



COUNTY OF SAN DIEGO
PURCHASING & CONTRACTING

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February 28, 2024

REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES

The County of San Diego is seeking proposals from firms interested in providing Government Recruitment Services (“Offerors”).

The County has posted this solicitation on its official BuyNet website at <https://sdbuynet.sandiegocounty.gov/>. Offerors should go to BuyNet for the most up-to-date information and to submit Questions and proposals. In order to see all information related to this RFP, to submit Questions, and to receive notifications of updates, Offerors must select “Participate in RFX” for this solicitation in BuyNet.

The contract term is anticipated to be an initial (base) period of one (1) year(s) with four (4) one-year options.

The Contracting Officer for this solicitation is Josielyn Kaai, Contracting Officer, josielyn.kaai@sdcounty.ca.gov

This RFP package includes:

- This Cover Letter to the RFP
- RFP Instructions and Rules
- Evaluation Criteria
- Submittal Items
- Proposal Cover Page (PC 600 Form)
- Representations and Certifications Form
- Nondisclosure Indemnification Agreement
- DVB Requirements and Forms
- Draft Agreement, which includes drafts of the following:
 - Exhibit A – S Statement of Work
 - Exhibit B – Insurance Requirements
 - Exhibit C – Payment Schedule
 - Exhibit D – National Association of Counties Program, Public Promise Procurement

SCHEDULE

Below is the County’s timeline for this RFP. This timeline is subject to change at any time, at the County’s sole discretion. The County will issue an addendum for changes to the Pre-Proposal Conference date, Questions due date, or Proposal due date. The actual timing and sequence of events resulting from this RFP shall ultimately be determined by the County.

Event Description	Date and Time (San Diego Time)
Pre-Proposal Conference	March 11, 2024 at 10:00 a.m.
Questions due	March 25, 2024 prior to 5:00 p.m.
Proposals due	April 22, 2024 prior to 3:00 p.m.

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES

PRE-PROPOSAL CONFERENCE

The County will hold a pre-proposal conference by Video/Teleconference using the Microsoft Teams platform on the Date and Time listed in Schedule. To participate, contact Josielyn Kaai (josielyn.kaai@sdcounty.ca.gov) to RSVP and obtain login information. The County will provide an overview of the RFP process and may provide a program/technical overview and other information. Requests for clarification related to definition or interpretation of this RFP shall be submitted in writing as Questions in accordance with Section 8 (Duty to Inquire, Questions, and Explanation to Offerors). Attendance at the pre-proposal conference is encouraged but not mandatory.

PROPOSAL SUBMITTAL

Offeror must submit a complete original proposal in accordance with the format provided in this solicitation to the County of San Diego, Department of Purchasing and Contracting, through electronic upload to BuyNet before the Date and Time listed in Schedule.

- Offerors are advised to review section 2 of this RFP regarding acceptable formatting of documents and signatures.
- If Offeror is unable to submit via BuyNet for any reason, Offeror may submit by providing the Purchasing and Contracting front desk with either (i) electronic files on CD/DVD or, (ii) a printed proposal. Offeror must prominently mark such submissions with the RFP number on the outside of the packaging. Please use this method only if unable to submit through BuyNet.
- When submitting via BuyNet, Offerors should allow for sufficient time to submit by an alternate method in the event of technical difficulties.
- Offerors are advised to review the County's COVID-19 Updates for County Contracts and Contractors, found at https://www.sandiegocounty.gov/content/sdc/purchasing/COVID-19_Updates.html, for any guidance that may affect proposal submission procedures.
- The County's decision about the timeliness or responsiveness of any submitted document shall be final, and the County has the discretion to waive or not waive any defect or nonconformance.

QUESTIONS

Questions regarding this RFP shall be submitted in writing to the Contracting Officer by the Date and Time listed in the Schedule, in accordance with section 8 (Duty to Inquire, Questions, and Explanation to Offerors).

Please be aware that the County has changed its procedure for submitting Questions. Questions should be submitted via BuyNet, by sending a message to the Contracting Officer through the “Discussions” functionality.

Non-Offerors should direct inquiries regarding this solicitation to the Contracting Officer.

BACKGROUND

Public Promise Procurement is a National Association of Counties program to help Participating Public Agency acquire goods and services efficiently and cost effectively through strategic sourcing that harnesses the power of state and local government purchasing nationwide. This is accomplished through the award of competitively solicited contracts for high quality products and services by a well-respected public agency serving as the Lead Public Agency. The contracts are available for use by the Lead Public Agency and by other Participating Public Agencies.

The National Association of Counties is a non-profit membership organization owned by America's county governments that represents 40,000 county elected officials and 3.6 million county staff. Through NACo, counties unite to advocate for their priorities in federal policy making and to optimize taxpayer resources.

The County of San Diego, as the Lead Procurement Agency, defined in Exhibit D, has partnered with the National Association of Counties (NACo) Edge, Public Promise Procurement Program, to make the resultant contract (also known as the “Master Agreement”) in materials distributed by NACo Edge from this solicitation available to other public agencies

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES

nationally, including Local Governments & Special Districts, State Agencies, Public School Districts, Non-Profits and Higher Education Institutions for the public benefit (“Public Agencies”). The County of San Diego is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with NACo Edge as a Participating Public Agency in the Public Promise Procurement Program National Purchasing Cooperative Program. Exhibit D, Attachment A, contains additional information on the NACo Edge, Public Promise Procurement Program, National Purchasing Cooperative Program, and the Master Intergovernmental Cooperative Purchasing Agreement.

NACo Edge provides shared services and supply chain optimization to state, local, education, and other government entities. NACo Edge leverages the spending of public agencies nationwide to command the best prices on products and services. With executive support from the Supplier along with pricing and sales commitments, NACo Edge provides marketing and administrative support for the Supplier that directly promotes the Supplier’s products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract allowing Participating Public Agencies to purchase goods and services directly without the Supplier’s need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and fulfill obligations as a nationwide Supplier and respond to the NACo Edge documents (Attachment D).

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES

RFP INSTRUCTIONS AND RULES

1. RFP PROCESS

- 1.1. RFPs shall normally be made available on the County of San Diego's BuyNet Website at <https://sdbuynet.sandiegocounty.gov/>. If you are unable to download this document, you may request a hard copy from Purchasing and Contracting's front desk or contact clerical support at (858) 505-6367.
- 1.2. The County reserves the right to host pre-proposal conference(s). If scheduled, the date, time, and location for the pre-proposal conference(s) will be as set forth in this RFP or as otherwise provided on BuyNet.
- 1.3. Offerors should submit all Questions by the Date and Time specified in the cover letter to this RFP.
- 1.4. Proposals received, including any additions, revisions, and clarifications, will be evaluated by a Source Selection Committee (SSC) appointed by a Source Selection Authority(s) (SSA).
- 1.5. If, at any point in the selection process, the County determines that a proposal will no longer be considered for award, the Contracting Officer will attempt to notify the Offeror.
- 1.6. During the selection process, the SSA may determine that an Offeror's proposal is no longer in the competitive range and that it will no longer be considered for award.
- 1.7. The County reserves the right to request clarification and/or additional information ("Clarification") from Offerors. The Contracting Officer will determine the appropriate means of requesting and obtaining Clarification, which may include telephonic communication, email, letter, presentation, oral interview, or an addendum or revision to the proposal. The County may invite Offerors to make presentations to, or participate in interviews with, the County at a date, time, and location determined by the County. Notwithstanding the foregoing, the County is not obligated to seek Clarification, therefore Offerors are advised to submit complete and accurate information in the proposal.
- 1.8. At any point in the selection process, the SSA may authorize discussions to be held with one or more Offerors in the competitive range. Discussions may include requests for revised proposals, Best and Final Offers (BAFOs), or addenda to the proposal that may contain additional selection factors.
- 1.9. The SSC may recommend to the SSA that award be made to one or more Offerors.
- 1.10. After receipt and approval of the SSA's decision, the Contracting Officer will post a Notice of Intent to Award.
- 1.11. Upon Posting of the Notice of Intent to Award (NOI) a contract to the Offeror(s) whose proposal(s) has been ranked highest by the County on the basis of best value to the County, the Contracting Officer will enter into contract finalization negotiations and, upon the successful completion, award a contract(s).
- 1.12. The County may rescind or modify the NOI at any time due to unsuccessful negotiations or if the County otherwise determines that it is in its best interest to do so.
- 1.13. Reserved.
- 1.14. The County may, at any time, restart evaluations, modify or replace the membership of the SSC, or correct any deficiencies in the procurement process or evaluation.
- 1.15. The County, in its sole discretion, may determine or alter the timing and sequence of events resulting from this RFP.
- 1.16. When referring to the firm submitting the response to this RFP, the term means a corporation, partnership, limited liability company, limited partnership, limited liability partnership, joint venture, sole proprietorship, or any other legal body able to legally perform business in the State of California.
 - 1.16.1. When referring to the firm's ability to satisfy specific requirements, the term shall also include any parent, subsidiary or related corporation, partnership, limited liability company, limited partnership, limited liability partnership, joint venture, sole proprietorship or any other legal body which the submitting firm acquired or merged with, or will use as a guarantor in providing services to the County should the submitting firm be selected for ultimate award of the contract.
 - 1.16.2. In the event that an Offeror is involved in a merger, acquisition, or other change in control, the County reserves the right to award a contract to a resulting entity.

2. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

- 2.1. It is the Offeror's responsibility to submit a proposal based on the most current RFP, addenda thereto, responses to Questions, any diligence material made available by the County, and any other information posted on BuyNet.

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES

Offerors must consistently check BuyNet for information and are responsible for complying with any requirements posted on BuyNet relating to this RFP. The County has no obligation to contact Offerors directly with any such RFP-related information.

- 2.1.1. In order to see all information related to this RFP, to submit Questions, and to receive notifications of updates, Offerors must select “Participate in RFX” for this solicitation in BuyNet.
- 2.2. Offerors shall submit one original proposal prior to the date and time specified and through the means specified in the cover letter to this RFP.
 - 2.2.1. When requested, Offeror shall also submit additional copies of the proposal in the manner requested. Copies should be clearly marked as such and labeled with the copy number.
 - 2.2.2. For proposals submitted electronically through BuyNet, the time on the BuyNet server shall be considered the official time for the purpose of determining timely submittal.
 - 2.2.3. For proposals submitted at the Purchasing and Contracting front desk, the time stamp at the front desk shall be considered the official time for the purpose of determining timely submittal.
 - 2.2.4. In the event of multiple submittals of an original proposal by an Offeror, the County will only consider the most recent submittal submitted before the due date and time. The County will not review or consider previous submittals, whether submitted at the front desk or through BuyNet. Offerors are strongly encouraged to submit only one original proposal and to withdraw or replace any previous submittals in the event they update their proposal. Proposals may be found non-conforming if the County is unable to determine which proposal is the most recent, timely submittal.
- 2.3. All proposals shall be signed with a handwritten signature by an authorized officer or employee of the Offeror. The name, title, mailing address, email address, and phone number of the authorized officer or employee shall be included. Scanned .pdf images of pages containing original handwritten signatures are acceptable for submission of an electronic file.
 - 2.3.1. Offerors may optionally submit clear pictures, in .jpg, .jpeg, .gif, or .png format, of signature pages containing original handwritten signatures. However, the County requests that Offerors use this method only if they are unable to submit a .pdf with scanned signatures.
 - 2.3.2. Electronic or digital signatures will not be accepted.
- 2.4. The proposal must be submitted in compliance with the following format, unless otherwise specified in this RFP:
 - 2.4.1. Submit electronic proposals as files in .pdf format. Separate each exhibit into one or more files. Clearly name files as to the exhibit and order. Pages requiring signatures must be scanned from an original handwritten signature. Other pages may be scanned or converted to .pdf from other file formats. Converted and searchable formats are preferred.
 - 2.4.2. Proposals shall be formatted to print on 8-1/2” x 11” page size, with no less than 1/2” margins and eleven (11) point font.
 - 2.4.3. Proposals shall be formatted as black ink on white background/paper with no shading or otherwise suitable for black and white reproduction.
 - 2.4.4. Pages shall be consecutively numbered within the bottom or top margin of each page, including attachments.
 - 2.4.5. Each proposal shall be typed and be concise but comprehensive. Proposals shall not include unnecessarily elaborate brochures, visual or other presentations, or artwork beyond what is sufficient to present a complete and effective proposal.
- 2.5. Your proposal must be organized in accordance with this RFP. Unless otherwise specified, the proposal shall conform to the following organization:
 - 2.5.1. A completed and signed PC 600 Form submitted as the cover of Offeror’s proposal;
 - 2.5.2. A completed and signed Representations and Certifications form;
 - 2.5.3. A Completed and signed Nondisclosure Indemnification Agreement (if applicable);
 - 2.5.4. Completed DVB forms;
 - 2.5.5. Any other required forms;
 - 2.5.6. A table of contents listing the contents of the proposal by page number;
 - 2.5.7. A Program/Technical exhibit;
 - 2.5.8. A Cost/Price exhibit;
 - 2.5.9. A Confidential/Proprietary exhibit (if applicable).

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES

- 2.6. Offerors shall submit separate exhibits in separate files for the Program/Technical; Cost/Price; and (if applicable) Confidential/Proprietary exhibit components of their proposal.
 - 2.6.1. For the Program/Technical exhibit:
 - 2.6.1.1. Content shall be organized to correspond to the applicable question or item within Submittal Items. All forms, responses, and attachments shall be sequentially numbered to correspond to the applicable question or item.
 - 2.6.1.2. No price data are to be included in the Program/Technical exhibit.
 - 2.6.1.3. No confidential or proprietary information, including PI (Personal Information), PII (Personally Identifiable Information), or PHI (Protected Health Information), is to be included in the Program/Technical exhibit. Responses that include confidential or proprietary information shall refer to the response contained within the Confidential/Proprietary exhibit (for example, if Submittal Item 1 requires staff Social Security Numbers, the response to Submittal Item 1 shall state: “See response 1 contained within the Confidential/Proprietary exhibit”).
 - 2.6.1.4. If price or confidential/proprietary information is included in the Program/Technical exhibit, the County may, at its sole discretion, remove such information or declare the proposal non-conforming.
 - 2.6.2. For the Cost/Price exhibit:
 - 2.6.2.1. All cost and pricing information must be contained within Cost/Price exhibit. No additional compensation will be allowed. If performance or payment bonds are required, the cost of providing the bond shall be included in the proposed pricing.
 - 2.6.3. Submit a separate Confidential/Proprietary exhibit (if applicable):
 - 2.6.3.1. The County is a public agency subject to applicable disclosure requirements, including the Public Records Act, California Government Code § 6250 *et seq.* The County intends to publish contracts, which may contain some or all of the successful proposal(s), to its public website. If an Offeror asserts that information contained within its submission is confidential or proprietary:
 - 2.6.3.2. It must be submitted in a separate clearly labeled exhibit with all pages marked as “CONFIDENTIAL/PROPRIETARY EXHIBIT.”
 - 2.6.3.3. Offeror must provide a signed Nondisclosure Indemnification Agreement.
 - 2.6.3.4. In accordance with the California Public Records Act, the County will not treat any pricing or terms and conditions as confidential or proprietary. If the County determines that a submission improperly designates pricing or terms and conditions as confidential or proprietary, the County may, at its sole discretion: (i) deem the information releasable; (ii) declare the submission non-conforming/non-responsive; or, (iii) take any other appropriate action.
- 2.7. All proposals become the property of the County upon submission. An Offeror may request the return of its proposal upon withdrawal, as specified in Paragraph 6, which return the County may grant or deny in its sole discretion.
- 2.8. The County has the right to withhold all information regarding this procurement until after contract award, including, but not limited to: the number of proposals received; the identity of Offeror(s); the content of proposals; the County’s evaluation and results thereof; and, the identity of the members of the SSC. Information releasable after award is subject to the disclosure requirements and withholding exemptions of the California Public Records Act.

3. EVALUATION AND SELECTION

- 3.1. The County shall have the discretion, but not the obligation, to construe any submission as non-conforming and ineligible for consideration if it does not conform to the requirements of the Request for Proposals. The County shall also have the discretion to waive any irregularities or deviations from the requirements of the Request for Proposals in any submission.
- 3.2. Evaluations shall be based on the criteria contained in the Evaluation Criteria and Submittal Items.
- 3.3. The County may consider information known to the County, in addition to the information provided in response to the RFP.
- 3.4. At any point in the evaluation process, the County may determine that a proposal is unacceptable in any area and no longer consider it for award.

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES

- 3.5. When evaluating Offeror's Program/Technical response, County may appropriately consider the Environmental Impact (as that term is defined in Board of Supervisor's Policy B-67 "Environmentally Preferable Procurement") of the proposed products and/or delivery of services, in accordance with Board Policy B-67. Offerors are encouraged to include information regarding Environmental Impact(s) in submissions.
- 3.6. When evaluating an Offeror's pricing, the County may also consider the effect of the proposal on the overall total cost to the County.

4. DETERMINATION OF ECONOMY AND EFFICIENCY

Pursuant to County Charter §§ 703.10 and 916, award of a contract resulting from this RFP may be subject to the County's requirement to determine that the services can be provided more economically and efficiently by an independent contractor than by persons employed in the Classified Service.

5. COUNTY COMMITMENT

- 5.1. This RFP does not commit the County to award a contract, nor does it commit the County to pay any of Offeror's costs incurred in the preparation or submission of the proposal. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- 5.2. The County reserves the right to accept or reject any or all proposals received as a result of this RFP or to separately procure the same or similar goods or services.
- 5.3. The County reserves the right to terminate this RFP in part or in whole at any time prior to contract execution.
- 5.4. No prior, current, or post award communication(s) with any officer, agent, or employee of the County shall affect or modify any terms or requirements of this RFP, except as explicitly provided for in this RFP.

6. LATE, MODIFIED, OR WITHDRAWN PROPOSAL

- 6.1. A proposal that is received, but that is not received at the office or by the electronic means designated in the solicitation by the exact time specified for receipt, will not be considered for award unless: it is received before award is made; the County determines that it is in its best interest to accept the proposal; and
 - 6.1.1. It was sent by mail or personal delivery, and it is determined by the County that the late receipt was due solely to mishandling by the County after receipt; or,
 - 6.1.2. No timely and conforming proposal was submitted.
- 6.2. Proposals may not be modified after the due date, except for modifications resulting from the Contracting Officer's request for a revised proposal, Best and Final Offer (BAFO), or an addendum to the proposal.
- 6.3. Proposals may be withdrawn by written notice signed by a duly authorized representative of Offeror if received prior to Notice of Intent to Award. Thereafter, all proposals constitute firm offers, subject to negotiation, that will remain open and cannot be revoked, withdrawn, or modified for a period of six (6) months thereafter.

7. DILIGENCE

- 7.1. The County and its agents, advisors, and representatives make no representation or warranty, express or implied, as to the accuracy or completeness of any provided diligence material. Without limiting the generality of the foregoing, diligence material may include certain statements, estimates, and projections provided by or with respect to the County. Such statements, estimates, and projections reflect various assumptions made by the County, which may or may not prove to be correct. No representations are made by the County as to the accuracy of such statements, estimates, projections, or assumptions.
- 7.2. Offerors are expected to perform reasonable due diligence with regard to the work required. The selected Offeror(s) shall not be entitled to any price adjustment or other relief based upon information that was discovered or should have been discovered through due diligence. Such due diligence may include, but is not limited to: obtaining information that can be obtained during a site visit, if applicable (including verification of measurements, conditions, and other attributes of the site); or, independently, to the extent that information about the work required or the site is otherwise available for inspection or review.

8. DUTY TO INQUIRE, QUESTIONS, AND EXPLANATION TO OFFERORS

- 8.1. Offerors' Inquiries and County Responses – All communications from the Offeror (including its employees, agents, and representatives) to the County or its officers and employees (including consultants working on or assisting with this procurement), related to this RFP or the Offeror's proposal, must be directed in writing

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES

exclusively to the Contracting Officer, unless otherwise authorized in writing by the Contracting Officer. Offerors shall not communicate with or attempt to contact any other County personnel about this solicitation, except as otherwise allowed for in this RFP or by law. Any improper contact may, at the County’s sole discretion, cause the Offeror to be removed from consideration for contract award.

- 8.2. Offerors shall direct requests for explanation regarding the RFP or related documents to the Contracting Officer in writing as a question (“Question”). Questions should be submitted through BuyNet by sending a message to the Contracting Officer using the “Discussions” functionality. Offeror is responsible for ensuring that Questions are received by the County. The County may choose not to respond to Questions received after the date and time stated in the Cover Letter. Formal County responses to Questions will be in writing; oral explanations or responses to Questions will not be binding upon the County.
- 8.3. Should an Offeror find discrepancies in or omissions from, or be in doubt as to the meaning of, the RFP or related documents, Offeror shall have a duty to submit a Question to the County.

9. PROTEST PROCEDURE

County Board of Supervisors Policy A-97 sets forth the procedures for the filing and resolution of protests related to this RFP. Board Policy A-97 is available from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101, or on the County’s website at <https://www.sandiegocounty.gov/content/sdc/cob/ocd.html>.

All protests must be filed in accordance with Board Policy A-97, which requires, among other things, that a protest must be filed timely, be submitted in writing to the Contracting Officer identified in the solicitation package, and be based on a protestable action and established grounds for protest.

10. DEBRIEF AND REVIEW OF CONTRACT FILES

Offeror may request a debriefing from the Contracting Officer on the evaluation of Offeror’s proposal after Offeror has been notified by the Contracting Officer that the Offeror’s proposal is no longer being considered for award. Prior to contract execution, no information about proposals that other parties have submitted will be made available to Offeror in such debriefing. After contract execution, the proposals, the Source Selection Committee Report, and any other releasable documents may be reviewed by an Offeror and discussed during debriefing. Copies of any documents that the reviewer requests will be reviewed and released in accordance with the California Public Records Act.

11. OFFEROR COMMUNICATIONS

- 11.1. If Offeror issues any public announcement, or otherwise engages in communication that, in the County’s sole determination, compromises the integrity of this RFP process or attempts to restrain competition, Offeror may be removed from consideration for award.
- 11.2. Audio and/or video recording of pre-proposal conferences, presentations, discussions, negotiations, debriefings, or other communications with the County regarding this RFP are prohibited, unless specifically authorized in writing by the Contracting Officer.

12. CLAIMS AGAINST THE COUNTY

Neither Offeror nor any of its representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive contract with Offeror in accordance with the terms thereof).

13. SOLICITING EMPLOYEES

Until contract award, Offerors shall not, directly or indirectly, solicit any employee of the County to leave the County’s employ in order to accept employment with the Offeror, its affiliates, actual or prospective contractors, or any person acting in concert with the Offeror without prior written approval of the County’s Contracting Officer. This paragraph does not prevent the employment by an Offeror of a County employee who has initiated contact with the Offeror.

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES

14. PROHIBITED CONTRACTS

- 14.1. In accordance with Section 67 of the San Diego County Administrative Code, the County shall not contract with, and shall reject any bid or proposal submitted by the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:
- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
 - (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
 - (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
 - (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.
- 14.2. Offeror certifies it is not a person or entity specified above and that it will promptly notify the County in the event it becomes a person or entity specified above.

15. CALIFORNIA REVENUE & TAXATION CODE § 18662

In compliance with California Revenue and Taxation Code § 18662, if Offeror is a non-resident of California (out-of-state invoices) that receives California source income and has not completed Franchise Tax Board Form 590, there may be a backup withholding on all payments. Fifteen (15) business days prior to the first payment from the County, new suppliers, or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

Under certain circumstances, Offerors may be eligible for reduced or waived nonresident withholding. If Offeror has already received a waiver or a reduced withholding response from the State of California and the response remains valid, Offeror should submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Offerors should access the Franchise Tax Board websites, listed below, for tax forms and relevant information regarding non-resident withholding, including waivers or reductions. The County will not give Offerors any tax advice. It is recommended that Offerors speak with their tax advisers and/or the State of California for guidance.

Franchise Tax Board Websites

<https://www.ftb.ca.gov>

<https://www.ftb.ca.gov/forms/Search/Home/FormRequest/1619>

<https://www.ftb.ca.gov/forms/search/>

If selected for award, the Offeror must submit applicable forms to the Auditor & Controller via fax, at (858) 694-2060, or mail originals to: County of San Diego, 5530 Overland Avenue, Suite 410, San Diego, CA 92123. The P.O. Number or Contract Number (if available) and “California Revenue and Taxation Code § 18662” must appear on fax cover sheet and/or the outside of the mailing envelope.

16. W-9 FORM

If selected for award, the Offeror must complete and submit a W-9 form if a current form is not on file with the County.

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COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES

EVALUATION CRITERIA

Proposal Evaluation Criteria

The evaluation criteria listed below are in descending order of importance by paragraph, not subparagraph, and will be considered in the evaluation of the Offeror's written and oral proposals accordingly. Proposals should give clear, concise information in sufficient detail to allow an evaluation based on these criteria.

Mandatory minimum requirements for eligibility are included in the evaluation criteria. Failure to satisfy these mandatory minimum requirements will be considered disqualifying, and the proposal will not be considered for award.

Evaluation Criteria

- Mandatory Minimum Requirements – Pass/Fail
- Qualifications
- Technical
- Price
- Compliance and Acceptance of County Terms and Conditions

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES

SUBMITTAL ITEMS

Proposals should give clear, concise information in sufficient detail and in the order presented below to allow for a comprehensive evaluation. The County shall have the discretion, but not the obligation, to construe any submission as non-conforming and ineligible for consideration if it does not conform to the Submittal Requirements described by these Submittal Items. The County shall also have the discretion to waive any irregularities or variances from these Submittal Items in any submission and/or seek Clarification.

MANDATORY MINIMUM REQUIREMENTS – PASS / FAIL

Offeror must agree to participate fully in the National Association of Counties, Public Promise Procurement Program, National Cooperative Purchasing Program.

YES

NO (Disqualified)

*Note: All Exhibit D required forms are to be completed and submitted with proposal on due date.

1. OFFEROR AND OFFEROR'S PERSONNEL QUALIFICATIONS, EXPERIENCE, AND CAPACITY

1.1. Provide a brief history and description of your firm. A demonstrated minimum of ten (10) years of relevant experience in successfully completing similar projects of comparable complexity and magnitude, particularly for local government agencies.

1.1.1. Provide the number of Government Recruitments you have undertaken for Governmental Agencies.

1.1.2. Provide how many Government Recruitments have been successfully placed in Governmental Agencies similar to the size of the County of San Diego.

1.2. Provide a summarization of your experience in performing work similar to that outlined in this solicitation. Provide a minimum of three (3) references from entities for which your firm has provided similar services within the last five (5) years. If subcontractors are proposed, include three (3) references for each subcontractor. For each reference, include the following:

1.2.1. Entity name, customer contact name, business address, business phone number, contact phone number, and contact email address.

1.2.2. A summary of the scope of work, contract objectives, service level agreement, and results.

1.2.3. Effective dates of the contract.

1.2.4. Identify the project manager, technical personnel, and duties of each person assigned to the referenced contract.

Note: The County may make reasonable attempts to contact references. The County's inability to reach a reference after reasonable attempts may be treated as an unfavorable or missing reference for evaluation purposes. An unfavorable response is a response from a listed reference stating that they would not enlist your organization to provide services again in the future or comments provided that the County deems to be substantially negative or reflective of substandard service. The County also reserves the right to make its own inquiries to other sources for which services have been provided but are not listed in your submittal.

The County reserves the right to contact County departments or any other agency for which a company has previously performed under the contract. The County also reserves the right to make its own inquiries to other sources for which products/services have been provided but are not listed. The County may, at its sole discretion, disqualify a vendor if the requested number of references stated is not provided or responses are considered unfavorable.

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES

- 1.3. Does the organization have staffing available to devote the resources necessary for placement throughout the term of the contract?
- 1.4. Provide a list of all subcontractors being utilized to perform services related to this agreement. For each proposed subcontractor, provide the following (if not applicable, confirm ‘N/A’):
 - 1.4.1. Subcontractor(s) or independent contractor(s) name and business address.
 - 1.4.2. Describe the role/task to be performed.
 - 1.4.3. Provide an overview of experience that supports their ability to perform the related work.
 - 1.4.4. Describe how your organization’s proposed performance monitoring approach ensures that the subcontractor(s) or independent contractor(s) achieves performance standards and outcomes.
- 1.5. Offeror’s Personnel Qualifications and Experience:
 - 1.5.1. Provide information about the personnel assigned to perform the required services, outlining the following:
 - 1.5.1.1. Provide a summary of the qualifications and experience of Key Personnel and each Team Member assigned to this project, including length of service with the firm and each personnel’s resume with a brief bio. Resumes to include the following:
 - 1.5.1.1.1. Their title within the organization
 - 1.5.1.1.2. Description of the type of work they would perform
 - 1.5.1.1.3. Individuals’ credentials, background
 - 1.5.1.1.4. Years of experience and relevant experience
 - 1.5.2. Identify the Key Personnel for your team and which Team Members are responsible for each project component. Specific attention will be paid to the diversity and intersectionality of team members and their history of working with and/or serving diverse populations and clients. Include examples of how the Offeror has incorporated the perspectives of affected populations in their work.
- 1.6. Offeror’s Capacity:
 - 1.6.1. Provide an organizational chart that clearly articulates lines of reporting and oversight for Government Recruiting Services.
 - 1.6.2. Provide an overview of the organization, such as location(s), number of employees, and years of experience in the market.
 - 1.6.3. Outline the organization’s ability to meet service requirements.
 - 1.6.4. Provide documentation to support your organization’s financial stability and ability to maintain the services throughout the contract period. Documentation may include cash and/or credit reserves. Documentation relating to another entity will not be considered by the County unless the other entity commits to assuming the obligations of the agreement under the same terms and conditions to which you see to enter. The commitment should be in the form of a parent guaranty or similar legally binding agreement, which County may accept or reject at its sole discretion. In addition, provide the following information for the last three (3) fiscal years:
 - 1.6.4.1. Audited financial statement with the applicable notes.
 - 1.6.4.2. Independent Auditor’s Report on Compliance and Internal Control over Financial Reporting based on an Audit of the Financial Statements in accordance with Government Accounting Standards; and Independent Auditor’s Statement of Findings and Questioned Costs.

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES

1.6.4.3. If Offeror has not had an audit conducted, Offeror shall provide the following unaudited financial statements:

1.6.4.3.1. Statement of Financial Position (Balance Sheet)

1.6.4.3.2. Statement of Activities (Income Statement)

1.6.4.3.3. Statement of Cash Flows.

2. TECHNICAL APPROACH

2.1. Confirm (YES/NO) your acceptance of the requirements of Exhibit A – Statement of Work (SOW)

YES

NO

2.1.1. If your organization has exceptions to the SOW requirements, please indicate your proposed changes in your response. Provide explanations to support any alternative standards/language being proposed. Failure to specifically reject a proposed requirement will be deemed an acceptance.

2.2. Provide a narrative response describing your proposed approach to accomplishing the following select services outlined in Exhibit A – Statement of Work, Section 3 – Specific Requirements. Be specific about how your proposed approach demonstrates proficiency in accomplishing each service listed.

NATIONAL PROGRAM

2.3. National Program. Provide a response to the National Program.

2.3.1. Include a detailed response to the National Association of Counties, Public Promise Procurement Program, National Cooperative Purchasing Program Exhibit D. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the contract, describe how services will be distributed nationwide, including a plan for marketing the services nationwide, and describe how the volume will be tracked and reported to the National Association of Counties, Public Promise Procurement Program.

2.3.2. The successful Offeror will be required to sign National Association of Counties, Public Promise Procurement Program, National Cooperative Purchasing Program Exhibit D. The Agreement and all required forms are to be completed and submitted with proposal on due date. Offerors should complete all reviews of the document prior to submitting a response. Offerors' responses should include any proposed exceptions to the National Association of Counties, Public Promise Procurement Program, National Cooperative Purchasing Program.

GENERAL REQUIREMENTS

2.4. Provide a detailed written response to each requirement describing how your offer will meet the General Requirements of this solicitation for the County of San Diego and the National Program.

2.5. Describe your delivery commitment. Provide a detailed explanation of your approach and methodology for executing the scope of services, highlighting specific techniques that can be employed to effectively fulfill the provisions of the program.

2.6. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives and invoices? Submit sample invoices.

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES

2.7. Describe how your firm measures performance, including identification, calculation, tracking, and reporting of measurement.

SERVICE REQUIREMENTS

Provide a detailed written response to each requirement describing how the services offered will meet the Service Requirements of this solicitation for the County of San Diego and the National Program. In your response, include information such as:

- Policies and programs detailing your efforts in these areas.
- Literature explaining your capabilities.

2.8. Outline the strategy for services to be provided to the County of San Diego and nationwide.

2.9. Describe the organization's methodology for sourcing and placing candidates.

2.10. Describe your approach to recruiting diverse applicant pools.

2.11. Describe how you implement your commitment to diversity.

2.12. Describe your experience and approach in handling nationwide recruiting.

2.13. What challenges can you identify, if any, in today's labor market in recruiting highly qualified and diverse applicants for government leadership positions?

2.14. What is the estimated timeframe to complete a nationwide recruitment for a government position?

2.15. Describe the types of customer service available to agencies that use this contract.

2.16. Will the County of San Diego and Participating Agencies be assigned a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?

2.17. Detail your approach to resolving issues.

2.18. What response time is guaranteed when a customer service request is made?

2.19. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?

2.20. Describe if technical support questions are handled the same way as a customer service request. If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support.

2.21. What is the turnaround time for a service request? Describe the process.

2.22. Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES

REPORTING REQUIREMENTS

- 2.23. Contractor shall provide and supply customized usage reports upon request from the County of San Diego or any Participating Agency. At a minimum, the reports shall include the service description, optional services, and total spending for the requested time period. At a minimum, the County of San Diego requires an annual report within 30 calendar days of each contract year's end date.
- 2.24. Describe the types of online reporting and any customization available.

3. PRICE

- 3.1. Provide proposed pricing by completing Exhibit C – Payment Schedule (attached).
- 3.2. Provide a cost proposal for all the services provided by your firm. Include a breakdown of the individual services within the total lump sum (as necessary) and the hourly rates for each category, employee, or subcontractor required to perform the scope of services.
- 3.3. Provide information on any ordering methods – such as electronic ordering or payment via P-Card or EFT.
- 3.4. Detail how fees are calculated.

4. COMPLIANCE AND ACCEPTANCE OF COUNTY TERMS AND CONDITIONS

- 4.1. Confirm acceptance (YES/NO) to the County of San Diego’s terms and conditions, including insurance requirements.

YES

NO

If NO, provide a detailed paragraph-by-paragraph, contract clause-by-contract clause description of any issues, or concerns that Offeror may have with the documents listed. If Offeror objects to a particular paragraph or clause, then Offeror will need to further describe, in business terms and not in proposed language, the nature of its concern and what terms Offeror is willing to accept. The Exception List shall provide the reason or rationale supporting the item of concern and/or counter-response. Simply stating that a paragraph or clause is “Not Acceptable” or proposing alternative contract terms without describing in business language the reason or rationale may be considered acceptance of that paragraph or clause. If Offeror does not identify specific concerns with a particular paragraph or clause, the County will consider the paragraph and/or clause acceptable. The Offeror shall also provide a description of the business benefit to the County for the proposed language changes.

The Offeror shall provide a Redlined (track changes) copy of the Terms and Conditions reflecting the proposed revisions. Should you take exception(s) to the Draft Agreement, you understand that the County may, as part of its evaluation process, conclude that exceptions are so numerous and/or material that the proposal does not meet minimum requirements.

The Offeror will be deemed to have accepted any terms and conditions of the Draft Agreement to which it does not take exception in its proposal, and such accepted terms and conditions will not be subject to further negotiation except at the County’s sole discretion.

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES

- 4.2. Provide disclosure of any lawsuits and/or pending litigation that involve failure or alleged failure to deliver performance on contracts and/or lawsuits/litigation that may directly impact this contract (e.g., non-compliance with legal requirements).
 - 4.2.1. Provide information regarding status, resolution, and, if any, penalties, fines, or other actions required. If there are none, state “None” in your response.
- 4.3. Provide disclosure of any current and/or pending investigations that involve failure or alleged failure to deliver performance on similar scope contracts and/or investigations that may directly impact this contract (e.g., noncompliance with legal requirements).
 - 4.3.1. Provide information regarding status, resolution, and, if any, penalties, fines, or other actions required. If there are none, state “None” in your response.
 - 4.3.2. Provide information regarding any conflicts of interest that may affect the provision of services.

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES

PROPOSAL COVER PAGE (PC-600)

SUBMITTAL INFORMATION

Submit this Completed Form as the Cover Page of Your Proposal

DESCRIPTION

Request for Proposals (RFP) 764

Government Recruitment Services

OFFEROR INFORMATION (TO BE COMPLETED BY OFFEROR)

Please Type or Print Clearly

BUSINESS INFORMATION

Company/Organization Name

Address

()

Telephone Number

Website Address

()

Fax Number (optional)

County communications to Offeror regarding this RFP will be sent to the POC. If no POC is provided, such communications will be sent to the Authorized Representative.

REPRESENTATIVE AUTHORIZED TO SIGN OFFER

Authorized Representative Name

Authorized Representative Title

Authorized Representative Email Address

()

Authorized Representative Telephone Number

Authorized Representative Mailing Address

AUTHORIZED POINT OF CONTACT (POC)
(if different from Authorized Representative)

POC Name

POC Title

POC Email Address

()

POC Telephone Number

POC Mailing Address

SIGNATURE

I certify under penalty of perjury under the laws of the State of California, that I am authorized to execute and submit this proposal on behalf of the Offeror listed above; that all of the RFP instructions and rules, exhibits, addenda, explanations, and any other information provided by the County, including but not limited to, the diligence material, has been reviewed, understood and complied with; and that all information in this submission is true, correct, and in compliance with the terms of the RFP.

Authorized Representative Signature

Date

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed, and returned with the offer (the term "offer" includes a bid, proposal, quote, statement of qualifications, or any other submission to provide goods and/or services).

1. BUSINESS TYPE

For-profit Non-profit Government

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, Offeror certifies it is not a non-profit that has entered into a subcontract relationship with a related for-profit entity where an interlocking directorate, management, or ownership relationship exists, except as disclosed on an attached list. All awards of contracts disclosing such relationships must be approved by the Board of Supervisors.

List Attached? Yes

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:

3.1. Are you a local business with a physical address within the County of San Diego? Yes No

3.2. Are you certified by the State of California as a:

Disabled Veteran Business Enterprise (DVBE)

Certification #: _____

Small Business (SB, SB-PW, MB, etc.)

Certification #: _____

3.3. Are you certified by the federal government as a:

Veteran Owned Small Business (VOSB)

Certification # _____

Service Disabled Veteran Owned Small Business (SDVOSB)

Certification # _____

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): _____ %

4. DEBARMENT, SUSPENSION, AND RELATED MATTERS

4.1. Offeror certifies to the best of its knowledge that neither it nor any of its officers:

4.1.1. Are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any state, local, or federal department or agency.

4.1.2. Have within a three (3) year period preceding this certification been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice.

4.2. Except as allowed for in Section 4.2.6, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.2.1 Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification.

4.2.2 Are presently the target or subject of any investigation, accusation, or charge related to the conduct of business by any federal, state, or local agency or law enforcement, licensing, certification, labor standards, occupational safety, ethics, or compliance body.

4.2.3 Are proposed for debarment by any state, local, or federal department or agency.

4.2.4 Have a judgment rendered against them by a body described in 4.2.2 that is unsatisfied.

4.2.5 Have within a three (3) year period preceding this certification (i) been found in violation or had a judgment rendered against them resulting from the type of investigation, accusation, or charge described in 4.2.2 or (ii) had one or more public transactions (federal, state, or local) terminated for cause or default.

4.2.6 If Offeror is unable to certify any of Sections 4.2.1 through 4.2.5, it certifies that it has disclosed and attached to this Representations and Certifications the reason(s) it cannot do so. The disclosure must include the Section(s), specific relevant facts including dates, contracts, individuals involved, status of actions, and any other relevant information that prevent it from making the requested certification(s). The County reserves the right to disqualify an Offeror based upon information disclosed.

Disclosure Attached? Yes

5. RELATED WORK

Offeror certifies to the best of its knowledge that, other than as disclosed in an attached separate sheet, it and its proposed subcontractors, agents, and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing related studies or recommendations, components of the statement of work, or plans and specifications).

Disclosure Attached? Yes

6. CURRENT COST OR PRICING

Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.

7. INDEPENDENT PRICING

Offeror certifies that in relation to this offer:

7.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;

7.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor or with any County employee(s) or consultant(s) involved in this or related procurements; and

7.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

8. ADDITIONAL DISCLOSURES

Offeror shall report in writing to the County Department of Purchasing and Contracting within five business days of discovering or having any reason to suspect any change in status as certified in the preceding paragraphs. Upon County's request, Offeror shall provide additional information supporting Offeror's Representations and Certifications. Offeror's obligations under this Section 8 shall continue until Offeror is no longer under consideration for award of a contract, or until termination or expiration of any resulting contract(s).

CERTIFICATION

The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: _____ Signature: _____ Date: _____

Title: _____ Company/Organization: _____

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES

NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement is made and entered into by and between the County of San Diego

(“County”) and Offeror Company/Organization Name: _____
 (“Offeror”) with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror’s submission under the California Public Records Act, California Government Code § 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled “*EXHIBIT – CONFIDENTIAL/PROPRIETARY*” containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County’s ongoing non-disclosure of Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror’s representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in California Government Code § 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this indemnification agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively “County Parties”), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as “Claims”), related to Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees and court costs, which arise out of or are in any way connected to Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	_____
Authorized Representative Name:	_____
Authorized Representative Title:	_____
Signature: _____	Date: _____

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES

DVB REQUIREMENTS AND FORMS

The County, as a matter of policy, encourages the participation of Disabled Veterans Businesses (DVB) through DVB Subcontractor Participation goals. County of San Diego, Board of Supervisors Policy B-39a Veteran Owned Business (VOB) and Disabled Veterans Business Enterprise (DVBE) Program is found at <https://www.sandiegocounty.gov/content/sdc/cob/ocd.html> . The County DVB program recognizes the State of California DVBE certification, which may be found at <http://www.dgs.ca.gov/PD> and the federal SDVOSB certification, which may be found at <https://www.va.gov/osdbu/verification/> .

For this solicitation:

DVB Subcontractor Participation Requirements are not applicable. Bidder/Offeror (Offeror) does not need to submit DVB documentation with its submittal.

DRAFT AGREEMENT

RFP 764

GOVERNMENT RECRUITMENT
SERVICES

DRAFT
AGREEMENT

INCLUDES:

Exhibit A – Statement of Work

Exhibit B – Insurance Requirements

Exhibit C – Payment Schedule

Exhibit D – Public Promise Procurement, a National Association of
Counties Program

COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR GOVERNMENT RECRUITMENT SERVICES

This agreement (“Agreement”) is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California (“County”) and [# enter full corporate title, describe company, located at (complete address)] (“Contractor”), with reference to the following facts:

RECITALS

- A. Pursuant to the San Diego County Administrative Code section 401, the County’s Director of the Department of Purchasing and Contracting is authorized to award a contract for Government Recruitment Services.
- B. Contractor is specially trained and possesses certain skills, experience, education, and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to section 703.10 of the County Charter.
- D. The Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit A-1 Contractor’s Offer, Exhibit B Insurance Requirements, Exhibit C Payment Schedule, and Exhibit D National Association of Counties, Public Promise Procurement Program. In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1st) this document; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; and fifth (5th) Exhibit A-1.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

- 1.1 **Standard of Performance.** Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 **Contractor’s Representative.** The person identified on the signature page (“Contractor’s Representative”) shall ensure that Contractor’s duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor’s Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor’s Representative pursuant to this Agreement are unique: accordingly, Contractor’s Representative shall not be changed during the Term of the Agreement without County’s written consent. County reserves the right to terminate this Agreement pursuant to section 7.1 “Termination for Default” if Contractor’s Representative should leave Contractor’s employ, or if, in County’s judgment, the work hereunder is not being performed by Contractor’s Representative.
- 1.3 **Contractor as Independent Contractor.** Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor’s employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor’s own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor’s employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor’s employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers’ compensation benefits and injury leave.
- 1.4 **Contractor’s Agents and Employees or Subcontractors.** Contractor shall obtain, at Contractor’s expense, all agents, employees, subcontractors, and consultants required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor’s Representative, or under Contractor’s Representatives’ supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee, subcontractor, or consultant shall be at Contractor’s sole cost and expense, and County shall have no obligation to pay Contractor’s agents, employees subcontractors, or consultants; to support any such person’s or entity’s claim against the Contractor; or to defend Contractor against any such claim.

In the event any subcontractor or consultant is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and ensuring the availability and retention of records of subcontractors and consultants in accordance with this Agreement.

- 1.4.1 “Related Subcontract” means an agreement to furnish, or the furnishing of, supplies, materials, equipment, or services of any kind to Contractor or any higher tier subcontractor in the performance of some or all of the work in this Agreement. Related Subcontracts includes consultant agreements, which are defined as agreements for services rendered, or the rendering of services, by persons who are members of a particular profession or possess as special skill and who are not

COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR GOVERNMENT RECRUITMENT SERVICES

officers or employees of the Contractor. Examples include those services acquired by Contractor or a subcontractor in order to enhance their legal, economic, financial, or technical positions. Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training, or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms of representation. Related Subcontracts shall not include agreements for ancillary goods or services, or consulting services intended to support Contractor in a general manner not specific to the work performed under this Agreement. "Related Subcontractor" means an individual or entity holding or performing a Related Subcontract.

- 1.4.2 Required Subcontract Provisions: Contractor shall notify all Related Subcontractors of Contractor's relationship to County. Contractor shall include in its Related Subcontracts and require Related Subcontractors' compliance with the provisions of Articles 3, 7, 8, 9, 10, 11, 13, 14 and 16, and section 4.6.1 of Article 4, hereunder except altered as necessary for proper identification of the contracting parties.
- 1.4.3 Reserved.
- 1.4.4 County Approval: Any Related Subcontract that is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or a combination of Related Subcontracts to the same individual or firm for the Agreement period, the aggregate of which exceeds fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or any Related Subcontract for professional medical or mental health services, regardless of value, must have prior concurrence of the COR.
- 1.5 Offshore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.
- 1.6 DVB Participation. If this Agreement resulted from a solicitation containing Disabled Veteran Business ("DVB") requirements and forms, such requirements and Contractor's submitted forms are incorporated herein by reference to the extent not included as an Exhibit to this Agreement. Contractor shall make all commercially reasonable efforts to comply with all such DVB requirements, including meeting the DVB Percent of Utilization on Contractor's DVB Subcontractor Participation Plan. Contractor shall maintain a rate of DVB utilization throughout the term of this Agreement that is reasonably in alignment with the progress of the Agreement (e.g., term, utilization, deliverables). Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.
- If in County's determination, Contractor is not in compliance with all DVB requirements, County may take corrective action, which may include (i) requiring Contractor to submit a corrective action plan acceptable to County detailing actions the Contractor will take to fulfill its DVB requirements and/or (ii) withholding of payments to Contractor equivalent to the amount of DVB underutilization. Such corrective actions shall be in addition to any other remedies the County may have under this Agreement or at law or equity.
- 1.7 Preferred Vendor. If this Agreement resulted from a solicitation where Contractor claimed Preferred Vendor status in its response per section 405 of the San Diego County Administrative Code, Contractor shall perform a commercially useful function (as that term is defined in California Military and Veterans Code § 999 or successor statute) throughout the term of this Agreement.

ARTICLE 2
SCOPE OF WORK

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit A to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.1.1 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.
- 2.2 Right to Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility for Equipment. County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify, and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors,

COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR GOVERNMENT RECRUITMENT SERVICES

County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.

2.3.1 Contractor shall repair or replace, at Contractor's expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.

2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of COR. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow Contractor to retain the non-expendable property provided that Contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

ARTICLE 3
DISENTANGLEMENT

3.1 General Obligations.

Upon the expiration or termination of all or a portion of the services provided hereunder ("Transitioning Services,"), the County may elect to have such services, substantially similar services, or follow-on services ("Disentangled Services") performed by County or one or more separate contractors ("Replacement Provider"). Contractor shall take all actions necessary to accomplish a complete and timely transition of the Disentangled Services ("Disentanglement") without any material impact on the services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide Replacement Provider with all information regarding the services and any other information needed for Disentanglement.

Contractor shall provide for the prompt and orderly conclusion of all work required under this Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly Disentanglement.

3.2 Disentanglement Process.

Contractor and County shall discuss in good faith a plan for Contractor's Disentanglement that shall not lessen in any respect Contractor's Disentanglement obligations.

If County requires the provision of Transitioning Services after expiration or termination of the Agreement or Disentanglement work not otherwise required under this Agreement, for which additional compensation will be due, such services shall be compensated at: (i) the applicable rates in Agreement or a reasonable pro-rata of those prices, or (ii) if no applicable rates apply, no more than Contractor's costs. Such work must be approved in writing by County approval of a written Disentanglement plan or separately in writing and is subject to the Compensation clause on the signature page.

Contractor's obligation to provide Disentanglement services shall not cease until all Disentanglement obligations are completed to County's reasonable satisfaction, including the performance by Contractor of all Specific Obligations of Contractor. County shall not require Contractor to perform Transitioning Services beyond 12 months after expiration or termination, provided that Contractor meets all Disentanglement obligations and other obligations under Agreement.

3.3 Specific Obligations.

The Disentanglement shall include the performance of the following specific obligations ("Specific Obligations"):

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and Replacement Provider to ensure a smooth Disentanglement, with no interruption of or adverse impact to Disentangled Services, Transitioning Services, other work required under the Agreement, or services provided by third parties.

3.3.2 Client Authorizations.

Contractor shall obtain from clients served by Contractor all client consents or authorizations legally necessary to transfer client data to Replacement Provider.

COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR GOVERNMENT RECRUITMENT SERVICES

3.3.3 Leases, Licenses, and Third-Party Agreements.

Contractor shall procure at no charge to County all authorizations necessary to grant Replacement Provider the use and benefit of any third-party agreements pending their conveyance or assignment to Replacement Provider.

Contractor, at its expense, shall convey or assign to Replacement Provider leases, licenses, and other third-party agreements procured under this Agreement, subject to written approval of the Replacement Provider (and County, if Replacement Provider is other than County).

Without limiting any other provision of this Agreement, Contractor shall reimburse County for any losses resulting from Contractor's failure to comply with any terms of any third-party agreements prior to the date of conveyance or assignment.

3.3.4 Return, Transfer, and Removal of Assets.

Contractor shall return to County all County assets in Contractor's possession, pursuant to section 2.4 of this Agreement.

County shall be entitled to purchase at net book value Contractor assets used primarily for the provision of Disentangled Services to or for County, other than those assets expressly identified as not being subject to this provision. Contractor shall promptly remove from County's site any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.5 Delivery of Documentation.

Notwithstanding section 13.5 of this Agreement, and without limiting Contractor's obligations thereunder, Contractor shall deliver to Replacement Provider (and/or County, if Replacement Provider is other than County), all documentation and data necessary for Disentanglement.

ARTICLE 4
COMPENSATION

County will pay Contractor in accordance with Exhibit C Payment Schedule and this Article 4, for the work specified in Exhibit A Statement of Work (SOW), not to exceed the maximum compensation as set forth on signature page. Contractor shall employ and maintain an accounting and financial system to effectively monitor and control costs and assure accurate invoicing and performance under this Agreement.

4.1 General Principles. Contractor shall comply with generally accepted accounting principles, good business practices, San Diego County Code of Administrative Ordinances section 472, and the cost principles published by the federal Office of Management and Budget (OMB), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS "The Uniform Guidance," which can be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Contractor shall comply with all applicable federal, State, and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as specifically stated herein to be furnished by County.

4.1.1 Fiscal Year. The County's fiscal year runs from July 1 through June 30 ("County Fiscal Year").

4.2 Compensation.

4.2.1 Contractor shall be entitled to compensation only upon completion and acceptance of a deliverable or portion of work as described in the Payment Schedule ("Services"). Services shall include any additional or as-needed services specified in the SOW and Pricing Schedule and pre-approved in writing by COR or authorized by County task order issued in accordance with this Agreement ("As-Needed Services").

4.2.1.1 Contractor shall be entitled to reimbursement for incidental expenses associated with any such portions of the work only when specifically allowed for in the SOW and Pricing Schedule ("Reimbursable Expenses"), and only upon completion and acceptance of the Services for which they were incurred unless earlier reimbursement is otherwise authorized under this Agreement. Compensation for Reimbursable Expenses shall be at cost.

4.2.1.2 Where travel, lodging, or meal expenses ("Travel Expenses") are allowable Reimbursable Expenses, rates must not exceed County-authorized rates set forth in San Diego County Administrative Code section 472. Should Contractor incur Travel Expenses greater than the County-authorized rates, Contractor shall not be entitled to reimbursement for the difference between the County-authorized rate for each category and the actual cost.

4.3 Invoices.

4.3.1 Contractor shall invoice monthly for completed and accepted Services performed in the prior month. Completed fixed-price deliverables may be invoiced upon acceptance.

4.3.1.1 Where allowable, Contractor may invoice monthly for As-Needed Services completed and accepted within that month, or include with invoices for other completed and accepted Services.

COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR GOVERNMENT RECRUITMENT SERVICES

- 4.3.2 Contractor shall submit invoices to the COR that are completed and submitted in accordance with written COR instructions and are in compliance with all Agreement terms.
- 4.3.2.1 Contractor shall provide accurate invoices with sufficient detail and supporting documentation for County verification. Invoices must reference the Agreement number (and task order, if applicable), contain a detailed listing of each deliverable or portion of work, including the pay point, target, accomplishment, unit price, percentage completion, and appropriate calculations where applicable.
- 4.3.2.2 Contractor invoices shall include the following language:
I certify, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and/or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth therein.
- 4.3.3 Contractor requests for payment of authorized Reimbursable Expenses must be included in the invoice for the associated Services, unless previously invoiced in accordance with this Agreement.
- 4.4 Payments. Contractor shall be entitled to payment only upon County approval of a correct and substantiated invoice. Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, (ii) County receipt of a correct and substantiated invoice, and (iii) County receipt of all substantiating information. The County at its sole discretion may issue partial payment where only a portion of an invoice is correct and substantiated. Payment shall be deemed to have been made on the date that County submits electronic payment or mails a warrant or check. The County is precluded from making payments prior to receipt of services (advance payments).
- 4.5 Full Compensation. The compensation set forth in this Agreement shall constitute the full and complete payment for Contractor's performance of the services set forth herein. Contractor shall not be entitled to any additional payment for services rendered. Contractor shall not be entitled to any compensation, reimbursement, ancillary benefits, or other consideration for services rendered beyond that specified in Agreement.
- 4.6 Prompt Payment for Vendors and Subcontractors
- 4.6.1 Unless otherwise set forth in this section 4.6, Contractor shall promptly pay Related Subcontractors for satisfactory performance of work required by this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County, and Contractor shall apply such payments to the payment of the Related Subcontractor(s) that performed the work.
- 4.6.2 If Contractor determines that any payment otherwise due such Related Subcontractor is subject to withholding in accordance with a Related Subcontract, Contractor shall:
- 4.6.2.1 Provide written notice to the Related Subcontractor and COR within three (3) business days of such withholding stating the amount to be withheld, the basis for the withholding, and, if applicable, the cure required of the Related Subcontractor in order to receive payment of the amounts withheld; and
- 4.6.2.2 Reduce the Related Subcontractor's payment by an amount not to exceed the amount specified in the notice furnished under paragraph 4.6.3.1 above.
- 4.6.3 Contractor shall not include in any invoice to the County amounts that the Contractor has withheld or intends to withhold from a Related Subcontractor for failure to satisfactorily perform work in a manner required by this Agreement. If such withholding determination is made after submitting an invoice to the County, Contractor shall submit to County a revised invoice omitting or crediting such amount. Contractor shall not include such amounts in any subsequent invoices unless the Related Subcontractor has cured the basis for withholding.
- 4.7 Partial Payment. Contractor shall be paid only for work performed in accordance with this Agreement. If Contractor fails to perform a portion of the work or fails to perform some or all of the work in accordance with this Agreement, County, at its sole discretion, may provide partial payment to Contractor to reflect the reasonable value of work properly performed.
- 4.8 Withholding of Payment. Without limiting any other provision of this Agreement, County may withhold payment, in whole or in part, if any of the following exist:
- 4.8.1 Missing Information. Contractor has not provided to County any reports, data, audits, or other information required for Agreement administration, for reporting or auditing purposes, or by State, federal, or other funding source.
- 4.8.2 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of a substantial and material nature with respect to any information furnished to County
- 4.8.3 Unauthorized Actions by Contractor. Contractor took any action under this Agreement that required County approval without having first received such approval.
- 4.8.4 Breach. In the County's determination, Contractor is, or at the time of performance was, in breach of any of the terms of this Agreement.

COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR GOVERNMENT RECRUITMENT SERVICES

- 4.8.5 **Wage Theft.** Contractor has a judgment rendered against it by the California Division of Labor Standards Enforcement (DLSE), other state labor compliance body, or the United States Department of Labor that is unsatisfied. In such event, County may withhold payment from Contractor in the amount of such unsatisfied judgment until such judgment has been discharged.
- 4.9 **Disallowance.** County may disallow payment at any time if it determines that the basis for the payment is or was not eligible for compensation under this Agreement. If County makes payment to Contractor that is later disallowed by the County, State or federal government, or other funding source, County shall be entitled to prompt recovery of funds in accordance with Article 12.
- 4.10 **Maximum Price.** During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.
- 4.11 **Overpayments.** If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and County shall be entitled to prompt recovery of funds in accordance with Article 12.
- 4.12 **Availability of Funding.** The County's obligation for payment under this Agreement is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond the end of the County Fiscal Year for which funds are designated by the County. In the event that federal, State, or County funding ceases or is reduced, the County shall, in its sole discretion and without limiting any other provision of this Agreement, have the right to terminate or suspend this Agreement, or to reduce compensation and service levels proportionately.
- 4.13 **Rate of Expense.** Contractor shall control its rate of expense throughout the term of this Agreement such that it is reasonably in alignment with the progress of the Agreement, inclusive of term, achievement towards objectives, anticipated revenue, deliverables, and other applicable factors. Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.
- 4.13.1 Contractor shall promptly inform the COR if its rate of expense exceeds, or is anticipated to exceed, the progress of this Agreement or would result in expenses that exceed the maximum Agreement amount or budget. In no event, however, shall Contractor's invoiced amounts exceed the maximum Agreement amount or budget.
- 4.13.2 If the Agreement term, Initial Term, or any Option Period originates in one County Fiscal Year and ends in another County Fiscal Year, Contractor shall not exceed the amounts reasonably allocated to each of the County Fiscal Years based on the monthly budget or other rate of expense.

ARTICLE 5
AGREEMENT ADMINISTRATION

- 5.1 The Director of the Department of Purchasing and Contracting or designated Department of Purchasing and Contracting official is the contracting officer for this Agreement ("Contracting Officer").
- 5.2 **County's Agreement Administrator.** The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR"), The COR will coordinate the County's administration of this Agreement.
- 5.2.1 The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required.
- 5.2.2 The COR is not authorized to make Changes to this Agreement, except for administrative adjustments, such as line-item budget changes or adjustments to the service requirements. that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price ("Administrative Adjustments"). Each Administrative Adjustment shall be in writing and signed by COR and Contractor.
- 5.3 **Agreement Progress Meeting.** The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance, with the COR serving as meeting chair. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement within 10 days. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6
CHANGES

- 6.1 **Changes.** Changes to this Agreement may only be made by Administrative Adjustment, Change Order, or amendment, in accordance with this Article 6. No other modification of this Agreement shall be valid.

COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR GOVERNMENT RECRUITMENT SERVICES

- 6.1.1 Administrative Adjustment. Changes that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price of the Agreement, such as line-item budget changes or adjustments to the service requirements, (“Administrative Adjustments”) may be made if in writing and signed by COR and Contractor
- 6.1.2 Change Order. The County may at any time, by written order, make Changes within the general scope of this Agreement (“Change Order”). If any Change Order causes an increase or decrease in the cost or time required for the performance of the work under this Agreement, an equitable adjustment shall be made to the price, delivery schedule, or both.
- 6.1.2.1 Contractor must assert any claim for equitable adjustment within thirty (30) days from the date of receipt by the Contractor of the Change Order; however, the Contracting Officer may receive and act upon any such claim asserted at any time prior to final payment under this Agreement where the facts justify such action. Where the cost of property made obsolete or excess as a result of a Change Order is included in the Contractor’s claim for equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any equitable adjustment shall be a dispute concerning a question of fact within the meaning of Article 15 “Disputes”. However, nothing in this section shall excuse the Contractor from proceeding with this Agreement as changed.
- 6.1.3 Amendment. The County and Contractor may modify this Agreement by written amendment signed by the Contracting Officer and Contractor.

ARTICLE 7
SUSPENSION, DELAY, AND TERMINATION

- 7.1 Termination for Default. In the event of Contractor’s breach of this Agreement, County shall have the right to terminate this Agreement in whole or in part.
- 7.1.2 Prior to termination for default, Contracting Officer will send Contractor written notice specifying the default. Contractor shall have ten (10) days from issuance (unless a different time is given in the notice) to respond to the notice as directed by County to acknowledge the default or show cause as to why Contractor is not in default. Such notice may provide Contractor the opportunity to cure the default or to demonstrate progress towards curing the default. If Contractor fails to respond, or if Contractor’s response is not satisfactory to the County, County may terminate this Agreement for default upon written notice from Contracting Officer.
- 7.1.3 If County determines that the default contributes to the curtailment of an essential service; poses an immediate threat to life, health, or property; or constitutes fraud or other serious misconduct, County may terminate this Agreement for default by written notice from the Contracting Officer without the notice described in section 7.1.2 above.
- 7.1.4 In the event of termination for default, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.
- 7.1.5 If, after termination for default, it is determined for any reason that Contractor was not in default under this Agreement, the rights and obligations of the parties shall be the same as if terminated for convenience under section 7.5 “Termination for Convenience.”
- 7.2 RESERVED
- 7.3 Failure to Perform. Contractor shall immediately notify the COR upon learning that it has, or that it is reasonably foreseeable that it will, fail to perform or timely perform its obligations under this Agreement for any reason, including, but not limited to, a labor dispute, emergency, epidemic, pandemic, or supply chain shortage. In such event, Contractor shall, upon request, prepare and deliver to the COR a written mitigation plan. Nothing in this section relieves the Contractor of its obligations under this Agreement.
- 7.4 Reduction in Funding. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.5 Termination for Convenience. The County may, by written notice from Contracting Officer, terminate this Agreement for convenience, in whole or in part, at any time. Upon receipt of such notice, Contractor shall promptly report to County all undelivered or unaccepted work performed in accordance with this Agreement prior to termination (“Incomplete Work”). Contractor may, at County’s option, be required to complete some or all Incomplete Work during Disentanglement.
- 7.5.1 The County shall pay Contractor as full compensation for work performed and costs of termination:
- 7.5.1.1 The unit or pro rata price for any delivered and accepted portion of the work.

COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR GOVERNMENT RECRUITMENT SERVICES

- 7.5.1.2 Actual and reasonable Contractor costs for Incomplete Work not mitigable or otherwise recoverable by Contractor. Such compensation shall not exceed the unit or pro rata price due to Contractor had the work been completed.
- 7.5.2 In no event shall the County be liable for any loss of profits or any other consequential damages.
- 7.5.3 County's termination of this Agreement for convenience shall not preclude it from changing the termination to a default, as set forth in section 7.1 of this Agreement, nor from taking any action in law or equity against Contractor for:
 - 7.5.3.1 Fraud, waste, or abuse of Agreement funds, or
 - 7.5.3.2 Improperly submitted claims, or
 - 7.5.3.3 Any failure to perform the work in accordance with the Statement of Work, or
 - 7.5.3.4 Any breach of any term or condition of the Agreement, or
 - 7.5.3.5 Any actions under any warranty, express or implied, or
 - 7.5.3.6 Any claim of professional negligence, or
 - 7.5.3.7 Any other matter arising from or related to this Agreement, whether known, knowable, or unknown before, during, or after the date of termination.
- 7.5 Suspension of Work. The Contracting Officer may order Contractor, in writing, to suspend, delay, or interrupt all or part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate. County reserves the right to prohibit, without prior notice, Contractor or Contractor's employees, directors, officers, agents, subcontractors, vendors, consultants, or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

ARTICLE 8

COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with federal and State equal employment opportunity laws, including, but not limited to, the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet website (www.sandiegocounty.gov).
- 8.5 Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (section 11135, et seq.) of the California Government Code, Title 9, Division 4, Chapter 6 (section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.
- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS)

COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR GOVERNMENT RECRUITMENT SERVICES

as those terms are defined in Title 3, Division 2, Chapter 8, section 32.803, of the San Diego County Code of Regulatory Ordinances.

- 8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations, and telecommunications services in compliance with the Americans with Disabilities Act (ADA), the California Fair Employment and Housing Act (FEHA), and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Audit Requirement.
- 8.11.1 Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual financial audit of the organization. Contractors that expend \$750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of \$750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.
- 8.11.2 Contractor shall immediately notify County upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.
- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website:
- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and veteran owned businesses in County procurements; and
- 8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and
- 8.12.4 Interlocking Directorate. Per Board Policy A-79, if Contractor is a non-profit corporation, Contractor shall not subcontract any work under this Agreement with a related for-profit subcontractor where an interlocking directorate, management, or ownership relationship exists, unless specifically authorized by the Board of Supervisors; and
- 8.12.5 Drug and Alcohol-Free Work Environment. The County of San Diego, in recognition of its responsibility to provide a safe, healthy, and productive work environment and perform services as safely, effectively, and efficiently as possible, has adopted a requirement for a work environment not adversely affected or impaired in any way by the use or presence of alcohol or drugs in Board Policy C-25 County of San Diego Drug and Alcohol Use Policy.

COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR GOVERNMENT RECRUITMENT SERVICES

- 8.12.5.1 As a material condition of this Agreement, the Contractor agrees that Contractor and Contractor's employees, while performing services or using County equipment pursuant to Agreement:
 - 8.12.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
 - 8.12.5.1.2 Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
 - 8.12.5.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.12.5.2 Contractor shall inform all employees who are performing applicable services of the County's Board Policy C-25 and the above prohibitions.
- 8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees, and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state, or local laws or ordinances, rules, decrees, orders, regulations, or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Contractor with respect to any third person under any Environmental Laws.
- 8.15 Clean Air Act and Federal Water Pollution Control Act.
 - 8.15.1 Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §§ 1251 et seq.). Contractor shall report each violation to the USDA and the appropriate EPA Regional Office as required.
- 8.16 Debarment, Exclusion, Suspension, and Ineligibility.
 - 8.16.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:
 - 8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency; and
 - 8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;
 - 8.16.1.3 Are not presently indicted or otherwise criminally, civilly, or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - 8.16.1.4 Are not presently the target or subject of any investigation, accusation, or charge related to the conduct of business by any federal, state, or local agency or law enforcement, licensing, certification, labor standards, occupational safety, ethics, or compliance body.

COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR GOVERNMENT RECRUITMENT SERVICES

- 8.16.1.5 Are not proposed for debarment by any state, local, or federal department or agency.
- 8.16.1.6 Do not have a judgment rendered against them by a body described in 8.16.1.5 that is unsatisfied.
- 8.16.1.7 Have not within a three (3) year period preceding this Agreement (i) been found in violation or had a judgment rendered against them resulting from the type of investigation, accusation, or charge described in 8.16.1.5 or (ii) had one or more public transactions (federal, state, or local) terminated for cause or default.
- 8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.
- 8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:
 - 8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
 - 8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: <http://www.sandiegocounty.gov/content/sdc/cao/oec.html>. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;
 - 8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster.
- 8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all employees, directors, officers, agents, Related Subcontractors, or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain verifications in accordance with the Agreement requirement for retention of records
- 8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records
- 8.20 Compliance Program. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608, regardless of funding source or services.
- 8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant, or volunteer of Contractor comes under investigation by any federal, State, or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations, and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical, and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.

COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR GOVERNMENT RECRUITMENT SERVICES

- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act (“Act”), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a “public official” subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified “conflicts of interest” relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict-of-interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 9.2 Conduct of Contractor.
- 9.2.1 Contractor shall inform the County of all Contractor’s interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.
- 9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term “confidential information” includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.
- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor’s intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.
- 9.3 Prohibited Agreements. As required by section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of section 67, and that Contractor is not, and will not subcontract with, any of the following:
- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.
- 9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this section, Contractor shall be free to compete for business on an equal basis with other companies.
- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively “County Parties”), against any and all claims, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees and court costs (hereinafter collectively referred to as “Claims”), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or

COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR GOVERNMENT RECRUITMENT SERVICES

indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

Without limiting the foregoing, Contractor's defense and indemnity obligations under this section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage, or expense (including but not limited to attorneys' fees) arising from or relating to a claim that any work performed pursuant to this Agreement infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any the same or County's use of the same is, or in Contractor's or County's opinion is likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non-infringing equivalent reasonably satisfactory to County. Without limiting the County's other rights and Contractor's obligations under this section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

- 10.2 Insurance. Contractor shall, at its own cost and expense, obtain and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit B Insurance Requirements. Evidence of insurance and any other documents or notices required to be provided to County pursuant to Exhibit B shall be submitted to the COR or as instructed by the COR. The provisions of section 10.1 are independent of, and shall in no way limit, Contractor's and its insurer's requirements under this section 10.2 and Exhibit B.

ARTICLE 11
AUDIT AND INSPECTION

11.1 Audit and Inspection.

11.1.1 Authorized federal, State and County representatives and their designated inspectors shall each have the following rights ("Audit and Inspection"):

11.1.1.1 to monitor, assess, and evaluate Contractor's performance under this Agreement;

11.1.1.2 to conduct audits, inspections, reviews of reports, and interviews of staff and participants involved with the services provided under this Agreement; and

11.1.1.3 to inspect the premises, services, materials, supplies, and equipment furnished or utilized in the performance of this Agreement and the workmanship of the work performed under this Agreement.

11.1.2 Contractor shall fully cooperate with any Audit and Inspection. County shall perform Audits and Inspections in a manner so as not to unduly interfere with Contractor's performance.

11.1.3 At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

11.1.4 If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

11.2 External Audits. Contractor shall provide the following to the COR:

11.2.1 a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement within three (3) business days of Contractor receiving notice of the audit.

11.2.2 a copy of the draft and final State or federal audit reports within twenty-four (24) hours of receiving them.

11.2.3 a copy of Contractor's response to the draft and final State or federal audit reports at the same time the response is provided to the State or federal representatives.

11.2.4 a copy of all responses made by a federal or State representative to a Contractor's audit response no later than three (3) business days after receiving it, unless prohibited by the government agency conducting the audit. This shall continue until the federal or State auditors have accepted and closed the audit.

- 11.3 Availability of Records. Contractor shall maintain and/or make available within San Diego County accurate books, accounting records, and other records related to Contractor's performance under this Agreement, including all records of costs charged to this Agreement during the term of this agreement and for the longer of: (i) a period of five (5) years after the date of final payment under this Agreement, (ii) for records that relate to appeals under Article 15 "Disputes," or litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such appeals, litigation, or claims have been disposed of,

COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR GOVERNMENT RECRUITMENT SERVICES

and (iii) any retention period required by the funding source(s) of this Agreement. Contractor shall provide any requested records to County within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. County shall keep the materials described above confidential unless otherwise required by law.

- 11.3.1 Contractor shall maintain, and the records referred to in section 11.3 shall include, records sufficient to establish the reasonableness accuracy, completeness and currency of all cost or pricing data submitted to County in connection with this Agreement, including records of adequate price competition, negotiations, and cost or price analysis.
- 11.4 Outcome-Based Measures. Where outcome-based measures are set forth in the Statement of Work, Contractor shall maintain, and provide to County upon County's request as often as County deems necessary, complete, and accurate data documenting such outcome measures under this Agreement. Such data may include, but is not limited to, statistics on outcomes, rates of success, and completion rate of deliverables.
- 11.5 Full Cost Recovery. Contractor shall reimburse County for all direct and indirect expenditures incurred in conducting an audit, investigation, or inspection when Contractor is subsequently found to have violated terms of this Agreement.
- 11.6 Corrective Actions. If any services performed hereunder are found to have not been in conformity with the specifications and requirements of this Agreement, County shall have the right to (1) require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount, (2) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, (3) reduce payment to Contractor in accordance with Article 4, (4) have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement and recover from Contractor any costs incurred by County that are directly related to the performance of such services, and/or (5) pursue any other rights or remedies available to County under this Agreement.

ARTICLE 12
RECOVERY OF FUNDS

Where Contractor is required to reimburse County under any provision of this Agreement, or where County is otherwise owed funds from Contractor, County may, at its sole discretion and subject to funding source restrictions and State and federal law: (1) withhold such amounts from any amounts due to Contractor pursuant to the payment terms of this Agreement, (2) withhold such amounts from any other amounts due to Contractor from County, and/or (3) require Contractor to make payment to County for the total amount due (or a lesser amount specified by County) within thirty (30) days of request by County. Notwithstanding the foregoing, County may allow Contractor to repay any such amounts owed in installments pursuant to a written repayment plan.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 Findings Confidential. Any reports, records, data, or other information given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County except as may be required by law. Contractor shall not disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Contractor under this Agreement
- 13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright, or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 Confidentiality. Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State, or federal law or regulation and pursuant to this section 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.
- 13.4 Public Records Act. The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Contractor's request must identify specific records to be

COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR GOVERNMENT RECRUITMENT SERVICES

withheld or redacted and applicable exemptions. Upon timely receipt of Contractor's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth in section 10.1 of this Agreement extend to any Claim (as defined in section 10.1) against the County Parties (as defined in section 10.1) arising out of County's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this section shall preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State, or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

- 13.5 **Custody of Records.** Contractor shall deliver to County or its designee, at County's request, all documentation and data related to Contractor's work under this Agreement, including, but not limited to, County data and client files held by Contractor, at no charge to County. County, at its option, may take custody of Contractor's client records upon Agreement termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law and that retained records shall be available to Contractor for examination and inspection in accordance with applicable law. Contractor shall destroy records not turned over to County in accordance with applicable retention requirements and this Agreement. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.
- 13.6 **Reports.** Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.

ARTICLE 14
INFORMATION PRIVACY AND SECURITY PROVISIONS

- 14.1 **Recitals.** This Article is intended to protect the privacy and security of County information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, contractor shall be in compliance with the following rules, regulations, and agreements, *as applicable*:
- 14.1.1 Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as "HIPAA;"
- 14.1.2 County agreements with the State of California, collectively referred to as "State Agreements" and posted on the County's website at: www.cosdcompliance.org, including:
- 14.1.2.1 The Medi-Cal Privacy and Security Agreement Between the California Department of Health Care Services (DHCS) and the County;
- 14.1.2.2 The Medi-Cal Behavioral Health Services Performance Agreement between DHCS and the County;
- 14.1.2.3 The San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County
- 14.1.2.4 The Refugee Health Agreement between the California Department of Public Health (CDPH) and the County;
- 14.1.2.5 The HIV/AIDS Case Reporting System Data Use Agreement between CDPH and the County;
- 14.1.2.6 The Childhood Lead Poisoning Prevention Program between CDPH and the County;
- 14.1.2.7 The Standard Agreement between the County and the California Department of Aging; and
- 14.1.2.8 The Agreement for Whole Person Care Pilot Program for San Diego County with DHCS.
- 14.1.3 Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.
- 14.1.4 California Civil Code 1798;
- 14.1.5 California Senate Bill 1386.
- 14.2 **Definitions.** Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.
- 14.2.1 "Breach" of Protected Health Information (PHI) shall have the same meaning given to the term "breach" under HIPAA and "breach" of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.
- 14.2.2 "Business Associate," when applicable, shall mean the Contractor.
- 14.2.3 "County PHI" shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.
- 14.2.4 "County PI/PII" shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.
- 14.2.5 "Covered Entity," when applicable, shall mean the County.

COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR GOVERNMENT RECRUITMENT SERVICES

14.2.6 "Security incident" shall have the same meaning as defined by the State Agreements.

14.3 Responsibilities of Contractor.

14.3.1 **Use and Disclosure of County PHI/PI/PII.** Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.

14.3.2 **Safeguards.** Contractor shall develop and maintain a HIPAA-compliant information privacy and security program to prevent use or disclosure of County PHI/PI/PII, other than as required by this Agreement.

14.3.3 **Mitigation.** Contractor shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.

14.3.4 **Subcontractors.** Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.

14.3.5 **Cooperation with County.**

14.3.5.1 Contractor shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.

14.3.5.2 Contractor will assist County regarding individual's access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.

14.3.6 **Breach Reporting.** Contractor shall report breaches and suspected security incidents to County, to include:

14.3.6.1 **Initial Report.**

14.3.6.1.1. Contractor shall email County Contracting Officer's Representative (COR) and County Chief Compliance and Privacy Officer (CCPO) immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.

14.3.6.1.2. Contractor shall email COR and CCPO immediately of breaches and suspected privacy incidents involving 500 or more individuals.

14.3.6.2 **Investigation Report.** Contractor shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days.

14.3.6.3 **Notification.** Contractor will comply with County's request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner and content of any such notifications before notifications are made.

14.3.7 **Designation of Individuals.** Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.

14.3.8 **Data Security.** Contractor shall comply with, as applicable, data privacy and security requirements specified by HIPAA and the State Agreements, which may include, but are not limited to:

14.3.8.1 Workforce members, including employees, interns, volunteers, subcontractors, etc., with access to applicable County PHI/PI/PII shall:

14.3.8.1.1. Complete privacy and security training to include a signed certification within thirty (30) days of hire, and at least annually thereafter; and

14.3.8.1.2. Sign a confidentiality statement, prior to access to such PHI/PI/PII; and

14.3.8.2 Computer warning banners for all systems containing applicable County PHI/PI/PII

14.3.8.3 Comprehensive, annual security risk assessments

14.3.8.4 Policies and internal controls to ensure secure transport and storage of County PHI/PI/PII in cars, airplanes, trains, and buses.

14.3.8.5 Sufficient administrative, physical, and technical controls in place to protect County PHI/PI/PII

14.3.9 **Termination.** Upon termination of the Agreement for any reason, Contractor shall return or destroy all County PHI/PII/PI, except County PHI/PII/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of County PHI/PII/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PII/PI for so long as Contractor maintains such County PHI/PII/PI.

ARTICLE 15
DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent,

COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR GOVERNMENT RECRUITMENT SERVICES

capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

ARTICLE 16
GENERAL PROVISIONS

- 16.1 **Change of Control.** Contractor shall notify County in writing of any change in majority ownership of Contractor (or all or substantially all of Contractor's assets) through a transaction or series of transactions including, without limitation, an acquisition, sale, reorganization, merger, or consolidation ("Change of Control") at least one hundred eighty (180) days prior to the effective date of a Change of Control or as soon as practicable thereafter if notice cannot legally be provided to County within such timeframe.
- 16.1.1 Without limiting any other rights or remedies of County, in the event of a pending or actual Change of Control, County may terminate this Agreement in accordance with section 7.5, Termination for Convenience, except that Contractor shall not be entitled to costs of termination set forth in section 7.5.2.
- 16.2 **Assignment and Delegation.** Contractor shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of County, which shall not be unreasonably withheld; provided, however, that Contractor may assign or delegate its rights or obligations under this Agreement to the entity becoming a majority owner of Contractor's assets during a Change of Control, provided that notice is given in accordance with section 16.1 above. Any purported assignment or delegation in violation of this section shall be null and void
- 16.3 **Entire Agreement.** This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 **Remedies Not Exclusive.** The rights and remedies of County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.
- 16.5 **Sections and Exhibits.** All recitals, sections, and exhibits referred to in this Agreement are incorporated herein by reference.
- 16.6 **Further Assurances.** Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.7 **Governing Law.** This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
- 16.8 **Headings.** The article and section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.
- 16.9 **Neither Party Considered Drafter.** Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 **No Other Inducement.** The making, execution, and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties, or agreements other than those expressed herein.
- 16.11 **Notices.** Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.
- 16.12 **Severability.** If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 **Successors.** Subject to the limitations set forth in sections 16.1 and 16.2 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR GOVERNMENT RECRUITMENT SERVICES

- 16.14 Time. Time is of the essence for each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty-four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.
- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug and Alcohol Use Policy" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.
- 16.20 Responsiveness to Community Concerns. Contractor shall notify County within one business day of receipt of any material complaints submitted to Contractor orally or in writing related to Contractor's performance of work under this Agreement ("Complaints"), unless prohibited by applicable State, federal, or local law. Complaints include, but are not limited to, issues of abuse or quality of care, or issues regarding a program or facility applicable to this Agreement. Contractor shall take appropriate steps to acknowledge receipt of Complaint(s) from individuals or organizations and to address or resolve all Complaints. Contractor shall promptly notify the County of the status and disposition of all complaints and provide additional information or documentation upon request. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property, or business as approved, permitted or licensed by the applicable authority.
- 16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services, accessing County or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Furthermore, for any individuals identified above who will be assigned to sensitive positions funded by this Agreement, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services to be performed under Agreement. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section.

16.21.1 Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services under this Agreement. Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 11.4 "Maintenance of Records."

16.21.2 Definitions

**COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR GOVERNMENT RECRUITMENT SERVICES**

16.21.2.1 Minor: Individuals under the age of eighteen (18) years old.

16.21.2.2 Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them. Activities of daily living are defined as the basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

16.21.2.3 Volunteer: A person who performs a service willingly and without pay.

16.22 Survival. The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement. Without limiting the foregoing, the following sections and articles of this Agreement shall survive the expiration or earlier termination of this Agreement: sections 8.1, 8.21, 10.1, 16.4, 16.7, and Articles 3, 4, 7, 11, 12, and 13.

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**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH [#CONTRACTOR'S NAME] FOR GOVERNMENT RECRUITMENT SERVICES**

SIGNATURE PAGE

AGREEMENT TERM. The initial term of this Agreement shall begin on _____, 20__ and end on _____, 20__ for an Agreement period of _____ years (“Initial Term”).

OPTION TO EXTEND. The County shall have the option to extend the term of this Agreement for four (4) increments of one (1) year(s) (each an “Option Period”) for a total of four (4) years beyond the expiration of the Initial Term, not to exceed _____, 20__ . This option shall be automatically exercised unless County notifies Contractor in writing not less than thirty (30) days prior to an Option Period that the County does not intend to extend the Agreement.

Options to Extend for One to Six Additional Months at End of Agreement. County shall also have the option to extend the term of this Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months (“Incremental Options”). The County may exercise each Incremental Option by providing written notice to Contractor no fewer than fifteen (15) calendar days prior to expiration of this Agreement. The rates in effect at the time an Incremental Option is exercised shall apply during the term of the Incremental Option.

COMPENSATION: Pursuant to Exhibit C, Article 4, and other applicable provisions of this Agreement, County agrees to pay Contractor a sum not to exceed (\$#####) (“Maximum Agreement Amount”). Furthermore, compensation for the Initial Term and any Option Periods shall not exceed the amounts shown for the Initial Term or that Option Period shown [*below/in Exhibit C*].

Initial Term	##/##/#### - ##/##/####	\$ _____
First Option Period	##/##/#### - ##/##/####	\$ _____
Second Option Period	##/##/#### - ##/##/####	\$ _____
Third Option Period	##/##/#### - ##/##/####	\$ _____
Fourth Option Period	##/##/#### - ##/##/####	\$ _____

COR. The County designates the following individual as the Contracting Officer’s Representative (“COR”)

- #Name and Title
- #Address
- #Address
- #Phone and email

CONTRACTOR’S REPRESENTATIVE. Contractor designates the following individual as the Contractor’s Representative.

- #Name and Title
- #Address
- #Address
- #Phone and email

IN WITNESS WHEREOF, County and Contractor execute this Agreement effective as of the date of the last signature below. The person(s) signing this Agreement for Contractor represent(s) and warrant(s) that they are duly authorized to bind Contractor and have the legal capacity to execute and deliver this Agreement.

CONTRACTOR:

COUNTY OF SAN DIEGO:

[#replace with the appropriate alternate manual or e-signature block as needed]

JOHN M. PELLEGRINO, Director
 Department of Purchasing and Contracting

By: _____
 #NAME
 #TITLE
 #DATE

By: _____
 #NAME
 #TITLE
 #DATE

**COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES**

EXHIBIT A – STATEMENT OF WORK

1. Scope of Work/Purpose

The County of San Diego is seeking proposals from qualified Government Recruitment firms to assist the County and the National Association of Counties (NACo) Public Promise Procurement Program, National Cooperative Purchasing Program in efforts to provide Government Recruitment Services.

2. General Requirements for Service Delivery

2.1. Contractor shall provide the following general services throughout the recruitment process:

2.1.1. Furnish bi-weekly progress reports to the County ensuring timely updates. Occasional on-site meetings may be required to discuss ongoing progress.

2.1.2. Compile search documentation and produce a comprehensive final written summary. This summary shall include all work performed and outreach taken related to the development, execution and completion of the search.

3. Specific Requirements for Service Delivery

3.1. Contractor shall provide the following services:

3.1.1. Contractor shall perform a review of the position brochure provided by the County and provide any input/recommendations.

3.1.2. Contractor shall distribute the recruitment announcement to both paid and unpaid placements and both broad and individualized outreach to garner a pool of qualified candidates.

3.1.3. Contractor shall convene stakeholders identified by the County for the initial screening of applications to recommend candidates to be interviewed.

3.1.4. Contractor shall speak with stakeholders about the ideal qualities of the Government position to inform interview questions.

3.1.5. Contractor shall reach out to candidates and schedule first-round interviews with the County selected panel members and candidates.

3.1.6. County staff will facilitate/moderate actual interviews.

3.1.7. Contractor shall recommend for County's review interview questions for Rounds 1 and 2.

3.2. Candidate Profile

3.2.1. Contractor shall provide the following services:

3.2.1.1. Contractor shall meet with the County to facilitate the development of a suitable candidate profile for the impending Government position.

3.2.1.2. If required, Contractor shall conduct interviews with the County's Executive Team and other key stakeholders while also facilitating public engagement meetings (virtual or in-person) to supplement the candidate profile and evaluate the organizational culture and environment.

**COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES**

3.2.1.3. Contractor shall Develop a position profile and implement a comprehensive advertisement strategy encompassing print, web and social media targeted outreach to both passive and active candidates and other channels as directed by County staff.

3.3. Outreach and Recruitment

3.3.1. Contractor shall provide the following services:

3.3.1.1. Contractor shall effectively execute the advertising strategy.

3.3.1.2. Contractor shall acknowledge the receipt of candidates' application materials and maintain ongoing communication with all candidates throughout the entirety of the recruitment process.

3.3.1.3. Contractor shall respond to all inquiries from candidates and collect application materials.

3.3.1.4. Contractor shall offer guidance to the County on the qualifications of the candidates, develop a list of recommended candidates for interviews and furnish a written report summarizing the overall candidate pool. The report will delineate the qualifications of those selected for interviews along with insights into the rationale for not selecting certain candidates for interview consideration.

3.4. Interviews and Selection

3.4.1. Contractor shall provide the following services:

3.4.1.1. Contractor shall facilitate the scheduling of interviews for recommended candidates and provide guidance to the County on interview strategies, appropriate questioning techniques and evaluation tools.

3.4.1.2. Contractor shall collaborate with the County in the selection of finalist(s) from the interviewed candidates.

3.4.1.3. Contractor shall conduct a thorough screening of final candidate(s) including background, criminal and credit checks as well as references and media checks to ensure the candidates possess backgrounds of high integrity. Prepare a confidential reference report on the final candidate(s).

3.4.1.4. Contractor shall assist the County in employment contract negotiations as necessary.

3.4.1.5. Contractor shall maintain comprehensive correspondence and meticulous record-keeping throughout the entirety of the process.

4. Protected Information

4.1. Contractor shall comply with all applicable federal and State laws pertaining to the privacy and security of Protected Information, including, but not limited to: California Civil Code Section 1798, California Civil Code Section 56.10, California Welfare and Institutions Code Section 827 and California Penal Code Section 1203. Contractor shall be responsible for compliance with applicable statutes in each State in which it transacts business.

4.2. Contractor will comply with all applicable laws regarding safeguarding and the protection of personally identifiable information made available through the Contract.

4.3. Any reports, records, data or other information generated or collected by the Contractor under this Agreement and deemed confidential by the County shall not be disclosed to any individual or organization by the Contractor without the prior written consent of the County unless required by law. The Contractor is prohibited from divulging any reports, records, data or other information received, generated or compiled under this Agreement to any third party.

**COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES**

EXHIBIT B – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

- A. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit (\$4,000,000).
- B. **Automobile Liability** covering all owned, non owned, hired auto Insurance Services Office form CA0001, with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- C. **Workers' Compensation**, as required by State of California and Employer's Liability Insurance, with limits no less than \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. **Professional Liability (Errors & Omissions)** appropriate to the professional services provided by Contractor under this contract, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

2. Self-Insured Retentions

Self-insured retentions must be declared to and approved County Risk Management. County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County..

Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

3. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Endorsement

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability and Sexual Molestation policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance

**COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES**

(at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this Contract, Contractor's insurance coverage, including any excess liability policies, shall be primary and non-contributory at least as broad as ISO CG 20 01 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

General Provisions

4. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

5. Umbrella or Excess Policy

Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance. The Contract/Project Number should be noted in the "Description of Operations" box located near the bottom of the form. Additionally, the "Certificate Holder" box should designate the address of the responsible department or department representative to ensure the documents are received by the appropriate party.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

**COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES**

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- C. If insurance is terminated for any reason, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. If any sub contractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

**COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES**

EXHIBIT C – PAYMENT SCHEDULE

(ATTACHED SEPARATELY ON BUYNET)

**COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP) 764
DEPARTMENT OF PURCHASING AND CONTRACTING
GOVERNMENT RECRUITMENT SERVICES**

EXHIBIT D – NATIONAL ASSOCIATION OF COUNTIES, PUBLIC PROMISE PROCUREMENT PROGRAM

(ATTACHED SEPARATELY ON BUYNET)



SOLICITATION BY

San Diego County, California

RFP-764

GOVERNMENT RECRUITMENT SERVICES

ON BEHALF OF ITSELF AND OTHER GOVERNMENT

AGENCIES AND MADE AVAILABLE THROUGH

PUBLIC PROMISE PROCUREMENT

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TABLE OF CONTENTS

Article 1 – Representations and Covenants

Appendix 1 – Master Intergovernmental Cooperative Purchasing Agreement

Appendix 2 – Administration Agreement

Appendix 3 – Supplier Commitments

Appendix 4 – Supplier Worksheet

Appendix 5 – Implementation Schedule

Appendix 6 – Federal Contract Terms and Conditions

Appendix 7 – New Jersey Business Requirements

Appendix 8 – State Notice Addendum

Appendix 9 – National Pricing

ARTICLE 1
PUBLIC PROMISE PROCUREMENT
REPRESENTATIONS AND CONVENANTS

A. Overview

Public Promise Procurement (hereinafter, “P.P.P.”) is a National Association of Counties (hereinafter, “NACo”) program to help Participating Public Agency acquire Goods and Services efficiently and cost effectively through strategic sourcing that harnesses the power of state and local government purchasing nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by a well-respected public agency (hereinafter, “Lead Public Agency” or “LPA”). The contracts are available for use by the Lead Public Agency and, also, by other Participating Public Agencies.

NACo is a non-profit membership organization that represents 40,000 county elected officials and 3.6 million county staff. Learn more about [NACo here](#).

B. Lead Public Agency

San Diego County, California (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 acting as the Lead Public Agency for this solicitation to enter into a Master Agreement for Government Recruiting Services.

C. Procurement Advisory Committee

The Public Promise Procurement Advisory Committee, (hereinafter, “Procurement Advisory Committee” or “PAC”) is made up of public procurement organizations from all across the United States. The PAC members representing these organizations actively participate in the development of solicitations and evaluation of proposals, and they serve as Lead Public Agencies that issue solicitations and administer awarded contracts on behalf of the program.

Current Procurement Advisory Committee Members

Megan A. Perry-Balonier
Franklin County, Ohio
Director, Purchasing Department

Adam Manne, MBA, CPPO, VCO, CPM
Prince William County, Virginia
Assistant Director of Finance

Stephanie D. Brice, CPPO, CPPB, NIGP-CPP
Cobb County, Georgia
Deputy Director, Purchasing Department

Maria Miles
Guilford County, North Carolina
MWBE Program Director

Eric J. Carlson
Douglas County, Nebraska
Purchasing Agent

Dana Noffke
Ramsey County, Minnesota
Procurement Manager

Patrick Flanary
Wake County, North Carolina
Chief Financial Officer

Gilbert Odonkor, AIA-CDT, MBA
Hennepin County, Minnesota
Manager of Construction Procurement

James Foley
Maricopa County, Arizona
Deputy Chief Procurement Officer

Jack Pellegrino, NIGP-CPP, CPPO, CPCM
San Diego County, California
Director, Department of Purchasing and Contracting

Mike Frosch
Dallas County, Texas
Director, Purchasing

Gerald Reiner, Jr.
Bergen County Utilities Authority
Purchasing Manager

Felicia Strong-Whitaker, CPPO, MCA
Fulton County, Georgia
Chief Purchasing Agent

D. Participating Public Agencies

There are approximately 95,000 public agencies eligible for this program. Each Public Agency Participant enters into a Master Intergovernmental Cooperative Purchasing Agreement (hereinafter, "MICPA") outlining the terms and conditions allowing access to the Lead Public Agency's Master Agreement(s). Under the terms of the MICPA, the procurement by the Public Agency Participant will be construed to be in accordance with, and governed by, the laws of the state in which the Public Agency Participant is located. A copy of the MICPA is attached as Appendix 1.

The Lead Public Agency 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.

E. Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the Public Promise Procurement Advisory Committee members, and current estimates of sales for this classification of Products and Services within state and local government. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, San Diego County along with the Public Promise Procurement Advisory Committee Members are committed to utilizing the Master Agreement. The Advisory Committee members shall determine if the Master Agreement is of value to their agency and will promote the Master Agreement among other public agencies nationwide.

F. Evaluation of Proposals and Contract Award

- i. Proposals will be evaluated by the LPA in accordance with, and subject to, this Request for Proposals, ("RFP") the relevant statues, ordinances, rules, and regulations that govern its procurement practices.
- ii. Public Promise Procurement Advisory Committee members and other Participating Public Agency may provide technical assistance the LPA in evaluating proposals, however the decision to award lies solely with the LPA. Public Promise Procurement reserves the right to make available or not make available Master Agreements awarded by the LPA to Participating Public Agencies.

G. Administrative Agreement

Suppliers that are awarded a contract by the Lead Public Agency and whose Master Agreements Public Promise Procurement agrees to make available to Participating Public Agency shall enter into an Administrative Agreement with Public Promise Procurement. Refer to Appendix 2.

H. Marketing Support

- i. Public Promise Procurement provides marketing collaboration and support for each Supplier's Products and Services through its affiliates, sales and marketing personnel that directly promote the Public Promise Procurement Program and its Suppliers to Participating Public Agency, as well as a myriad of social media and collaboration platforms.

- ii. Public Promise Procurement will collaborate with Supplier's government sales team to conduct training and utilize tools to facilitate marketing and sales to government entities.
- I. Public Promise Procurement will participate in periodic performance review meetings with Supplier and, when available, the Lead Public Agency.
- J. For the entire term of the Master Agreement, Supplier commits to the Supplier Commitments as stated herein (APPENDIX 3).

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The procuring party shall not sue this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to Public Promise Procurement at The National Association of Counties Office at 660 North Capital Street, NW, Suite 400, Washington, DC 20016.
10. This agreement shall take effect after execution of the Lead Public Agency certificate or Participating Public Agency Registration, as applicable.



ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (the “Agreement”) is effective as of _____, 20__, by and between PUBLIC PROMISE PROCUREMENT, LLC (“P.P.P.”) and _____ (the “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, Services and Solutions”);

WHEREAS, the Master Agreement provides that any county, state, city, special district, local government, tribal governments, 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, Services and Solutions at the prices indicated in the Master Agreement upon prior registration with P.P.P., in which case the Public Agency becomes a “Participating Public Agency”;

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

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

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

WHEREAS, P.P.P. and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies; and

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

ARTICLE 1

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 P.P.P. 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 P.P.P. 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 P.P.P. 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 P.P.P. shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 Each of Supplier and P.P.P. hereby grant to the other, during the term of this Agreement, a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to use such party's name, trademark and logo solely to perform its obligations under this Agreement and the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's name, trademark and logo, and such party shall comply with such terms in all material respects. Each party shall assist the other party by providing camera-ready logos and by participating in related trade shows and conferences. Both parties shall obtain approval from the other party prior to use of such party's name, trademark and logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's name, trademark and logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's name, trademark and logo.

1.6 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, P.P.P (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 any federal, state, local or foreign constitution, treaty, statute, ordinance, code, rule, law or regulation ("Law"), industry self-regulatory standards that may apply to Supplier or the Master Agreement, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. P.P.P makes no representations or guarantees 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. The terms of this section shall survive the termination of this Agreement.

1.7 Supplier acknowledges that, in connection with its access to P.P.P. confidential information and/or supply of data to P.P.P., it has complied with and shall continue to comply with all Law and industry self-regulatory standards that may apply to Supplier, including, without limitation Law and industry self-regulatory standards governing data protection, privacy and the use and processing of Personal Information (collectively, "Data Regulations"). With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or

disclose such Personal Information outside of the direct business relationship between Supplier and P.P.P. or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 1.6 and will comply with them. For purposes hereof, “Personal Information” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” or “individually identifiable information” as defined under Data Regulations. Supplier will reasonably assist P.P.P. in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide P.P.P. with information reasonably necessary for P.P.P. to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on P.P.P.’s behalf, Supplier will maintain records and the means necessary to enable P.P.P. to respond to such requests to know and requests to delete.]

ARTICLE 2

TERM OF AGREEMENT

2.1 This Agreement shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that (i) (A) the obligation to pay all amounts owed by Supplier to P.P.P. through the termination of this Agreement, and (B) all indemnifications afforded by Supplier to P.P.P. pursuant to Section 6.1, shall survive the termination of this Agreement, and (ii) Sections 1.5, 4.1 and 7.10 shall survive the term of this Agreement pursuant to the terms of such sections. [Upon termination of the Master Agreement for any reason, Supplier shall continue making payments of all amounts to P.P.P. that are generated by individual Participating Public Agency purchases of Products, Services and Solutions for a period of either (i) one (1) year from the date of termination, or (ii) through the then current expiration date of the Master Agreement, whichever is shorter, to the extent that Supplier continues to generate revenue from each Participating Public Agency’s purchase of Products, Services and Solutions following the termination of the Master Agreement.]

ARTICLE 3

REPRESENTATIONS AND COVENANTS

P.P.P. views the relationship with the 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 P.P.P. and the Supplier.

3.1 P.P.P. Representations and Covenants.

(a) Marketing. P.P.P. shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors, including the National Association of Counties (“NACo”), and named individual national, regional and state-level

sponsors. P.P.P. will incorporate information about the Products, Services and Solutions into P.P.P.'s website and general collateral materials. In addition, P.P.P. staff shall make commercially reasonable efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshow and other marketing activities such as webinars, speaking engagement, advertising, social media, articles and promotional campaigns.

(b) Training and Educational Management Support. P.P.P. 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"), P.P.P. may help with scheduling assistance from Supplier, conduct training sessions and conduct educational calls jointly with Supplier to Public Agencies. P.P.P. shall also provide Supplier with presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, P.P.P. EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING P.P.P.'S PERFORMANCE AS A PROGRAM ADMINISTRATOR OF THE MASTER AGREEMENT. P.P.P. SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF P.P.P. IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3.2 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, and Sales Commitment):

(a) Corporate Commitment.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be a Supplier's contractual offering of Products, Services, and Solutions to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is a Supplier's offering.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products, Services and Solutions 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 request and 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 P.P.P. 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 contact person who shall be responsible for receiving communications from P.P.P. 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 (micro-site) dedicated to Supplier's P.P.P. program and linked to P.P.P.'s 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 Supplier's National/Senior Management fully supports the P.P.P. program and its commitments and requirements. For purposes hereof, Supplier's National/Senior Management is defined as Supplier's executive officers.

(b) Pricing Commitment.

(i) Supplier represents to P.P.P. that the pricing offered under the Master Agreement is equal to or lower than the lowest overall available pricing (net to the buyer) on Products, Services and Solutions that it offers to Public Agencies in current market conditions. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products, Services and Solutions.

(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. The contract was awarded under the same or similar market conditions as currently exist. 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 regional cooperative members, some of whom are Public Agencies. The contract was awarded under the same or similar market conditions as currently exist. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to all Public Agencies that are regional 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. The contract was awarded under the same or similar market conditions as currently exist. 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 P.P.P. 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 P.P.P. to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, P.P.P. 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 3.2, 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) Sales Commitment. Supplier shall proactively market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement 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, Services and Solutions to Public Agencies and the timely follow-up to sales leads identified by P.P.P. Use of product catalogs, targeted advertising, social media, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the P.P.P. logo. 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 P.P.P. branding and logo standards and guidelines. Prior to use by Supplier, all P.P.P. related marketing material must be submitted to P.P.P. for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and P.P.P. program. P.P.P. 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 P.P.P. internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) P.P.P. standard logo;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products, Services and Solutions pricing;
- (5) Electronic link to P.P.P.'s online registration page; and
- (6) Other promotional material as requested by P.P.P.

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

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

(vi) Supplier's Performance Review. Upon request by P.P.P., Supplier shall participate in a performance review meeting with P.P.P. 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 P.P.P. (collectively, “Supplier Content”) for use on P.P.P. websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to P.P.P. and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with P.P.P. 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 here under; and (b) the use of Supplier Content and any other materials or services provided to P.P.P. as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party. Notwithstanding the foregoing, P.P.P. shall not have any right, title, or interest in Supplier’s Content. Upon termination of this Agreement, P.P.P. shall immediately cease use of Supplier’s Content.

3.3 Breach of Supplier’s Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between P.P.P. 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 P.P.P.’s sole discretion.

ARTICLE 4

PRICING AUDITS

4.1 P.P.P. shall have the authority to conduct random audits of Supplier’s pricing that is offered to Participating Public Agencies at P.P.P.’s sole cost and expense. Notwithstanding the foregoing, in the event that P.P.P. 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, P.P.P. 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. P.P.P. may conduct audits internally or may engage a third-party auditing firm on a non-contingent basis. 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 5

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to P.P.P. a monthly administrative fee based upon the total sales price of purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of 2% of aggregate purchases made during each calendar month (individually and collectively, “Administrative Fees”) for all new eligible accounts from and date of contract award and 1% for all existing accounts. All Administrative Fees shall be payable in U.S. dollars and shall be made by wire to P.P.P., or its designee or

trustee as may be directed in writing by P.P.P. 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. P.P.P. agrees to pay to Lead Public Agency a percentage 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 P.P.P. 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"). AJI 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 P.P.P. against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. P.P.P. 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. Supplier shall, at Suppliers sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. P.P.P. 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 P.P.P. staff. If there is a material discrepancy between the Sales Report and such records or sales analysis resulting in an underreporting of purchases and underpayment of Administrative Fees as determined by P.P.P., P.P.P. shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to P.P.P.'s reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment of any additional agreed-upon Administrative Fees, together with interest thereon in accordance with Section 5.5, to P.P.P. within fifteen (15) calendar days. Any questions regarding an exception report should be directed to P.P.P. in writing to [reporting@\[ppp\].org](mailto:reporting@[ppp].org). If Supplier does not resolve the discrepancy to P.P.P.'s reasonable satisfaction within thirty (30) days, P.P.P. shall have the right to engage a third party to conduct an independent audit of Supplier's Sales Reports. Supplier shall solely be responsible for the cost of the audit. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by P.P.P. at the location designated by P.P.P. In the event an underreporting of purchases and a resulting underpayment of Administrative Fees is revealed as a result of the audit, Supplier shall remit payment of any such Administrative Fees, together with interest thereon in accordance with Section 5.5, to P.P.P. within fifteen (15) calendar days of Supplier's receipt of the audit results.

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

Supplier's Product Number

Product Description

Manufacturer Name

Manufacturer Number

Unit of Measure

P.P.P. Price

Number of times ordered

Units Sold

Sales by Manufacturer

5.5 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at P.P.P.'s 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 6

INDEMNITY

6.1 Indemnity. Supplier hereby agrees to indemnify and defend P.P.P. 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, (i) the acts or omissions of Supplier in connection with this Agreement and the Master Agreement, (ii) any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement, and (iii) the use of any Supplier Content, including copyright infringement claims related thereto.

ARTICLE 7

MISCELLANEOUS

7.1 Entire Agreement. This Agreement and the Master Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and 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. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between P.P.P. and Supplier, the provisions of this Agreement shall prevail. The parties acknowledge that this Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of

interpretation by virtue of authorship of any provision of this Agreement, and any ambiguity may not be construed for or against any Party.

7.2 Assignment.

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

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

7.3 Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder must be in writing and will be deemed given to the addresses set forth herein (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that day-to-day business communications, including notification of a change of address, may be made via electronic communication, including email.

P.P.P.: 660 North Capital Street
Washington D.C. 20001

Attn: Program Manager Administration

Supplier: _____

Attn: P.P.P. Program Manager

7.4 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.

7.5 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.

7.6 Independent Contractors. In the performance of this Agreement, Supplier shall be an independent contractor to P.P.P., and shall not be or act as, or be deemed to otherwise be an agent, employee, or representative of P.P.P. P.P.P. shall be an independent contractor to Supplier, and shall not be or act as, or be deemed to be an agent, employee, or representative of Supplier. Supplier's employees will not be deemed to be P.P.P. employees. P.P.P.'s employees will not be deemed to be Supplier's employees. Nothing contained in this Agreement may be

construed to be inconsistent with that relationship or status. Neither party exercises direct control or supervision over the employees of the other party and, in fact, each party disavows any right to do so, and no party in any way directs the operations of the other party or the manner of the other party's performance. No partnership, joint venture, or other relationship between the parties is created hereby.

7.7 Counterparts; Electronic Signatures. 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. The exchange of copies of this Agreement and of signature pages by facsimile, by .pdf or similar electronic transmission (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or www.echosign.com), will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

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

7.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware 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 the District of Columbia, 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.

7.10 No Third-Party Beneficiaries; Survival of Representations. This Agreement is made solely for the benefit of the parties to it, and no other persons will acquire or have any right under or by virtue of this Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the parties shall remain in full force and effect regardless of any termination of this Agreement, in whole or in part.

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

[Remainder of Page Intentionally Left Blank - Signatures Follow]

**Attachment 2
PPP ADMIN AGR**

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

P.P.P.:

PUBLIC PROMISE PROCUREMENT, LLC

By: _____

Name: Paul Terragno

Title: Managing Director

Supplier:

By: _____

Name:

Title:

SUPPLIER COMMITMENTS

The foundation of the partnership requires commitments from both Public Promise Procurement and the Supplier. Awarded Suppliers will commit, at the highest level of the organization, to the Corporate, Engagement, Pricing, and Sales & Marketing Commitments outlined in this paragraph.

A. Corporate Commitment to the Master Agreement

Public Promise Procurement views the Master Agreement and the relationship with the awarded Supplier as an opportunity to provide maximum benefit to Participating Public Agency and to the Supplier.

- i. The Supplier will demonstrate in their proposal, and throughout the term of the Master Agreement, their senior executive management's active support of the program and commitment to the Master Agreement.
- ii. The Master Agreement will, for the entire period of the agreement, be Supplier's leading contractual offering of the awarded Products and Services to all eligible entities.
- iii. Supplier's sales force (including outside, inside, direct and or authorized dealers, distributors and representatives) will always present the Master Agreement when marketing Products and Services to eligible entities.
- iv. Supplier will advise existing eligible entity customers of the value offered through the Master Agreement and when authorized, will transition them to the Master Agreement and upon authorization by a Participating Public Agency, Supplier will transition such Agency to the pricing, terms and conditions of the Master Agreement.
- v. Supplier will provide a senior management level representative with the authority and responsibility to ensure corporate compliance with these commitments at all times.
- vi. Supplier will provide the personnel necessary to implement and support a supplier-based internet web page dedicated to the Supplier's Public Promise Procurement program in collaboration with Public Promise Procurement.

B. Engagement with Public Agencies

- i. Suppliers must directly engage with public agencies concerning the Master Agreement and the placement of orders, purchase orders, invoicing and payment. Each Public Agency Participant enters into a MICPA which outlines the terms and conditions that allow access to the Lead Public Agency Master Agreement(s). See Paragraph 4 above.

Attachment 3
SUPPLIER COMMITMENTS

- ii. Supplier will designate a lead referral contact person who will be responsible for receiving communications from Public Promise Procurement concerning Participating Public Agencies and for ensuring timely follow-up.
- iii. Where Supplier has an existing contract for products and services covered under the Master Agreement(s) that a Participating Public Agency has access to, Supplier will notify the existing contracting agency of the Master Agreement and transition the agency to the pricing, terms and conditions of the Master Agreement upon the agency's request.

C. Pricing Commitment

- i. Supplier represents that the pricing offered under the Master Agreement is equal to or lower than the lowest overall pricing (net to purchase) on Products and Services that it offers to public agencies in current market conditions. Supplier's pricing will be evaluated on an overall project basis, on the public agency's actual usage for purchased Products and Services, and/or on Supplier proposed pricing under the Master Agreement.
- ii. If a pre-existing contract awarded in current market conditions and/or Public Agency Participant's unique buying pattern provides one or more eligible public agency a lower price than that offered under the Master Agreement, Supplier will match that lower pricing under the Master Agreement and inform Participating Public Agency that the lower pricing is available under the Master Agreement. The price match only applies to eligible Participating Public Agency. The following are examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower pricing.
 - a. Supplier holds a state contract with lower pricing that is available to all public agencies within the state. The contract was awarded under current market conditions. Supplier is required to match the lower state pricing under the Master Agreement and make it available to all eligible Participating Public Agency within the state.
 - b. Supplier holds a regional cooperative contract with lower pricing that is available only to the regional cooperative members. The contract was awarded under current market conditions. Supplier is required to match the lower cooperative pricing under the Master Agreement and make it available to the regional cooperative members.
 - c. Supplier holds a contract with an individual Public Agency Participant that does not contain cooperative language making it available only to the contracting agency. The contract was awarded under current market conditions. Supplier is required to match the lower pricing under the Master Agreement and make it available only to the contracting Public Agency Participant.

Attachment 3
SUPPLIER COMMITMENTS

- iii. While the objective of the Master Agreement to allow all eligible Participating Public Agencies to piggyback on the Agreement rather than issue their own solicitation, Public Promise Procurement recognizes that for a variety of reasons eligible Participating Public Agencies will issue their own solicitations. The following are options available to Suppliers for responding to a Public Agency Participant solicitation.
 - a. Supplier may opt not to respond to the solicitation.
 - b. Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded a contract, the sales under such contract will be reported as sales under the Master Agreement.
 - c. If competitive conditions require pricing lower than that offered under the Master Agreement and the resulting contract is only available to the contracting agency (no cooperative language is contained in the contract), Supplier may submit lower pricing. If Supplier is awarded a contract, the sales under such contract will be reported as sales under the Master Agreement. Supplier would not be required to extend the lower pricing to other Participating Public Agency.
 - d. Supplier may respond with pricing that is higher than the Master Agreement and, if permitted, Supplier may provide an alternative proposal with pricing in accordance with the Master Agreement. If a contract is awarded based on the alternative proposal, sales under the awarded contract will be reported as sales under the Master Agreement.

D. Sales & Marketing Commitment

- i. Supplier will market the Master Agreement through its trained and engaged sales force and/or dealer network as its leading offering to eligible Participating Public Agency. Supplier's sales force and/or dealer network compensation and incentives will be greater than or equal to the compensation and incentives earned under other contracts to public agencies.
- ii. Supplier will be responsible for proactive sales of Supplier's Products and Services to eligible Participating Public Agencies and the timely follow-up sales leads identified by Public Promise Procurement.
- iii. Supplier will collaborate with Public Promise Procurement's personnel to conduct training on the Master Agreement and Public Promise Procurement. They will also collaborate on the use of tools to facilitate marketing and sales to government entities.
- iv. Supplier will develop and/or maintain a web presence and internet capabilities support marketing and sales to eligible Participating Public Agency.
- v. Supplier will report all sales under the Master Agreement and other transactions described herein to Public Promise Procurement in accordance with the Administrative Agreement.

Attachment 3
SUPPLIER COMMITMENTS

- vi. Supplier will make transaction details of all sales under the Master Agreement and other transactions described herein to third party auditors at the request of Public Promise Procurement, the Lead Public Agency and/or a Participating Public Agency.
- vii. Supplier shall be responsible for complying with the Public Promise Procurement branding and logos standards and guidelines. Prior to use by Supplier, all Public Promise Procurement related marketing material must be submitted to Public Promise Procurement for review and approval.

E. Performance Reviews

Supplier will participate in periodic performance review meetings with Public Promise Procurement and, when available, the Lead Public Agency.

F. Administrative Agreement

- i. Suppliers that are awarded a contract by the Lead Public Agency and whose Master Agreement Public Promise Procurement agrees to make available to Participating Public Agencies must enter into an Administrative Agreement with Public Promise Procurement. Refer to Appendix 2.

Suppliers shall return, with their proposal, a signed Administrative Agreement as presented herein (Appendix 2).

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

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

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

YES _____ *NO _____

(*If no, identify the states/localities where pricing will not be equal to or lower.)

- B. Does your company have the ability to provide products and services to any Participating Public Agency in all 50 states?

YES _____ *NO _____

(*If no, identify the states where you do not have the ability to provide products and services 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 \$100,000,00

- E. Will your company assign a National Account Manager to support the resulting Public Promise Procurement contract?

YES _____ NO _____

- F. Will your company commit to the following implementation schedule?

**Attachment 4
SUPPLIER WORKSHEET**

YES _____ NO _____

G. Will the Public Promise Procurement contract be one of your public offerings to Participating Public Agencies?

YES _____ NO _____



Submitted by:

(Company Name)

Representative: _____
(Printed Name)

Signature: _____

(Title)

(Date)

New Supplier Implementation Schedule

IMPLEMENTATION ACTIVITY	TARGET COMPLETION AFTER CONTRACT AWARD
<p>1. First Conference Call – Initial kick-off call to: discuss expectations; set contract launch date & outline kick-off plan; establish contact people, numbers/e-mails, roles/responsibilities; establish supplier login credentials; and set contract roll-out webinar dates.</p>	One week
<p>2. Executed Legal Documents – Obtain executed copies of: Master Agreement along with associated solicitation and other ancillary documents; Public Promise Procurement Administration Agreement; and Lead Public Agency Revenue Sharing Agreement.</p>	One week
<p>3. Second Conference Call – Planning call to: establish sales training webinar dates; complete supplier set-up; identify dates for senior management meeting; and review contract commitments.</p>	Two weeks
<p>4. Marketing Kick-off Call – Initial kick-off call to: go over marketing requirements; establish timeline for marketing deliverables; establish cadence for regular marketing calls; and review contract roll-out webinar slides.</p>	Two weeks
<p>5. Web Development – Meeting of marketing and IT staff to initiate e-commerce and supplier specific microsite discussion.</p>	Two Weeks
<p>6. Initial Management & Staff Training Meetings – Training sessions with national team and staff to: discuss expectations, roles and responsibilities; introduce and review program technology tools; discuss sales team training</p>	Three Weeks

**Attachment 5
IMPLEMENTATION SCHEDULE**

schedule; and review lead referral process and expectations.	
7. Senior Management Meeting - Meeting of senior management to: familiarize the management team with the NACo and PPP organization; track implementation progress; and discuss contract commitments.	Four Weeks
8. Review Top Target Opportunities – Meeting of PPP and supplier sales team to: review top county opportunities; and review suppliers top 10 existing local contracts.	Five Weeks
9. Program Manager/National Account Manager Planning Meeting and Sales Training - Meeting to discuss training strategy and initiate sales team remote and in-person training.	Five Weeks
10. Program Roll Out – Initiate contact with Advisory Board members and other top target opportunities.	Six Weeks

FEDERAL CONTRACT TERMS AND CONDITIONS

Participating Public Agencies may choose to utilize federal funds to purchase under the Master Agreement. This Appendix includes language that meets the requirements of Appendix II to the Federal Uniform Guidance. **Complete the Certifications in this Appendix 6 and submit as part of your response.**

- A. **Nondiscrimination** – In performing this contract, CONTRACTOR will not exclude a person from participating in, deny them a benefit of, or discriminate against them because of race, color, religion, national origin, sex, disability, or age. See 42 U.S.C.A. § 2000d et seq.; 42 U.S.C.A. § 3601 et seq.; 42 U.S.C.A. § 6101 et seq.; 29 U.S.C.A § 794; 42 U.S.C.A § 12132; and 49 U.S.C.A. § 5332. The CONTRACTOR also agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or age. See 29 U.S.C.A. § 623; 42 U.S.C.A. § 12101. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations regarding the subject matter of this clause.

- B. **Recycled Products** – CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- C. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended** – CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations of these standards by the CONTRACTOR must be reported to the U.S. Department of the Treasury and the Regional Office of the Environmental Protection Agency (EPA).

- D. **Debarment and Suspension** – CONTRACTOR certifies, by execution of Exhibit F - 1, that neither it nor any of its principals are presently debarred, suspended, proposed

Attachment 6
FEDERAL TERMS & CONDITIONS

for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- E. **Byrd Anti-Lobbying Amendment** – CONTRACTOR certifies by execution of Exhibit F - 2 that it adheres to the federal restrictions on lobbying using federal funds.
- F. **Termination for Convenience** – This Contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price, as determined by the Purchasing Agent, will be made for completed service, but no amount will be allowed for anticipated profit on unperformed services.
- G. **Termination for Cause**
1. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County has the right to terminate the contract. Any such termination will be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents
 2. Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
- H. **Prohibition on certain telecommunications and video surveillance services or equipment** – CONTRACTOR certifies that equipment, services, or systems used in covered telecommunications equipment and provided to the COUNTY is not produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Attachment 6
FEDERAL TERMS & CONDITIONS

- I. **Equal Employment Opportunity** – During the performance of this contract, CONTRACTOR agrees as follows:
1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 4. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 5. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Attachment 6
FEDERAL TERMS & CONDITIONS

6. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

J. Davis–Bacon Act, as amended (40 U.S.C. 3141–3148).

1. CONTRACTOR must comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). CONTRACTOR must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. CONTRACTOR must pay wages not less than once a week. By executing this Contract, CONTRACTOR accepts the Department of Labor wage determination for this work.

Attachment 6
FEDERAL TERMS & CONDITIONS

2. CONTRACTOR must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

K. Contract Work Hours and Safety Standards Act – CONTRACTOR agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act. Specifically, CONTRACTOR must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. This clause does not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

L. Program Fraud, False or Fraudulent Statements, and Related Acts 1

1. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et. seq. and all appropriate federal agency regulations apply to CONTRACTOR’s actions pertaining to this Contract. Upon execution of this Contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying CONTRACT. When submitting requests for payment under this Contract, the CONTRACTOR is deemed to certify or affirm the truthfulness and accuracy of any statement made in support of its request for payment. In addition to other penalties that may be applicable CONTRACTOR further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor, to the extent the Federal Government deems appropriate. Finally, CONTRACTOR acknowledges that that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this CONTRACT, the Federal Government reserves the right to impose the

Attachment 6
FEDERAL TERMS & CONDITIONS

additional penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

M. Interest of Members of Congress – No member of or delegates to the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

N. Protections for Whistleblowers

1. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
2. The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress.
 - b. An Inspector General.
 - c. The Government Accountability Office.
 - d. A Treasury employee responsible for contract or grant oversight or management.
 - e. An authorized official of the Department of Justice or other law enforcement agency.
 - f. A court or grand jury; and/or
 - g. A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

O. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT –

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

P. CONTRACTS FOR MORE THAN THE SIMPLIFIED ACQUISITION THRESHOLD, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41.U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Q. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

R. § 200.322 DOMESTIC PREFERENCES FOR PROCUREMENTS.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or

use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber

Attachment 6
FEDERAL TERMS & CONDITIONS

FEDERAL CONTRACT TERMS AND CONDITIONS
(Debarment and Suspension Certification)

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by the Contractor entering into this Contract.

1. The Contractor certifies, to the best of its knowledge and belief:
 - a. that neither the Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded for the award of Contracts from the United States federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement and Nonprocurement Programs issued by the General Services Administration;
 - b. that neither the Contractor nor its Principals have had within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. that neither the Contractor nor its Principals are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. that neither the Contractor nor its Principals have within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Contractor shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time during the period of this Contract, the Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Additionally, where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. 4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Contractor rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate this Contract for default.

Printed Name of Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Address: _____

City/State/Zip: _____

DUNS No: _____

Attachment 6
FEDERAL TERMS & CONDITIONS

FEDERAL CONTRACT TERMS AND CONDITIONS
(Byrd Anti-Lobbying Certification)
31 U.S.C. 1352 et seq.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds or than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et.seq.
3. The undersigned shall require that the language of this certification be included in the award documents for all contracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Printed Name of Representative: _____

Signature/Date: _____

Company Name: _____

Address: _____

City/State/Zip: _____

DUNS No: _____

Attachment 7
NEW JERSEY BUSINESS REQUIREMENTS

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required by New Jersey statutes. All Suppliers submitting proposals must complete the following forms to meet the requirements of doing business in this state.

All forms in this Exhibit should be submitted as a part of your proposal response. Failure to comply will affect the ability to promote the Master Agreement in the State of New Jersey.

(a) Checklist of Documents Required

INCLUDED IN PROPOSAL	ATTACHMENT	FORM
	Attachment 1	Ownership Disclosure Form
	Attachment 2	Non-Collusion Affidavit
	Attachment 3	Affirmative Action Affidavit
	Attachment 4	Political Contribution Disclosure Form
	Attachment 5	Stockholder Disclosure Certification
	Attachment 6	Certification of Non-Involvement in Prohibited Activities in Iran and Russia
	Attachment 7	New Jersey Business Registration Certification

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- (1) All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- (2) Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- (3) Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- (4) Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Attachment 7
NEW JERSEY BUSINESS REQUIREMENTS

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

7.12 NON-COLLUSION AFFIDAVIT

N.J.S.A. 52:34-15

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of municipality) (name of affiant)

in the County of _____ and State of _____ of
full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
_____ relies upon the truth of the statements contained in said Proposal (name of
contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(name of firm)

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

7.13 AFFIRMATIVE ACTION AFFIDAVIT

(a) P.L. 1975, c.127

Company Name: _____

Address: _____

Proposal Certification: Indicate below your company’s compliance with New Jersey Affirmative Action regulations. Company’s proposal will be accepted even if not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

(b) Required Affirmative Action Documentation:

The Supplier shall submit with its proposal, **ONE** of the following three documents:

- (1) Letter of Federal Affirmative Action Plan Approval
- (2) Certificate of Employee Information Report
- (3) Employee Information Report Form AA302

(c) Public Work – Project Cost over \$50,000:

- (1) If company has no approved Federal or New Jersey Affirmative Action Plan. Company will complete New Jersey Form AA-201 upon award; or
- (2) Company has a Federal or New Jersey Affirmative Action Plan – certificate is enclosed.

I further certify the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature

Printed Name

Title

Date

7.14 MANDATORY AFFIRMATIVE ACTION LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

7.15 N.J.A.C. 17:27

ARTICLE 8 EXHIBIT B**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE****N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)****N.J.A.C. 17:27-1.1 et seq.****CONSTRUCTION CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers

EXHIBIT B (Cont.)

provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active “card carrying” members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

EXHIBIT B (Cont.)

- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
- (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

EXHIBIT B (Cont.)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its web-site, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

NEW JERSEY BUSINESS REQUIREMENTS Attachment 7

Form AA302 Rev. 11/11

STATE OF NEW JERSEY Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 2. TYPE OF BUSINESS 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 4. COMPANY NAME 5. STREET CITY COUNTY STATE ZIP CODE 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE 7. CHECK ONE: IS THE COMPANY: SINGLE-ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER 8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ 9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 10. PUBLIC AGENCY AWARDED CONTRACT CITY COUNTY STATE ZIP CODE Official Use Only DATE RECEIVED NAUG.DATE ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

Table with columns: JOB CATEGORIES, ALL EMPLOYEES (COL. 1 TOTAL, COL. 2 MALE, COL. 3 FEMALE), PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN (MALE: BLACK, HISPANIC, AMER. INDIAN, ASIAN, NON MIN.; FEMALE: BLACK, HISPANIC, AMER. INDIAN, ASIAN, NON MIN.). Rows include Officials/Managers, Professionals, Technicians, Sales Workers, Office & Clerical, Craftworkers (Skilled), Operatives (Semi-skilled), Laborers (Unskilled), Service Workers, and TOTAL. Includes Total employment from previous report and a note for Temporary & Part-Time Employees.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? 13. DATES OF PAYROLL PERIOD USED 14. IS THIS THE FIRST Employee Information Report Submitted? 15. IF NO, DATE LAST REPORT SUBMITTED

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE MO DAY YEAR 17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

FORM AA-201
Revised 11/11

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER		2. CONTRACTOR ID NUMBER		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT			
3. NAME AND ADDRESS OF PRIME CONTRACTOR				Name:			
(Name)				Address:			
(Street Address)				CONTRACT NUMBER		DATE OF AWARD	DOLLAR AMOUNT OF AWARD
(City)		(State)		(Zip Code)		7. PROJECT NUMBER	
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []		COUNTY		6. NAME AND ADDRESS OF PROJECT		Name:	
				Address:			
						8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/>	

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER										
19. OTHER										
20. OTHER										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name) _____ (Title) _____

(Area Code) (Telephone Number) (Ext.) _____ (Date) _____

FORM AA-202
REVISÉD 11/11

State Of New Jersey

Department of Labor & Workforce Development
Construction EEO Compliance Monitoring Program

MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION

For instructions on completing the form, go to:
http://www.state.nj.us/treasury/contract_compliance/pdf/aa202ins.pdf

3. FID or SS Number		
1. Name and address of Prime Contractor (NAME)	2. Contractor ID Number	4. Reporting Period
5. Public Agency Awarding Contract		Date of Award
6. Name and Location of Project		County
7. Project ID Number		
(CITY)	(STATE)	(ZIP CODE)

8. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT	CLASSI- FICATION (SEE REVERSE)	11. NUMBER OF EMPLOYEES						12. TOTAL NO. OF EMP.	13. WORK HOURS				14. % OF WORKERS				15. CUM. WORK HRS				16. CUM. % OF WH			
				A.	B.	C.	D.	E.	F.		TOTAL	A.	B.	A.	B.	TOTAL	A.	B.	A.	B.						
				TOTAL	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	FEMALES		MIN. HOURS	MIN. WH	FEMALE WH	% OF WH	% OF WH	MIN. HOURS	MIN. HOURS	FEMALE HOURS	% OF WH	% OF WH						
			J																							
			AP																							
			J																							
			AP																							
			J																							
			AP																							
			J																							
			AP																							
			J																							
			AP																							

17. COMPLETED BY (PRINT OR TYPE)

(NAME) (SIGNATURE) (TITLE)

(AREA CODE) (TELEPHONE NUMBER) (EXT.) (DATE)

DEPT. OF LABOR & WORKFORCE DEVELOPMENT CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

ARTICLE 9 PUBLIC CONTRACT EEO/AA
COMPLIANCE PROCEDURES FLOW CHART

EEO/AA Procedures In Awarding Public Contracts

Public Agency	Vendor	Contractor
<ul style="list-style-type: none"> ❖ <i>Include Mandatory Language in advertisements for receipt of bids, solicitation and/or request for proposals.</i> ❖ <i>Include appropriate Mandatory Language in contracts and bid specifications.</i> ❖ <i>Obtain Required EEO/AA evidence from vendor or contractor.</i> 	<p style="text-align: center;"><u>Goods, Professional Services, and General Services Contracts</u></p> <p>Subject to Mandatory Language of Exhibit A</p> <p>Selected vendors must submit one of the following forms of evidence:</p> <p>1. Copy of Letter of Federal Approval</p> <p style="text-align: center;">Or</p> <p>2. Certificate of Employee Information Report</p> <p style="text-align: center;">Or</p> <p>3. Complete Form AA-302 (Employee Information Report)</p> <p>EEO/AA Evidence must be submitted after notification of award, but prior to signing of the contract</p>	<p style="text-align: center;"><u>Construction Contracts</u></p> <p>Subject to Mandatory Language of Exhibit B</p> <p>Additional Mandatory Language EO 151 and P.L.2009, c.335 (State Agencies, Independent Authorities, Colleges & Universities Only)</p> <p>Selected construction contractors must submit the following form of evidence:</p> <p>Complete Form AA-201 (Initial Project Workforce Report)</p> <p>Submit Form AA-202 (Monthly Project Workforce Report) once a month for the duration of the contract to the Dept. of Labor and to the Public Agency Compliance Officer</p> <p>EEO/AA Evidence must be submitted after notification of award, but prior to signing of a construction contract</p>

STATE OF NEW JERSEY
DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO MONITORING PROGRAM

ATTENTION ALL CONSTRUCTION CONTRACTORS

For

your convenience, all contractors have two options in filing the Form AA-202, Monthly Project Workforce Report. As always, you may complete the form manually and mail it to the Dept. of LWD, Construction EEO Monitoring Program, with a copy to the Public Agency Compliance Officer, or you may input your employment data directly onto the Form AA-202 located on our website, with a copy to the Public Agency Officer. To access the Division's website, simply follow these steps:

1. Type **http://www.state.nj.us/treasury/contract_compliance/**.
2. Select the "Premier Business Services Online Forms Account Instructions" link.
3. Please follow all the instructions to set up online access to the web application.

The web application will provide access to current and past reports that can be printed and submitted to the Public Agency awarding the contract as required.

NJ Department of Labor & Workforce Development
Construction EEO Monitoring Program
PO Box 209
Trenton, New Jersey 08625-0209
(609) 292-9550
Fax (609) 984-4023

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY**DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT EEO
MONITORING PROGRAM****ATTENTION ALL GOODS, GENERAL SERVICES AND PROFESSIONAL
SERVICES VENDORS**

For your convenience and for renewal of Certificates only, all goods, general services and professional services vendors have two options in filing the Form AA-302, Employee Information Report and Vendor Activity Summary Report forms. You may complete the form manually and mail it to this Division, or you may input your employment data directly onto the AA-302 and Vendor Activity Summary Report located on our website. To access the Division's website, simply follow these steps:

1. Type **http://www.state.nj.us/treasury/contract_compliance/**.
2. Select the "Premier Business Services Online Forms Account Instructions" link.
3. Please follow all the instructions to set up online access to the New Web Application.
4. Once your Renewal Forms have been completed online, please mail your \$150.00 certificate fee, in the form of a check or money order, made payable to "Treasurer, State of New Jersey" to the address below:

NJ Department of the Treasury Division
of Purchase and Property Contract
Compliance and Audit Unit EEO
Monitoring Program
PO Box 206
Trenton, NJ 08625-0206
Telephone (609) 292-5473
Fax (609) 292-1102

**ARTICLE 10 ADDITIONAL MANDATORY CONSTRUCTION
CONTRACT LANGUAGE FOR STATE AGENCIES, INDEPENDENT
AUTHORITIES, COLLEGES AND UNIVERSITIES ONLY**

Executive Order 51 (Corzine, August 28, 2009) and P.L.2009, c.335 include a provision which require all state agencies, independent authorities and colleges and universities to include additional mandatory equal employment and affirmative action language in its construction contracts. It is important to note that this language is in addition to and does not replace the mandatory contract language and good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B. The additional mandatory equal employment and affirmative action language is as follows:

It is the policy of the **[Reporting Agency]** that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the **[Reporting Agency]** to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the **[Reporting Agency's]** satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the **[Reporting Agency's]** contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the **[Reporting Agency]** with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the **[Reporting Agency]** no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27-1.1 et seq.

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by

Attachment 7
NEW JERSEY BUSINESS REQUIREMENTS

applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Signature of Procurement Agent

10.1 C.271 POLITICAL CONTRIBUTION DISCLOSURE FORM

(a) Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

10.2 C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

(a) Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A- 20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

Attachment 7
NEW JERSEY BUSINESS REQUIREMENTS

* N.J.S.A. 19:44A-3(s): “The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

List of Agencies with Elected Officials Required for Political Contribution Disclosure

10.4 N.J.S.A. 19:44A-20.26

(a) County Name:

State: Governor, and Legislative Leadership Committees Legislative

District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [the](#)
[Pay to Play section](#) OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE

STANDARD BID DOCUMENT REFERENCE						
Name of Form	COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	P.L. 2022, c. 3 N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction			X
Instructions Reference						
Description	P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran. Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 (" Russia-Belarus list ") or in Iran pursuant to P.L. 2012, c. 25 (" Chapter 25 list ").					

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury’s lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the local unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the local unit to notify the local unit in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the the local unit and that the local unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

10.5

NEW JERSEY
BUSINESS
REGISTRATION
CERTIFICATE
(N.J.S.A. 52:32-44)

Suppliers wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate as a part of their proposal. Failure to do so will disqualify the Supplier from offering products or services in New Jersey through any resulting contract.

[State of NJ - Department of the Treasury - Division of Revenue Business Registration Certificate](#)

STATE NOTICE ADDENDUM

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

Nationwide:

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

All 50 states in the United States of America:

- | | | |
|-------------|----------------|----------------|
| Alabama | Louisiana | Ohio Oklahoma |
| Alaska | Maine | Oregon |
| Arizona | Maryland | Pennsylvania |
| Arkansas | Massachusetts | Rhode Island |
| California | Michigan | South Carolina |
| Colorado | Minnesota | South Dakota |
| Connecticut | Mississippi | Tennessee |
| Delaware | Missouri | Texas |
| Florida | Montana | Utah Vermont |
| Georgia | Nebraska | Virginia |
| Hawaii | Nevada | Washington |
| Idaho | New Hampshire | West Virginia |
| Illinois | New Jersey New | Wisconsin |
| Indiana | Mexico New | Wyoming |
| Iowa Kansas | York North | |
| Kentucky | Carolina North | |
| | Dakota | |

Public Agency Name	State
84th Engineer Battalion	HI
ADMIN. SERVICES OFFICE	HI
ALCOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	HI
Aloha United Way	HI
ALOHACARE	HI
AMERICAN LUNG ASSOCIATION	HI
Angels at Play Preschool & Kindergarten	HI
AOAO Royal Capitol Plaza	HI
ARGOSY UNIVERSITY	HI
ASSOSIATION OF OWNERS OF KUKUI PLAZA	HI
Big Brothers Big Sisters	HI

BISHOP MUSEUM	HI
BOARD OF WATER SUPPLY	HI
BRIGHAM YOUNG UNIVERSITY - HAWAII	HI
BUILDING INDUSTRY ASSOCIATION OF HAWAII	HI
Chamber of Commerce Hawaii	HI
CHAMINADE UNIVERSITY OF HONOLULU	HI
Child and Family Service	HI
CITY AND COUNTY OF HONOLULU	HI
COLLEGE OF THE MARSHALL ISLANDS	HI
Commander, Navy Region Hawaii	HI
Community Empowerment Resources	HI

CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI
COUNTY OF HAWAII	HI
COUNTY OF MAUI	HI
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	HI
DCCA	HI
Defense Information System Agency	HI
DEPARTMENT OF EDUCATION	HI
Department of Veterans Affairs	HI
DOT Airports Division Hilo International Airport	HI
E Malama In Keiki O Lanai	HI
EAH, INC.	HI
EASTER SEALS HAWAII	HI
Ewa Makai Middle School	HI
FAMILY SUPPORT SERVICES OF WEST HAWAII	HI
First United Methodist Church	HI
GOODWILL INDUSTRIES OF HAWAII, INC.	HI
HABITAT FOR HUMANITY MAUI	HI
Haggai Institue	HI
HALE MAHAOLU	HI
HANAHAU'OLI SCHOOL	HI
HAROLD K.L. CASTLE FOUNDATION	HI
HAWAII AGRICULTURE RESEARCH CENTER	HI
Hawaii Area Committee	HI
Hawaii Baptist Academy	HI
Hawaii Bicycling League	HI
Hawaii Carpenters Market Recovery Program Fund	HI
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY	HI
hawaii commerce and consumer affairs	HI
HAWAII EMPLOYERS COUNCIL	HI
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	HI
Hawaii Health Connector	HI
HAWAII HEALTH SYSTEMS CORPORATION	HI
Hawaii Information Consortium	HI
Hawaii Island Humane Society	HI
Hawaii Medical College	HI
HAWAII PACIFIC UNIVERSITY	HI

Hawaii Peace and Justice	HI
Hawaii Psychological Association	HI
HAWAII STATE FCU	HI
HAWAII TECHNOLOGY ACADEMY	HI
Holy Nativity School	HI
Homewise Inc.	HI
Honolulu Community College	HI
Honolulu Fire Department	HI
HONOLULU HABITAT FOR HUMANITY	HI
International Archaeological Research Institute, Inc.	HI
Iolani School	HI
ISLAND SCHOOL	HI
Islands Hospice Inc	HI
IUPAT, DISTRICT COUNCIL 50	HI
Judiciary - State of Hawaii	HI
Kailua High School	HI
Kailua Racquet Club, Ltd.	HI
Kama'aina Care Inc	HI
KAMEHAMEHA SCHOOLS	HI
Kauai Community College	HI
Kauai County Council	HI
Kauai Youth Basketball Association	HI
KE KULA O S. M. KAMAKAU	HI
Keawala'i Congregational Church	HI
KIHEI CHARTER SCHOOL	HI
Kipuka o Ke Ola	HI
KONA PACIFIC PUBLIC CHARTER SCHOOL	HI
Kroc Center Hawaii	HI
Kumpang Lanai	HI
Kumulani Chapel	HI
Kupu	HI
Lanai Community Health Center	HI
Lanai Community Hospital	HI
Lanai Federal Credit Union	HI
Lanai Youth Center	HI
LANAKILA REHABILITATION CENTER INC.	HI
LearningRx Honolulu West	HI
Leeward Community Church	HI
LEEWARD HABITAT FOR HUMANITY	HI
Malama Honua Public Charter School	HI

Manoa Heritage Center	HI
Marine Corps Community Service	HI
MARINE SURF WAIKIKI, INC.	HI
MARYKNOLL SCHOOL	HI
Maui Aids Foundation Inc	HI
MAUI COUNTY COUNCIL	HI
MAUI COUNTY FCU	HI
MAUI ECONOMIC DEVELOPMENT BOARD	HI
MAUI ECONOMIC OPPORTUNITY, INC.	HI
MAUI FAMILY YMCA	HI
Maui High Band Booster Club	HI
Maui Police Department	HI
Montessori Community School	HI
Mutual Housing Association of Hawaii	HI
NA HALE O MAUI	HI
NA LEI ALOHA FOUNDATION	HI
Naalehu Assembly of God	HI
Native Hawaiian Hospitality Association	HI
NETWORK ENTERPRISES, INC.	HI
Office of the Governor	HI
Olanur	HI
One Kalakaua	HI
ORI ANUENUE HALE, INC.	HI
Our Savior Lutheran School	HI
outrigger canoe club	HI
PACIFIC BUDDHIST ACADEMY	HI
PARTNERS IN DEVELOPMENT FOUNDATION	HI
Pohaha I Ka Lani	HI
POLYNESIAN CULTURAL CENTER	HI
Pukalani Baptist Church	HI
PUNAHOU SCHOOL	HI
Puu Heleakala Community Association	HI
Queen Emma Gardens AOA	HI
READ TO ME INTERNATIONAL FOUNDATION	HI
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	HI
Ricoh	HI
ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII	HI
Saint Louis School	HI
School Lunch Program	HI

Silver Dolphin Bistro	HI
SOH- JUDICIARY CONTRACTS AND PURCH	HI
ST JOHN THE BAPTIST	HI
St. Francis Healthcare System	HI
St. Theresa School	HI
STATE DEPARTMENT OF DEFENSE	HI
STATE OF HAWAII	HI
State of Hawaii - Office of Enterprise Technology Services	HI
State of Hawaii Department of Human Services	HI
State of Hawaii Department of Transportation	HI
State of Hawaii-Department of Health-Disability & Communication Access	HI
STATE OF HAWAII, DEPT. OF EDUCATION	HI
Tetrahedron Sourcing	HI
Third Judicial Circuit - State of Hawaii	HI
Tri-Isle RC&D	HI
Tri-Isle Resource Conservation and Development District	HI
Tutu and Me Traveling Preschool	HI
United Chinese Society	HI
UNIVERSITY OF HAWAII AT MANOA	HI
UNIVERSITY OF HAWAII FEDERAL CREDIT UNION	HI
University of the Nations	HI
US Navy	HI
Variety School of Hawaii	HI
W. M. KECK OBSERVATORY	HI
WAIANAE COMMUNITY OUTREACH	HI
Waimanalo Elementary and Intermediate School	HI
West Maui Community Federal Credit Union	HI
Western Pacific Fisheries Council	HI
YMCA OF HONOLULU	HI
Hawaii County	HI
Honolulu County	HI
Kauai County	HI
Maui County	HI
Kalawao County	HI
Aiea	HI
Anahola	HI
Barbers Point N A S	HI

Camp H M Smith	HI
Captain Cook	HI
Eleele	HI
Ewa Beach	HI
Fort Shafter	HI
Haiku	HI
Hakalau	HI
Haleiwa	HI
Hana	HI
Hanalei	HI
Hanamaulu	HI
Hanapepe	HI
Hauula	HI
Hawaii National Park	HI
Hawaiian Ocean View	HI
Hawi	HI
Hickam AFB	HI
Hilo	HI
Holualoa	HI
Honaunau	HI
Honokaa	HI
Honolulu	HI
Honumu	HI
Hoolehua	HI
Kaaawa	HI
Kahuku	HI
Kahului	HI
Kailua	HI
Kailua Kona	HI
Kalaheo	HI
Kalaupapa	HI
Kamuela	HI
Kaneohe	HI
Kapaa	HI
Kapaau	HI
Kapolei	HI
Kaumakani	HI
Kaunakakai	HI
Kawela Bay	HI
Keaau	HI
Kealakekua	HI

Kealia	HI
Keauhou	HI
Kekaha	HI
Kihei	HI
Kilauea	HI
Koloa	HI
Kualapuu	HI
Kula	HI
Kunia	HI
Kurtistown	HI
Lahaina	HI
Laie	HI
Lanai City	HI
Laupahoehoe	HI
Lawai	HI
Lihue	HI
M C B H Kaneohe Bay	HI
Makawao	HI
Makaweli	HI
Maunaloa	HI
Mililani	HI
Mountain View	HI
Naalehu	HI
Ninole	HI
Ocean View	HI
Ookala	HI
Paauhau	HI
Paauiilo	HI
Pahala	HI
Pahoa	HI
Paia	HI
Papaaloo	HI
Papaikou	HI
Pearl City	HI
Pearl Harbor	HI
Pepeekeo	HI
Princeville	HI
Pukalani	HI
Puunene	HI
Schofield Barracks	HI
Tripler Army Medical Center	HI

Volvano	HI
Wahiawa	HI
Waialua	HI
Waianae	HI
Waikoloa	HI
Wailuku	HI
Waimanalo	HI
Waimea	HI
Waipahu	HI
Wake Island	HI
Wheeler Army Airfield	HI
Brigham Young University - Hawaii	HI
Chaminade University of Honolulu	HI
Hawaii Business College	HI
Hawaii Pacific University	HI
Hawaii Technology Institute	HI
Heald College - Honolulu	HI
Remington College - Honolulu Campus	HI
University of Phoenix - Hawaii Campus	HI
Hawaii Community College	HI
Honolulu Community College	HI
Kapiolani Community College	HI
Kauai Community College	HI
Leeward Community College	HI
Maui Community College	HI
University of Hawaii at Hilo	HI
University of Hawaii at Manoa	HI
Windward Community College	HI
123d Fighter Squadron	OR
211INFO	OR
300 Main Inc	OR
1000 FRIENDS OF OREGON	OR
A FAMILY FOR EVERY CHILD	OR
A Hope For Autism Foundation	OR
A Jesus Church Family	OR
A. C. Gilbert's Discovery Village	OR
A&I Benefit Plan Administrators, Inc.	OR
ABIQUA SCHL	OR
Abuse Recovery Ministry & Services	OR
Access Inc	OR
ACUMENTRA HEALTH	OR

Adapt	OR
ADDICTIONS RECOVERY CENTER, INC	OR
Adelante Mujeres	OR
advocate care	OR
African American Health Coaliton, Inc.	OR
Agia Sophia Academy	OR
Aging and People with Disabilities	OR
Albany Partnership for Housing and Community Development	OR
Albany Police Department	OR
Albertina Kerr Centers	OR
Aldersgate Camps and Retreats	OR
All God's Children International	OR
ALLFOURONE/CRESTVIEW CONFERENCE CTR.	OR
ALLIANCE CHARTER ACADEMY	OR
Alpha Lambda House Corporation	OR
Alvord Taylor	OR
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	OR
ALZHEIMERS NETWORK OF OREGON	OR
Amani Center	OR
American Legion Aloha Post 104	OR
American Tinnitus Association	OR
Amity Fire District	OR
Amity School District 4-J	OR
Ananda Center at Laurelwood	OR
ANGELL JOB CORPS	OR
Apostolic Church of Jesus Christ	OR
ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	OR
ARLINGTON SCHOOL DISTRICT NO. 3	OR
Ascension Episcopal Parish	OR
Ashbrook Independent School	OR
Ashland Art Center	OR
ASHLAND COMMUNITY HOSPITAL	OR
ASHLAND PUBLIC SCHLS	OR
Association of Oregon Community Mental Health Programs	OR
Association of Oregon Corrections Employees, Inc.	OR
ASSOCIATION OF OREGON COUNTIES	OR

ASTORIA SCHOOL DISTRICT 1C	OR
ATHENA LIBRARY FRIENDS ASSOCIATION	OR
Athena Weston School District 29RJ	OR
Aurora Rural Fire District	OR
Auxiliary services	OR
AVON	OR
Bags of Love	OR
Baker County	OR
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	OR
Baker Elks	OR
BAKER SCHOOL DISTRICT 5-J	OR
BANDON SCHOOL DISTRICT	OR
Banks Fire District #13	OR
BANKS SCHOOL DISTRICT	OR
BARLOW YOUTH FOOTBALL	OR
Barter Union International	OR
BAY AREA FIRST STEP, INC.	OR
BAY AREA HOSPITAL DISTRICT	OR
Bay Area Labor Center	OR
Beaverton Christians Church	OR
Beaverton Rock Creek Foursquare Church	OR
BEAVERTON SCHOOL DISTRICT	OR
Bend Elks Lodge 1371	OR
Bend International School	OR
Bend Metro Park & Recreation District	OR
Bend Park and Recreation District	OR
BEND-LA PINE SCHOOL DISTRICT	OR
Bend-La Pine Schools	OR
BENTON COUNTY	OR
BENTON HOSPICE SERVICE	OR
Benton Soil & Water Conservation District	OR
Best Care Treatment Center	OR
Beta Omega Alumnae	OR
BETHEL CHURCH OF GOD	OR
Bethel School District #52	OR
Bethesda Lutheran Church	OR
Bethlehem Christian Pre-School	OR
BIENESTAR, INC.	OR
BILL HUNT	OR
Billy Webb Elks lodge #1050	OR
DisGift Anatomical	OR

BIRCH COMMUNITY SERVICES, INC.	OR
BIRTHINGWAY COLLEGE OF MIDWIFERY	OR
BLACHLY LANE ELECTRIC COOPERATIVE	OR
Blachly-Lane Electric Co-op	OR
Blanchet House of Hospitality	OR
BLIND ENTERPRISES OF OREGON	OR
BLUE MOUNTAIN COMMUNITY COLLEGE	OR
BNAI BRITH CAMP	OR
BOARD OF MEDICAL EXAMINERS	OR
Boardman Rural Fire Protection District	OR
Bob Belloni Ranch, Inc.	OR
BONNEVILLE ENVIRONMENTAL FOUNDATION	OR
Bonneville Power Administration	OR
Boys & Girls Club of Corvallis	OR
Boys & Girls Club of Salem, Marion & Polk Counties	OR
Boys & Girls Clubs of Emerald Valley	OR
Boys and Girls Club of the rogue valley	OR
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	OR
Breast Friends	OR
Bridgeport Community Chapel	OR
Bridges to Change	OR
BROAD BASE PROGRAMS INC.	OR
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	OR
Brookings Elks Lodge	OR
Brookings Fire / Rescue	OR
Brookings Harbor Christian School	OR
Brookings- Harbor School District 17c	OR
Brooklyn Primary PTO	OR
Building Healthy Family	OR
Bureau Of Land Management	OR
Burns Paiute Tribe	OR
Butte Creek Scout Ranch	OR
Butte Falls School District	OR
Calvary Assembly of God	OR
Camelto Theatre Company	OR
Camp Fire Columbia	OR
CANBY FOURSQUARE CHURCH	OR
CANBY SCHOOL DISTRICT	OR

Canby School District No 86	OR
Canby Utility	OR
CANCER CARE RESOURCES	OR
Cannon Beach Fire	OR
CANYONVILLE CHRISTIAN ACADEMY	OR
Cappella Romana	OR
CARE OREGON	OR
CASA of Marion County	OR
cascade AIDS	OR
Cascade Health Solutions	OR
Cascade Height Public Charter School PTA	OR
Cascade Housing Association	OR
CASCADE SCHOOL DISTRICT	OR
CASCADES ACADEMY OF CENTRAL OREGON	OR
CASCADES WEST FINANCIAL SERVICES IN	OR
CASCADIA BEHAVIORAL HEALTHCARE	OR
CASCADIA REGION GREEN BUILDING COUNCIL	OR
CATHOLIC CHARITIES	OR
CATHOLIC COMMUNITY SERVICES	OR
CCI Enterprises Inc	OR
Cedar Hills Baptist Church	OR
CEDAR MILL COMMUNITY LIBRARY	OR
Cedar Sinai Park-Robison Jewish Healthcare	OR
CENTENNIAL SCHOOL DISTRICT	OR
CENTER FOR COMMUNITY CHANGE	OR
Center For Continuous Improvement	OR
Center for Family Development	OR
Center for Human Development	OR
CENTER FOR RESEARCH TO PRACTICE	OR
CENTRAL BIBLE CHURCH	OR
CENTRAL CATHOLIC HIGH SCHOOL	OR
CENTRAL CITY CONCERN	OR
CENTRAL CURRY SCHL DIST#1	OR
CENTRAL DOUGLAS COUNTY FAMILY YMCA	OR
Central Lincoln People's Utility District	OR
CENTRAL OREGON COMMUNITY COLLEGE	OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR

CENTRAL OREGON IRRIGATION DISTRICT	OR
Central Oregon Visitors Association	OR
CENTRAL POINT SCHOOL DISTRICT NO. 6	OR
Central Presbyterian Church	OR
CENTRAL SCHOOL DISTRICT 13J	OR
Central School District 13J (Polk County, Oregon)	OR
CHEHALEM PARK AND RECREATION DISTRICT	OR
CHEMEKETA COMMUNITY COLLEGE	OR
Child Evangelism Fellowship	OR
CHILDPEACE MONTESSORI	OR
Children's Relief Nursery	OR
Childsworld Learning Center	OR
Christian Church of Woodburn	OR
Christians As Family Adovates	OR
Church of Christ	OR
CITY BIBLE CHURCH	OR
CITY COUNTY INSURANCE SERVICES	OR
City Govrnment	OR
CITY OF ADAIR VILLAGE	OR
CITY OF ALBANY	OR
CITY OF ASHLAND	OR
City of Astoria Fire Department	OR
CITY OF ASTORIA OREGON	OR
City of Astoria Parks Dept.	OR
CITY OF AUMSVILLE	OR
CITY OF AURORA	OR
City of Baker City	OR
City of Banks	OR
CITY OF BEAVERTON	OR
City Of Bend	OR
CITY OF BOARDMAN	OR
CITY OF BURNS	OR
CITY OF CANBY	OR
CITY OF CANNON BEACH OR	OR
CITY OF CANYONVILLE	OR
City of Carlton	OR
City of Cascade Locks	OR
City of Central Point Parks and Recreation	OR
CITY OF CENTRAL POINT POLICE	OR

CITY OF CLATSKANIE	OR
CITY OF COBURG	OR
City of Columbia City	OR
CITY OF CONDON	OR
CITY OF COOS BAY	OR
City of Cornelius, OR	OR
CITY OF CORVALLIS	OR
City of Corvallis Parks and Recreation	OR
CITY OF COTTAGE GROVE	OR
CITY OF CRESWELL	OR
CITY OF DALLAS	OR
CITY OF DAMASCUS	OR
City of Dayton	OR
City of Donald	OR
CITY OF DUNDEE	OR
City of Durham	OR
CITY OF EAGLE POINT	OR
CITY OF ECHO	OR
CITY OF ESTACADA	OR
City of Eugene	OR
CITY OF EUGENE	OR
CITY OF FAIRVIEW	OR
CITY OF FALLS CITY	OR
City of Florence	OR
City of Forest Grove	OR
CITY OF GATES	OR
CITY OF GEARHART	OR
CITY OF GERVAIS	OR
CITY OF GOLD HILL	OR
CITY OF GRANTS PASS	OR
CITY OF GRESHAM	OR
CITY OF HALSEY	OR
CITY OF HAPPY VALLEY	OR
City of Harrisburg	OR
CITY OF HEPPNER	OR
CITY OF HERMISTON	OR
CITY OF HILLSBORO	OR
CITY OF HOOD RIVER	OR
City of Independence	OR
CITY OF JOHN DAY	OR
City of Joseph	OR

City of junction city	OR
CITY OF KLAMATH FALLS	OR
CITY OF LA GRANDE	OR
CITY OF LAKE OSWEGO	OR
CITY OF LAKESIDE	OR
CITY OF LEBANON	OR
CITY OF LINCOLN CITY	OR
CITY OF MADRAS	OR
CITY OF MALIN	OR
CITY OF MCMINNVILLE	OR
CITY OF MEDFORD	OR
CITY OF MILL CITY	OR
CITY OF MILLERSBURG	OR
City of Milton-Freewater	OR
CITY OF MILWAUKIE	OR
City Of Molalla	OR
City of Monmouth	OR
City of Monmouth / Public Works	OR
CITY OF MORO	OR
CITY OF MOSIER	OR
City of Mt. Angel	OR
City of Nehalem	OR
CITY OF NEWBERG	OR
CITY OF NORTH PLAINS	OR
City of North Powder	OR
City of Ontario	OR
CITY OF OREGON CITY	OR
City of Pendleton Convention Center	OR
City of Pendleton Parks & Recreation	OR
City of Philomath	OR
CITY OF PHOENIX	OR
CITY OF PILOT ROCK	OR
CITY OF PORT ORFORD	OR
CITY OF PORTLAND	OR
City of Portland Parks Bureau	OR
CITY OF POWERS	OR
CITY OF PRAIRIE CITY	OR
CITY OF REDMOND	OR
CITY OF REEDSPORT	OR
City of Richland	OR
CITY OF RIDDLE	OR

CITY OF SALEM	OR
City of Salem Fire Department	OR
CITY OF SANDY	OR
CITY OF SCAPPOOSE	OR
CITY OF SCIO	OR
CITY OF SEASIDE	OR
City of Seaside Police Department	OR
CITY OF SHADY COVE	OR
City of Sheridan	OR
CITY OF SHERWOOD	OR
CITY OF SILVERTON	OR
City of Sodaville	OR
CITY OF SPRINGFIELD	OR
City of St. Helens	OR
CITY OF ST. PAUL	OR
CITY OF STAYTON	OR
City of Sublimity	OR
CITY OF SWEETHOME	OR
City of Talent	OR
CITY OF THE DALLES	OR
CITY OF TIGARD, OREGON	OR
City of Troutdale	OR
CITY OF TUALATIN, OREGON	OR
City of Union	OR
City of Veneta	OR
CITY OF WARRENTON	OR
CITY OF WEST LINN/PARKS	OR
City of Westfir	OR
CITY OF WILSONVILLE	OR
CITY OF WINSTON	OR
CITY OF WOOD VILLAGE	OR
CITY OF WOODBURN	OR
CITY OF YACHATS	OR
City of Yoncalla	OR
CLACKAMAS COMMUNITY COLLEGE	OR
clackamas county	OR
Clackamas County Disaster Management	OR
Clackamas County Juvenile Dept	OR
Clackamas County Service District # 1/Tri-City Service District	OR
Clackamas County Water Environment Services	OR

CLACKAMAS EDUCATION SERVICE DISTRICT	OR
CLACKAMAS FIRE DIST#1	OR
Clackamas River Trout Unlimited	OR
CLACKAMAS RIVER WATER	OR
Clackamas River Water Providers	OR
CLACKAMS COUNTY COMMUNITY CORRECTIONS	OR
CLASSROOM LAW PROJECT	OR
Clatskanie People's Utility District	OR
Clatskanie RFPD	OR
CLATSKANIE SCHL DIST #6J	OR
Clatsop Behavioral Healthcare	OR
Clatsop Care Health District-Clatsop Retirement Village	OR
Clatsop Community College	OR
CLATSOP COUNTY	OR
Clatsop County Sheriff's Office	OR
Clean Slate Canine Rescue & Rehabilitation	OR
CLEAN WATER SERVICES	OR
Clear Creek Middle School	OR
Coalition for a Livable Future	OR
COAST REHABILITATION SERVICES	OR
Coastal Family Health Center	OR
COLLEGE HOUSING NORTHWEST	OR
College Possible	OR
College United Methodist Church	OR
COLTON SCHL DIST 53	OR
COLUMBIA 911 COMMUNICATIONS DISTRICT	OR
Columbia Academy	OR
COLUMBIA CHRISTIAN SCHOOL	OR
COLUMBIA COMMUNITY MENTAL HEALTH	OR
COLUMBIA COUNTY, OREGON	OR
COLUMBIA GORGE COMMUNITY COLLEGE	OR
columbia gorge discovery center and museum	OR
Columbia Gorge ESD	OR
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON	OR
Columbia River Fire & Rescue	OR
Columbia River Inter-tribal Fish Commission	OR
COLUMBIA RIVER PUD	OR

COMMUNITY ACTION ORGANIZATION	OR
COMMUNITY ACTION TEAM, INC.	OR
COMMUNITY CANCER CENTER	OR
Community Connection of Northeast Oregon, Inc.	OR
Community Energy Project	OR
COMMUNITY HEALTH CENTER, INC	OR
Community in Action	OR
Community Shelter and Assistance Corporation	OR
COMMUNITY VETERINARY CENTER	OR
CONCORDIA UNIV	OR
CONFEDERATED TRIBES OF GRAND RONDE	OR
Confederated Tribes of Warm Springs	OR
Confederation of Oregon School Administrators	OR
CONFLUENCE ENVIRONMENTAL CENTE	OR
CONSERVATION BIOLOGY INSTITUTE	OR
Constructing Hope Pre-Apprenticeship Program	OR
Consumers Power Inc.	OR
CONTEMPORARY CRAFTS MUSEUM AND GALLERY	OR
Coos Art Museum	OR
COOS BAY SCHOOL DISTRICT	OR
COOS BAY SCHOOL DISTRICT NO.9	OR
coos county	OR
Coquille Economic Development Corporation	OR
Coquille Indian Housing Authority	OR
COQUILLE SCHOOL DISTRICT 8	OR
Corban College	OR
CORBETT SCHL DIST #39	OR
Corvallis Caring Place	OR
CORVALLIS MOUNTAIN RESCUE UNIT	OR
Corvallis School District 509J	OR
Corvallis Waldorf School	OR
COUNTY OF YAMHILL SCHOOL DISTRICT 29	OR
Cove City Hall	OR
COVENANT CHRISTIAN HOOD RIVER	OR
crescent grove cemetery	OR
CRESWELL SCHOOL DISTRICT	OR

CROOK COUNTY ROAD DEPARTMENT	OR
CROOK COUNTY SCHOOL DISTRICT	OR
Crooked River Ranch Rural Fire Protection District	OR
CROSSROADS CHRISTIAN SCHOOL	OR
CS LEWIS ACADEMY	OR
CULVER SCHOOL DISTRICT NO.	OR
Curry County Habitat for Humanity	OR
CURRY COUNTY OREGON	OR
Curry Health Network	OR
Curry Public Transit Inc	OR
Dallas Church	OR
DALLAS SCHOOL DISTRICT NO. 2	OR
DAVID DOUGLAS SCHOOL DISTRICT	OR
Dayspring Fellowship	OR
Daystar Education, Inc.	OR
Dayton Christian Church	OR
DAYTON SCHOOL DISTRICT NO.8	OR
DE LA SALLE N CATHOLIC HS	OR
DECISION SCIENCE RESEARCH INSTITUTE, INC.	OR
Deer Creek Elementary School	OR
Deer Meadow Assisted Living	OR
DELIGHT VALLEY CHURCH OF CHRIST	OR
Delphian School	OR
Department of Administrative Services	OR
DePaul Treatment Centers, Inc.	OR
DESCHUTES COUNTY	OR
DESCHUTES COUNTY RFPD NO.2	OR
DESCHUTES COUNTY SD NO.6 - SISTERS SD	OR
DESCHUTES PUBLIC LIBRARY	OR
DESCHUTES PUBLIC LIBRARY SYSTEM	OR
DFHFJDG	OR
Dial-A-Bus	OR
Direction Service, Inc.	OR
Disjecta Contemporary Art Center	OR
DOGS FOR THE DEAF, INC.	OR
DOUGLAS COUNTY	OR
DOUGLAS COUNTY SCHOOL DISTRICT 116	OR
DOUGLAS EDUCATION SERVICE DISTRICT	OR

DOUGLAS ELECTRIC COOPERATIVE, INC.	OR
DOUGLAS FOREST PROTECTIVE	OR
Dove Medical	OR
Dress for Success Oregon	OR
DrupalCon Inc., DBA Drupal Association	OR
Dufur Christian Church	OR
DUFUR SCHOOL DISTRICT NO.29	OR
Eagle Point School District #9	OR
Eagle point school district #9	OR
EagleRidge High School	OR
Early College High School	OR
EAST HILL CHURCH	OR
EAST MULTNOMAH SOIL AND WATER CONSERVANCY	OR
East River Fellowship	OR
EAST SIDE FOURSQUARE CHURCH	OR
EAST WEST MINISTRIES INTERNATIONAL	OR
Eastern Oregon Alcoholism Foundation	OR
EAsern Oregon Trade and Event Center	OR
EASTERN OREGON UNIVERSITY	OR
Echo School District	OR
Echo Theater Company	OR
Ecola Bible School	OR
Ecotrust	OR
EDUCATION NORTHWEST	OR
Education Travel & Culture, Inc.	OR
EDUCATIONAL POLICY IMPROVEMENT CENTER	OR
Edwards Center Inc	OR
eickhoff dev co inc	OR
ELAW	OR
Elderhealth and Living	OR
Elgin school dist.	OR
ELKTON SCHOOL DISTRICT NO.34	OR
ELMIRA CHURCH OF CHRIST	OR
Emerald Media Group	OR
EMERALD PUD	OR
Emmanuel Bible Church	OR
EMMAUS CHRISTIAN SCHOOL	OR
EN AVANT, INC.	OR
Energy Trust of Oregon	OR
ENTERPRISE FOR EMPLOYMENT	OR

AND EDUCATION	
environmental law alliance worldwide	OR
EPUD-Emerald People's Utility District	OR
Estacada Rural Fire District	OR
ESTACADA SCHOOL DISTRICT NO.108	OR
EUGENE BALLET COMPANY	OR
Eugene Builders Exchange	OR
EUGENE CHRISTIAN FELLOWSHIP	OR
Eugene Country Club	OR
Eugene Swim and Tennis Club	OR
EUGENE SYMPHONY ASSOCIATION, INC.	OR
EUGENE WATER & ELECTRIC BOARD	OR
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.	OR
Evergreen Wings and Waves	OR
FACILITIES	OR
FAIRFIELD BAPTIST CHURCH	OR
FAITH CENTER	OR
Faith Christian Fellowship	OR
FAITHFUL SAVIOR MINISTRIES	OR
Falls City School District #57	OR
FAMILIES FIRST OF GRANT COUNTY, INC.	OR
Family Building Blocks	OR
FAMILY CARE INC	OR
FANCONI ANEMIA RESEARCH FUND INC.	OR
FARMWORKER HOUSING DEV CORP	OR
Farmworkers Housing Development Corporation	OR
Feral Cat Awareness Team	OR
Fern Ridge Library District	OR
Fern Ridge School District 28J	OR
First Baptist Church	OR
First Baptist Church of Enterprise	OR
FIRST BAPTIST CHURCH OF EUGENE	OR
FIRST CHRISTIAN CHURCH	OR
FIRST CHURCH OF THE NAZARENE	OR
First Congregational Chrch	OR
First Evangelical Presbyterian Church of Oregon City	OR
First Lutheran Church of Astoria	OR
First Presbyterian Church of La Grande	OR

FIRST UNITARIAN CHURCH	OR
First United Methodist Church	OR
First United Presbyterian Church	OR
FLORENCE AREA CHAMBER OF COMMERCE	OR
Florence Police Department	OR
Florence United Methodist Church	OR
Food for Lane County	OR
FORD FAMILY FOUNDATION	OR
FOREST GROVE SCHOOL DISTRICT	OR
Forest Park Conservancy	OR
FOSSIL SCHOOL DISTRICT 21J	OR
FOUNDATIONS FOR A BETTER OREGON	OR
Fr. Bernard Youth Center	OR
French American International School	OR
French American School	OR
Friendly House, Inc.	OR
Friends for Animals	OR
Friends of Driftwood Library	OR
FRIENDS OF THE CHILDREN	OR
Friends of the Opera House	OR
Full Access	OR
fund for christain charity	OR
Fund For Christian Charity	OR
Fur Footed Rescue, Inc.	OR
G.O.B.H.I	OR
Garten Services Inc	OR
GASTON RURAL FIRE DEPARTMENT	OR
GASTON SCHOOL DISTRICT 511J	OR
Gates Community Church of Christ	OR
Gateway Prebyterian Church	OR
GATEWAY TO COLLEGE NATIONAL NETWORK	OR
Gearhart Fire Department	OR
GeerCrest Farm & Historical Society	OR
GEN CONF OF SDA CHURCH WESTERN OR	OR
GEORGE FOX UNIVERSITY	OR
GERVAIS SCHOOL DIST. #1	OR
GILLIAM COUNTY	OR
GILLIAM COUNTY OREGON	OR
Girl Scouts of Oregon and SW Washington, Inc.	OR

GLADSTONE POLICE DEPARTMENT	OR
Gladstone Public Library	OR
GLADSTONE SCHOOL DISTRICT	OR
Gladstone Senior Center	OR
GLENDALE RURAL FIRE DISTRICT	OR
GLENDALE SCHOOL DISTRICT	OR
GLIDE SCHOOL DISTRICT NO.12	OR
GOAL ONE COALITION	OR
God""s Storehouse Pantry	OR
GOLD BEACH POLICE DEPARTMENT	OR
Golf Charities Foundation, Inc.	OR
Gollux	OR
Good Samaritan Ministries	OR
Good Samaritan Ministry	OR
GOOD SHEPHERD COMMUNITIES	OR
Good Shepherd Medical Center	OR
Goodwill Industries of Lane and South Coast	OR
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	OR
GRACE BAPTIST CHURCH	OR
Grace Baptist Church of St. Helens, Lil Learners Preschool	OR
Grace Christian Fellowship	OR
Grace Community Church	OR
Grace Lutheran Church of Molalla	OR
Grace Lutheran School	OR
Grand View Baptist Church	OR
Grande Ronde Model Watershed Foundation	OR
Grant Community School	OR
Grant County Economic Developement	OR
GRANT COUNTY, OREGON	OR
GRANT PARK CHURCH	OR
Grantmakers for Education	OR
GRANTS PASS MANAGEMENT SERVICES, DBA	OR
GRANTS PASS SCHOOL DISTRICT 7	OR
Grants Pass Seventh-day Adventist Church	OR
Great Portland Bible	OR
GREATER ALBANY PUBLIC SCHOOL DISTRICT	OR
GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR
Greater Portland INC	OR

Green Electronics Council	OR
Greenleaf Industries	OR
Gresham Police Department	OR
GRESHAM-BARLOW SCHOOL DISTRICT	OR
GWPMS	OR
HALFWAY HOUSE SERVICES, INC.	OR
Halsey-Shedd Fire District	OR
Happy Canyon Company	OR
Harney County Community Corrections	OR
HARNEY COUNTY SCHOOL DIST. NO.3	OR
HARNEY COUNTY SHERIFFS OFFICE	OR
HARNEY EDUCATION SERVICE DISTRICT	OR
HARRISBURG SCHL DIST	OR
Harvest Church	OR
HEAD START OF LANE COUNTY	OR
Health Share of Oregon	OR
HEARING AND SPEECH INSTITUTE INC	OR
Heartfelt Obstetrics & Gynecology	OR
Helix School Dist #1 R	OR
Helix School District	OR
HELP NOW! ADVOCACY CENTER	OR
Hemp Shield	OR
HERITAGE CHRISTIAN SCHOOL	OR
Hermiston Christian Center & School	OR
Hermiston Fire & Emergency Svcs	OR
hermiston school district	OR
HHoly Trinity Greek Orthodox Cathedral	OR
HIGH DESERT EDUCATION SERVICE DISTRICT	OR
hillsboro school district	OR
Hinson Baptist Church	OR
Historical Outreach Foundation	OR
HIV ALLIANCE, INC	OR
HOLT INTL CHILD	OR
Holy Family Academy	OR
Home Builders	OR
homeforward	OR
HOOD RIVER COUNTY	OR
HOOD RIVER COUNTY SCHOOL DISTRICT	OR
HOODLAND FIRE DISTRICT NO.74	OR

Hope chinese charter	OR
Hope Church of The Assemblies of God Albany Oregon	OR
HOPE LUTHERAN CHURCH	OR
HOPE POINT CHURCH	OR
HOSANNA CHRISTIAN SCHL	OR
Hospice Center Bend La Pine	OR
House of Prayer for All Nations	OR
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OR
HOUSING AUTHORITY OF CLACKAMAS COUNTY	OR
Housing Authority of Douglas County	OR
HOUSING AUTHORITY OF LINCOLN COUNTY	OR
HOUSING AUTHORITY OF PORTLAND	OR
HOUSING AUTHORITY OF THE CITY OF SALEM	OR
Housing Authority of Yamhill County	OR
Housing Development Center	OR
HOUSING NORTHWEST	OR
Human Solutions, Inc.	OR
IBEW280	OR
Ike Box Cafe	OR
Illinois Valley Fire District	OR
Imbler School District #11	OR
Immanuel Lutheran School	OR
Incite Incorporated	OR
Independent Development Enterprise Alliance	OR
Independent Environments Inc	OR
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	OR
Insight School of Oregon Painted Hills	OR
Institute of Technology	OR
Instituto de Cultura y Arte In Xochitl In Cuicatl	OR
INTER MOUNTAIN ESD	OR
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	OR
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OR
InventSuccess	OR
IONE HIGH SCHOOL	OR
IRCO	OR

JACKSON CO SCHOOL DIST NO.9	OR
Jackson county	OR
Jackson County School District No. 5	OR
Jackson-Josephine 4-C Council	OR
Jason Lee Manor/UMRC	OR
JASPER MOUNTAIN	OR
JEFFERSON COUNTY	OR
JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR
Jefferson Park and Recreation	OR
JEFFERSON SCHOOL DISTRICT	OR
JENCO INTERNATIONAL, INC.	OR
JESUIT HIGH SCHL EXEC OFC	OR
Jesus Pursuit Church	OR
Joseph School District	OR
josephine county	OR
Josephine County Public Works	OR
Joy Church Eugene	OR
Joyful Servant Lutheran Church	OR
Junction City High School	OR
Junction City/Harrisburg/Monroe Habitat for Humanity	OR
JUNIOR ACHIEVEMENT	OR
Kairos	OR
Kartini Clinic	OR
Kbps Public Radio	OR
Keizer Fire District	OR
KEIZER POLICE DEPARTMENT	OR
Kid Time	OR
KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR
Kids Unllimited Academy	OR
Kilchis House	OR
KLAMATH COMMUNITY COLLEGE DISTRICT	OR
klamath county	OR
KLAMATH COUNTY 9-1-1	OR
Klamath County Association of Realtors	OR
Klamath County Fire District No. 1	OR
Klamath County School District	OR
KLAMATH FALLS CITY SCHOOLS	OR
KLAMATH HOUSING AUTHORITY	OR
Klamath Siskiyou Wildlands Center	OR
Knova Learning	OR

Korean Central Covenant Church of Eugene	OR
L'Etoile French Immersion School	OR
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	OR
La Grande Church of the Nazarene	OR
La Grande Family Practice	OR
La Grande Foursquare Church	OR
La Grande Police Department	OR
LA GRANDE SCHOOL DISTRICT	OR
LA GRANDE SCHOOL DISTRICT 001	OR
LA GRANDE UNITED METHODIST CHURCH	OR
La Pine Chamber of Commerce	OR
La Pine Park & Recreation District	OR
Lake Chinook Fire & Rescue	OR
LAKE COUNTY	OR
Lake County Chamber of Commerce Inc	OR
Lake Grove Presbyterian Church	OR
Lake Oswego Montessori School	OR
LAKE OSWEGO SCHOOL DISTRICT 7J	OR
LANE COMMUNITY COLLEGE	OR
Lane Council of Governments	OR
LANE COUNTY	OR
LANE COUNTY SCHOOL DISTRICT 4J	OR
LANE COUNTY SCHOOL DISTRICT 69	OR
Lane County Sheriff's Office	OR
LANE EDUCATION SERVICE DISTRICT	OR
LANE ELECTRIC COOPERATIVE	OR
LANE MEMORIAL BLOOD BANK	OR
LANE TRANSIT DISTRICT	OR
LANECO FEDERAL CREDIT UNION	OR
LAUREL HILL CENTER	OR
LEAGUE OF OREGON CITIES	OR
League of Women Voters	OR
LEBANON COMMUNITY SCHOOLS NO.9	OR
Legacy Mt. Hood Medical Center	OR
Legal Aid Services of Oregon LITC	OR
LEWIS AND CLARK COLLEGE	OR
Lewis and Clark Rural Fire Protection District	OR
Life Flight Network LLC	OR
LifeSource	OR

LIFEWORKS NW	OR
Lincoln City Chamber of Commerce	OR
LINCOLN COUNTY	OR
LINCOLN COUNTY SCHOOL DISTRICT	OR
LINFIELD COLLEGE	OR
Linn Benton Lincoln Educational Services District	OR
LINN CO. SCHOOL DIST. 95C - SCIO SD	OR
LINN COUNTY	OR
Linn County Sheriff Office	OR
LINN-BENTON COMMUNITY COLLEGE	OR
LINN-BENTON-LINCOLN ESD	OR
Literary Expectations dba Moore Academy	OR
Little Promises Children's Program	OR
Living Opportunities, Inc.	OR
LIVING WAY FELLOWSHIP	OR
Living Word Christian Center	OR
LIVINGSTONE ADVENTIST ACADEMY	OR
Local 290	OR
LOCAL GOVERNMENT PERSONNEL INSTITUTE	OR
Long Creek School District	OR
Long Tom Watershed Council	OR
LOOKING GLASS YOUTH AND FAMILY SERVICES	OR
Love Thy Neighbor services	OR
Lowell Rural Fire Protection District	OR
LOWELL SCHOOL DISTRICT NO.71	OR
Lower Columbia Estuary Partnership	OR
LUCKIAMUTE VALLEY CHARTER SCHOOLS	OR
Lucky Paws Rescue	OR
LUKE DORF INC	OR
MACDONALD CENTER	OR
Mainstage Theatre Company	OR
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	OR
MALIN COMMUNITY PARK AND RECREATION DISTRICT	OR
Maranatha Church	OR
MARCOLA SCHL DIST	OR
MARCOLA SCHOOL DISTRICT 079J	OR

MARION COUNTY FIRE DISTRICT #1	OR
MARION COUNTY HEALTH DEPT	OR
MARION COUNTY HOUSING AUTHORITY	OR
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	OR
Marist Catholic High School	OR
Marist High School	OR
MARYLHURST UNIVERSITY	OR
Mastery Learning Institute	OR
Math Learning Center, The	OR
McKay High School	OR
McKenzie Personnel Systems	OR
McKenzie River Trust	OR
MCKENZIE SCHOOL DISTRICT 068	OR
MCKENZIEWATERSHED COUNCIL	OR
McMinnville Adventist Christian School	OR
McMinnville Police Department	OR
MCMINNVILLE SCHOOL DISTRICT NO.40	OR
McMinnville Water & Light	OR
MEALS ON WHEELS PEOPLE, INC.	OR
MECOP Inc.	OR
Mederi Foundation DBA Mederi Center for Natural Healing	OR
MEDFORD SCHOOL DISTRICT 549C	OR
MEDFORD WATER COMMISSION	OR
MEDICAL TEAMS INTL	OR
MENNONITE HOME OF ALBANY INC	OR
Mental Health for Children, Inc.	OR
Merchants Exchange of Portland, Oregon	OR
Mercy Flights, Inc.	OR
METRO	OR
METRO HOME SAFETY REPAIR PROGRAM	OR
METROEAST COMMUNITY MEDIA	OR
Metropolitan Contractor Improvement Partnership	OR
METROPOLITAN EXPOSITION-RECREATION COMMISSION	OR
METROPOLITAN FAMILY SERVICE	OR
Mid Columbia Childrens Council	OR
MID COLUMBIA COUNCIL OF GOVERNMENTS	OR
MID COLUMBIA MEDICAL CENTER-GREAT N MAI I	OR

Mid Rogue Imaging Center	OR
Mid Willamette Valley Community Action	OR
MID-COLUMBIA CENTER FOR LIVING	OR
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	OR
Mill City RFPD	OR
Milton-Freewater Unified School District No 7	OR
Milwaukie-Portland Lodge No.142 Benevolent and Protective Order of Elk	OR
Mission Increase Foundation	OR
MITCH CHARTER SCHOOL	OR
MOLALLA RIVER ACADEMY	OR
Molalla River School District	OR
MOLALLA RIVER SCHOOL DISTRICT NO.35	OR
Molalla Rural Fire Protection District	OR
Monet's Children's Circle	OR
MONMOUTH - INDEPENDENCE NETWORK	OR
MONROE SCHOOL DISTRICT NO.1J	OR
monument school	OR
MORNING STAR MISSIONARY BAPTIST CHURCH	OR
MORRISON CHILD AND FAMILY SERVICES	OR
MORROW COUNTY	OR
MORROW COUNTY SCHOOL DISTRICT	OR
MOSAIC CHURCH	OR
Mosier Community School	OR
Mount Angel Abbey	OR
Mount Pisgah Arboretum	OR
Mountain Valley Therapy	OR
Mountain View Academy	OR
MSB	OR
Mt Emily Safe Center	OR
Mt Hood Hospice	OR
MT. ANGEL SCHOOL DISTRICT NO.91	OR
MT. HOOD COMMUNITY COLLEGE	OR
MT.SCOTT LEARNING CENTERS	OR
Muddy Creek Charter School	OR
MULTISENSORY LEARNING ACADEMY	OR
MULTNOMAH BIBLE COLLEGE	OR

MULTNOMAH COUNTY	OR
Multnomah County Department of Community Justice	OR
Multnomah County Dept of County Assets	OR
MULTNOMAH EDUCATION SERVICE DISTRICT	OR
MULTNOMAH LAW LIBRARY	OR
MULTONAH COUNTY DRAINAGE DISTRICT #1	OR
MYRTLE POINT SCHOOL DISTRICT NO.41	OR
NAMI LANE COUNTY	OR
NAMI of Washington County	OR
NAMI OREGON	OR
National Christian Community Foundation	OR
NATIONAL COLLEGE OF NATURAL MEDICINE	OR
NATIONAL PSORIASIS FOUNDATION	OR
NATIONAL WILD TURKEY FEDERATION	OR
Native American Youth and Family Center Early College Academy	OR
NEAH KAH NIE WATER DISTRICT	OR
NEAH-KAH-NIE DISTRICT NO.56	OR
NEDCO	OR
Nehalem Bay House	OR
Nehalem Bay Wastewater	OR
NEHALEM ELEMENTARY SCHOOL	OR
NEIGHBORIMPACT	OR
Neskowin Valley School	OR
NESTUCCA VALLEY SCHOOL DISTRICT NO.101	OR
Netarts Water District	OR
Netarts-Oceanside RFPD	OR
Network Charter School	OR
New Artists Performing Arts Productions, Inc.	OR
NEW AVENUES FOR YOUTH INC	OR
New Hope Christain College	OR
NEW HOPE COMMUNITY CHURCH	OR
New Horizon Christian School	OR
New Life Baptist Church	OR
New Life Fellowship Church of God	OR
NEWBERG FRIENDS CHURCH	OR
Nez Perce Tribe	OR

NONPROFIT ASSOCIATION OF OREGON	OR
NORCOR Juvenile Detention	OR
Norkenzie Christian Church	OR
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	OR
NORTH BEND SCHOOL DISTRICT 13	OR
NORTH CLACKAMAS SCHOOL DISTRICT	OR
North Coast Christian Church	OR
North Coast Family Fellowship	OR
North Douglas County Fire & EMS	OR
North Lake School District 14	OR
North Lincoln Fire & Rescue #1	OR
NORTH MARION SCHL DIST	OR
North Pacific District of Foursquare Churches	OR
North Portland Bible College	OR
North Powder Charter School	OR
NORTH SANTIAM SCHOOL DISTRICT 29J	OR
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	OR
NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY	OR
Northern Wasco County PUD	OR
Northwest Academy	OR
Northwest Center for Alternatives to Pesticides	OR
NORTHWEST CHRISTIAN COLLEGE	OR
NORTHWEST ENERGY EFFICIENCY ALLIANCE	OR
Northwest Family Services	OR
NORTHWEST FOOD PROCESSORS ASSOCIATION	OR
Northwest Habitat Institute	OR
Northwest Health Foundation	OR
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR
Northwest Opening	OR
Northwest Power and Conservation Council	OR
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	OR
NORTHWEST YOUTH CORPS	OR
Northwood Christian Church	OR
NW POWER POOL	OR
NW REGIONAL ESD-HILLSBORO	OR
NW Sport Fishing	OR

NYSSA SCHOOL DISTRICT NO. 26	OR
Oak Heights PTC	OR
Oak Hill School	OR
OAK LODGE WATER DISTRICT	OR
OAKLAND SCHOOL DISTRICT 001	OR
Oasis Shelter Home	OR
Obsidian Urgent Care, P.C.	OR
Occu Afghanistan Relief Effort	OR
OCHIN	OR
OEA CHOICE TRUST	OR
OETC	OR
OFFICE OF MEDICAL ASSISTANCE PROGRAMS	OR
OFFICE OF PUBLIC DEFENSE SERVICES	OR
Office of the Ong Term Care Ombudsman	OR
OFFICE OF THE STATE TREASURER	OR
Ohara Catholic School	OR
OHSU FOUNDATION	OR
Old Mill Center for Children and Families	OR
Olive Plaza	OR
Oliver P Lent PTA	OR
OLIVET BAPTIST CHURCH	OR
OMNIMEDIX INSTITUTE	OR
ONTARIO MIDDLE SCHOOL	OR
Ontario School District	OR
Ontario School District 8C	OR
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	OR
Operation Christmas	OR
Opportunity Connections	OR
Opportunity Foundation of central Oregon	OR
OR INT""L PORT OF COOS BAY	OR
Oregoinans for Food & Shelter	OR
Oregon & Southern Idaho District Council of Laborers""	OR
Oregon Air National Guard	OR
Oregon And Southern Idaho Laborers Employers Training School	OR
Oregon Army National Guard	OR
OREGON BALLET THEATRE	OR
OREGON BOARD OF ARCHITECTS	OR
Oregon Board of Chiropractic Examiners	OR

Oregon Cascades West Council of Governments	OR
OREGON CHILD DEVELOPMENT COALITION	OR
Oregon Child Development Coalition (OCDL)	OR
OREGON CITY CHURCH OF THE NAZARENE	OR
OREGON CITY PUBLIC SCHL	OR
Oregon Coast Aquarium, Inc.	OR
OREGON COAST COMMUNITY ACTION	OR
OREGON CORRECTIONS ENTERPRISES	OR
OREGON DEATH WITH DIGNITY	OR
OREGON DEPARTMENT OF EDUCATION	OR
OREGON DEPARTMENT OF FORESTRY	OR
OREGON DEPT OF FISH & WILDLIFE-SAUVIE	OR
OREGON DEPT OF TRANSPORTATION	OR
OREGON DEPT. OF CORRECTIONS	OR
OREGON DEPT. OF EDUCATION	OR
Oregon DEQ	OR
OREGON DONOR PROGRAM	OR
OREGON EDUCATION ASSOCIATION	OR
Oregon Emergency Management	OR
OREGON ENVIRONMENTAL COUNCIL	OR
Oregon Farm Bureau	OR
OREGON FOOD BANK	OR
Oregon Forest Industries Council	OR
Oregon Forest Resources Institute	OR
Oregon Funeral Directors Association	OR
OREGON HEALTH AND SCIENCE UNIVERSITY	OR
Oregon Humanities	OR
Oregon Independent Automobile Dealers Association	OR
Oregon Institute of Technology	OR
Oregon Jewish Community Foundation	OR
Oregon Jewish Museum and Center for Holocaust Education	OR
OREGON JUDICIAL DEPARTMENT	OR
Oregon Laborers-Employer Administrative Fund, LLC	OR
OREGON LONG DISTANCE HEARING	OR

OREGON LOTTERY	OR
Oregon Lyme Disease Network	OR
OREGON MUSIEM OF SCIENCE AND INDUSTRY	OR
Oregon Nikkei Endowment	OR
OREGON OFFICE OF ENERGY	OR
OREGON PEDIATRIC SOCIETY	OR
OREGON PROGRESS FORUM	OR
Oregon Psychoanalytic Center	OR
Oregon Public Broadcasting	OR
Oregon Research Institute	OR
Oregon Rural Electric Cooperative Association	OR
Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	OR
OREGON SCHL BRDS ASSOCIAT	OR
OREGON SCHOOL BOARDS ASSOCIATION	OR
Oregon Social Learning Center	OR
Oregon State Board of Architect Examiners	OR
OREGON STATE BOARD OF NURSING	OR
Oregon State Credit Union	OR
OREGON STATE DEPT OF CORRECTIONS	OR
OREGON STATE FAIR	OR
Oregon State Fair Council	OR
OREGON STATE HOSPITAL	OR
Oregon State Lottery	OR
OREGON STATE POLICE	OR
Oregon State Treasury	OR
Oregon State University	OR
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR
OREGON STATE UNIVERSITY BOOKSTORE INC	OR
OREGON SUPPORTED LIVING PROGRAM	OR
Oregon Technical Assistance Corporation	OR
OREGON TOURISM COMMISSION	OR
OREGON TRAIL SCHOOL DISTRICT NO.46	OR
Oregon Translational Research and Development Insitute	OR
OREGON TRAVEL INFORMATION COUNCIL	OR
OREGON UNIVERSITY SYSTEM	OR

OSLC COMMUNITY PROGRAMS	OR
OSLC COMMUNITY PROGRAMS OCP	OR
OSU Deschutes County Extension Service	OR
Oswego Lake Country Club	OR
OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH ALBANY OREGON	OR
OUR LADY OF THE LAKE SCHOOL	OR
OUR SAVIOR'S LUTHERAN CHURCH	OR
Our United Villages	OR
OUTSIDE IN	OR
PACIFIC CASCADE FEDERAL CREDIT UNION	OR
PACIFIC FISHERY MANAGEMENT COUNCIL	OR
PACIFIC INSTITUTES FOR RESEARCH	OR
PACIFIC STATES MARINE FISHERIES COMMISSION	OR
pacific u	OR
PACIFIC UNIVERSITY	OR
PacificSource Health	OR
Pain Society of Oregon	OR
Parenting Now!	OR
Parkinson's Resources of Oregon	OR
Parkrose School District 3	OR
PARTNERSHIPS IN COMMUNITY LIVING, INC.	OR
PDX Wildlife	OR
Peace Lutheran Church	OR
PENDLETON ACADEMIES	OR
Pendleton Police Department	OR
PENDLETON SCHOOL DISTRICT #16	OR
PENTAGON FEDERAL CREDIT UNION	OR
PHILOMATH SCHOOL DISTRICT	OR
PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR
Phoenix-Talent Schools	OR
Pine Eagle Charter School	OR
PINE-EAGLE SCHOOL DISTRICT 061	OR
PIONEER TELEPHONE COOPERATIVE	OR
PIP Corps LLC	OR
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	OR
PLEASANT HILL SCH DIST #1	OR
PNW. For Puerto Rico Relief	OR

Point West Credit Union	OR
POLK COUNTY	OR
Polk County Fire District No.1	OR
Polk Soil and Water Conservation District	OR
PORT CITY DEVELOPMENT CENTER	OR
PORT OF BANDON	OR
PORT OF CASCADE LOCKS	OR
Port of Garibaldi	OR
Port of Hood River	OR
PORT OF SIUSSLAW	OR
PORT OF ST HELENS	OR
PORT OF TILLAMOOK BAY	OR
Port of Toledo	OR
PORT OF UMPQUA	OR
Portland Actors Conservatory	OR
PORTLAND ADVENTIST ACADEMY	OR
PORTLAND ART MUSEUM	OR
PORTLAND BUSINESS ALLIANCE	OR
Portland Christian Center	OR
Portland Christian Schools	OR
PORTLAND COMMUNITY COLLEGE	OR
Portland Community Media	OR
Portland Community Reinvestment Initiatives, Inc.	OR
PORTLAND DEVELOPMENT COMMISSION	OR
PORTLAND HABILITATION CENTER, INC.	OR
Portland Japanese Garden	OR
PORTLAND JEWISH ACADEMY	OR
PORTLAND METRO RESIDENTIAL SERVICES	OR
PORTLAND OIC	OR
Portland Oregon Visitors Association	OR
Portland Parks Foundation	OR
Portland Police Sunshine Division	OR
PORTLAND PUBLIC SCHOOLS	OR
PORTLAND SCHOOLS FOUNDATION	OR
PORTLAND STATE UNIV.	OR
PORTLAND WOMENS CRISIS LINE	OR
Portland Yacht Club	OR
Portland YouthBuilders	OR
Prairie Baptist Church	OR
PREGNANCY RESOUCCE CENTERS	OR

GRETER PORTLAND	
Prince of Peace Lutheran Church & School	OR
PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR
Procurement Services/DAS	OR
PROFESSIONAL GLOBAL EXCHANGE INC.	OR
Prospect School District	OR
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL	OR
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	OR
QUADRIPLLEGICS UNITED AGAINST DEPENDENCY, INC.	OR
QUEEN OF PEACE SCHOOL	OR
Rainbow Water District	OR
Rainier Assembly of God	OR
RAINIER POLICE DEPARTMENT	OR
RAINIER SCHOOL DISTRICT	OR
RB Pamplin Corportaiion	OR
Real Life Christian Church	OR
REALMS CHARTER SCHOOL	OR
REBUILDING TOGETHER - PORTLAND INC.	OR
Redeemer Lutheran Church	OR
REDMOND FIRE & RESCUE	OR
REDMOND PROFICIENCY ACADEMY	OR
REDMOND SCHOOL DISTRICT	OR
REED COLLEGE	OR
REEDSPORT SCHOOL DISTRICT	OR
REGIONAL ARTS AND CULTURE COUNCIL	OR
REGIONAL AUTOMATED INFORMATION NETWORK	OR
RELEVANT LIFE CHURCH	OR
Reliance eHealth Collaborative	OR
Relief Nursery	OR
RENEWABLE NORTHWEST PROJECT	OR
Resource Connections of Oregon	OR
Reynolds High School	OR
REYNOLDS SCHOOL DISTRICT	OR
Riddle School District	OR
Ride Connecton	OR
Risen Records	OR
River Network	OR
Riverdale School District 51J	OR

RIVERGROVE WATER DISTRICT	OR
Rockwood Water P.U.D.	OR
ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT	OR
ROGUE COMMUNITY COLLEGE	OR
ROGUE FEDERAL CREDIT UNION	OR
Rogue River Fire District	OR
ROGUE RIVER SCHOOL DISTRICT NO.35	OR
Rogue River Watershed Council	OR
Rogue Valley Humane Society	OR
Rogue Valley Youth Football	OR
Rolling Hills Baptist Church	OR
Rolling Hills Community Church	OR
RON WILSON CENTER FOR EFFECTIVE LIVING INC	OR
Ronald McDonald House Charities of Oregon & Southwest Washington	OR
Rose Haven	OR
ROSE VILLA, INC.	OR
ROSEBURG PUBLIC SCHOOLS	OR
Rural Development Initiatives	OR
Sabin-Schellenberg Technical Center	OR
Sacred Heart Catholic Church	OR
SACRED HEART CATHOLIC DAUGHTERS	OR
Sacred Heart-St Louis Parish	OR
Safe Harbors	OR
SafeHaven Humane Society	OR
SAIF CORPORATION	OR
SAINT ANDREW NATIVITY SCHOOL	OR
SAINT CATHERINE OF SIENA CHURCH	OR
SAINT JAMES CATHOLIC CHURCH	OR
Salem Academy	OR
Salem Alliance Church	OR
SALEM ALLIANCE CHURCH	OR
Salem Area Chamber of Commerce	OR
SALEM AREA MASS TRANSIT DISTRICT	OR
SALEM ELECTRIC	OR
Salem Evangelical Church	OR
Salem First Presbyterian Church	OR
SALEM FREE CLINICS	OR
Salem keizar school district	OR

Salem Keizer School District Purchasing	OR
Salem-Keizer 24J	OR
SALEM-KEIZER PUBLIC SCHOOLS	OR
SALMON-SAFE INC.	OR
Samaritan Health Services Inc.	OR
San Martin Deporres Catholic Church	OR
SANDY FIRE DISTRICT NO. 72	OR
Sandy Seventh-day Adventist Church	OR
Santiam Assembly of God	OR
SANTIAM CANYON COMMUNICATION CENTER	OR
Santiam Canyon SD 129J	OR
SANTIAM CHRISTIAN SCHOOLS	OR
Scappoose Adventist School	OR
SCAPPOOSE SCHOOL DISTRICT 1J	OR
SCIENCEWORKS	OR
ScienceWorks Museum	OR
Scio High School	OR
Scottish Rite	OR
SE WORKS	OR
Seal Rock Water District	OR
Seaside Fire & Rescue	OR
Seaside Public Library	OR
SEASIDE SCHOOL DISTRICT 10	OR
SECURITY FIRST CHILD DEVELOPMENT CENTER	OR
SEED OF FAITH MINISTRIES	OR
SEIU Local 49	OR
SEIU LOCAL 503, OPEU	OR
SELCO Community Credit Union	OR
SELF ENHANCEMENT INC.	OR
SEPTL Southeast Portland Tool Library	OR
Serendipity Center Inc	OR
SERENITY LANE	OR
Serenity Lane Health Services	OR
Seven Feathers Casino	OR
SEVEN PEAKS SCHOOL	OR
SEXUAL ASSAULT RESOURCE CENTER	OR
Sexual Assault Support Services	OR
Shangri La	OR
Shangri-La	OR
SHELTERCARE	OR

SHERIDAN JAPANESE SCHOOL FOUNDATION	OR
Sheridan School District 48J	OR
SHERMAN COUNTY	OR
SHERMAN COUNTY SCHOOL DISTRICT	OR
SHERMAN DEVELOPMENT LEAGUE, INC.	OR
Sherwood Community Friends Church	OR
SHERWOOD SCHOOL DISTRICT 88J	OR
SILVER FALLS SCHOOL DISTRICT	OR
SILVERTON AREA COMMUNITY AID	OR
Silverton Fire District	OR
Silverton Senior Center	OR
SISKIYOU INITIATIVE	OR
Siuslaw Public Library District	OR
SIUSLAW SCHOOL DISTRICT	OR
Siuslaw School District - Transportation	OR
SMART	OR
Smith Memorial Presbyterian Church	OR
SOCIAL VENTURE PARTNERS PORTLAND	OR
Society of American Foresters	OR
Solutins Yes	OR
SONRISE CHURCH	OR
Soroptimist International of Gold Beach, OR	OR
SOUTH COAST EDUCATION SERVICE DISTRICT	OR
SOUTH COAST HOSPICE, INC.	OR
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE	OR
SOUTH LANE SCHOOL DISTRICT 45J3	OR
South Salem High Music Boosters	OR
SOUTH UMPQUA SCHOOL DISTRICT #19	OR
Southeast Uplift Neighborhood Coalition	OR
Southern Coos Hospital	OR
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	OR
SOUTHERN OREGON EDUCATION SERVICE DISTRICT	OR
SOUTHERN OREGON HUMANE SOCIETY	OR
Southern Oregon Project Hope	OR
SOUTHERN OREGON UNIVERSITY	OR
SOUTHWEST CHARTER SCHOOL	OR
Southwest Christian School	OR

Southwest Neighborhoods, Inc	OR
SOUTHWESTERN OREGON COMMUNITY COLLEGE	OR
Southwestern Oregon Public Defender Services, Inc.	OR
SPARC ENTERPRISES	OR
SPECIAL MOBILITY SERVICES	OR
Sphere MD	OR
SPIRIT WIRELESS	OR
SPONSORS, INC.	OR
SPOTLIGHT THEATRE OF PLEASANT HILL	OR
Springfield Public Library	OR
Springfield Public Schools	OR
SPRINGFIELD SCHOOL DISTRICT NO.19	OR
SPRINGFIELD UTILITY BOARD	OR
Sprinkfield Elks #2145	OR
Spruce Villa, Inc.	OR
St Andrews Presbyterian	OR
St Frederic Catholic Church	OR
St Helens School District	OR
ST HENRYS CHURCH	OR
St John Fisher Catholic Church Portland Oregon	OR
St John the Baptist Greek Orthodox Church	OR
St Mark Presbyterian Church	OR
St Mary's Catholic School and Parish	OR
St Paul Baptist Church	OR
St Paul Catholic Church	OR
St Paul Parish School	OR
ST VINCENT DE PAUL	OR
ST. ANTHONY CHURCH	OR
ST. ANTHONY SCHOOL	OR
St. Elizabeth Ann Seton Church	OR
St. Helens, City of	OR
St. Joseph Shelter	OR
St. Katherine's Catholic Church	OR
St. Luke Catholic School	OR
St. Martins Episcopal church	OR
St. Mary Catholic School	OR
St. Mary School	OR
St. Mary's Church	OR
St. Mary's Episcopal Church	OR

ST. MARYS OF MEDFORD, INC.	OR
St. Matthew Catholic School	OR
St. Paul School District	OR
St. Peter Catholic Church	OR
St. Pius X School	OR
St. Stephen's Academy	OR
St. Therese Parish/School	OR
St. Vincent de Paul Church	OR
ST. VINCENT DEPAUL OF LANE COUNTY	OR
STAND FOR CHILDREN	OR
STANFIELD SCHOOL DISTRICT	OR
STAR OF HOPE ACTIVITY CENTER INC.	OR
State Accident Insurance Fund Corporation	OR
STATE OF OREGON	OR
State of Oregon - Department of Administrative Services	OR
STAYTON FIRE DISTRICT	OR
Stone Creek Christian Church	OR
Store to Door	OR
Street Ministry	OR
Summa Institute	OR
SUMMIT VIEW COVENANT CHURCH	OR
Sunny Wolf Charter School	OR
SUNNYSIDE FOURSQUARE CHURCH	OR
SUNRISE ENTERPRISES	OR
Sunrise Water	OR
sunrise water authority	OR
Sunset Presbyterian Church	OR
	OR
SUSTAINABLE NORTHWEST	OR
Sutherlin School District	OR
SW Community Health Center	OR
SWEET HOME SCHOOL DISTRICT NO.55	OR
Sweet Home United Methodist Church	OR
TAKE III OUTREACH	OR
Tamarack Aquatic Center	OR
Teacher Standards and Practices Commission	OR
Temple Beth Israel	OR
TENAS ILLAHEE CHILDCARE CENTER	OR
Teras Interventions and Counseling Inc	OR

The Alliance NW of the Christian & Missionary Alliance	OR
The ALS Association Oregon and SW Washington Chapter	OR
The Blosser Center for Dyslexia Resources	OR
The Canby Center	OR
THE CATLIN GABEL SCHOOL	OR
The Christian Church of Hillsboro Oregonb	OR
The Church of Christ of Latter Day Saints	OR
THE CITY OF NEWPORT	OR
The Collins Foundation	OR
The Dalles Art Association	OR
The Dreaming Zebra Foundation	OR
THE EARLY EDUCATION PROGRAM, INC.	OR
The Emerson School	OR
The Followers of Christ Church of Oregon City	OR
The Housing Authority of the County of Umatilla	OR
The Inn Home for Boys, Inc.9138	OR
The International School	OR
The Klamath Tribe	OR
The Lighthouse School	OR
The Madeleine Parish	OR
THE MILL CASINO	OR
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.	OR
The Nature Conservancy, Willamette Valley Field Office	OR
THE NEWPORT PARK AND RECREATION CENTER	OR
THE NEXT DOOR	OR
THE OREGON COMMUNITY FOUNDATION	OR
THE PORT OF PORTLAND	OR
The Ross Ragland Theater and Cultural Center	OR
THE SALVATION ARMY - CASCADE DIVISION	OR
The Spiral Gallery	OR
The Sunriver Owners Association	OR
The Tucker-Maxon Oral School	OR
The Wallace Medical Concern	OR
THREE RIVERS CASINO	OR
Three Rivers School District	OR

Tilikum Center for Retreats and Outdoor Ministries	OR
TILLAMOOK BAY COMMUNITY COLLEGE	OR
TILLAMOOK CNTY	OR
TILLAMOOK CNTY WOMENS CRISIS CENTER	OR
Tillamook County Emergency Communications District	OR
Tillamook County Transportation Dist	OR
TILLAMOOK ESTUARIES PARTNERSHIP	OR
Tillamook Fire District	OR
TILLAMOOK PEOPLES UTILITY DISTRICT	OR
Tillamook School District	OR
Tillamook Seventh Day Adventist Church	OR
Tillamook Urban Renewal Agency	OR
TLO Farms	OR
Tokyo Int'l University of America, Inc	OR
Toledo Police Department	OR
TOUCHSTONE PARENT ORGANIZATION	OR
Tower Theatre Foundation, Inc	OR
TRAILS CLUB	OR
Training & Employment	OR
TRAINING EMPLOYMENT CONSORTIUM	OR
Transition Projects, Inc	OR
Travel Lane County	OR
Treasure Valley Community College	OR
Tri-County Chamber of Commerce Inc	OR
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	OR
Tri-County Metropolitan Transportation District of Oregon ("TriMet")	OR
Trillium Charter School	OR
TRILLIUM FAMILY SERVICES, INC.	OR
Trillium Sprigs	OR
TriMet Transit	OR
Trinity Lutheran	OR
Trinity United Methodist Church	OR
TUALATIN HILLS PARK AND RECREATION DISTRICT	OR
Tualatin Lacrosse Club	OR
Tualatin Police Department	OR
Tualatin Soil and Water Conservation District	OR

TUALATIN VALLEY FIRE & RESCUE	OR
Tualatin Valley Water District	OR
TUALATIN VALLEY WATER DISTRICT	OR
Tuality Healthcare	OR
Turtle Ridge Wildlife Center	OR
UIUC	OR
Ukiah School District 80R	OR
UMATILLA COUNTY, OREGON	OR
Umatilla Electric Cooperative	OR
Umpqua Basin Water Association	OR
UMPQUA COMMUNITY COLLEGE	OR
UMPQUA COMMUNITY DEVELOPMENT CORPORATION	OR
Umpqua Community Health Center	OR
Umpqua Valley Public Defender	OR
UNION COUNTY	OR
Union County Economic Development Corp.	OR
UNION GOSPEL MISSION	OR
Union School District	OR
UNION SOIL & WATER CONSERVATION DISTRICT	OR
Unitarian Universalist Church in Eugene	OR
UNITED CEREBRAL PALSY OF OR AND SW WA	OR
UNITED METHODIST CHURCH	OR
United Way of Lane County	OR
UNITED WAY OF THE COLUMBIA WILLAMETTE	OR
Unithed Way	OR
Unitus Community Credit Union	OR
UNIVERSITY OF OREGON	OR
University of Oregon - Purchasing and Contracting Services	OR
University Of Oregon Athletics Department	OR
UNIVERSITY OF PORTLAND	OR
University of Western States	OR
Unviersity of Oregon	OR
Urban Gleaners	OR
Urban League of Portland	OR
US CONFERENCE OF MENONNITE BRETHREN CHURCHES	OR
US FISH AND WILDLIFE SERVICE	OR
USAGENCIES CREDIT UNION	OR

USDA Forest Service	OR
USO Northwest	OR
Vale School District No. 84	OR
VALLEY CATHOLIC SCHL	OR
Verde	OR
VERMONT HILLS FAMILY LIFE CENTER	OR
VERNONIA SCHOOL DISTRICT 47J	OR
Veterans Affairs	OR
VFW POST 4248	OR
Victory Academy	OR
Vietnamese Christian Community Church	OR
Viking Sal Senior Center	OR
Village Home Education Resource Center	OR
Vineyard Christian Fellowship	OR
VIRGINIA GARCIA MEMORIAL HEALTH CENTER	OR
VOLUNTEERS OF AMERICA OREGON	OR
Waldo Middle School	OR
WALLOWA COUNTY	OR
Wallowa County ESD	OR
Wallowa Future Foundation	OR
Wallowa Valley Center For Wellness	OR
WARNERPACIFIC COLG	OR
Warrenton Hammond School	OR
WASCO COUNTY	OR
WASHINGTON COUNTY	OR
Washington County Consolidated Communications Agency	OR
Washington County Facilities & Park Services	OR
Washington Park Transportation Management Association	OR
Waste-Pro	OR
WATER ENVIRONMENT SERVICES	OR
WE CARE OREGON	OR
West Coast Hunters Convention	OR
West Hills Christian School	OR
WEST HILLS COMMUNITY CHURCH	OR
West Linn Police	OR
West Linn Police Department	OR
WEST LINN WILSONVILLE SCHOOL	OR

**Attachment 8
STATE NOTICE ADDENDUM**

WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT	OR
West Salem Foursquare Church	OR
West Salem United Methodist	OR
WEST VALLEY HOUSING AUTHORITY	OR
Western Arts Alliance	OR
Western Environmental Law Center	OR
Western Mennonite School	OR
WESTERN RIVERS CONSERVANCY	OR
WESTERN STATES CENTER	OR
Western Wood Products Association	OR
WESTSIDE BAPTIST CHURCH	OR
Westside Church of Christ Inc	OR
Wheeler County	OR
WHITE BIRD CLINIC	OR
WHITEAKER MONTESSORI SCHOOL	OR
Wilco Farmers	OR
Wild Lilac Child Development Community	OR
Wild Rogue Youth Foundation, Inc.	OR
WILD SALMON CENTER	OR
WILLAMALANE PARK AND RECREATION DISTRICT	OR
Willamette Carpenters Training Center, Inc	OR
WILLAMETTE EDUCATION SERVICE DISTRICT	OR
WILLAMETTE FAMILY	OR
Willamette Leadership Academy/Pioneer Youth Corps Of Oregon	OR
WILLAMETTE LUTHERAN HOMES, INC	OR
Willamette Neighborhood Housing Services	OR
WILLAMETTE UNIVERSITY	OR
Willamette Valley Babe Ruth	OR

**Attachment 8
STATE NOTICE ADDENDUM**

Willamette Valley Baptist Church	OR
Willamette Valley Rehab Center	OR
WILLAMETTE VIEW INC.	OR
WILLAMINA SCHOOL DISTRICT	OR
Winding Waters Medical Clinic	OR
WINSTON-DILLARD SCHOOL DISTRICT 116	OR
WINTERSPRING CENTER	OR
Women""s Safety & Resource Center	OR
WOMENSPACE INC	OR
WOODBURN AREA CHAMBER OF COMMERCE	OR
Woodburn City Of	OR
WOODBURN SCHOOL DISTRICT 103	OR
WORD OF LIFE COMMUNITY CHURCH	OR
WORKSYSTEMS INC	OR
World Forestry Center	OR
World of Speed	OR
Yamhill Carlton School District	OR
Yamhill Community Care Organization	OR
YAMHILL COUNTY	OR
Yankton Baptist Church	OR
Yellowhawk Tribal Health	OR
Yellowhawk Tribal Health Center	OR
YMCA OF ASHLAND	OR
YMCA of Marion and Polk Counties	OR
YONCALLA SCHOOL DISTRICT NO.32	OR
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT	OR
Youth Dynamics	OR
YOUTH GUIDANCE ASSOC.	OR
Youth M.O.V.E. Oregon	OR
YWCA SALEM	OR
Zion Lutheran Church	OR

APPENDIX 9 – NATIONAL PRICING is an embedded Excel Workbook that must be downloaded, completed, and submitted with proposal documents.

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COUNTY OF SAN DIEGO
PURCHASING & CONTRACTING

JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

ALLEN R. HUNSBERGER
Assistant Director

March 11, 2024

ADDENDUM No. 1
REQUEST FOR PROPOSAL (RFP) 764
GOVERNMENT RECRUITMENT SERVICES

Addendum No. 1 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

QUESTIONS AND ANSWERS:

- Q1: Is this a new initiative? If not, please provide the names of the current vendor(s) providing the services.**
A1: This is a new initiative for the County of San Diego working with the National Association of Counties (NACo) Edge, Public Promise Procurement, for Government Recruitment Services.
- Q2: Can you please let us know the previous spending of this contract?**
A2: Previous spending is not available as this is a new initiative.
- Q3: Please confirm if we can get the proposal or pricing of the incumbent(s).**
A3: Proposal or pricing is not available as this is a new initiative.
- Q4: Are there any pain points or issues with the current vendor(s)?**
A4: Vendor pain points or issues are not available as this is a new initiative.
- Q5: Please confirm the anticipated number of awards.**
A5: The County of San Diego is seeking to award one (1) contract for these services.
- Q6: Please confirm the type of roles.**
A6: The roles for government positions will vary depending on the needs of the County of San Diego and any Public Participating Agency.

If you have any questions, please submit via BuyNet by sending a message to the Contracting Officer through the “Discussions” functionality. Questions will need to be submitted in writing to be addressed completely in the addendum to BuyNet.

The County has posted this solicitation on its official BuyNet website at <https://sdbuynet.sandiegocounty.gov/>.



COUNTY OF SAN DIEGO
PURCHASING & CONTRACTING

JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

ALLEN R. HUNSBERGER
Assistant Director

March 22, 2024

ADDENDUM No. 2
REQUEST FOR PROPOSAL (RFP) 764
GOVERNMENT RECRUITMENT SERVICES

Addendum No. 2 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

QUESTIONS AND ANSWERS:

Q7: I would like to confirm that in addition to the requested services, in the SOW, that we can include other recruiting realted services or products we believe would provide value to San Diego County, as well as other counties ad public agencies.

A7: To be answered under subsequent addenda.

Q8: What would be the number of awards you intend to give(approximate number)?

A8: The County of San Diego is seeking to award one (1) contract for these services.

Q9: Please provide us with an estimated NTE budget allocated for this contract.

A9: The County of San Diego anticipates an approximate spend not to exceed \$1,000,000 per term of the contract. This contract will also be made available for use by other Participating Public Agencies whose anticipated spending is unknown.

Q10: Is this an old contract or new contract?

A10: This is a new initiative for the County of San Diego working with the National Association of Counties (NACo) Edge, Public Promise Procurement, for Government Recruitment Services.

Q11: What is the tentative start date of this engagement?

A11: The start date is anticipated in Fiscal Year 24-25.

Q12: What is the work location of the proposed candidates?

A12: The work locations of the proposed candidates will vary depending on as-needed requirements of the Public Participating Agencies.

Q13: What are the required job titles?

A13: The required job titles will vary depending on the as-needed requirements of the Participating Public Agencies.

Q14: How many positions were used in the previous contract?

A14: This is a new initiative for the County of San Diego working with the National Association of Counties (NACo) Edge, Public Promise Procurement, for Government Recruitment Services.

Q15: How many positions will be required per year or throughout the contract term?

A15: The positions required per year or throughout the contract term will vary depending on as-needed requirements of the Public Participating Agencies.

Q16: Is it entirely onsite work or can it be done remotely to some extent / Does the services need to be delivered onsite or is there a possibility for remote operations and performance?

A16: Please refer to Exhibit A – Statement of Work, Section 3.2.1.2., Candidate Profile.

Q17: Could you please provide the list of holidays?

A17: See below table.

County of San Diego Holiday	Day Observed
New Year’s Day	January 1
Martin Luther King, Jr. Day	3 rd Monday in January
President’s Day	3 rd Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Day	December 25

Q18: Are there any mandated Paid Time Off, Vacation, etc.?

A18: To be answered under subsequent addenda.



COUNTY OF SAN DIEGO
PURCHASING & CONTRACTING

JOHN M. PELLEGRINO
DIRECTOR

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Phone (858) 505-6367 Fax (858) 715-6452

ALLEN R. HUNSBERGER
Assistant Director

April 5, 2024

ADDENDUM No. 3
REQUEST FOR PROPOSAL (RFP) 764
GOVERNMENT RECRUITMENT SERVICES

Addendum No. 3 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

QUESTIONS AND ANSWERS:

Q7: I would like to confirm that in addition to the requested services, in the SOW, that we can include other recruiting related services or products we believe would provide value to San Diego County, as well as other counties and public agencies.

A7: Your proposal response may include any recruitment-related services or products, which will be evaluated accordingly. Please refer to Submittal Items, Service Requirements, Section 2.8.

Q18: Living Wage Ordinance Applicable?

A18: The County of San Diego does not intend to expend federal funds for contract(s) resulting from this solicitation. However, other Public Participating Agencies may have such requirements. For details regarding NACo Edge requirements, please refer to Exhibit D – Public Promise Procurement, Attachment 6, Federal Contract Terms & Conditions.

Q19: Federal Funding/ SCA/Davis Bacon Act Applicable?

A19: The County of San Diego does not intend to expend federal funds for contract(s) resulting from this solicitation. However, other Public Participating Agencies may have such requirements. For details regarding NACo Edge requirements, please refer to Exhibit D – Public Promise Procurement, Attachment 6, Federal Contract Terms & Conditions.

Q20: Can Conversion Fees & Direct Hire Fees be added to our pricing?

A20: Please submit your most comprehensive proposal, including a clear breakdown of all fees for easy understanding. Ensure to detail the various types of fees included in your proposed pricing structure.

Q21: How will orders be released for this award

A21: The County of San Diego and each Participating Public Agency shall follow their own internal ordering process for services awarded under this contract.

Q22: Is each department responsible for reaching out to awarded vendors (s) with their needs?

A22: Yes. The County of San Diego Departments shall work directly with the awarded Contractor to place as-needed services. Participating Public Agencies shall follow their internal ordering process for services awarded under this contract.

Q23: Is ordering done from HR only via Email release or portal?

A23: The County of San Diego and each Participating Public Agency shall follow their own internal ordering process for services awarded under this contract.

Q24: To ensure FCRA compliance, it is our company's policy to provide clients with an attestation of completion of background check pursuant to client's requirements, but not the actual results. Will County of San Diego accept letters of attestation in lieu of actual background check results?

A24: Contractor shall conduct a thorough screening of final candidate(s), including background, criminal and credit checks as well as references and media checks to ensure the candidates possess backgrounds of high integrity. Prepare a confidential reference report on the final candidate(s). Please refer to Exhibit A – Statement of Work, Section 3.4. Interviews and Selection.

Q25: With respect to Affordable Care Act (ACA) costs, would County of San Diego prefer these charges as a separate line item on the invoices, or instead incorporated into each respondent's proposed rates? Please clarify.

A25: No, a separate line item is not needed. The County of San Diego does not intend to expend federal funds for contract(s) resulting from this solicitation. However, other Public Participating Agencies may have such requirements. Please submit your most comprehensive proposal, including a clear breakdown of all fees for easy understanding. Ensure to detail the various types of fees included in your proposed pricing structure.

Q26: How many awards does County of San Diego anticipate making?

A26: The County of San Diego is seeking to award one (1) contract for these services.

Q27: If applicable, who is the incumbent of these services and for how long have they served County of San Diego in this capacity?

A27: This is a new initiative for the County of San Diego working with the National Association of Counties (NACo) Edge, Public Promise Procurement, for Government Recruitment Services.

Q28: If government-mandated costs or expenses are enacted during the contract term, will respondents be allowed to request rate increases to cover these higher rates?

A28: Each situation shall be evaluated on a case-by-case basis. Such requests will be subject to review and approval by the County of San Diego as the Lead Public Agency based on the terms and conditions outlined in the contract.

Q29: I am submitting my question for the financial statements requirement of (RFP) 764, will a Dunn & Bradstreet report be sufficient to meet this requirement?

A29: No. Please refer to Submittal Items, Section 1.6.4., for the comprehensive requirements regarding the submission Contractors are expected to submit in response to financial stability.

ATTENDANCE RECORD
Pre-Proposal Conference – March 11, 2024
RFP 764 – Government Recruitment Services

ATTENDEES: PLEASE PRINT LEGIBLY

	Name	Company Name	Email	Phone #
1	Josielyn Kaai	County of San Diego	josielyn.kaai@sdcounty.ca.gov	858-997-4058
2	Nina Habib	Colleague LLC	Nina.habib@colleaguement.com	
3	Vincent Tenorio	System Soft Technologies	Vince.tenorio@sstech.us	
4	Alex Arrambide	Maxim Healthcare Services	alarramb@maxstaffing.com	
5	Tyreen Crape	Maxim Healthcare Services	tycrape@maxstaffing.com	
6	Rafa Silva	The Hive Consulting	rafael@thehive.consulting	
7	Justina Moore	ActOne Government Solutions, Inc.	justinam@al governmentsolutions.com	
8	Dheeraj Mehta	Enterprise Solutions, Inc.	dheeraj@enterprisesolutioninc.com	
9	Scott Cooper	All-Star Talent	scott@allstartalent.us	
10	Bernard R. Quigley	Kelly Government Solutions	BERQ584@kellyservices.com	
11	Peter Brigham	Kelly Government Solutions	PETB580@kellyservices.com	
12	Kirsten Schlosser	Roth Staffing	kschlosser@rothstaffing.com	
13	Cathy Muse	National Association of Counties (NACo)		
14	Sean Behan	County of San Diego		

ATTENDANCE RECORD
Pre-Proposal Conference – March 11, 2024
RFP 764 – Government Recruitment Services

15	Vanessa Rios	County of San Diego		
16	Marigene Lim-Viernes	County of San Diego		
17	Kelly San Martin	County of San Diego		
18	Pauline Franco	County of San Diego		
19	Miguel Gonzalez	County of San Diego		
20	Ruben Lopez	County of San Diego		
21	Jaclyn Smith	County of San Diego		
22				
23				
24				
25				
26				
27				
28				
29				

Pre-Proposal Conference



County of San Diego

RFP 764 Government Recruitment Services

SANDIEGOCOUNTY.GOV



Welcome

- ❖ Attendance Sheets
- ❖ RFP 764 ONLY
- ❖ **Mute** if you are not speaking.
- ❖ Conference will focus on the main points of the RFP process
- ❖ Slides will be available on BuyNet

BuyNet



The County has posted this solicitation on its official BuyNet website at

<https://sdbuynet.sandiegocounty.gov/>

Offerors should go to BuyNet for the most up-to-date information to submit questions and proposals.

To see all information related to this RFP, to submit questions, and to receive notifications of updates, Offerors must select “Participate in RFX” for this solicitation in BuyNet.



PROPOSAL SUBMITTAL

- All proposals are due prior to 3:00 PM San Diego time, April 22, 2024.
 - Late proposals will not be accepted except under very limited circumstances described in 6.1.
- Proposals must be submitted:
 - Via electronic upload to BuyNet.
 - If you cannot submit via BuyNet, the proposal must be submitted at the Purchasing and Contracting front desk before the time specified.



RFP PACKET

- Cover letter to the RFP
- RFP Instructions and Rules
- Evaluation Criteria
- Submittal Items
- Proposal Cover Page (PC 600)
- Representations and Certifications form
- Nondisclosure Indemnification Agreement

RFP PACKET



- DVB Requirements and Forms
- Draft Contract
 - Exhibit A – Statement of Work
 - Exhibit B – Insurance Requirements
 - Exhibit C – Payment Schedule
 - Exhibit D – National Association of Counties (NACo) Edge, Public Promise Procurement Program



RFP INSTRUCTIONS AND RULES

- Read and understand the process.
- Submit all requested information, including:
 - Forms
 - Response to submittal items
- Follow the requested format (section 2)
- Submit on time!
- Proposals are evaluated according to the Evaluation Criteria
 - Best value to the County

EVALUATION CRITERIA AND SUBMITTAL ITEMS



- Evaluation Criteria – County of San Diego
 - Mandatory Minimum Requirements – Pass / Fail
 - Qualifications
 - Technical
 - Price
 - Compliance and Acceptance of Terms and Conditions



SUBMITTAL ITEMS

- Fully respond to each submittal item
- Separate pricing from the rest of the proposal
 - Exhibit C – Payment Schedule
- Successful proposals generally exceed RFP minimum requirements.

PC-600 Form



- Vendor contact person and contact information
 - Authorized representative
- The completed PC-600
 - Cover page of the proposal
- Sign and Date (manual signature required)

REPRESENTATIONS AND CERTIFICATIONS



- Complete and sign the form.
 - Complete all sections
 - Business type, business representation
 - Percentage of work within the County of San Diego
 - Provide any applicable disclosures
 - Name, Title, Organization, Date, and Signature (manual signature required)

CONFIDENTIAL / PROPRIETARY INFORMATION



- If the proposal contains confidential and/or proprietary information (2.6.3.)
 - Submit in a separate file marked as:
 - “CONFIDENTIAL/PROPRIETARY EXHIBIT”
 - Responses to solicitation requirements shall refer to the response contained within the CONFIDENTIAL/PROPRIETARY EXHIBIT
- Submit a signed Indemnification Agreement

NONDISCLOSURE INDEMNIFICATION AGREEMENT



- Required only if submitting confidential or proprietary information in your proposal.
- California Public Record Act, Government Code Section 6250
 - Trade Secrets, Proprietary, PII
- Agreement to defend and indemnify the County of San Diego and its Board of Supervisors, Officers, Directors, Employees, and Agents.
- Separate and mark confidential or proprietary information.



CONTRACT

- Contract Terms and Conditions
- Exhibit A – Statement of work
- Exhibit B – Insurance Requirements
- Exhibit C – Payment Schedule
- Exhibit D – NACo Edge, Master Intergovernmental Purchasing Agreement

The contract term is anticipated to be an initial (base) period of one (1) year, with four (4) one-year options.

COUNTY OF SAN DIEGO

EXHIBIT A – STATEMENT OF WORK



- Provide Government Recruitment Services
- Recruitment and Outreach for Government Positions
- Brochure Design and Printing
- Advertising
- Interviews and Selection
- Background Checks

COUNTY OF SAN DIEGO

EXHIBIT D – NACo Edge, Public Promise Procurement



- Public Promise Procurement is a National Association of Counties program to help Participating Public Agency acquire goods and services efficiently and cost-effectively through strategic sourcing that harness the power of state and local government purchasing nationwide.
- The County of San Diego, as the Lead Procurement Agency, has partnered with the National Association of Counties (NACo) Edge, Public Promise Procurement Program to make the resultant contract (Master Agreement) available to other public agencies nationally.



QUESTIONS

Submit questions via BuyNet by sending a message to the Contracting Officer through the “Discussions” functionality.

Questions posed here will need to be submitted in writing to be addressed completely in the Q&A Addendum to BuyNet.

Deadline for questions via e-mail:

➤ March 25, 2024, prior to 5:00 PM San Diego time



THANK YOU

SANDIEGOCOUNTY.GOV