportaion	OR	USO Northwest	OR
Agia Sophia Academy	OR	Norkenzie Christian Church	OR
Friends of Driftwood Library	OR	Little Flower Development Center	OR
Consumers Power Inc.	OR	TLO Farms	OR
A. C. Gilbert's Discovery Village	OR	Evergreen Wings and Waves	OR
First Lutheran Church of Astoria	OR	Ascension Episcopal Parish	OR
Fund For Christian Charity	OR	Center for Family Development	OR
Deer Meadow Assisted Living	OR	West Salem Foursquare Church	OR
Oregon Laborers-Employer Administrative Fund, LLC	OR	Good Samaritan Ministry	OR
Umpqua Basin Water Association	OR	Grace Lutheran Church of Molalla	OR
Alpha Lambda House Corporation	OR	Trinity Lutheran	OR
St John Fisher Catholic Church Portland Oregon	OR	HOPE LUTHERAN CHURCH	OR
Eugene Creative Care	OR	Mount Pisgah Arboretum	OR
The Church of Christ of Latter Day Saints	OR	Redeemer Lutheran Church	OR
Cascade Height Public Charter School		Disjecta Contemporary Art Center	OR
PTA	OR	Korean Central Covenant Church of Eugene	OR
G.O.B.H.I	OR	Yankton Baptist Church	OR
Association of Oregon Corrections Employees, Inc.	OR	BioGift Anatomical	OR
A Jesus Church Family	OR	Lower Columbia Estuary Partnership	OR
300 Main Inc	OR	Mt Hood Hospice	OR
Southwestern Oregon Public Defender Services, Inc.	OR	Opportunity Foundation of central Oregon	OR
Albertina Kerr Centers	OR	Constructing Hope	OR
Dufur Christian Church	OR	Sprinkfield Elks #2145	OR
St. Matthew Catholic School	OR	Abuse Recovery Ministry & Services	OR
Serendipity Center Inc	OR	Oasis Shelter Home	OR
Yellowhawk Tribal Health	OR	ST HENRYS CHURCH	OR
		Nehalem Bay House	OR
		UNITED METHODIST CHURCH	OR
		p:ear	OR
		Health Share of Oregon	OR

St. Peter Catholic Church	OR	Salem Area Chamber of Commerce	OR
Mid Willamette Valley Community Action	OR	First Congregational Chrch	OR
A Hope For Autism Foundation	OR	OREGON STATE FAIR	OR
NW Sport Fishing	OR	Tri-County Chamber of Commerce Inc	OR
Breast Friends	OR	Ronald McDonald House Charities of Oregon & Southwest Washington	OR
ScienceWorks Museum	OR	Center for Human Development	OR
Willamette Neighborhood Housing Services	OR	SafeHaven Humane Society	OR
South Salem High Music Boosters	OR	Rainier Assembly of God	OR
SEPTL Southeast Portland Tool Library	OR	EUGENE CHRISTIAN FELLOWSHIP	OR
Kids Unllimited Academy	OR	Bridges to Change	OR
Cappella Romana	OR	DePaul Treatment Centers, Inc.	OR
National Christian Community Foundation	OR	Ministerio International Casa	OR
Legal Aid Services of Oregon LITC	OR	New Paradise Worship Center	OR
The Sunriver Owners Association	OR	Mission Increase Foundation	OR
Willamette Valley Babe Ruth	OR	Curry Public Transit Inc	OR
Center For Continuous Improvement	OR	THREE RIVERS CASINO	OR
Northwest Center for Alternatives to Pesticides	OR	Brookings Harbor Christian School	OR
Junction City/Harrisburg/Monroe Habitat for Humanity	OR	Local 290	OR
The Followers of Christ Church of Oregon City	OR	Hope Church of The Assemblies of God Albany Oregon	OR
SEIU Local 49	OR	Sherwood Community Friends Church	OR
Emerald Media Group	OR	Bethesda Lutheran Church	OR
West Hills Christian School	OR	Legacy Mt. Hood Medical Center	OR
Trillium Sprigs	OR	Adelante Mujeres	OR
Smith Memorial Presbyterian Church	OR	Yamhill Community Care Organization	OR
Western Arts Alliance	OR	Trinity United Methodist Church	OR
Youth Dynamics	OR	Portland Japanese Garden	OR
Ashland Art Center	OR	The Madeleine Parish	OR
Apostolic Church of Jesus Christ	OR	The Tucker-Maxon Oral School	OR
DOUGLAS FOREST PROTECTIVE	OR	Southwest Neighborhoods, Inc	OR
Oregon Lyme Disease Network	OR	Wallowa Valley Center For Wellness	OR
Ecotrust	OR	KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR
SPECIAL MOBILITY SERVICES	OR	Joy Church Eugene	OR
Bethlehem Christian Pre-School	OR	Portland Yacht Club	OR
Historical Outreach Foundation	OR	League of Women Voters	OR
Teras Interventions and Counseling Inc	OR	Oregon & Southern Idaho District Council of Laborers'	OR
Brooklyn Primary PTO	OR	Portland Police Sunshine Division	OR
Mountain View Academy	OR	Curry Health Network	OR
		United Way of Lane County	OR
		The Lighthouse School	OR

Olive Plaza	OR	Treasure Valley Community College	OR
Rogue Valley Humane Society	OR	Institute of Technology	OR
Great Portland Bible	OR	Unviersity of Oregon	OR
College Possible	OR	OREGON UNIVERSITY SYSTEM	OR
Unithed Way	OR	University of Western States	OR
Community Energy Project	OR	GEORGE FOX UNIVERSITY	OR
Bridgeport Community Chapel	OR	LEWIS AND CLARK COLLEGE	OR
Oswego Lake Country Club	OR	PACIFIC UNIVERSITY	OR
La Grande Foursquare Church	OR	REED COLLEGE	OR
Portland Oregon Visitors Association	OR	WILLAMETTE UNIVERSITY	OR
Barter Union International	OR	LINFIELD COLLEGE	OR
Southern Oregon Project Hope	OR	MULTNOMAH BIBLE COLLEGE	OR
Our United Villages	OR	NORTHWEST CHRISTIAN COLLEGE	OR
Youth M.O.V.E. Oregon	OR	NATIONAL COLLEGE OF NATURAL	
Samaritan Health Services Inc.	OR	MEDICINE	OR
Santiam Assembly of God	OR	BLUE MOUNTAIN COMMUNITY	
CASCADES WEST FINANCIAL SERVICES		COLLEGE	OR
IN	OR	PORTLAND STATE UNIV.	OR
Kilchis House	OR	CLACKAMAS COMMUNITY COLLEGE	OR
Calvary Assembly of God	OR	MARYLHURST UNIVERSITY	OR
Lake Grove Presbyterian Church	OR	OREGON HEALTH AND SCIENCE	
Grace Lutheran School	OR	UNIVERSITY	OR
Western Mennonite School	OR	BIRTHINGWAY COLLEGE OF	
OEA CHOICE TRUST	OR	MIDWIFERY	OR
American Tinnitus Association	OR	pacific u	OR
Oregon Coast Aquarium, Inc.	OR	UNIVERSITY OF OREGON	OR
HOPE POINT CHURCH	OR	CONCORDIA UNIV	OR
Unitus Community Credit Union	OR	Marylhurst University	OR
St John the Baptist Greek Orthodox		Corban College	OR
Church	OR	NORTH MARION SCHL DIST	OR
Oregon Independent Automobile		University of Oregon - Purchasing and	
Dealers Association	OR	Contracting Services	OR
COLUMBIA PACIFIC ECONOMIC		Oregon Center For Advanced T	OR
DEVELOPMENT DISTRICT OF OREGON	OR	UNIVERSITY OF PORTLAND	OR
St Andrews Presbyterian	OR	Portland Actors Conservatory	OR
Oregon Rural Electric Cooperative		University Of Oregon Athletics	
Association	OR	Department	OR
THE MILL CASINO	OR	Ecola Bible School	OR
Gateway Prebyterian Church	OR	WARNERPACIFIC COLG	OR
Oregon Jewish Museum and Center for		Beta Omega Alumnae	OR
Holoacust Education	OR	Oregon Institute of Technology	OR
Northwest Opening	OR	EASTERN OREGON UNIVERSITY	OR
Oregon State University	OR	Wilco Farmers	OR

Harvest Church	OR	Shangri La	OR
Society of American Foresters	OR	Portland Impact	OR
Clackamas River Water Providers	OR	Eagle Fern Camp	OR
eickhoff dev co inc	OR	KLAMATH FAMILY HEAD START	OR
Cornerstone Association Inc	OR	RIVER CITY DANCERS	OR
The Klamath Tribe	OR	Oregon Permit Technical Association	OR
advocate care	OR	KEIZER EAGLES AERIE 3895	OR
Cannon Beach Fire	OR	Pgma/Cathie Bourne	OR
Life Flight Network LLC	OR	Sunrise Water	OR
OREGON DEPT OF FISH & WILDLIFE- SAUVIE	OR	Burns Paiute Tribe	OR
COVENANT RETIREMENT COMMUNITIES	OR	Oregon Public Broadcasting	OR
PENTAGON FEDERAL CREDIT UNION	OR	La Grande Family Practice	OR
SAIF CORPORATION	OR	Linn Benton Lincoln Educational Services District	OR
GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR	SHERMAN COUNTY SCHOOL DISTRICT	OR
LANE ELECTRIC COOPERATIVE	OR	Ricoh USA	OR
USAGENCIES CREDIT UNION	OR	Sphere MD	OR
PACIFIC CASCADE FEDERAL CREDIT UNION	OR	BIENESTAR, INC.	OR
LOCAL GOVERNMENT PERSONNEL INSTITUTE	OR	Solutins Yes	OR
GRANTS PASS MANAGEMENT SERVICES, DBA	OR	sunrise water authority	OR
SPIRIT WIRELESS	OR	Mountain Valley Therapy	OR
Kartini Clinic	OR	EAsern Oregon Trade and Event Center	OR
Astra	OR	Waste-Pro	OR
Beit Hallel	OR	NPKA	OR
Cvalco	OR	IBEW280	OR
Elderhealth and Living	OR	Confederated Tribes of Warm Springs	OR
OREGON CORRECTIONS ENTERPRISES	OR	Point West Credit Union	OR
OREGON STATE HOSPITAL	OR	Oregon State Credit Union	OR
OFFICE OF PUBLIC DEFENSE SERVICES	OR	PIONEER TELEPHONE COOPERATIVE	OR
Clatskanie People's Utility District	OR	Halsey-Shedd Fire District	OR
PIONEER COMMUNITY DEVELOPMENT	OR	Northwest Power and Conservation Council	OR
MARION COUNTY HEALTH DEPT	OR	Oregon Funeral Directors Association	OR
Ricoh USA	OR	Nez Perce Tribe	OR
Heartfelt Obstetrics & Gynecology	OR	Obsidian Urgent Care, P.C.	OR
Coquille Economic Development Corporation	OR	First Presbyterian Church of La Grande	OR
CITY/COUNTY INSURANCE SERVICE	OR	CONFLUENCE ENVIRONMENTAL CENTE	OR
COMMUNITY CYCLING CENTER	OR	A&I Benefit Plan Administrators, Inc.	OR
		K Churchill Estates	OR
		CSC HEAD START	OR
		NORTHWEST VINTAGE CAR AND MOTORCYCLE	OR

crescent grove cemetery	OR	REGIONAL AUTOMATED	
IONE HIGH SCHOOL	OR	INFORMATION NETWORK	OR
Port of Toledo	OR	OAK LODGE WATER DISTRICT	OR
Roseburg Police Department	OR	THE PORT OF PORTLAND	OR
Molalla Rural Fire Protection District	OR	WILLAMALANE PARK AND	
MONMOUTH - INDEPENDENCE		RECREATION DISTRICT	OR
NETWORK	OR	TUALATIN VALLEY WATER DISTRICT	OR
EUGENE WATER & ELECTRIC BOARD	OR	UNION SOIL & WATER CONSERVATION	
MALIN COMMUNITY PARK AND		DISTRICT	OR
RECREATION DISTRICT	OR	LANE EDUCATION SERVICE DISTRICT	OR
TILLAMOOK PEOPLES UTILITY DISTRICT	OR	TUALATIN HILLS PARK AND	
GLADSTONE POLICE DEPARTMENT	OR	RECREATION DISTRICT	OR
GOLD BEACH POLICE DEPARTMENT	OR	PORT OF SIUSLAW	OR
THE NEWPORT PARK AND RECREATION		CHEHALEM PARK AND RECREATION	
CENTER	OR	DISTRICT	OR
RIVERGROVE WATER DISTRICT	OR	PORT OF ST HELENS	OR
TUALATIN VALLEY FIRE & RESCUE	OR	LANE TRANSIT DISTRICT	OR
GASTON RURAL FIRE DEPARTMENT	OR	CENTRAL OREGON	
CITY COUNTY INSURANCE SERVICES	OR	INTERGOVERNMENTAL COUNCIL	OR
SOUTH SUBURBAN SANITARY DISTRICT	OR	HOODLAND FIRE DISTRICT NO.74	OR
SOUTH FORK WATER BOARD	OR	MID COLUMBIA COUNCIL OF	
SUNSET EMPIRE PARK AND		GOVERNMENTS	OR
RECREATION	OR	WEST MULTNOMAH SOIL AND WATER	
SPRINGFIELD UTILITY BOARD	OR	CONSERVATION DISTRICT	OR
Tillamook Urban Renewal Agency	OR	SALEM AREA MASS TRANSIT DISTRICT	OR
Netarts Water District	OR	Banks Fire District #13	OR
OAK LODGE SANITARY DISTRICT	OR	KLAMATH COUNTY 9-1-1	OR
Boardman Rural Fire Protection		GLENDALE RURAL FIRE DISTRICT	OR
District	OR	COLUMBIA 911 COMMUNICATIONS	
Tualatin Soil and Water Conservation		DISTRICT	OR
District	OR	CLACKAMAS RIVER WATER	OR
Silverton Fire District	OR	NW POWER POOL	OR
Lewis and Clark Rural Fire Protection		Lowell Rural Fire Protection District	OR
District	OR	TriMet Transit	OR
Rainbow Water District	OR	Estacada Rural Fire District	OR
Illinois Valley Fire District	OR	Keizer Fire District	OR
Clatskanie RFPD	OR	State Accident Insurance Fund	
PORT OF TILLAMOOK BAY	OR	Corporation	OR
TRI-COUNTY HEALTH CARE SAFETY NET		Bend Metro Park & Recreation District	OR
ENTERPRISE	OR	Port of Hood River	OR
METROPOLITAN EXPOSITION-		La Pine Park & Recreation District	OR
RECREATION COMMISSION	OR	Brookings- Harbor School District 17c	OR
		Siuslaw Public Library District	OR

Tri-County Metropolitan Transportation District of Oregon ("TriMet")	OR	CITY OF EUGENE	OR
Columbia River Fire & Rescue	OR	CITY OF FAIRVIEW	OR
Fern Ridge Library District	OR	CITY OF GEARHART	OR
Bend Park and Recreation District	OR	CITY OF GOLD HILL	OR
Port of Garibaldi	OR	CITY OF GRANTS PASS	OR
Seal Rock Water District	OR	CITY OF GRESHAM	OR
Rockwood Water P.U.D.	OR	CITY OF HILLSBORO	OR
Tillamook Fire District	OR	CITY OF HOOD RIVER	OR
Tillamook County Transportation District	OR	CITY OF JOHN DAY	OR
Central Lincoln People's Utility District	OR	CITY OF KLAMATH FALLS	OR
Jefferson Park and Recreation	OR	CITY OF LA GRANDE	OR
City of Monmouth / Public Works	OR	CITY OF MALIN	OR
McMinnville Police Department	OR	CITY OF MCMINNVILLE	OR
Long Creek School District	OR	CITY OF HALSEY	OR
City of Sublimity	OR	CITY OF MEDFORD	OR
City of Central Point Parks and Recreation	OR	CITY OF MILL CITY	OR
Gearhart Fire Department	OR	CITY OF MILWAUKIE	OR
Woodburn City Of	OR	CITY OF MORO	OR
Brookings Fire / Rescue	OR	CITY OF MOSIER	OR
City of Veneta	OR	CITY OF NEWBERG	OR
CITY OF DAMASCUS	OR	CITY OF OREGON CITY	OR
Hermiston Fire & Emergency Svcs	OR	CITY OF PILOT ROCK	OR
CEDAR MILL COMMUNITY LIBRARY	OR	CITY OF POWERS	OR
CITY OF LAKE OSWEGO	OR	RAINIER POLICE DEPARTMENT	OR
LEAGUE OF OREGON CITIES	OR	CITY OF REEDSPORT	OR
CITY OF SANDY	OR	CITY OF RIDDLE	OR
CITY OF ASTORIA OREGON	OR	CITY OF SCAPPOOSE	OR
CITY OF BEAVERTON	OR	CITY OF SEASIDE	OR
CITY OF BOARDMAN	OR	CITY OF SILVERTON	OR
CITY OF CANBY	OR	CITY OF STAYTON	OR
CITY OF CANYONVILLE	OR	City of Troutdale	OR
CITY OF CENTRAL POINT POLICE DEPARTMENT	OR	CITY OF TUALATIN, OREGON	OR
CITY OF CLATSKANIE	OR	CITY OF WARRENTON	OR
CITY OF CONDON	OR	CITY OF WEST LINN/PARKS	OR
CITY OF COOS BAY	OR	CITY OF WOODBURN	OR
CITY OF CORVALLIS	OR	CITY OF TIGARD, OREGON	OR
CITY OF CRESWELL	OR	CITY OF AUMSVILLE	OR
CITY OF ECHO	OR	CITY OF PORT ORFORD	OR
CITY OF ESTACADA	OR	CITY OF EAGLE POINT	OR
		CITY OF WOOD VILLAGE	OR
		St. Helens, City of	OR
		CITY OF WINSTON	OR
		CITY OF COBURG	OR

CITY OF NORTH PLAINS	OR	City of Sheridan	OR
CITY OF GERVAIS	OR	Seaside Public Library	OR
CITY OF YACHATS	OR	City of Yoncalla	OR
FLORENCE AREA CHAMBER OF COMMERCE	OR	La Grande Police Department	OR
PORTLAND DEVELOPMENT COMMISSION	OR	Cove City Hall	OR
CITY OF CANNON BEACH OR	OR	NW PORTLAND INDIAN HEALTH BOARD	OR
CITY OF ST. PAUL	OR	Portland Patrol Services	OR
CITY OF ADAIR VILLAGE	OR	City Of Bend	OR
CITY OF WILSONVILLE	OR	City Of Coquille	OR
CITY OF HAPPY VALLEY	OR	City Of Molalla	OR
CITY OF SHADY COVE	OR	ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT	OR
CITY OF LAKESIDE	OR	City of St. Helens	OR
CITY OF MILLERSBURG	OR	City of North Powder	OR
CITY OF GATES	OR	City of Eugene	OR
KEIZER POLICE DEPARTMENT	OR	City of Cornelius, OR	OR
CITY OF DUNDEE	OR	Toledo Police Department	OR
CITY OF AURORA	OR	Springfield Public Library	OR
THE CITY OF NEWPORT	OR	City of Independence	OR
CITY OF ALBANY	OR	City of Cascade Locks	OR
CITY OF ASHLAND	OR	City of Columbia City	OR
CITY OF LEBANON	OR	City of Baker City	OR
CITY OF PORTLAND	OR	McMinnville Water & Light	OR
CITY OF SALEM	OR	City of Pendleton Parks & Recreation	OR
CITY OF SPRINGFIELD METRO	OR	CITY OF HEPPNER	OR
CITY OF BURNS	OR	CITY OF SWEETHOME	OR
CITY OF COTTAGE GROVE	OR	CITY OF THE DALLES	OR
CITY OF DALLAS	OR	CLACKAMAS FIRE DIST#1	OR
CITY OF FALLS CITY	OR	DESCHUTES PUBLIC LIBRARY	OR
CITY OF PHOENIX	OR	STAYTON FIRE DISTRICT	OR
CITY OF PRAIRIE CITY	OR	Lake County Chamber of Commerce Inc	OR
CITY OF REDMOND	OR	City of Ontario	OR
CITY OF SHERWOOD	OR	City of Corvallis Parks and Recreation	OR
City of junction city	OR	North Lincoln Fire & Rescue #1	OR
City of Florence	OR	Gresham Police Department	OR
Columbia Gorge Community	OR	City of Harrisburg	OR
City of Dayton	OR	Gladstone Public Library	OR
City of Carlton	OR	City of Portland Parks Bureau	OR
City of Pendleton Convention Center	OR	City of Astoria Parks Dept.	OR
City of Monmouth	OR	Seaside Fire & Rescue	OR
City of Philomath	OR	Florence Police Department	OR

City Of North Bend	OR	NEAH KAH NIE WATER DISTRICT	OR
City of Union	OR	PORT OF UMPQUA	OR
City of Nehalem	OR	EAST MULTNOMAH SOIL AND WATER	
City of Richland	OR	CONSERVANCY	OR
CITY OF LINCOLN CITY	OR	Benton Soil & Water Conservation	
City of Donald	OR	District	OR
City of Milton-Freewater	OR	DESCHUTES PUBLIC LIBRARY SYSTEM	OR
CITY OF MADRAS	OR	CLEAN WATER SERVICES	OR
CITY OF SCIO	OR	North Douglas County Fire & EMS	OR
City of Forest Grove	OR	Crooked River Ranch Rural Fire	
City Govrnment	OR	Protection District	OR
City of Mt. Angel	OR	PARROTT CREEK CHILD & FAM	OR
Albany Police Department	OR	South Lane County Fire And Rescue	OR
Umatilla Electric Cooperative	OR	Mill City RFPD	OR
WATER ENVIRONMENT SERVICES	OR	Lake Chinook Fire & Rescue	OR
Polk County Fire District No.1	OR	Clackamas County Water Environment	
Clatsop Care Health District-Clatsop		Services	OR
Retirement Village	OR	Amity Fire District	OR
Netarts-Oceanside RFPD	OR	CENTRAL OREGON COMMUNITY	
UIUC	OR	COLLEGE	OR
Rogue River Fire District	OR	UMPQUA COMMUNITY COLLEGE	OR
Aurora Rural Fire District	OR	LANE COMMUNITY COLLEGE	OR
Tillamook County Emergency		MT. HOOD COMMUNITY COLLEGE	OR
Communications District	OR	LINN-BENTON COMMUNITY COLLEGE	OR
Southern Coos Hospital	OR	SOUTHWESTERN OREGON	
Oregon Cascades West Council of		COMMUNITY COLLEGE	OR
Governments	OR	PORTLAND COMMUNITY COLLEGE	OR
MULTONAH COUNTY DRAINAGE		CHEMEKETA COMMUNITY COLLEGE	OR
DISTRICT #1	OR	ROGUE COMMUNITY COLLEGE	OR
PORT OF BANDON	OR	COLUMBIA GORGE COMMUNITY	
OR INT'L PORT OF COOS BAY	OR	COLLEGE	OR
MID-COLUMBIA CENTER FOR LIVING	OR	TILLAMOOK BAY COMMUNITY	
DESCHUTES COUNTY RFPD NO.2	OR	COLLEGE	OR
YOUNGS RIVER LEWIS AND CLARK		KLAMATH COMMUNITY COLLEGE	
WATER DISTRICT	OR	DISTRICT	OR
PACIFIC STATES MARINE FISHERIES		Oregon Coast Community College	OR
COMMISSION	OR	Clatsop Community College	OR
CENTRAL OREGON IRRIGATION		North Portland Bible College	OR
DISTRICT	OR	OREGON COMMUNITY COLLEGE	
MARION COUNTY FIRE DISTRCT #1	OR	ASSOCIATION	OR
COLUMBIA RIVER PUD	OR	Umpqua Valley Public Defender	OR
SANDY FIRE DISTRICT NO. 72	OR	Teacher Standards and Pracitices	
BAY AREA HOSPITAL DISTRICT	OR	Commission	OR

Salem Keizer School District Purchasing	OR	Oregon Air National Guard	OR
Kdrv Channel 12	OR	Training & Employment	OR
Opta Oregon Permit Technician	OR	State of Oregon - Department of	
Oregon Forest Resources Institute	OR	Administrative Services	OR
Office of the Ong Term Care		Aging and People with Disabilities	OR
Ombudsman	OR	Department of Administrative Services	OR
Oregon State Lottery	OR	Oregon State Treasury	OR
OREGON TOURISM COMMISSION	OR	Oregon State Fair Council	OR
OREGON STATE POLICE	OR	Oregon DEQ	OR
OFFICE OF THE STATE TREASURER	OR	Procurement Services/DAS	OR
OREGON DEPT. OF EDUCATION	OR	STATE OF OREGON	OR
SEIU LOCAL 503, OPEU	OR	OREGON JUDICIAL DEPARTMENT	OR
OREGON DEPARTMENT OF FORESTRY	OR	Oregon State Board of Architect	
OREGON STATE DEPT OF		Examiners	OR
CORRECTIONS	OR	Oregon Board of Chiropractic	
OREGON CHILD DEVELOPMENT		Examiners	OR
COALITION	OR	City of Astoria Fire Department	OR
OFFICE OF MEDICAL ASSISTANCE		Columbia Gorge ESD	OR
PROGRAMS	OR	Nehalem Bay Wastewater	OR
OREGON OFFICE OF ENERGY	OR	Association of Oregon Community	
OREGON STATE BOARD OF NURSING	OR	Mental Health Programs	OR
BOARD OF MEDICAL EXAMINERS	OR	VA	OR
OREGON LOTTERY	OR	US FISH AND WILDLIFE SERVICE	OR
OREGON BOARD OF ARCHITECTS	OR	Bonneville Power Administration	OR
SANTIAM CANYON COMMUNICATION		Bureau Of Land Management	OR
CENTER	OR	Oregon Army National Guard	OR
OREGON DEPT OF TRANSPORTATION	OR	USDA Forest Service	OR
OREGON TRAVEL INFORMATION		123d Fighter Squadron	OR
COUNCIL	OR	Yellowhawk Tribal Health Center	OR
OREGON DEPARTMENT OF		ANGELL JOB CORPS	OR
EDUCATION	OR	Coquille Indian Housing Authority	OR
OREGON DEPT. OF CORRECTIONS	OR	COLLEGE HOUSING NORTHWEST	OR
DEPARTMENT OF ADMINISTRATIVE		HOUSING AUTHORITY OF CLACKAMAS	
SERVICES	OR	COUNTY	OR
Oregon Board of Massage Therapists	OR	HOUSING AUTHORITY OF PORTLAND	OR
Oregon Forest Industries Council	OR	WEST VALLEY HOUSING AUTHORITY	OR
Oregon Tradeswomen	OR	HOUSING AUTHORITY AND	
Oregon Convention Center	OR	COMMUNITY SERVICES AGENCY	OR
OREGON SCHL BRDS ASSOCIAT	OR	NORTH BEND CITY- COOS/URRY	
Central Oregon Home Health and Hos	OR	HOUSING AUTHORITY	OR
Oregon Health Care Quality Cor	OR	MARION COUNTY HOUSING	
OREGON DEPARTMENT OF HUMAN		AUTHORITY	OR
SERVICES	OR		

HOUSING AUTHORITY OF THE CITY OF
SALEM OR
Housing Authority of Yamhill County OR

The Housing Authority of the County of
Umatilla OR
homeforward OR

ATTACHMENT NO. 3

REFERENCES

PROPOSER REFERENCES FROM CLIENTS

Proposers are required to provide three (3) client references, including contact information, for similar projects that the Proposer has completed within the past five (5) years. It is preferred that at least one (1) client reference be a government sector client.

The Proposer is required to include the three (3) references in the Proposal submitted to the City.

CITY OF KCMO REFERENCE CHECK

GENERAL INFORMATION

Name of Proposer	
Subcontractor/Third Party	
Product or Service Reviewed	

REFERENCE CHECK INFORMATION

Business/Firm Name	
Business/Firm Address	
Contact Name	
Title	
Telephone Number	
Fax Number	
E-mail Address	

To submit a reference, please respond to the following questions:

1. What services did the Business/Firm provide for you?

2. Were the services performed satisfactorily?

3. Were the invoices detailed and accurate?

If the invoicing was not accurate, explain how easy or difficult it was to reconcile or have the invoicing updated.

4. Were there any staffing disputes? If so, explain how easy or difficult it was to have staff replaced.

5. Were you happy with the cost of your services?

6. Are you still using this Business/Firm for these services?

7. Do you plan to continue this relationship?

8. Additional Comments:

Name of Client Contact (Print)

Signature and Date

**HRD INSTRUCTIONS
FOR REQUESTS FOR QUALIFICATIONS/PROPOSALS**

PART A. MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS

I. City's MBE/WBE Program.

- A. The City has adopted a Minority/Women Business Enterprise ("MBE/WBE") Program (Sections 38-84 through 38-100.8, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible participation in City contracts and change orders of firms owned and controlled by minorities and women. Each construction project may have an MBE and/or WBE goal for participation. An MBE or WBE goal is a numerical objective the City has set for the contract. Goals are stated as a percentage of contract dollars. For example, if an MBE goal for a contract is 10% and a Proposer submits a proposal of \$100,000, the goal for MBE participation would equal \$10,000. The specific MBE/WBE goals on this project are set forth elsewhere in the proposal specifications.
- B. By submitting a proposal, the Proposer agrees, as a material term of the contract, to carry out the City's MBE/WBE Program by making good faith efforts to include certified MBE/WBEs in the project work to the extent of the goals listed for the project and to the fullest extent consistent with submitting the best proposal to the City. Proposer agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Proposer in fact meet or exceed both the MBE and WBE Goals, it is a requirement for approval of the proposal that a Proposer objectively demonstrate to the City that good faith efforts have been made to meet the Goals.
- C. The following HRD Forms are attached and must be used for MBE/WBE submittals:
1. Affidavit of Intended Utilization (HRD Form 13); and
 2. Contractor Utilization Plan/Request for Waiver (HRD Form 8A); and
 3. Letter of Intent to Subcontract (HRD Form 00450.01); and
 4. Timetable for MBE/WBE Utilization (HRD Form 10); and
 5. Request for Modification or Substitution (HRD Form 11); and
 6. Contractor Affidavit for Final Payment (Form 01290.14); and
 7. Subcontractor Affidavit for Final Payment (Form 01290.15).

Warning: The City only gives MBE/WBE credit for a Proposer's use of City certified MBE/WBEs. A certified MBE/WBE firm is a firm that has been certified by the City's Human Relations Department as such. Certified MBEs and WBEs are listed in the M/W/DBE Kansas City Mo. Online Directory, which is available on the City's website at www.kcmo.org. Before a Proposer submits a proposal, Proposer should contact HRD and consult the directory to make sure any firm proposed for use for MBE/WBE participation has been certified.

II. Required Submissions with Proposal.

A. Proposer must submit the following document with its proposal:

1. **Affidavit of Intended Utilization (HRD Form 13).** This form states a Proposer's intent to use certified MBE/WBEs in the performance of the contract.

III. Required Submissions Prior to Contract Award.

A. Proposer must submit the following documents prior to contract award.

1. **Contractor Utilization Plan/Request for Waiver (HRD Form 8).** This form states a Proposer's plan to use specific certified MBE/WBEs in the performance of the contract and includes the following:
 - a. The work to be performed by each MBE/WBE and the amounts each is to be paid for the work; and
 - b. The name, address, race or ethnic origin, gender and employer identification number or social security number of each MBE/WBE that will perform the work.
 - c. An automatic request for waiver in the event Proposer has not met or exceeded the MBE and/or WBE goals for the contract but believes that it has made good faith efforts to meet or exceed the goals and desires a waiver of the goals. If a waiver is requested, HRD will examine the Proposer's documentation of good faith efforts and make a recommendation to grant or deny the waiver. HRD will recommend a waiver be granted only if the Proposer has made good faith efforts to obtain MBE/WBE participation.
2. **Letter(s) of Intent to Subcontract (HRD Form 00450.01).** A letter must be provided from each MBE/WBE listed on the Contractor Utilization Plan. These letters verify that the MBE/WBE has agreed to execute a formal agreement for the work and indicate the scope of work to be performed and the price agreed upon for the work.

IV. Additional Required Submissions when Requested by City.

A. Proposer must submit the following documents when requested by City:

1. **Timetable for MBE/WBE Utilization (HRD Form 10).**
2. **Documentation of good faith efforts.**

V. Required Monthly Submissions during term of Contract.

A. Proposers must submit the following document on a monthly basis if awarded the contract:

1. **M/WBE Monthly Utilization Report (HRD Form 00485.01).** This report must be submitted to the Director by the 15th of each month. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

VI. Required Submittals for Final Contract Payment.

- A. Proposer must submit the following documents with its request for final payment under the contract:
1. **Contractor Affidavit for Final Payment (Form 01290.14)**
 2. **Subcontractor Affidavit(s) for Final Payment (Form 01290.15)**

VII. Additional Submittals.

- A. Proposer may be required to make additional submittals during the term of the Contract, including **Request for Modification or Substitution (HRD Form 11)**. Refer to Section X, Modification of the Contractor Utilization Plan or Substitution of an MBE/WBE, for additional instructions on when this form must be submitted.

VIII. MBE/WBE Participation Credit.

- A. The following shall be credited towards achieving the goals:
1. The total contract dollar amount that a prime contractor has paid or is obligated to pay to a subcontractor that is a qualified MBE or WBE, except as otherwise expressly provided for herein.
 2. Twenty-five percent (25%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supplier who is a qualified MBE or WBE.
 3. Ten percent (10%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supply broker who is a qualified MBE or WBE.
 4. One hundred percent (100%) of the total dollar amount paid or to be paid by a prime contractor to a manufacturer of construction supplies who is a qualified MBE or WBE.
 5. Subcontractor participation with a lower tier MBE/WBE subcontractor using one of the above methods of participation.
- B. **NO CREDIT**, however, will be given for the following:
1. Participation in a contract by a MBE or WBE that does not perform a commercially useful function as defined by the Program; and
 2. Any portion of the value of the contract that an MBE or WBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified MBE/WBE; and
 3. An MBE or WBE prime contractor's own participation in its contract with City; and
 4. Materials and supplies used on the contract unless the MBE/WBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
 5. Work performed by an MBE or WBE in a scope of work other than that in which the MBE or WBE is currently certified.

IX. Methods for Securing Participation of MBE/WBEs and Good Faith Efforts.

- A. A Proposer is required to make good faith efforts to achieve the MBE/WBE goals. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. Good faith efforts must be made before the Proposer submits a Contractor Utilization Plan/Request for Waiver (HRD Form 8)

Warning: Efforts to obtain MBE and/or WBE participation made after a Contractor Utilization Plan is submitted cannot be used to show the Proposer made good faith efforts.

- B. In evaluating good faith efforts, the Director of HRD will consider whether the Proposer has performed the following, along with any other relevant factors:
1. Advertised opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations in sufficient time to allow MBE and WBE firms to participate effectively.
 2. Provided notice to a reasonable number of minority and women's business organizations of specific opportunities to participate in the contract in sufficient time to allow MBE and WBE firms to participate effectively.
 3. Sent written notices, by certified mail or facsimile, to qualified MBEs and WBEs soliciting their participation in the contract in sufficient time to allow them to participate effectively.
 4. Attempted to identify portions of the work for qualified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units. A Proposer should send letters by certified mail or facsimile to those MBE/WBE contractors identified by HRD listed in those categories which are in those subcontractors' scope of work. The portion of work for which a proposal from an MBE/WBE is being solicited shall be as specific as possible. Letters which are general are not acceptable.
 5. Requested assistance in achieving the goals from the Director and acted on the Director's recommendations.
 6. Conferred with qualified MBEs and WBEs and explained the scope and requirements of the work for which their bids or proposals were solicited.
 7. Attempted to negotiate in good faith with qualified MBEs and WBEs to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Documentation of good faith negotiations with MBE/WBEs from whom proposals were received in an effort to reach a mutually acceptable price should include:
 - a. Names, addresses and telephone numbers of MBE/WBEs that were contacted and date of contact;
 - b. The information provided to MBE/WBEs regarding the plans and

specifications for portions of the work to be performed by them;

- c. The reasons no agreement was reached with any MBE/WBE, including the basis for any bid rejection (i.e., availability, price, qualifications or other);
 - d. Descriptions of attempts to provide technical assistance to MBE/WBEs to obtain necessary insurance and/or to obtain necessary supplies at the best prices available.
- C. A Proposer will be required to give the City documentation to prove that it made good faith efforts. The Proposer will be contacted by the City with further instructions about when this documentation must be submitted.

X. Modification of the Contractor Utilization Plan or Substitution of an MBE/WBE.

A. A Proposer may need to substitute an MBE and/or WBE or request that the amount of MBE/WBE participation listed in its Contractor Utilization Plan be modified. Proposer must file a **Request for Modification or Substitution (HRD Form 11) prior to actual substitution and within a reasonable time after learning that a modification or substitution is necessary.** The Director may approve substitutions or modifications and upon approval, the modifications and substitutions will become an amendment to the Contractor Utilization Plan. Modifications or substitutions may be approved when:

- 1. The Director finds that the Proposer made and provided evidence of good faith efforts to substitute the MBE/WBE listed on the Contractor Utilization Plan with other certified MBE/WBEs for the scope of work or any other scope of work in the contract; AND
- 2. The Director also finds one of the following:
 - a. The listed MBE/WBE is non-responsive or cannot perform; or
 - b. The listed MBE/WBE has increased its previously quoted price to the bidder, proposer or contractor without a corresponding change in the scope of the work; or
 - c. The listed MBE/WBE has committed a material default or breach of its contract with the contractor; or
 - d. Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goals established for the contract; or
 - e. The listed MBE/WBE is unacceptable to the contracting department; or
 - f. The listed MBE/WBE thereafter had its certification revoked; or
 - g. The Proposer or Contractor has not attempted intentionally to evade the requirements of the Program and it is in the best interests of the City to allow a modification or substitution.

B. A modification shall not be made unless the modification or substitution has first been requested and approved by the Director.

XI. Appeals. (Applicable only if the RFQ/P is for a construction project)

- A. In conformance with the Act, appeals may be made to the City Fairness in Construction Board on the following:
 - 1. The grant or denial of a Request for Waiver;
 - 2. Substitution for an MBE/WBE listed on a Contractor Utilization Plan;
 - 3. Modification of the percentage of MBE/WBE participation on a Contractor Utilization Plan;
 - 4. Liquidated Damages;
 - 5. The amount of MBE/WBE credit the Contractor may receive for MBE/WBE participation identified in the contractor utilization plan.
- B. Any appeal must be filed in writing with the Director within ten (10) working days of notice of the determination. Mailing, faxing, personal delivery or posting at HRD of determinations shall constitute notice. The appeal shall state with specificity why the Proposer or Contractor believes the determination is incorrect
- C. Failure to file a timely appeal shall constitute a waiver of a Proposer's or Contractor's right to appeal such determination and such person shall be estopped to deny the validity of any determination which could have been timely appealed.

XII. Access to Documents and Records.

- A. By submitting a proposal, each Proposer agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Proposer as may be necessary to ascertain compliance with the requirements of this document and the Act, within ten (10) days of the date of the written request.
- B. All Proposers agree to cooperate with the contracting department and HRD in studies and surveys regarding the MBE/WBE program.

XIII. Miscellaneous.

- A. A Proposer or Contractor shall bear the burden of proof with regard to all issues on appeal.
- B. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- C. Oral representations are not binding on the City.
- D. The City Council may waive the requirements of this document and the Program and award the contract to the best proposer if the City Council determines a waiver is in the best interests of the City.

XIV. Liquidated Damages – MBE/WBE Program.

- A. If Contractor fails to achieve the MBE/WBE goals stated in its Contractor Utilization Plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate those damages, the

monetary difference between the amount of the MBE/WBE goals set forth in the Contractor Utilization Plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the MBE/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director is not met.

[Specifier: The remainder of this document is applicable ONLY IF the RFQ/P is for a construction project that the City estimates will require more than 800 construction labor hours and cost in excess of \$324,000.00 to construct. If this is not applicable to your RFQ/P, delete the remainder of this document. Be sure to delete this note before printing]

PART B. CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS

(THIS PART IS APPLICABLE TO CITY CONSTRUCTION CONTRACTS ESTIMATED BY THE CITY PRIOR TO SOLICITATION AS REQUIRING MORE THAN 800 CONSTRUCTION LABOR HOURS AND COSTING IN EXCESS OF \$324,000.00.)

I. City's Construction Employment Program.

- A. The City has adopted a Construction Employment Program (Sections 38-83.1 through 38-83.13, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible utilization of minority and women workers in the construction industry. A person or firm who is awarded a contract to construct, reconstruct, improve, enlarge or alter any fixed work that is estimated by the City prior to solicitation as requiring more than 800 construction labor hours, has an estimated costs that exceeds \$324,000.00, and involves the expenditure of public funds, is subject to company-wide construction employment goals. The minimum goals are currently set at 10% for minorities and 2% for women, but public recognition may be provided if the Proposer achieves at least twice the minimum participation. The successful Proposer may meet these company-wide goals by counting the Proposer's utilization of minorities and women throughout the Kansas City metropolitan statistical area.
- B. By submitting a proposal, the Proposer agrees, as a material term of the contract, to carry out the City's Construction Employment Program by making good faith efforts to utilize minority and women workers on the Proposer's job sites to the fullest extent consistent with submitting the best proposal to the City. Proposer agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Proposer in fact meet or exceed the construction employment goals to receive approval from HRD, a Proposer not doing so is required to objectively

demonstrate to HRD that good faith efforts have been made.

C. The following HRD Forms are to be used for Construction Employment Program submittals:

1. Project Workforce Monthly Report (HRD Form 00485.02)
2. Company-Wide Workforce Monthly Report (HRD Form 00485.03)

II. Required Monthly Submissions during Term of Contract.

A. Proposer must submit the following documents on a monthly basis if awarded the contract:

1. **Project Workforce Monthly Report (HRD Form 00485.02).** This report is contract specific. Two copies of this report must be submitted to the Director by the 15th of each month. The first copy will be utilized to report the Proposer's own workforce compliance data with regard to the City's construction contract. The second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained on the City's construction contract. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.
2. **Company-Wide Workforce Monthly Report (HRD Form 00485.03).** This report is not contract specific; it is used to report on the utilization of females and minorities, by trade, company-wide. Two copies of this report must be submitted to the Director by the 15th of each month. The first copy will be utilized to report the Proposer's own workforce compliance data with regard to every contract (both privately and publicly funded) Proposer has in progress throughout the Kansas City metropolitan statistical area. The second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained by Proposer on every contract Proposer has in progress throughout the Kansas City metropolitan statistical area. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

III. Submittal Required for Final Contract Payment.

A. The last Project Workforce Monthly Report(s) and Company-Wide Workforce Monthly Report(s) shall serve as the final reports and must be submitted before final payment will be made and/or retainage released. Proposer shall note the submittal of the final reports by notation in the box entitled "Final Cumulative Report"

IV. Methods for Securing Workforce Participation and Good Faith Efforts.

A. A Proposer is required to make good faith efforts to achieve the construction employment goals. If a Proposer will be unable to secure enough minority and female participation to meet or exceed the construction employment goals, a Proposer must, within a reasonable time after so learning, request a waiver or modification of the goals by the Director of HRD. The Director will examine the Proposer's request and the Proposer's documentation of good faith efforts and grant or deny a waiver or modification. The Director will grant a waiver or modification only if the Proposer has made good faith

efforts to secure minority and female participation.

B. In evaluating good faith efforts, the Director will consider whether the Proposer has performed the following:

1. For those Proposers that are not signatories to a collective bargaining agreement with organized labor:

- a. Requested in writing the assistance of the Director with respect to efforts to promote the utilization of minorities and women in the workforce and acted upon the Director's recommendations; and
- b. Advertised in minority or women trade association newsletters and/or minority or women owned media at least 15 calendar days prior to the utilization of any construction services on the city construction contract and used terminology that sufficiently describes the work available, the pay scale, the application process, and anything else that one might reasonably be expected to be informed of relevant to the position being advertised; and
- c. Maintained copies of each advertisement and a log identifying the publication and date of publication; and
- d. Conducted real and substantial recruitment efforts, both oral and written, targeting resident, minority and women community-based organization, schools with a significant minority student population, and training organizations serving the recruitment area; and
- e. Established and maintained a current list of resident, minority and women recruitment sources, providing written notification to the recruitment sources of available employment opportunities, and maintained records of the notices submitted to the organizations and any responses thereto; and
- f. Maintained a current file for the time period of the city construction contract with the name, address, and telephone number of each resident, minority and woman job applicant, the source of the referral, whether or not the person was hired, and in the event that the applicant was not hired, the reason therefore; and
- g. Promoted the retention of minorities and women in its workforce with the goals of achieving sufficient annual hours for minorities and women to qualify for applicable benefits; and
- h. Required by written contract that all subcontractors comply with the above efforts.

2. For those Proposers that are signatories to collective bargaining agreements with organized labor:

- a. Supported the efforts of the Joint Apprenticeship Training Committee (JATC), a joint effort of Labor Unions and contractors, or some other apprenticeship program, whose purpose is to recruit, train and employ new workers for a full time career in the construction industry; and

- b. Requested in writing from each labor union representing crafts to be employed that:
 - i. the labor union make efforts to promote the utilization of residents of the City, minorities and women in the workforce; and
 - ii. the labor union identify any residents of the City, minorities and women in its membership eligible for employment; and
 - iii. the JATC take substantial and real steps to increase the participation of minorities in the union apprenticeship programs in the aggregate to 30% by 2011 and encourage other labor unions to do the same; and
 - iv. the JATC take substantial and real steps to increase the participation of women in the union apprenticeship programs in the aggregate to 5% by 2011 and encourage other labor unions to do the same; and
 - v. the JATC partner with workforce preparedness programs, community based organizations, employment referral programs and school-sponsored programs to accomplish these goals.
 - c. Collaborated with labor unions in promoting mentoring programs intended to assist minorities and women in increasing retention with the goals of achieving sufficient annual hours to qualify for applicable benefits; and
 - d. Maintained a current file with the name, address, and telephone number of each resident, minority and women worker identified by the labor union, whether or not the person was hired, and in the event the person was not hired, the reason therefore.
 - e. To the extent the good faith efforts applicable to Proposers that are signatories to collective bargaining agreements with organized labor conflict with the procedures implemented by the Proposer in order to comply with the relevant bargaining agreement, the Proposer shall substitute other procedures as may be approved by the Director in writing.
- C. A Proposer will be required to give the City documentation to prove that it made good faith efforts. The Proposer will be contacted by the City with further instructions about when this documentation must be submitted.

V. Appeals.

- A. In conformance with the Program, appeals may be made to the Construction Workforce Board on the following:
 - 1. Determinations by the Director that a contractor did not meet the construction employment goals and did not make a good faith effort to meet the goals;
 - 2. Recommendations by the Director to assess liquidated damages;
 - 3. Recommendation by the Director that a contractor be declared ineligible to receive any city construction contract for a period of time up to one year.
- B. Any appeal must be filed in writing with the Director within ten (10) working days of

notice of the recommendation or determination. The appeal shall state with specificity why the Proposer believes the recommendation or determination is incorrect.

- C. Failure to file a timely appeal shall constitute a waiver of a Proposer's right to appeal such determination or recommendation and such person shall be estopped to deny the validity of any order, determination, recommendation or action of HRD which could have been timely appealed.

VI. Access to Documents and Records.

- A. By submitting a proposal, each Proposer agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Proposer as may be necessary to ascertain compliance with the requirements of this document and the Program, within ten (10) days of the date of the written request. Each Proposer further agrees to require, if awarded the contract, that every subcontractor permit the City the same access to documents and records.
- B. All Proposers agree to cooperate with the contracting department and HRD in studies and surveys regarding the construction employment program.

VII. Miscellaneous.

- A. A Proposer shall bear the burden of proof with regard to all issues on appeal.
- B. The successful Proposer may be required to meet with the Director of HRD or the Director's designee for the purpose of discussing the construction employment program, the Proposer's efforts to realize the goals, and any other problems and/or issues affecting the realization of the goals or the program in general.
- C. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- D. Oral representations are not binding on the City.

VIII. Liquidated Damages; Suspension – Workforce Program.

- A. If a Proposer fails to achieve the construction employment goals without having previously obtained a waiver or modification of those goals, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. These damages are magnified if the failure to abide by the requirements of the Workforce Program is recurring. Therefore, in order to liquidate those damages, City shall be entitled to deduct and withhold the following amounts:

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on one prior occasion within the twenty-four month period immediately preceding the completion of the work under the Contract, the sum of three thousand dollars (\$3,000.00).

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on two or more prior occasions

within the twenty-four month period immediately preceding the completion of the work under the Contract, the sum of seven thousand dollars (\$7,000.00).

- B. In addition, Proposer shall be required to attend mandatory compliance training or be declared ineligible to contract with the City for a term provided herein, and as authorized by City's Code of Ordinances:

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has not previously failed to meet or exceed the goals within the twenty-four month period immediately preceding the completion of the work under the Contract, Proposer shall be required to attend a mandatory training class on Workforce Program compliance.

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on one prior occasion within the twenty-four month period immediately preceding the completion of the work under the Contract, Proposer shall be suspended from participating, either as a contractor or subcontractor, on any future contract with the City for a period of thirty (30) days. Proposer waives any right to invoke any proceeding or procedure under Sections 2-1649 or 2-1801 of City's Code of Ordinances with regards to any suspension arising hereunder.

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on two or more prior occasions within the twenty-four month period immediately preceding the completion of the work under the Contract, Proposer shall be suspended from participating, either as a contractor or subcontractor, on any future contract with the City for a period of six (6) months. Proposer waives any right to invoke any proceeding or procedure under Sections 2-1649 or 2-1801 of City's Code of Ordinances with regards to any suspension arising hereunder.

- b. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

- c. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

- d. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

- e. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

- f. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

(List additional M/WBEs, if any, on additional page and attach to this form)

4. The following is a breakdown of the percentage of the total contract amount that Bidder/Proposer agrees to pay to each listed M/WBE:

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL MBE \$ / TOTAL MBE %: \$ _____ %

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract

TOTAL WBE \$ / TOTAL WBE %: \$ _____ %

*“Subcontract Amount” refers to the dollar amount that Bidder/Proposer has agreed to pay each M/WBE subcontractor as of the date of contracting and is indicated here solely for the purpose of calculating the percentage that this sum represents in proportion to the total contract amount. Any contract amendments and/or change orders changing the total contract amount may alter the amount due an M/WBE under their subcontract for purposes of meeting or exceeding the Bidder/Proposer participation.

**“Weighted Value” means the portion of the subcontract amount that will be credited towards meeting the Bidder/Proposer participation. See HRD Forms and Instructions for allowable credit and special instructions for suppliers.

- Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total

contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation

6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: _____

Address: _____

Phone Number: _____

Facsimile number: _____

E-mail Address: _____

By: _____

Title: _____

Date: _____

(Attach corporate seal if applicable)

Subscribed and sworn to before me this _____ day of _____, 20__.

My Commission Expires: _____

Notary Public



REQUEST FOR MODIFICATION OR SUBSTITUTION

(This Form **must** be submitted to HRD to request substitutions for an MBE/WBE listed in the Contractor Utilization Plan or for modification of the amount of MBE/WBE participation listed in the Contractor Utilization Plan. This Form shall be an amendment to the Contractor Utilization Plan.)

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

Project Goals:	_____ % MBE	_____ % WBE
Contractor Utilization Plan:	_____ % MBE	_____ % WBE

1. I am the duly authorized representative of the above Bidder/Contractor/Proposer and am authorized to request this substitution or modification on behalf of the Bidder/Contractor/Proposer.

2. I hereby request that the Director of HRD recommend or approve: (check appropriate space(s))

a. ____ A substitution of the certified MBE/WBE firm _____,
(Name of new firm)
 to perform _____,
(Scope of work to be performed by new firm)

for the MBE/WBE firm _____ which is currently
(Name of old firm)
 listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan to
 perform the following scope of work: _____.
(Scope of work of old firm)

b. ____ A modification of the amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from
 _____ % MBE _____ % WBE *(Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)*

TO

_____ % MBE _____ % WBE *(Fill in New % of MBE/WBE Participation requested for Contractor Utilization Plan)*

- c. Attach 00450.01 Letter of Intent to Subcontract letter for each new MBE/WBE to be added.
- d. Attach a copy of the most recent 00485.01 or on-line M/WBE Monthly Utilization Report

3. Bidder/Contractor/Proposer states that a substitution or modification is necessary because: (check applicable reason(s))

- ___ The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.
- ___ The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.
- ___ The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.
- ___ Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.
- ___ The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.
- ___ Bidder/Contractor/Proposer has not attempted intentionally to evade the requirements of the Act and it is in the best interests of the City to allow a modification or substitution.

4. The following is a narrative summary of the Bidder's/Contractor's/Proposer's good faith efforts exhausted in attempts to substitute the MBE/WBE firm named above which is currently listed on the Contractor Utilization Plan with other qualified, certified MBE/WBE firms for the listed scope of work or any other scope of work in the project:

5. Bidder/Proposer/Contractor will present documentation when requested by the City to evidence its good faith efforts.

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)

AFFIDAVIT OF INTENDED UTILIZATION

(This Form must be submitted with your Bid/Proposal)

(Department Project)

(Bidder/Proposer)

STATE OF _____)
) ss
COUNTY OF _____)

I, _____, of lawful age and upon my oath state as follows:

- 1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements in the bid/proposal specifications on the above project and is given on behalf of the Bidder/Proposer listed below.
- 2. Bidder/Proposer assures that it presently intends to utilize the following MBE/WBE participation in the above project if awarded the Contract:

PROJECT GOALS: _____% MBE _____% WBE
BIDDER/PROPOSER PARTICIPATION: _____% MBE _____% WBE

- 3. To the best of Bidder's/Proposer's knowledge, the following are the names of certified MBEs or WBEs with whom Bidder/Proposer, or Bidder's/Proposer's subcontractors, presently intend to contract if awarded the Contract on the above project: *(All firms must currently be certified by Kansas City, Missouri Dept. Of Human Relations)*

- a. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
 Area/Scope of work _____
 Subcontract amount _____
- b. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
 Area/Scope of work _____
 Subcontract amount _____
- c. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
 Area/Scope of work _____
 Subcontract amount _____

(List additional MBE/WBEs, if any, on additional pages and attach to this form)

4. Bidder/Proposer will identify before contract award, those MBE/WBE subcontractors with dollar amounts and scopes of work which apply to or exceed the MBE/WBE goals for the Project on the ***Contractor Utilization Plan/Request for Waiver (HRD 08)***.
5. Bidder/Proposer agrees that failure to meet or exceed the MBE/WBE Goals for the above project will automatically render this bid/proposal non-responsive if Bidder/Proposer fails to establish good faith efforts towards meeting the goals as set forth in the HRD Forms and Instructions.
6. If applicable, Bidder/Proposer assures that it will meet or exceed the minimum employment goals of 10% minority and 2% women during the term of its contract with City, or request a waiver of the goals. **NOTE: This paragraph is applicable ONLY if you are submitting a bid/proposal on a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.00.**
7. I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below as:

_____ of _____
 (Title) (Name of Bidder/Proposer)

Dated: _____ By: _____
 (Affiant)

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission Expires: _____

 Notary Public



LETTER OF INTENT TO SUBCONTRACT

Project Number _____

Project Title _____

_____ (“Prime Contractor”) agrees to enter into a contractual agreement with _____ (“M/W/DBE Subcontractor”), who will provide the following goods/services in connection with the above-referenced contract:

(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., “electrical,” “plumbing,” etc.) or the listing of the NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

for an estimated amount of \$_____ or _____% of the total estimated contract value.

M/W/DBE Subcontractor is, to the best of Prime Contractor’s knowledge, currently certified with the City of Kansas City’s Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, **contingent upon award of the contract to Prime Contractor.**

Signature: Prime Contractor

Signature: M/W/DBE Subcontractor

Print Name

Print Name

Title

Date

Title

Date



CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

age, being first duly sworn, states under oath as follows:

1. I am the _____ of _____ who is the general
(Title) (CONTRACTOR)
CONTRACTOR for the OWNER on Project No. _____ and Project Title _____.

2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.

3. (✓) ___ Prevailing wage does not apply; or

(✓) ___ All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.

4. I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved (____%) Minority Business Enterprise (MBE) participation and (____%) Women Business Enterprise (WBE) participation on this contract, and (b) listed herein are the names of all certified M/WBE subcontractors, regardless of tier, with whom I, or my subcontractors contracted.

1. Name of MBE/WBE Firm _____
Address _____
Telephone Number (_____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

2. Name of MBE/WBE Firm _____
Address _____
Telephone Number (_____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

List additional subcontractors, if any, on a similar form and attach to the bid.

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

- (✓) ___ Met or exceeded the Contract utilization goals; or
- (✓) ___ Failed to meet the Contract utilization goals (attach waiver, substitution or modification); or
- (✓) ___ No goals applied to this Project.

5. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.

6. If applicable, I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.01. If applicable you MUST attach copies of your final monthly workforce reports.**

7. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from Kansas City, Missouri, the certification of completion of the Project and receiving payment therefore.

8. If the Contract amount exceeded \$123,500.01, CONTRACTOR has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, CONTRACTOR has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from CONTRACTOR.

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

On this _____ day of _____, _____, before me
appeared _____, to me personally known to be the
_____ of the _____,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of
_____ as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

After being duly sworn the person whose name and signature appears below hereby states under penalty of perjury that:

1. I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor in accordance with the requirements set forth in Section 290.290, RSMo. Subcontractor has completed all of the Work required under the terms and conditions of a subcontract as follows:

Subcontract with: _____, Contractor

Work Performed: _____

Total Dollar Amount of Subcontract and all Change Orders: \$ _____

City Certified MBE WBE DBE NA

List certifications: _____

2. Subcontractor fully complied with the provisions and requirements of the Missouri Prevailing Wage Law set forth in Sections 290.210, RSMo through 290.340, RSMo.

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Corporation
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other (Specify)

Subcontractor's Legal Name and Address

Phone No. _____

Fax: _____

E:mail: _____

Federal ID No. _____

I hereby certify that I have the authority to execute this affidavit on behalf of Subcontractor.

By: _____
(Signature)

_____ (Print Name)

_____ (Title)

_____ (Date)

NOTARY

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission Expires: _____ By _____

Print Name

Title

for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

Affiant's signature

Subscribed and sworn to before me this _____ day of _____,
20____.

Notary Public

My Commission expires:

EXHIBIT B

Original Government Contract

STANDARD CITY CONTRACT

MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV2370

TITLE/DESCRIPTION: Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and Graybar Electric Company, Inc. ("CONTRACTOR").

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated October 6, 2017, that is attached hereto and incorporated into this Contract;
- (c) CITY's RFP No. EV2370 that is incorporated into this Contract by reference;
- (d) any CITY Issued Purchase Order;
- (e) any CITY and CONTRACTOR executed Work Order that is incorporated into a CITY issued Purchase Order;
- (f) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) **Initial Term.** The initial term of this Contract shall begin on February 1, 2018, and shall end on January 31, 2023. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) **Renewal Terms.** At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to three (3) additional two (2) year terms.

- (c) **Transition Term.** Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Purchase Orders and Work Orders.

- (a) **Purchase Order.** CITY shall order all Electrical, Lighting, Data Communications, and Security Products and Related Products, Services and Solutions, (hereinafter "the Products" or "Products and Services" or "Services" depending on the context of the terms used) by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which sufficient funds have been certified and encumbered by the City's Director of Finance. CONTRACTOR shall not provide any "Products" or "Products and Services" or "Services" in excess of the dollar amount contained in any Purchase Order even if there is an executed Work Order between the CITY and CONTRACTOR. CONTRACTOR shall not be entitled to any payment from CITY in excess of the dollar amount of the Purchase Orders from CITY even if such amount is authorized in a Work Order executed by CITY and CONTRACTOR. All Purchase Orders shall automatically incorporate the Contract and all Contract requirements even if the Contract is not referenced.
- (b) **Goods and Products.** CONTRACTOR shall timely provide all Goods and Products ordered by the CITY at the Prices set forth in the Contract. The terms "Goods" and "Products" are used interchangeably under this Contract and each term includes the other term.
- (c) **Services or Work Orders for both Products and Services.**
 1. The CITY may request CONTRACTOR to provide Services or both Products and Services. Prior to CONTRACTOR submitting a written detailed Proposal for Services or for both Products and Services to a requesting CITY Department, the CONTRACTOR must obtain written authorization from the CITY's Manager of Procurement Services to submit a Proposal to the CITY Department. CONTRACTOR shall not perform any Services or provide both Services and Products unless the Manager of Procurement Services authorizes CONTRACTOR to provide Services or both Products and Services and all other contractual requirements are met including the Pricing for all Products, Products and Services and Services.
 2. Prior to the Manager of Procurement Services authorizing CONTRACTOR to provide Services or both Products and Services to a CITY Department, the Manager of Procurement Services shall:
 - a. Obtain MBE/WBE goals from the CITY's Director of Human Relations if the estimated cost of the Services or Products and Services exceeds the dollar thresholds for MBE/WBE goals and Workforce Goals for MBE/WBE goals;
 - b. Have the CITY's Director of Human Relations determine whether the needed Services are subject to Prevailing Wage requirements and Payment Bond and Performance and Maintenance Bond requirements;

- c. Any other Legal requirements including compliance with the CITY's SLBE requirements
 - d. if the CITY's MBE/WBE program requirements are not applicable due to not meeting the dollar thresholds.
3. If the Manager of Procurement Services authorizes CONTRACTOR to submit a Proposal for Services or for both Products and Services, CONTRACTOR shall submit a detailed Proposal that includes the Scope of Services, the Proposed Schedule, the Price and if applicable, comply with MBE/WBE goals, Prevailing Wage requirements, and Payment Bond and Performance Bond requirements, or SLBE requirements. If the CITY and CONTRACTOR agree to CONTRACTOR's Proposal, the CITY will issue a Purchase Order and Work Order that is executed by the CITY and CONTRACTOR. All Work Orders and Purchase Orders signed by the CITY and CONTRACTOR shall automatically incorporate this Contract (even if the Work Order does not specifically incorporate this Contract).
- (d) CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: monthly.

Sec. 4. Effective Date of Contract.

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

Sec. 5. Invoices.

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.

- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.
- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.
- (f) Payment terms are net 30 days.

Sec. 6. Representations and Warranties of CONTRACTOR. CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.
- (e) CONTRACTOR warrants that all goods and Products are sold free of any security interest and will make available to CITY all transferable warranties (including without limitation

warranties with respect to intellectual property infringement) made to CONTRACTOR by the manufacturer of the goods. CONTRACTOR MAKES NO OTHER IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR CONNECTION WITH 1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR 2) IN A HEALTHCARE SITUATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

- (f) Neither party shall be liable for any delay or failure to perform under this Agreement in the event and to the extent that such delay or failure arises out of war, civil commotion, acts of God, accident, fire or water damage, explosion, strikes or lockouts, delay in transportation, legislative action, government regulations or any other event beyond the respective party's reasonable control.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.
- (c) CITY's remedies under this Agreement for the purchase of Goods and Products are subject to any limitations contained in manufacturer's terms and conditions to CONTRACTOR, a copy of which will be furnished upon written request. Furthermore, CONTRACTOR's liability shall be limited to either repair or replacement of the goods or Products and refund of the purchase price, all at CONTRACTOR's option, and in no case shall CONTRACTOR be liable for incidental or consequential damage. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

The limitation of remedies imposed by this Section is only applicable to Products and Goods provided by CONTRACTOR and this limitation of remedies section is not applicable if CONTRACTOR provides Services or both Products, Goods and Services pursuant to Section 3(c) of this Contract.

Sec. 11. Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

(a) For purposes of this Section:

1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

(b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.

(c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; In executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceed \$160,000.01 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 16. Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY: City of Kansas City, Missouri
 Procurement Services Division
 414 East 12th Street, 1st Floor, Room 102 W
 Kansas City, Missouri 64106
 Attention: Cedric Rowan, C.P.M., Manager

E-mail: cedric.rowan@kcmo.org
Telephone: (816) 513-0814
Facsimile: (816) 513-1066

With copies to: Law Department of Kansas City, Missouri
414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106
Attention: Cecilia Abbott, Esq., City Attorney
E-mail: cecilia.abbott@kcmo.org
Telephone: (816) 513-3127
Fax: (816) 513-3133

If to the CONTRACTOR: Graybar Electric Company, Inc.
Ronald Drescher, National Sales Manager, Corporate Sales
11885 Lackland Road
St. Louis, Missouri 63146
E-mail: ron.drescher@graybar.com
Telephone: (301) 306-3263
Mobile: (301) 830-1424

Sec. 18. General Indemnification.

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental

immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 19. Indemnification for Professional Negligence. If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

Sec. 20. Insurance.

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
 2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
 4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.

- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 21. Interpretation of the Contract.

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arm's length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall, in cooperation with a representative of supplier, resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement. The decision of CITY's Manager of Procurement shall be final and conclusive if all parties have acted in good faith.
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential

adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement.

- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section, as amended, and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 22. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 23. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract. CONTRACTOR represents that the prices set for herein are not less favorable than those currently extended to any other similarly situated government, governmental entity, political subdivision, city, state, school district or other public entity customer, for the same goods, in equal or seller quantities, as part of similar market basket, and under similar terms.

Sec. 24. Assignability and Subcontracting.

- (a) **Assignability.** Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- (b) **Subcontracting.** Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 25. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

Sec. 26. Minority and Women's Business Enterprises.

- (a) CONTRACTOR shall assist City Certified Minority Business Enterprises (MBEs), City Certified Woman Business Enterprises (WBEs) and City Certified Small Local Business Enterprises (SLBEs) grow, develop, and prosper in the public sector by implementation of the requirements of this Section.
- (b) CONTRACTOR shall provide the same U.S. Communities national discounted pricing received by the City to City Certified MBEs, WBEs and SLBEs when City Certified MBEs, WBEs, and SLBEs bid or submit a proposal on City of Kansas City, Missouri Construction or Maintenance Solicitations and other public sector Construction and Maintenance Solicitations to allow City Certified MBEs, WBEs, and SLBEs, to incorporate the same National Discounted U.S. Communities pricing received by the City in their bids and proposals to the City and other public entities and save the taxpayers money.

Sec. 27. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORS enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

Sec. 28. Emergencies.

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the

disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.

- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 29. Time of Delivery. Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

Sec. 30. F.O.B. Destination. All deliveries of Products shall be F.O.B. Destination and all freight charges are included in the Purchase Price charged by CONTRACTOR to the CITY.

- (a) The proposed pricing applies to normally stocked Graybar materials. Discounts offered are based on the Graybar List Price or Cost in effect at time of order.
- (b) Standard delivery policy provides customers with next day service, free of charge, for materials stocked in the branch and within the standard service area.
- (c) Orders requiring same-day or expedited next-day service, non-stock items, special order or special handling and materials obtained from other Graybar warehouses or manufacturers, may include shipping or handling charges. Any shipping, handling or other costs will be negotiated at time of order.

Sec. 31. Quality. All Products shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

Sec. 32. Brand Name or Equal. Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions". The CITY may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the CONTRACTOR'S expense all items that are not acceptable as

equals, said items to be replaced by the CONTRACTOR with satisfactory items at the original submitted price.

Sec. 33. Commercial Warranty. The CONTRACTOR agrees that the Products and Services furnished under this Contract shall be covered by the most favorable commercial warranties the CONTRACTOR gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this contract. CONTRACTOR represents that the warranties set forth herein are not less favorable than those currently extended to any other similarly situated government, governmental entity, political subdivision, city, state, school district or other public entity customer, for the same goods, in equal or less quantities, as part of the similar market basket, and under similar terms.

Sec. 34. Sellers Invoice. Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

Sec. 35. Inspection and Acceptance. Inspection and acceptance will be at destination unless specified otherwise, and will be made by the CITY department shown in the shipping address or other duly authorized representative of the CITY. Until delivery and acceptance, and after any rejection, risk of loss will be on the CONTRACTOR unless loss results from negligence of the CITY. CONTRACTOR will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

Sec. 36. Loss and Damaged Shipments. Risk of loss or damage to items prior to the time of their receipt and acceptance by the CITY is upon the CONTRACTOR. The CITY has no obligation to accept damaged shipments and reserves the right to return at CONTRACTOR's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

Sec. 37. Late Shipments. CONTRACTOR is responsible to notify the CITY department receiving the items and the Senior Buyer of any late or delayed shipments. The CITY reserves the right to cancel all or any part of an order if the shipment is not made as promised.

Sec. 38. Tax Exemption - Federal and State.

- (a) The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- (b) The CITY is exempt from payment of Missouri Sales and Use Tax in accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 39. Annual Appropriation of Funds.

- (a) Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are

funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.

- (b) In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Sec. 40. Performance and Maintenance Bond and Payment Bond.

- (a) If a Work Order is estimated to exceed \$50,000.00 and is for the erection, construction, alteration, repair or improvement of any building, road, street, public utility or other public facility owned by the public entity as defined by Section 107.170, RSMo, CONTRACTOR shall obtain a performance and maintenance bond and payment bond as required by this Section. The City approved performance and maintenance bond and payment bond are incorporated in this Contract by reference and Contractor shall require its Surety to issue the performance and maintenance bonds and payment bonds on City approved forms.
- (b) All Bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of such agent's authority to act must accompany all Bonds signed by an agent. If the surety on any Bond furnished by Seller is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of the preceding sentence, Seller shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.
- (c) The performance and maintenance bond and payment bond shall remain in effect at least one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.
- (d) All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety that is duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds. All surety companies shall hold an A.M. Best rating of B+, V, or better.
- (e) If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 B, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

Sec. 41. Prevailing Wage.

- A. Prevailing Wage.** If a Work Order includes work that requires payment of prevailing wage as set forth in Sections 290.210 to 290.340, RSMo (the "Law"), CONTRACTOR shall pay workers prevailing wage in accordance with this Section and the Law. Under the Law, work that meets the definition of "construction" "includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair." "Maintenance work that is not subject to the Law is defined as "the repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased."
1. Contractor shall comply and require its Subcontractors to comply with;
 - a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and
 - b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and
 - c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and
 - d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.
 2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements." In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.
 3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
 4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City's Form 00490 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.
 5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's forms. Contractor shall:
 - a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's "Daily Labor Force Report" Form indicating the worker's name, occupational title or classification group and skill and the workers' hours. City shall furnish blank copies of the Daily Labor

Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

- b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and
- c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.

The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."

6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.
7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.
8. If the Contract Price exceeds \$250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar

Information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.
 10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.
 11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.
 12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340; RSMo.
- B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.
1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars (\$100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed whether or not the Contract Times have expired.
 2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

C. Excessive Unemployment.

1. **Resident Laborers** means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.
2. **"Nonrestrictive States"** means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>.
3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.
4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

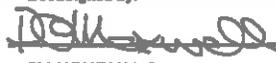
Sec. 42. Workforce. If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this Contract.

Contractor shall comply with City's Workforce Program Reporting System requirements. Contractor shall use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

CONTRACTOR

I hereby certify that I have the authority to execute this document on behalf of CONTRACTOR.

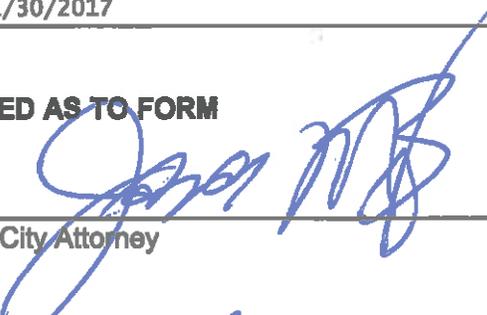
Contractor: Graybar Electric Company, Inc.

By: 

Title: 68A4AF80F14041C SVP, Sales

Date: 11/30/2017

APPROVED AS TO FORM


Assistant City Attorney

KANSAS CITY, MISSOURI

By: 

Title: Manager of Procurement Services

Date: 12/30/2017

AMENDMENT NO. 1 to STANDARD CITY CONTRACT

MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV2370.1

TITLE/DESCRIPTION: Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

THIS Amendment No. 1 to Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and GRAYBAR ELECTRIC COMPANY, INC. ("CONTRACTOR")

WHEREAS, the City and the Contractor are parties to that certain Master Contract for Products and Services (No, EV2370), dated February 1, 2018 (the "Original Agreement"), pursuant to which Contractor agreed to sell, and the City agreed to buy, certain products and services on the terms and conditions set forth therein;

WHEREAS, the parties mutually believe it is equitable, desirable and appropriate to amend the Original Agreement to more clearly address expected increases in Contractor's costs that were not anticipated and are and will not be reflected in the scheduled product price set forth in the Original Agreement; and

WHEREAS, the parties mutually desire to amend the Agreement upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. A new Section 38A is hereby inserted in the Original Agreement, as follows:

Sec. 38A. Other Charges. The contract price for Products shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed assessed or collected by any governmental body, whether or not reflected in the Product price charged to CONTRACTOR, and CONTRACTOR may increase its cost for Products appropriately to take into account such increases in CONTRACTOR'S Product costs.

2. Except as amended hereby, the Original Agreement and all of its terms shall remain in full force and effect.

CONTRACTOR

I hereby certify that I have the authority to execute this document on behalf of CONTRACTOR.

Contractor: Graybar
By: Bill Hoyt DocuSigned by: Bill Hoyt
Title: VP - Strategic Accounts 85F91C6F9578470...
Date: 6/17/2019

APPROVED AS TO FORM

DocuSigned by: Jim Brady
Jim Brady
Assistant City Attorney 88A11011E4D... (Date)

KANSAS CITY, MISSOURI DocuSigned by: Cedric Rowan
By: Cedric Rowan A0DFC4EF24E34AB...
Title: Manager of Procurement Services
Date: 6/17/2019



MODIFICATION OF CONTRACT



1. Modification No.:1 Effective Date: 02-01-23	2. Contract EV2370 Effective Date: 02-01-18
3. Senior Procurement Officer: Mia Wilson Telephone Number: (816) 513-0778	5. Supplier – Name and Address GRAYBAR ELECTRIC COMPANY INC ATTN: JEFF PESKUSKI 11885 LACKLAND ROAD ST. LOUIS, MISSOURI 63146 630-640-4905
4. Issued By CITY OF KANSAS CITY, MISSOURI Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12 th Street Kansas City, Missouri 64106-2793	

6. **SPECIAL INSTRUCTIONS:** Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.

7. Description of Modification

ELECTRICAL,LIGHTING,DATA COMMUNICATIONS AND SECURITY PRODUCTS AND RELATED PRODUCTS,SERVICES AND SOLUTIONS

Contract **EV2370** is renewed for two (2) years, February 1, 2023 to January 31, 2025 by exercising the options to renew, the authority for which is contained in Section 3 of the CONTRACT.

Taxpayer Clearance Letter. In accordance with City Ordinance No. 010461, if the City renews a contract, the Vendor shall provide new proof of tax compliance dated not more than ninety (90) days prior to the renewal date of the contract. Submission of this proof shall be a condition precedent to the City making the first payment under such renewal. This tax clearance letter may be obtained from the City's Revenue Division at (816) 513-1135 or (816) 513-1083.

All other Terms and Conditions of Contract **EV2370** remain unchanged.

8. City of Kansas City, Missouri

By: Darrell Everette, CPSM,MBA

DocuSigned by:

Darrell Everette

Manager of Procurement Services

This Day: 11/28/2022

EXHIBIT C

City's Insurance and Indemnity

Exhibit C

Insurance and Indemnity

INDEMNIFICATION

To the furthest extent allowed by law, VENDOR shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, VENDOR or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Contract. VENDOR'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

If VENDOR should subcontract all or any portion of the work to be performed under this Contract, VENDOR shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, VENDOR shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, VENDOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to VENDOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this

Agreement. No action taken by CITY pursuant to this section shall in any way relieve VENDOR of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by VENDOR shall not be deemed to release or diminish the liability of VENDOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by VENDOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of VENDOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

1. PRODUCTS LIABILITY INSURANCE: VENDOR shall maintain, and provide the City of Fresno with verification of, manufacturer's products liability insurance policy in excess of \$1,000,000 by providing a certificate of insurance on said Bid Item(s) equipment. Certificates shall be issued by an insurance company meeting the requirements to conduct business in the state of California. City of Fresno is required to be an additional insured with primary and non-contributory coverage in favor of the City on this General Liability Policy.

If the scope of work includes delivery, the requirements below apply in addition to the above requirements.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

VENDOR shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

UMBRELLA OR EXCESS INSURANCE

In the event VENDOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-

contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

VENDOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and VENDOR shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

(i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. VENDOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, VENDOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, VENDOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

(ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.

(iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured all ongoing and completed operations. Additional Insured endorsements under the General Liability policy must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

(iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that VENDOR'S insurance shall be primary to and require no contribution from the City. Primary and Non Contributory language under the General Liability policy must be as broad as that contained in ISO Form CG 20 01 04 13. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers.

(v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

(vi) All insurance policies required herein shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

PROVIDING OF DOCUMENTS

VENDOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, VENDOR shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of VENDOR shall also be required to provide all documents noted herein.

SUBCONTRACTORS

If VENDOR subcontracts any or all of the services to be performed under this Agreement, VENDOR shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, VENDOR will be solely responsible for ensuring that it's subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.