Solicitation 180233-RFP

ORACLE PRODUCTS AND SERVICES

Bid Designation: Public

Maricopa County

Bid 180233-RFP
ORACLE PRODUCTS AND SERVICES

Bid Number	180233-RFP
Bid Title	ORACLE PRODUCTS AND SERVICES
Bid Start Date	May 18, 2018 2:21:16 PM MST
Bid End Date	Jun 26, 2018 2:00:00 PM MST
Question & Answer End Date	Jun 8, 2018 5:00:00 PM MST
Bid Contact	Brian Walsh Procurement Consultant 602-**506**-3243 walshb@mail.maricopa.gov
Contract Duration	**5 years**
Contract Renewal	5 annual renewals
Prices Good for	**1 year**
Pre-Bid Conference	**Jun 6, 2018 10:00:00 AM MST** **Attendance is mandatory** **Location: THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON JUNE 6, 2018 AT 10:00 AM MST, AT THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES, 320 WEST LINCOLN STREET, FIRST FLOOR CONFERENCE ROOM, PHOENIX, ARIZONA 85003. VENDORS MAY PARK IN SPACES DESIGNATED FOR OPS. YOU MAY ALSO PARTICIPATE VIA CONFERENCE CALL BY DIALING 602-506-9695 AND ENTERING PASS CODE 671693. VENDORS SHOULD MAKE EVERY EFFORT TO ATTEND IN PERSON.**
Bid Comments	**Maricopa County (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, higher education institutions, other government agencies and nonprofit organizations in the United States of America (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Oracle Products, Services and Solutions (herein "Products and Services").** **ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY.**

Item Response Form

Item	**180233-RFP--01-01 - ORACLE PRODUCTS AND SERVICES**
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **Maricopa County**

No Location Specified

Qty 1

Description
See attached Excel spreadsheet Attachment A

NOTICE OF SOLICITATION

SERIAL 180233-RFP

REQUEST FOR PROPOSAL FOR: ORACLE PRODUCTS AND SERVICES

Notice is hereby given that Maricopa County is conducting this request for proposals, electronically through an outside agent, BidSync.com, until **2:00 P.M. MST** on **JUNE 26, 2018** for **SERIAL #180233-REQUEST FOR PROPOSALS FOR ORACLE PRODUCTS AND SERVICES**.

To participate in this bidding process, vendors shall register through BidSync.com. To register with BidSync, please go to (www.BidSync.com) and click on the orange 'Register' link. Registration has no cost and will allow you to access all of the bid information, bid documents, receive bid notifications, and submit a response. **ONLY RESPONSES THAT ARE SUBMITTED THROUGH BIDSYNC.COM WILL BE CONSIDERED FOR AWARD.**

For assistance, please contact BidSync Vendor Support Department via phone or email, during regular business hours: 1-800-990-9339 or (support@BidSync.com).

All responses shall be submitted **electronically** to BidSync.com prior to the bid closing. The bid will be listed under **"180233-RFP REQUEST FOR PROPOSAL FOR ORACLE PRODUCTS AND SERVICES".**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL CAN BE LOCATED AT (https://www.maricopa.gov/DocumentCenter/View/6453).

ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES WEB SITE UNDER THE SOLICITATION SERIAL NUMBER. THIS INFORMATION WILL ALSO BE POSTED ONLINE AT (WWW.BIDSYNC.COM).

FAILURE TO REVIEW ANY ADDENDA DOES NOT NEGATE YOUR INITIAL OFFER AND HOLDS THE RESPONDENT RESPONSIBLE FOR ANY CHANGES PRIOR TO BID CLOSING.

DIRECT ALL INQUIRIES TO:

BRIAN WALSH
PROCUREMENT OFFICER
TELEPHONE: (602) 506-3243
EMAIL: WALSHB@MAIL.MARICOPA.GOV

THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON JUNE 6, 2018 AT 10:00 AM MST, AT THE MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES, 320 WEST LINCOLN STREET, FIRST FLOOR CONFERENCE ROOM, PHOENIX, ARIZONA 85003. VENDORS MAY PARK IN SPACES DESIGNATED FOR OPS. YOU MAY ALSO PARTICIPATE VIA CONFERENCE CALL BY DIALING 602-506-9695 AND ENTERING PASS CODE 671693. VENDORS SHOULD MAKE EVERY EFFORT TO ATTEND IN PERSON.

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

https://www.maricopa.gov/2191/Open-Solicitations

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REQUEST FOR PROPOSAL FOR: ORACLE PRODUCTS AND SERVICES

1.0 INTRODUCTION AND BACKGROUND

1.1 MASTER AGREEMENT

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

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

1.2 OBJECTIVES

1.2.1 Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;

1.2.2 Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;

1.2.3 Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;

1.2.4 Combine the volumes of Participating Public Agencies to achieve cost effective pricing;

1.2.5 Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;

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

1.3 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Oracle Products, Services and Solutions: Offerors are to propose the broadest possible selection of Oracle Products, Services and Solutions they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, the Offerors should have demonstrated experience in providing the Products, Services and Solutions as defined in this RFP, including but not limited to:

1.3.1 **Perpetual Licenses –** applications, database and options, business intelligent, middleware and any other perpetual license offered by Oracle.

1.3.2 **Engineered Systems –** integrated software and hardware systems offered by Oracle**.**

1.3.3 **Hardware, Servers, Storage and Networking -** any servers, storage and networking products offered by Oracle.

1.3.4 **Cloud Services** – Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS) offered by Oracle.

1.3.5 **Consulting/Professional Services –** Consulting and integration services relating to Oracle products and services.

1.3.6 **Technical Support Services and/or Maintenance Support Services –** telephone technical support, premier support for systems and any other support services available from Oracle for license and hardware.

1.3.7 **Oracle Training and University Products -** Any related Oracle training including instructor lead classes and self-guided learning paths.

1.3.8 **Financing Services**– Financing services for orders and solutions.

1.4 U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") helps Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts are available for use by the Lead Public Agency and, also, by other Participating Public Agencies.

1.4.1 National Sponsors

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

1.4.2 Advisory Board

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

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

Current U.S. Communities Advisory Board Members

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

1.4.3 Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over $2.7 Billion Dollars in products and services annually. Each month more than 500 new users register to participate. The continuing rapid growth of public agency participation is fueled by the Program's proven track record of providing unparalleled value to public agencies.

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

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

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached as Exhibit 3.

1.4.4 Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $250 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Maricopa County and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide. The Advisory Board in 2017 purchased more than $168 Million Dollars of products and services from existing U.S. Communities contracts.

1.4.5 Marketing Support

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

- National Sponsors as referenced above,
- Over 90 State and Regional Sponsors,
- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training and a host of marketing and sales management tools to effectively increase sales through U.S. Communities.

1.4.6 **Evaluation of Proposals**

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

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

1.5 INTENT**:**

This solicitation is to establish a nationwide purchasing agreement for the acquisition of Oracle products, services and solutions. The category descriptive examples in Section 2.2 are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category.

The intent is for each Proposer to submit its complete Oracle offering so that Participating Public Agencies may order a wide array of products and services as appropriate for their needs.

Other governmental entities under agreement with the County may have access to products or services provided hereunder (see Sections 3.21, 3.22 and Exhibit 6, MICPA.)

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

2.0 SCOPE OF WORK:

2.1 Mandatory Qualifications:
To be eligible for this contract any proposer shall meet the following:

2.1.1 Be a member of the Oracle Partner Network at the Platinum level. Responses should include confirmation from Oracle's Government Resell Programs Group that they are authorized to create a contract in response to this RFP with Oracle offerings, that the membership in the Oracle Partner Network in good standing, that they have the required Master Distribution Agreement and Public Sector Addendum in place, and that they offer multiple lines of Oracle products and services.

2.1.2 Represent, sell, and service all the Oracle Products listed below (Section 2.2);

2.1.3 Be able to service local governments, states, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations;

2.1.4 Have the resources to work with multiple entities at the same time;

2.1.5 Throughout the life of this contract, the successful Offeror will maintain expertise, resources and capabilities to:

2.1.5.1 Provide commercial hardware, software, services and solutions as ordered under the task order as a member of the Oracle Partner Network in good standing with all required distribution agreements;

2.1.5.2 Perform or have service delivery partners that can provide consulting, assessment, design, integration, installation and management of Services/Solutions at the task order level;

2.1.5.3 Perform a wide range of professional, technical support and engineering Services/Solutions to support the mission and objectives of Maricopa County and Participating Public Agencies as authorized buyers off this contract;

2.1.5.4 Provide maintenance support Services/Solutions

2.1.5.5 Provide project management support for each deliverable under the contract;

2.1.5.6 Provide project specific and overall contract performance reporting, as required.

2.1.5.7 Provide on-going marketing of the contract by aligning and traveling with the U.S Communities Program Managers, administrative and marketing personnel engaged in directly promoting the contract to Participating Public Agencies through agency meetings, direct mail, national publications, annual meetings and other such activities.

2.2 PRODUCTS AND SERVICES REQUIRED:

2.2.1 **Perpetual Licenses –** applications, database and options, business intelligent, middleware and any other perpetual license offered by Oracle.

2.2.2 **Engineered Systems –** integrated software and hardware systems offered by Oracle**.**

2.2.3 **Hardware, Servers, Storage, and Networking -** any servers, storage, and networking products offered by Oracle.

2.2.4 **Cloud Services** – Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS) offered by Oracle.

2.2.5 **Consulting/Professional Services –** Consulting and integration services relating to Oracle products and services.

2.2.6 **Technical Support Services and/or Maintenance Support Services –** telephone technical support, premier support for systems and any other support services available from Oracle for license and hardware.

2.2.7 **Oracle Training and University Products -** Any related Oracle training including instructor lead classes and self-guided learning paths.

2.2.8 **Financing Services**– Financing services for orders and solutions.

2.3 STAFF EXPERIENCE:

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

2.3.2 Describe the credentials of staff and how they are certified and trained to provide the products and services required in paragraph 2.2 for Participating Public Agencies.

2.3.3 Describe the number and type of staff your company proposes to service this contract, i.e. technical, service, training, executive support, etc., and your hiring practices for such positions for Participating Public Agencies.

2.3.4 Describe your methodology for training Participating Public Agency end users.

2.3.5 Describe your experience with managing major government projects.

2.4 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.5 TRAINING:

The Contractor shall provide a minimum of (To be determined for each Task Order) to completely train County personnel in the use and care of the equipment.

2.6 WARRANTY:

2.6.1 The minimum warranty for products shall be 90-days, or the manufacturers' warranty, whichever is greater. Warranty replacement shall be done at no additional cost to the County. This includes special order or non-stock parts. Freight charges, transportation charges, etc. are all incurred by the Contractor. The effective date on all warranties shall commence upon the date of installation.

2.6.2 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

2.6.3 The warranty period for workmanship shall be for an initial period of twelve (12) months and commence upon acceptance by County.

2.6.4 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

2.6.5 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

2.6.6 Contractor shall respond to all warranty requests within 24-hours of notification.

2.7 ACCEPTANCE:

2.7.1 **Perpetual Licenses** – Software is made available via a web link provided by the Licensor; there is no acceptance period for perpetual licenses.

2.7.2 **Engineered Systems and Hardware** - For Customer's Initial purchase of each Engineered Systems or Hardware the Contractor shall provide an acceptance test period (the "Test Period ") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base server(s) and/or personal computer(s); and c.) implementation team training, if any, is complete. During the Test Period, County shall determine whether the Equipment and Software meet the Contractor published electronic documentation, ("Specifications"). The Test Period shall be for at least ninety (90) calendar days, or as negotiated for that

specific project. If County has not given Contractor a written deficiency statement specifying how the Equipment or Software fails to meet the Specification ("Deficiency Statement') within the Test Period, the Equipment and Software shall be deemed accepted. If County provides a Deficiency Statement within the Test Period, Contractor shall have thirty (30) calendar days to correct the deficiency, and the Customer shall have an additional sixty (60) calendar days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second thirty (30) calendar day period, the County may terminate this Contract. Upon any such termination, Contractor shall, at Contractor's cost, remove all equipment and software from County premises and equipment. County shall return all Equipment and Software to Contractor, and Contractor shall refund any monies paid by County to Contractor. Upon completion of these terms, neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

2.7.3 **Cloud Services – Cloud services are provisions via a web link provided by the cloud service** provider; there is no acceptance period for cloud services.

2.8 RETURN POLICY:

The Bidders shall state their return policy, time limitations, or restocking charges (if any) for such returns. Products will not be accepted in damaged or broken/unsealed packages. Credit memos shall be issued, in accordance with the Contractor's return policy. If a restocking charge is applied, the credit memo must reflect the full credit amount of each item returned and the restocking charge shall be a separate line.

3.0 **PROCUREMENT REQUIREMENTS:**

3.1 DELIVERY:

3.1.1 Delivery shall be made within 48 hours after receipt of order (ARO)

3.1.2 Exceptions to delivery schedule will be special order items that must be identified.

3.1.3 Maricopa County reserves the right to obtain material on the open market in the event Contractors fail to make delivery and charge any price differential to the Contractor.

3.1.4 Delivery shall be F.O.B. Destination, Freight Prepaid.

3.2 EXPEDITED DELIVERY:

3.2.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the County.

3.2.2 The County shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

3.2.3 Upon receipt of material(s) and invoicing, the County shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The County shall retain all documents related to these costs within the agency purchase file.

3.3 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

3.3.1 Contract Serial number.

3.3.2 Contractor's name and address.

3.3.3 Using Agency name and address.

3.3.4 Using Agency purchase order number.

3.3.5 A description of product(s) shipped, including item number(s), quantity(ies), number of containers and package number(s), as applicable.

3.4 PERFORMANCE:

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform and any price differential will be charged against the Contractor.

3.5 SHIPPING CHARGES:

3.5.1 Shipping costs will be borne by the Contractor. FOB: Destination.

3.5.2 Exceptions to normal shipping charges:

Expedited freight will be pre-paid by the Contractor and added to invoice if the normal shipping schedule does not meet County requirements. These requirements will be made in writing to the contractor.

3.6 PACKAGING/PACKING:

Unless otherwise stated, commercial packages and packing, suitable for the type, size, and kind of product, commonly used in the industry for the purpose, so constructed as to ensure acceptance and safe delivery, at the lowest rate, to the point of delivery specified in the bid document is acceptable.

3.7 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Department. These may be provided in hard copy or electronically.

3.8 INSTALLATION:

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.9 INFRINGEMENT DEFENSE INDEMNIFICATION:

3.9.1 Defense and Indemnity: Contractor shall defend, Participate and Share in the Cost, as defined below, in the full defense of the County against any Claim, as defined below, and will indemnify and hold harmless the County as provided for in this Section for any judgments, settlements and court awarded attorney's fees resulting from a Claim where the claimant is adjudged the successful party in the Claim. Contractor's obligations under this Section are conditioned on the following: (i) County promptly notifies Contractor of the Claim in writing upon made aware of the Claim; (ii) County gives Contractor lead authority and County being control of the defense and (if applicable) settlement of the Claim, provided that County's legal counsel may participate in such defense and settlement, at County's expense, and (iii) County provides all information and assistance reasonably requested by Contractor to handle the defense or settlement of the Claim. For purposes of this Section, "Claim" means any cause of action in a third party action, suit or proceeding against County alleging that Contractor software, or its upgrades, modifications, or revisions, as of its delivery date under this Agreement, infringes a valid

U.S. patent, copyright or trademark. For the purposes of this section, "Participate and Share in the Costs" means Contractor will assist the County in the defense of the claim, to the extent agreed to by the parties, except that Contractor shall be solely responsible for any and all costs adjudged in a successful Claim against the County.

3.9.2 Remedial Measures: If software becomes, or Contractor reasonably believes use of software may become, the subject of a Claim, Contractor may, at its own expense and option: (i) procure for County the right to continue use of the Product; (ii) replace or modify the software; or to the extent that neither (i) nor (ii) are deemed commercially practicable, (iii) refund to County a pro-rated portion of the applicable fees for software based on a linear depreciation monthly over 10 year useful life, in which case County will cease all use of software and return it to Contractor.

3.9.2.1 Exceptions: Contractor will have no defense or indemnity obligation for any Claim based on: (i) modifications by someone other than Contractor; (ii) software has been modified by Contractor in accordance with County-provided specifications or instructions; (iii) use or combination by the County of software with Third Party Products, open source or freeware technology; (iv) Third Party Products, open source or freeware technology; (v) a product that is used or located by County in a country other than the country in which or for which it was supplied by Contractor; (vi) possession or use of a product after Contractor has informed County of modifications or changes required to avoid such Claim and offered to implement those modifications or changes, if such Claim would have been avoided by implementation of Contractor's suggestions and to the extent County did not provide Contractor with a reasonable opportunity to implement Contractor's suggestions; or (vii) the amount of revenue or profits earned or other value obtained by the use of Products, or the amount of use of the Products. "Third Party Products" means any products made by a party other than Contractor, and may include, without limitation, products ordered by County from third parties. However, components of Contractor branded Products are not Third Party Products if they are both: (i) embedded in Third Party Products (i.e., not recognizable as standalone items); and (ii) not identified as separate items on Contractor's price list, quotes, order specifications forms or Documentation.

3.9.3 The foregoing states Contractor's entire liability, and County's sole and exclusive remedy except as provided at law or equity, with respect to any infringement or misappropriate of any intellectual property rights of another party.

3.10 SOURCE CODE ESCROW REQUIREMENT (IF APPLICABLE):

3.10.1 The Contractor shall provide all source code and any updates or fixes for the Contractor Commercial Off the Shelf ("COTS") application software that Maricopa County has purchased from Contractor for safekeeping with a mutually acceptable escrow agent within thirty (30) days of award. The software source deposited with the escrow agent will be a snapshot of all source code maintained by Contractor in the form of a Microsoft Visual Source Safe Archive. In this way, as beneficiary of the escrow agreement between Contractor and escrow agent, Maricopa County will have access to all source code of the products that they license for all versions of the software. Furthermore, the escrowed code shall include all code specifically developed for Maricopa County including, but not limited to: interfaces, Extraction-Transformation-Loading (ETL) routines for data conversion, and all custom code. Upon taking possession of the source code, Maricopa County will have the right to use the source for products that they license in the versions currently installed on the System or any subsequent versions in the archive. Contractor will make a deposit of the Source Safe Archive with the escrow agent upon the release of version release or once every six (6) months, whichever occurs first.

3.10.2 Maricopa County hereby agrees to pay the yearly standard fee for a beneficiary of the source code.

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3.10.3 Maricopa County shall have access to the source code in the event any of the following circumstances:

3.10.3.1 the sale, assignment, or transfer to any third party of any of Contractor's rights in the licensed product (or any portion thereof) if such sale, assignment, or transfer would prevent Contractor from fully performing any of its obligations under any agreement with Maricopa County;

3.10.3.2 Contractor becomes insolvent or commits any affirmative act of insolvency, or generally fails to pay, or admits in writing its inability to pay, debts as they become due, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under, or case in, any bankruptcy or insolvency law, or Contractor takes any action to authorize, or in the furtherance of, any of the foregoing;

3.10.3.3 Contractor discontinues providing full support and maintenance services for the licensed product in accordance with its obligations pursuant to any agreement with Maricopa County;

3.10.3.4 Contractor has ceased to do business or improperly refuses to provide any services pursuant to any agreement with Maricopa County;

3.10.3.5 Contractor has breached (and if subject to a cure period, has not cured such breach within such period) any material term or condition of any agreement with Maricopa County;

3.10.3.6 Any change of control of Contractor or Contractor's parent company, where such party is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of such party are acquired by any entity, or such party is merged with or into another entity to form a new entity; or

3.10.3.7 Any other circumstance in which Maricopa County is entitled to access or use the applicable deposit materials (including, but not limited to, the source code) under the express terms of any agreement between Contractor and Maricopa County.

3.10.4 Upon Maricopa County taking possession of the source code, Maricopa County hereby agrees as follows:

3.10.4.1 Maricopa County accepts full and total responsibility for the safekeeping of the source code. Maricopa County agrees that such source code shall be subject to the restrictions of transfer, sale, and reproduction placed on the software itself as stated in the software license signed by all parties.

3.10.4.2 Maricopa County agrees to only use source code related to applications for which they own a license. There will be source from other applications in the archive.

3.10.4.3 Maricopa County agrees, if so ordered by a court of competent jurisdiction, to compensate Contractor for any and all damages Contractor suffers, to include reasonable attorney's fees, resulting directly or indirectly from, but not limited to, the mishandling, misuse, or theft of the source code, regardless of intent, or the absence thereof, by Maricopa County, its employees, agents and third party contractors.

3.10.4.4 No license under any trademark, patent, copyright, or any other intellectual property right, is either granted or implied by the disclosure of the source code to Maricopa County. The Contractor's disclosure of the source code to Maricopa County shall not constitute any representation, warranty, assurance, guarantee or inducement by the Contractor to Maricopa County of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, or any other intellectual property rights, or other rights of third persons or of Contractor.

3.10.4.5 Contractor will not be responsible for maintaining the source code. Furthermore, Contractor will not be liable for any consequences related to the use of source code modified by Maricopa County.

3.11 CONTRACTOR EMPLOYEE MANAGEMENT:

3.11.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this Contract. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of proposed candidates with equivalent experience. Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.

3.11.2 Contractor shall not reassign any key personnel without the express consent of the County.

3.11.3 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.11.4 County reserves the right to request the replacement of Contractor personnel at any time, for any reason. Said requested removal shall not be subject to part 3.9.1 of this section.

3.12 TRAINING:

The Contractor shall provide training services as needed, depending on the product or service purchased, to completely train County personnel in the use and care of the equipment. All training shall take place on-site at Maricopa County.

3.13 MAINTENANCE:

The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Department.

3.14 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., MST, Monday through Friday.

3.15 USAGE REPORT:

The Contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.16 BACKGROUND CHECK:

Bidders/proposers need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, subcontractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.17 INVOICES AND PAYMENTS:

3.17.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Arrival and completion time (if applicable)
- Total Amount Due

3.17.2 Problems regarding billing or invoicing shall be directed to the Department as listed on the Purchase Order.

3.17.3 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (http://www.maricopa.gov/922/Vendors).

3.17.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

3.17.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.18 APPLICABLE TAXES:

3.18.1 Payment of Taxes: The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.18.2 State and Local Transaction Privilege Taxes: To the extent any State and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.18.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or State and local laws and regulations, and any other costs including; transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

3.19 TAX (SERVICES):

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.

3.20 TAX (COMMODITIES):

Tax shall not be invoiced against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the tax percentage in their proposal.

3.21 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of $AVE, please so state in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.22 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

County currently holds ICPA's with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the Contract under its procurement rules, processes and procedures.

3.23 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Department to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

3.24 ISRAEL BOYCOTT:

By submitting this proposal the Contractor certifies that they are in compliance with Article 9, A.R.S. § 35-393 *et seq*.

3.25 CONFIDENTIALITY:

In the course of the solicitation process, the County may disclose information that is proprietary or confidential. By submitting a proposal to the solicitation, the offeror agrees that, except as necessary to prepare a response to this solicitation, neither it nor its agents or employees will communicate, divulge or disseminate to any third party-persons or entities, any information that is disclosed to it by the County during the course of these discussions without the express written authorization of the County. If the offeror does disclose County proprietary or confidential information to a third party in preparing a response to this solicitation, it shall require the third party to acknowledge and comply with this provision.

3.26 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

4.0 CONTRACTUAL AND SPECIAL TERMS & CONDITIONS:

4.1 **DRAFT CONTRACT SEE EXHIBIT 4:**

5.0 INSTRUCTIONS TO RESPONDENTS: (Please note that this Section does not become part of any resultant contract.)

Proposers are solely responsible for submitting proposals, and any modifications or withdrawals, to be received at the time and designated location required by the solicitation (RFP, or any other solicitation notice).

Any proposal, modification, or withdrawal received after the designated time is "late" and will be rejected and shall not be evaluated per Paragraph MC1-320 of the Maricopa County Procurement Code.

5.1 ESTIMATED SCHEDULE OF EVENTS:

Request for Proposals Issued:	May 18, 2018
Pre-Proposal Conference:	June 6, 2018 @ 10:00AM MST

Deadline for written questions is two (2) business days after Pre-Proposal Conference. Questions will ***not*** be responded to prior to the Pre-Proposal Conference or after the two (2) business day deadline has elapsed. All questions and answers shall be posted to (www.bidsync.com) under the Q&A's tab for the solicitation and must be received by the end of business, 5:00 PM MST.

Proposals Opening Date:	June 26, 2018

Deadline for submission of proposals is 2:00 P.M., MST, on June 26, 2018. All proposals must be received before 2:00 P.M., Arizona Time, on the date above via BidSync.com.

Proposed review of Proposals and short list decision:	July 10-12th, 2018
Proposed Respondent presentations: (if required)	August 1, 2018
Proposed selection and negotiation:	August 15th, 2018
Proposed Best & Final (if required)	August 20th, 2018
Proposed award of Contract:	October, 2018

All responses to this Request for Proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the County.

5.2 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003

Administrative telephone inquiries shall be addressed to:
Brian Walsh, Senior Procurement Officer, 602/506-3243
(walshb@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

5.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents shall submit their proposals electronically via the BidSync.com system in accordance with Section 5.5 as follows:

- Respondents shall upload each response document individually.
- All documents must be uploaded in their native file format (Word, Excel, etc.).
- The following naming convention shall be utilized for each document: Vendor Name – Document Name as indicated in section 5.5.
- In the event that the Respondent would like to request that certain documents be held confidential, they need to have a name indicating confidential. Please see Exhibit 4 – Draft Contract section 6.37 Public Records for more information.
- Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments (Attachment B). All prices shall be held firm for a period of one year after the RFP closing date.

5.4 GENERAL CONTENT:

5.4.1 The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

5.4.2 The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this Request for Proposal but should outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.

5.5 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposal must be submitted electronically and have sections clearly labeled as below: (Responses are limited to 150 pages, 10 point font type).

5.5.1 Letter of Transmittal (Exhibit 2)

5.5.2 Executive Summary – This section shall contain an outline of the general approach utilized in the proposal.

5.5.3 Proposal – This section should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing respondent's best offer for all requirements in section 2.0 (Scope

of Services should also include the confirmation that you are authorized partner as called for in section 2.1.1.

5.5.4 Qualifications – This section shall describe the respondent's ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.

5.5.5 Proposal exceptions

5.5.6 Attachment A (Pricing)

5.5.7 Attachment B (Agreement Page)

5.5.8 Attachment C (References)

5.5.9 Attachment D (U.S. Communities Required Information)

5.5.10 Draft Contract with any requested exceptions redlined

5.6 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of 180233–RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 180233-RFP". **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL 180233-RFP," shall be considered invalid and void and of no contractual significance.**

The County reserves the rights to; accept any exception, discuss the exemption with the offeror, or reject any exception.

5.7 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Evaluation Committee shall be appointed, chaired by the Procurement Officer to evaluate each Proposal. At the County's option, Respondents may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria which are listed in descending or equal order of importance.

5.7.1 Respondent's Proposed Solution / Compliance with Specifications (Including the ability to sell all Oracle products).
5.7.2 Respondent Qualifications, including national capabilities
5.7.3 Price

NOTE 1: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSAL.

NOTE 2: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY'S PROCUREMENT ADMINISTRATIVE INFORMATION PRIOR TO SUBMITTING A BID. FOR THIS INFORMATION, GO TO: (https://www.maricopa.gov/DocumentCenter/View/6453).

SERIAL 180233-RFP

ATTACHMENT A

PRICING

SEE BIDSYN.COM EXCEL SPREADSHEET STAND-ALONE PRICING PAGE

SERIAL 180233-RFP

ATTACHMENT B

AGREEMENT

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND STANDARD CONTRACT'S TERMS AND CONDITIONS LOCATED AT (http://www.maricopa.gov/DocumentCenter/View/6453) AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

[] Small Business Enterprise (SBE)

RESPONDENT (FIRM) SUBMITTING PROPOSAL	FEDERAL TAX ID NUMBER / DUNS #
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
ADDRESS	TELEPHONE / FAX #
CITY STATE ZIP	DATE
WEB SITE	EMAIL ADDRESS

ATTACHMENT C

RESPONDENT'S REFERENCES

RESPONDENT SUBMITTING PROPOSAL: _____

1. COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____

   TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____

   TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____

   TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____

   TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

   ADDRESS: _____

   CONTACT PERSON: _____

   TELEPHONE: _____ E-MAIL ADDRESS: _____

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ATTACHMENT D

US COMMUNITIES REQUIREMENTS

I. SUPPLIER QUALIFICATIONS

Commitments

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

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

(a) **Corporate Commitment**.

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

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

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

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

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

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

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

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

(b) **Pricing Commitment**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SERIAL 180233-RFP

II. U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto as Exhibit 7) and submit with the supplier's proposal without exception or alteration. Failure to do so shall result in disqualification.

III. 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 the most competitive pricing offered by your organization to Participating Public Agencies nationally?
YES____ NO____

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 $100,000,001

E. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?
YES____ NO____

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

G. Will your company commit to the following implementation schedule?
YES____ NO____

H. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?
YES____ NO_____

_____
Submitted by:

_____ _____
(Printed Name) *(Signature)*

_____ _____
(Title) *(Date)*

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IV. NEW SUPPLIER IMPLEMENTATION CHECKLIST

New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call	**One Week**
Initial Kick Off Call to discuss expectations	
Set Contract Launch Date & Outline Kick Off Plan	
Establish initial contact people & roles/responsibilities	
Supplier Log-In Credentials established	
Set Agency Webinar Dates	
2. Executed Legal Documents	**One Week**
U.S. Communities Admin Agreement	
Lead Public Agency agreement signed	
3. Program Contact Requirements	**One Week**
Supplier contacts communicated to U.S. Communities Staff	
Dedicated email	
Dedicated toll free number	
4. Second Conference Call	**Two Weeks**
Establish Sales Training Webinar Dates	
Complete Supplier Set Up Form	
Complete User Account and User ID Form	
Identify Dates for Senior Management Meeting	
Review Contract Commitments	
5. Marketing Kick Off Call	**Two Weeks**
Overview of Marketing Requirements	
Establish Timeline for Marketing Deliverables	
Set Weekly Marketing Call	
Discuss Agency Webinar Slides & Set Timeframe for Deliverables	
6. Initial NAM & Staff Training Meetings	**Three Weeks**
Discuss expectations, roles & responsibilities	
Introduce and review web-based tools	
Review process & expectations of Lead Referral contact with NAM & identified LRC	
7. Senior Management Meeting	**Four Weeks**
Implementation Process Progress Report	
U.S. Communities & Vendor Organizational Overview	
Supplier Manager to review & further discuss commitments	
8. Review Top Joint Target Opportunities	**Five Weeks**
Top 10 Local Contracts	
Review top U.S. Communities PPA's	
9. Web Development	
Initiate E-Commerce Conversation	**Two Weeks**
Product Upload to U.S. Communities site	**Five Weeks**
10. Sales Training & Roll Out	
Program Manager briefing - Coordinate with NAM	**Five Weeks**
Initial remote WebEx training for all sales - Coordinate with NAM	**Three Weeks**
Initiate contact with Advisory Board (AB) members	**Six Weeks**
Determine PM & Local Metro teams strategy sessions	**Six Weeks**
11. Marketing – see marketing deliverables checklist as reviewed with marketing contact	**Eight Weeks**
12. Agency Webinars	**Post Launch**

V. SUPPLIER INFORMATION

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

National Commitments

1. Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy and Sales) shown above in the Supplier Qualifications Section.

Company Overview

1. Provide the total number and location of sales persons employed by your company in the United States.

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	San Francisco	CA
10	Atlanta	GA
12	Boise	ID
6	Lexington	KY
5	New Orleans	LA
3	Philadelphia	PA
	Etc.	Etc.
Total: 366		

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

3. Explain how your company will educate its sales force about the Master Agreement.

4. Provide the company annual sales for 2015, 2016 and 2017 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2015, 2016, AND 2017			
Segment	**2015 Sales**	**2016 Sales**	**2017 Sales**
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. For the **proposed products and services included in the scope of your response**, provide annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2015, 2016, AND 2017			
Segment	**2015 Sales**	**2016 Sales**	**2017 Sales**
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

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

7. Please list any existing regional and/or national cooperative purchasing programs. Provide the entity's name(s), contract scope, contract term (including contract options) and annual volume by year for each of the last three years.

Order Processing and Distribution

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

2. How do you help Public Agencies assess their needs and decide on a scope of work for a project?

3. In what formats do you accept orders (telephone, ecommerce, etc.)?

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

5. Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.

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

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

8. Identify all other companies that will be involved in processing, handling or shipping the Products and Services to the end user.

9. Provide the number, size and location of your company's distribution facilities, warehouses, support centers and retail network (if applicable).

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

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

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

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

Marketing and Sales

1. Provide a detailed outline of your company's sales and marketing plan for marketing your offering to eligible agencies nationwide.

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

3. Please describe your sales goals if awarded the Master Agreement, including targeted dollar volume by year:

   $_____.00 in year one
   $_____.00 in year two
   $_____.00 in year three

National Staffing Plan

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in the New Supplier Implementation Checklist, above, along with the amount of time to be devoted to implementation.

2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

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

3. Provide an organizational chart of your company.

4. Submit a bio for each of the below personnel:

a. The person your company proposes to serve as the National Accounts Manager;

b. Each person that will have primary responsibility for U.S. Communities account management; and

c. Key executive personnel that will be supporting the program.

Products, Services and Solutions

1. Provide a description of how your offering meets the requirements set forth in Section 2 of the RFP. The primary objective is for each Supplier to provide its complete offering so that Participating Public Agencies may purchase a range of products and services as appropriate for their needs.

2. Please describe any training and educational programs you offer. This may include the ability to provide on-site or online training and educational seminars or technical knowledge.

3. Please provide any consulting services included in your offering. Examples include inventory solutions, emergency preparedness programs and design services.

4. State your normal delivery time (in days) and any options for expediting delivery, if applicable.

5. Please state your backorder policy.

6. Please state restocking fees and procedures for returning products.

Environmental

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

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

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

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

Financial Statements

1. Submit your latest Dun & Bradstreet report.

2. Please include an audited income statement and balance sheet from the most recent reporting period.

Additional Information

Please use this opportunity to describe any other offerings your organization can provide that you feel will give additional value and benefit to Participating Public Agencies.

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EXHIBIT 1

BIDSYNC REGISTRATION AND ELECTRONIC SUBMISSION REQUIREMENTS

BidSync.com Registration is FREE and REQUIRED for all vendors.

Register On-line at (https://www.bidsync.com).

Select Free Registration. Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

For assistance, please contact BidSync Vendor Support Department via phone or email, during regular business hours: 1-800-990-9339 or (agencysupport@BidSync.com).

BIDSYNC ELECTRONIC SUBMISSION INSTRUCTIONS

When submitting a response (proposal, quote or bid) electronically through BidSync, it is the sole responsibility of the supplier to ensure that the response is received by BidSync prior to the closing date and time. Each of the following steps in BidSync MUST be completed in order to place an offer:

A. Login to www.bidsync.com;
B. Locate the bid (solicitation) to which you are responding;
    a. Click the "Search" tab on the top left of the page;
    b. Enter keyword or bid (solicitation) number and click "Search";
C. Click on the "Bid title/description" to open the Bid (solicitation) Information Page;
D. "View and Accept" documents in the document section;
E. Select "Place Offer" found at the bottom of the page;
F. Enter your pricing, notes, other required information, and upload attachments to this page;
G. Click "Submit" at the bottom of the page;
H. Review Offer(s); and
I. Enter your password and click "Confirm".

Note that the final step in submitting a response involves the supplier's acknowledgement that the information and documents entered into the BidSync system are accurate and represent the supplier's actual proposal, quote or bid. This acknowledgement is registered in BidSync when the supplier clicks "Confirm". BidSync will post a notice that the offer has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted. Be aware that entering information and uploading documents into BidSync may take considerable time. Please allow sufficient time to complete the online forms and upload documents. Suppliers should not wait until the last minute to submit a response. It is recommended that

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suppliers submit responses a minimum of 24 hours prior to the closing deadline. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

Responses submitted in BidSync are completely secure. No one (including County purchasing staff) can see responses until after the deadline. Suppliers may modify or change their response at any time prior to the closing deadline. However, all modifications or changes must be completed and acknowledged (Confirm) in the BidSync system prior to the deadline. BidSync will post a notice that the modification/change (new offer) has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted. If you have not been asked to enter your password and click Save to save your response, your offer has not been updated.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

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EXHIBIT 2

SAMPLE TRANSMITTAL LETTER

(To be typed on the letterhead of Offeror)

Maricopa County
Office of Procurement Services
320 West Lincoln Street
Phoenix, Arizona 85003-2494

Re: 180233-RFP, ORACLE PRODUCTS AND SERVICES

To Whom It May Concern:

(NAME OF COMPANY) (Herein referred to as the "RESPONDENT"), hereby submits its response to your Request for Proposal dated _____, and agrees to perform as proposed in their proposal, if awarded the contract. The Respondent shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before _____ if you should desire to accept this proposal.

Very truly yours,

_____
NAME (please print)

_____
SIGNATURE

_____
TITLE (please print)

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EXHIBIT 3

OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY

1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.

2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): (www.gsa.gov).

2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.

2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.

3.0 Commercial air travel shall be reimbursed as follows:

3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.

3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.

3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.

4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.

4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase this coverage.

4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)

4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.

4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.

4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.

5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.

7.0 Contractor shall provide, (upon request) with their invoice(s), copies of receipts supporting travel and per diem expenses, and if applicable with a copy of the written consent issued by the Contract Administrator. No travel and per diem expenses shall be paid by County without copies of the written consent as described in this policy and copies of all receipts.

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EXHIBIT 4

DRAFT CONTRACT

SEE WORD FILE 180233-EXHIBIT 4 DRAFT CONTRACT

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EXHIBIT 5
INSURANCE CERTIFICATE EXAMPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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EXHIBIT 6

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

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

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

1. That each party will facilitate the cooperative procurement of Products and Services.

2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.

3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services.

5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

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6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.

8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.

9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.

10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

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EXHIBIT 7

ADMINISTRATION AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL TERMS AND CONDITIONS

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

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

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

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

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

ARTICLE II

TERM OF AGREEMENT

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

ARTICLE III

REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities' Representations and Covenants.

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

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

3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such

representations and covenants are sometimes referred to as "Supplier's Commitments" and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) **Corporate Commitment**.

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

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

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

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

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

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

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

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

(b) **Pricing Commitment**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

PRICING AUDITS

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

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in

the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

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

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

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

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

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

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

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ARTICLE VI

MISCELLANEOUS

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

6.2 Assignment.

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

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

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

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

Supplier:
_____
_____
_____
_____
Attn: U.S. Communities Program Manager

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

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

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

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

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional

remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

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

[*Remainder of Page Intentionally Left Blank – Signatures Follow*]

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: Kevin Juhring

Title: President

Supplier:

_____

By _____

Name: _____

Title: _____

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SALES REPORT FORMAT

Appendix B - US (Data Format)

Sales Report Template

TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	178	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1525.50
956000222	178	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2015	3	1	1603.64
956000735	178	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1625.05
956000735	178	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	45090.79
066002010	178	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2015	3	1	318.00
066001854	178	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2015	3	1	212.00

SALES REPORT DATA FORMAT

Column Name	Required	Data Type	Length	Example	Comment
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below
Account No.	Yes	Text	25 max	Depends on supplier account no.	
Agency Name	Yes	Text	255 max	Los Angeles County	
Dept Name	Optional	Text	255 max	Purchasing Dept	
Address	Yes	Text	255 max		
City	Yes	Text	255 max	Los Angeles	Must be a valid City name
State	Yes	Text	2	CA	
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Yes	Number	2	30	See Agency Type Table Below
Year	Yes	Number	4	2010	
Qtr	Yes	Number	1	4	
Month	Yes	Number	2	12	
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no $ sign or commas

Agency Type Table

Agency Type ID	Agency Type Description
10	K-12
11	Community College
12	College and University
20	City
21	City Special District
22	Consolidated City/County
30	County
31	County Special District
40	Federal
41	Crown Corporations
50	Housing Authority
80	State Agency
81	Independent Special District
82	Non-Profit
84	Other

EXHIBIT 8

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EXHIBIT 8

STATE NOTICE ADDENDUM

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

Nationwide:

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

Other states:

State of Oregon, State of Hawaii, State of Washington

AgencyName	State
Malama Honua Public Charter School	HI
ST JOHN THE BAPTIST	HI
Waimanalo Elementary and Intermediate School	HI
Kailua High School	HI
PACIFIC BUDDHIST ACADEMY	HI
HAWAII TECHNOLOGY ACADEMY	HI
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI
MARYKNOLL SCHOOL	HI
ISLAND SCHOOL	HI
STATE OF HAWAII, DEPT. OF EDUCATION	HI
KE KULA O S. M. KAMAKAU	HI
KAMEHAMEHA SCHOOLS	HI
HANAHAU`OLI SCHOOL	HI
KIHEI CHARTER SCHOOL	HI
EMMANUAL LUTHERAN SCHOOL	HI
School Lunch Program	HI
Ewa Makai Middle School	HI
Variety School of Hawaii	HI
Our Savior Lutheran School	HI
Maui Police Department	HI
BOARD OF WATER SUPPLY	HI
MAUI COUNTY COUNCIL	HI
Kauai County Council	HI
Honolulu Fire Department	HI
COUNTY OF MAUI	HI
DEPARTMENT OF EDUCATION	HI
Lanai Community Health Center	HI
Maui High Band Booster Club	HI
Big Brothers Big Sisters	HI
Tri-Isle Resource Conservation and Development District	HI
Manoa Heritage Center	HI
Olanur	HI
Kumulani Chapel	HI
Chamber of Commerce Hawaii	HI
Naalehu Assembly of God	HI
outrigger canoe club	HI
One Kalakaua	HI
Native Hawaiian Hospitality Association	HI
Islands Hospice Inc	HI
St. Theresa School	HI
Hawaii Peace and Justice	HI
Kauai Youth Basketball Association	HI
NA HALE O MAUI	HI
LEEWARD HABITAT FOR HUMANITY	HI
WAIANAE COMMUNITY OUTREACH	HI
NA LEI ALOHA FOUNDATION	HI
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	HI
BUILDING INDUSTRY ASSOCIATION OF HAWAII	HI

EXHIBIT 8

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UNIVERSITY OF HAWAII FEDERAL CREDIT UNION	HI
LANAKILA REHABILITATION CENTER INC.	HI
POLYNESIAN CULTURAL CENTER	HI
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	HI
BISHOP MUSEUM	HI
ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	HI
ASSOSIATION OF OWNERS OF KUKUI PLAZA	HI
MAUI ECONOMIC DEVELOPMENT BOARD	HI
NETWORK ENTERPRISES, INC.	HI
HONOLULU HABITAT FOR HUMANITY	HI
ALOHACARE	HI
ORI ANUENUE HALE, INC.	HI
IUPAT, DISTRICT COUNCIL 50	HI
GOODWILL INDUSTRIES OF HAWAII, INC.	HI
HAROLD K.L. CASTLE FOUNDATION	HI
MAUI ECONOMIC OPPORTUNITY, INC.	HI
EAH, INC.	HI
PARTNERS IN DEVELOPMENT FOUNDATION	HI
HABITAT FOR HUMANITY MAUI	HI
W. M. KECK OBSERVATORY	HI
HAWAII EMPLOYERS COUNCIL	HI
HAWAII STATE FCU	HI
MAUI COUNTY FCU	HI
PUNAHOU SCHOOL	HI
YMCA OF HONOLULU	HI
EASTER SEALS HAWAII	HI
AMERICAN LUNG ASSOCIATION	HI
Pohaha I Ka Lani	HI
Hawaii Area Committee	HI
Tri-Isle RC&D	HI
Lanai Federal Credit Union	HI
Hawaii Bicycling League	HI
Aloha United Way	HI
Kipuka o Ke Ola	HI
READ TO ME INTERNATIONAL FOUNDATION	HI
MAUI FAMILY YMCA	HI
WAILUKU FEDERAL CREDIT UNION	HI
ST. THERESA CHURCH	HI
HALE MAHAOLU	HI
West Maui Community Federal Credit Union	HI
Hawaii Island Humane Society	HI
Western Pacific Fisheries Council	HI
Kama'aina Care Inc	HI
International Archaeological Research Institute, Inc.	HI
Community Empowerment Resources	HI
Tutu and Me Traveling Preschool	HI
First United Methodist Church	HI
United Chinese Society	HI
Haggai Institue	HI
St. Francis Healthcare System	HI
AOAO Royal Capitol Plaza	HI
Kumpang Lanai	HI
Child and Family Service	HI
MARINE SURF WAIKIKI, INC.	HI
Hawaii Health Connector	HI
Hawaii Carpenters Market Recovery Program Fund	HI
Maui Aids Foundation Inc	HI
Pukalani Baptist Church	HI
Puu Heleakala Community Association	HI
Saint Louis School	HI
Kailua Racquet Club, Ltd.	HI
Homewise Inc.	HI
Hawaii Baptist Academy	HI
Kroc Center Hawaii	HI
Kupu	HI
University of the Nations	HI
ARGOSY UNIVERSITY	HI
HAWAII PACIFIC UNIVERSITY	HI
UNIVERSITY OF HAWAII AT MANOA	HI
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	HI
BRIGHAM YOUNG UNIVERSITY - HAWAII	HI
Kauai Community College	HI
University Clinical Research and Association	HI

EXHIBIT 8

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Hawaii Medical College	HI
CHAMINADE UNIVERSITY OF HONOLULU	HI
Ricoh	HI
ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII	HI
Hawaii Information Consortium	HI
Leeward Community Church	HI
E Malama In Keiki O Lanai	HI
Keawala'i Congregational Church	HI
Lanai Community Hospital	HI
Angels at Play Preschool & Kindergarten	HI
Queen Emma Gardens AOAO	HI
FAMILY SUPPORT SERVICES OF WEST HAWAII	HI
Tetrahedron Sourcing	HI
Honolulu Community College	HI
COLLEGE OF THE MARSHALL ISLANDS	HI
DOT Airports Division Hilo International Airport	HI
Judiciary - State of Hawaii	HI
ADMIN. SERVICES OFFICE	HI
SOH- JUDICIARY CONTRACTS AND PURCH	HI
STATE DEPARTMENT OF DEFENSE	HI
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY	HI
HAWAII HEALTH SYSTEMS CORPORATION	HI
HAWAII AGRICULTURE RESEARCH CENTER	HI
STATE OF HAWAII	HI
Third Judicial Circuit - State of Hawaii	HI
State of Hawaii Department of Transportation	HI
Office of the Governor	HI
State of Hawaii-Department of Health-Disability & Communication Access	HI
State of Hawaii Department of Human Services	HI
CITY AND COUNTY OF HONOLULU	HI
Lanai Youth Center	HI
Silver Dolphin Bistro	HI
Commander, Navy Region Hawaii	HI
US Navy	HI
Defense Information System Agency	HI
84th Engineer Battalion	HI
Department of Veterans Affairs	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
Honomu	HI
Hoolehua	HI
Kaaawa	HI
Kahuku	HI
Kahului	HI
Kailua	HI
Kailua Kona	HI
Kalaheo	HI
Kalaupapa	HI

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Kamuela	HI	Pearl Harbor	HI
Kaneohe	HI	Pepeekeo	HI
Kapaa	HI	Princeville	HI
Kapaau	HI	Pukalani	HI
Kapolei	HI	Puunene	HI
Kaumakani	HI	Schofield Barracks	HI
Kaunakakai	HI	Tripler Army Medical Center	HI
Kawela Bay	HI	Volvano	HI
Keaau	HI	Wahiawa	HI
Kealakekua	HI	Waialua	HI
Kealia	HI	Waianae	HI
Keauhou	HI	Waikoloa	HI
Kekaha	HI	Wailuku	HI
Kihei	HI	Waimanalo	HI
Kilauea	HI	Waimea	HI
Koloa	HI	Waipahu	HI
Kualapuu	HI	Wake Island	HI
Kula	HI	Wheeler Army Airfield	HI
Kunia	HI	Brigham Young University - Hawaii	HI
Kurtistown	HI	Chaminade University of Honolulu	HI
Lahaina	HI	Hawaii Business College	HI
Laie	HI	Hawaii Pacific University	HI
Lanai City	HI	Hawaii Technology Institute	HI
Laupahoehoe	HI	Heald College - Honolulu	HI
Lawai	HI	Remington College - Honolulu Campus	HI
Lihue	HI	University of Phoenix - Hawaii Campus	HI
M C B H Kaneohe Bay	HI	Hawaii Community College	HI
Makawao	HI	Honolulu Community College	HI
Makaweli	HI	Kapiolani Community College	HI
Maunaloa	HI	Kauai Community College	HI
Mililani	HI	Leeward Community College	HI
Mountain View	HI	Maui Community College	HI
Naalehu	HI	University of Hawaii at Hilo	HI
Ninole	HI	University of Hawaii at Manoa	HI
Ocean View	HI	Windward Community College	HI
Ookala	HI	Canby School District No 86	OR
Paauhau	HI	Central School District 13J (Polk	
Paauilo	HI	County, Oregon)	OR
Pahala	HI	Milton-Freewater Unified School	
Pahoa	HI	District No 7	OR
Paia	HI	Scappoose Adventist School	OR
Papaaloa	HI	COLUMBIA CHRISTIAN SCHOOL	OR
Papaikou	HI	Ontario School District 8C	OR
Pearl City	HI	Trillium Charter School	OR

EXHIBIT 8

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Echo School District	OR
Warrenton Hammond School	OR
Phoenix-Talent Schools	OR
Immanuel Lutheran School	OR
The Emerson School	OR
Columbia Academy	OR
VALLEY CATHOLIC SCHL	OR
CROOK COUNTY SCHOOL DISTRICT	OR
CORBETT SCHL DIST #39	OR
Trinity Lutheran Church and School	OR
Bethel School District #52	OR
OREGON CITY PUBLIC SCHL	OR
Ppmc Education Committee	OR
Stayton Christian School	OR
South Columbia Family School	OR
Sunrise Preschool	OR
St. Therese Parish/School	OR
PINE-EAGLE SCHOOL DISTRICT 061	OR
Portland YouthBuilders	OR
Wallowa County ESD	OR
Fern Ridge School District 28J	OR
Knova Learning	OR
Jackson County School District No. 5	OR
New Horizon Christian School	OR
MOLALLA RIVER ACADEMY	OR
HIGH DESERT EDUCATION SERVICE DISTRICT	OR
St. Luke Catholic School	OR
SOUTHWEST CHARTER SCHOOL	OR
WHITEAKER MONTESSORI SCHOOL	OR
CASCADES ACADEMY OF CENTRAL OREGON	OR
NEAH-KAH-NIE DISTRICT NO.56	OR
INTER MOUNTAIN ESD	OR
STANFIELD SCHOOL DISTRICT	OR
LA GRANDE SCHOOL DISTRICT	OR
CASCADE SCHOOL DISTRICT	OR
DUFUR SCHOOL DISTRICT NO.29	OR
hillsboro school district	OR
GASTON SCHOOL DISTRICT 511J	OR
BEAVERTON SCHOOL DISTRICT	OR
COUNTY OF YAMHILL SCHOOL DISTRICT 29	OR
WILLAMINA SCHOOL DISTRICT	OR
MCMINNVILLE SCHOOL DISTRICT NO.40	OR
Sheridan School District 48J	OR
THE CATLIN GABEL SCHOOL	OR
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	OR
CENTRAL CATHOLIC HIGH SCHOOL	OR
CANYONVILLE CHRISTIAN ACADEMY	OR
OUR LADY OF THE LAKE SCHOOL	OR
NYSSA SCHOOL DISTRICT NO. 26	OR
ARLINGTON SCHOOL DISTRICT NO. 3	OR
LIVINGSTONE ADVENTIST ACADEMY	OR
Santiam Canyon SD 129J	OR
WEST HILLS COMMUNITY CHURCH	OR
BANKS SCHOOL DISTRICT	OR
WILLAMETTE EDUCATION SERVICE DISTRICT	OR
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	OR
HARNEY EDUCATION SERVICE DISTRICT	OR
GREATER ALBANY PUBLIC SCHOOL DISTRICT	OR
LAKE OSWEGO SCHOOL DISTRICT 7J	OR
SOUTHERN OREGON EDUCATION SERVICE DISTRICT	OR
SILVER FALLS SCHOOL DISTRICT	OR
St Helens School District	OR
DAYTON SCHOOL DISTRICT NO.8	OR
Amity School District 4-J	OR
SCAPPOOSE SCHOOL DISTRICT 1J	OR
REEDSPORT SCHOOL DISTRICT	OR
FOREST GROVE SCHOOL DISTRICT	OR
DAVID DOUGLAS SCHOOL DISTRICT	OR
LOWELL SCHOOL DISTRICT NO.71	OR
TIGARD-TUALATIN SCHOOL DISTRICT	OR
SHERWOOD SCHOOL DISTRICT 88J	OR
RAINIER SCHOOL DISTRICT	OR
NORTH CLACKAMAS SCHOOL DISTRICT	OR
MONROE SCHOOL DISTRICT NO.1J	OR
CHILDPEACE MONTESSORI	OR
HEAD START OF LANE COUNTY	OR
HARNEY COUNTY SCHOOL DIST. NO.3	OR
NESTUCCA VALLEY SCHOOL DISTRICT NO.101	OR

EXHIBIT 8

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ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	OR
LEBANON COMMUNITY SCHOOLS NO.9	OR
MT.SCOTT LEARNING CENTERS	OR
SEVEN PEAKS SCHOOL	OR
DE LA SALLE N CATHOLIC HS	OR
MULTISENSORY LEARNING ACADEMY	OR
MITCH CHARTER SCHOOL	OR
REALMS CHARTER SCHOOL	OR
BAKER SCHOOL DISTRICT 5-J	OR
PHILOMATH SCHOOL DISTRICT	OR
CLACKAMAS EDUCATION SERVICE DISTRICT	OR
CANBY SCHOOL DISTRICT	OR
OREGON TRAIL SCHOOL DISTRICT NO.46	OR
WEST LINN WILSONVILLE SCHOOL DISTRICT	OR
MOLALLA RIVER SCHOOL DISTRICT NO.35	OR
ESTACADA SCHOOL DISTRICT NO.108	OR
GLADSTONE SCHOOL DISTRICT	OR
ASTORIA SCHOOL DISTRICT 1C	OR
SEASIDE SCHOOL DISTRICT 10	OR
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	OR
VERNONIA SCHOOL DISTRICT 47J	OR
SOUTH COAST EDUCATION SERVICE DISTRICT	OR
COOS BAY SCHOOL DISTRICT NO.9	OR
COOS BAY SCHOOL DISTRICT	OR
NORTH BEND SCHOOL DISTRICT 13	OR
COQUILLE SCHOOL DISTRICT 8	OR
MYRTLE POINT SCHOOL DISTRICT NO.41	OR
BANDON SCHOOL DISTRICT	OR
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	OR
REDMOND SCHOOL DISTRICT	OR
DESCHUTES COUNTY SD NO.6 - SISTERS SD	OR
DOUGLAS EDUCATION SERVICE DISTRICT	OR
ROSEBURG PUBLIC SCHOOLS	OR
GLIDE SCHOOL DISTRICT NO.12	OR
SOUTH UMPQUA SCHOOL DISTRICT #19	OR
YONCALLA SCHOOL DISTRICT NO.32	OR
ELKTON SCHOOL DISTRICT NO.34	OR
DOUGLAS COUNTY SCHOOL DISTRICT 116	OR
HOOD RIVER COUNTY SCHOOL DISTRICT	OR
PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR
CENTRAL POINT SCHOOL DISTRICT NO. 6	OR
JACKSON CO SCHOOL DIST NO.9	OR
ROGUE RIVER SCHOOL DISTRICT NO.35	OR
MEDFORD SCHOOL DISTRICT 549C	OR
CULVER SCHOOL DISTRICT NO.	OR
JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR
GRANTS PASS SCHOOL DISTRICT 7	OR
LOST RIVER JR/SR HIGH SCHOOL	OR
KLAMATH FALLS CITY SCHOOLS	OR
LANE COUNTY SCHOOL DISTRICT 4J	OR
SPRINGFIELD SCHOOL DISTRICT NO.19	OR
CRESWELL SCHOOL DISTRICT	OR
SOUTH LANE SCHOOL DISTRICT 45J3	OR
LANE COUNTY SCHOOL DISTRICT 69	OR
SIUSLAW SCHOOL DISTRICT	OR
SWEET HOME SCHOOL DISTRICT NO.55	OR
LINN CO. SCHOOL DIST. 95C - SCIO SD	OR
ONTARIO MIDDLE SCHOOL	OR
GERVAIS SCHOOL DIST. #1	OR
NORTH SANTIAM SCHOOL DISTRICT 29J	OR
JEFFERSON SCHOOL DISTRICT	OR
SALEM-KEIZER PUBLIC SCHOOLS	OR
MT. ANGEL SCHOOL DISTRICT NO.91	OR
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	OR
MORROW COUNTY SCHOOL DISTRICT	OR
MULTNOMAH EDUCATION SERVICE DISTRICT	OR
GRESHAM-BARLOW SCHOOL DISTRICT	OR
DALLAS SCHOOL DISTRICT NO. 2	OR
CENTRAL SCHOOL DISTRICT 13J	OR
St. Mary Catholic School	OR

EXHIBIT 8

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CROSSROADS CHRISTIAN SCHOOL	OR	Tillamook School District	OR
ST. ANTHONY SCHOOL	OR	Madeleine School	OR
Pedee School	OR	Union School District	OR
HERITAGE CHRISTIAN SCHOOL	OR	Helix School District	OR
BEND-LA PINE SCHOOL DISTRICT	OR	Riddle School District	OR
GLENDALE SCHOOL DISTRICT	OR	Helix School Dist #1 R	OR
LINCOLN COUNTY SCHOOL DISTRICT	OR	Prospect School District	OR
PORTLAND PUBLIC SCHOOLS	OR	Ashbrook Independent School	OR
REYNOLDS SCHOOL DISTRICT	OR	Molalla River School District	OR
CENTENNIAL SCHOOL DISTRICT	OR	Corvallis School District 509J	OR
NOBEL LEARNING COMMUNITIES	OR	Falls City School District #57	OR
St. Stephen's Academy	OR	Portland Christian Schools	OR
McMinnville Adventist Christian School	OR	LUCKIAMUTE VALLEY CHARTER SCHOOLS	OR
Salem-Keizer 24J	OR		
McKay High School	OR	Insight School of Oregon Painted Hills	OR
Pine Eagle Charter School	OR	Deer Creek Elementary School	OR
Bend-La Pine Schools	OR	Yamhill Carlton School District	OR
Waldo Middle School	OR	COLTON SCHL DIST 53	OR
OAKLAND SCHOOL DISTRICT 001	OR	ASHLAND PUBLIC SCHLS	OR
hermiston school district	OR	HARRISBURG SCHL DIST	OR
Clear Creek Middle School	OR	CENTRAL CURRY SCHL DIST#1	OR
Marist High School	OR	BNAI BRITH CAMP	OR
Victory Academy	OR	OREGON FOOD BANK	OR
Vale School District No. 84	OR	HOSANNA CHRISTIAN SCHL	OR
St. Mary School	OR	ABIQUA SCHL	OR
Junction City High School	OR	Auxiliary services	OR
Three Rivers School District	OR	Salem keizar school district	OR
Fern Ridge School District	OR	Scio High School	OR
JESUIT HIGH SCHL EXEC OFC	OR	Athena Weston School District 29RJ	OR
LASALLE HIGH SCHOOL	OR	Butte Falls School District	OR
Southwest Christian School	OR	Bend International School	OR
Willamette Christian School	OR	Imbler School District #11	OR
Westside Christian High School	OR	monument school	OR
CS LEWIS ACADEMY	OR	PENDLETON SCHOOL DISTRICT #16R	OR
Portland America School	OR	Ohara Catholic School	OR
Forest Hills Lutheran School	OR	MARCOLA SCHOOL DISTRICT 079J	OR
Mosier Community School	OR	LINN-BENTON-LINCOLN ESD	OR
Koreducators Lep High	OR	Reynolds High School	OR
Warrenton Hammond School District	OR	St. Paul School District	OR
Sutherlin School District	OR	Sabin-Schellenberg Technical Center	OR
Malheur Elementary School District	OR	St Paul Parish School	OR
Ontario School District	OR	Joseph School District	OR
Parkrose School District 3	OR	EagleRidge High School	OR
Riverdale School District 51J	OR	Grant Community School	OR

EXHIBIT 8

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Oak Hill School	OR
Hope chinese charter	OR
Northwest Academy	OR
Sunny Wolf Charter School	OR
MCKENZIE SCHOOL DISTRICT 068	OR
L'Etoiile French Immersion School	OR
LA GRANDE SCHOOL DISTRICT 001	OR
FOSSIL SCHOOL DISTRICT 21J	OR
Marist Catholic High School	OR
Springfield Public Schools	OR
Elgin school dist.	OR
French American International School	OR
PLEASANT HILL SCH DIST #1	OR
Ukiah School District 80R	OR
Lake Oswego Montessori School	OR
North Powder Charter School	OR
Siletz Valley School	OR
WINSTON-DILLARD SCHOOL DISTRICT 116	OR
ALLIANCE CHARTER ACADEMY	OR
French American School	OR
Mastery Learning Institute	OR
North Lake School District 14	OR
Early College High School	OR
Klamath County Fire District No. 1	OR
Washington County Consolidated Communications Agency	OR
GILLIAM COUNTY OREGON	OR
UMATILLA COUNTY, OREGON	OR
LANE ELECTRIC COOPERATIVE	OR
DOUGLAS ELECTRIC COOPERATIVE, INC.	OR
MULTNOMAH LAW LIBRARY	OR
clackamas county	OR
CLATSOP COUNTY	OR
COLUMBIA COUNTY, OREGON	OR
coos county	OR
CROOK COUNTY ROAD DEPARTMENT	OR
CURRY COUNTY OREGON	OR
DESCHUTES COUNTY	OR
GILLIAM COUNTY	OR
GRANT COUNTY, OREGON	OR
HARNEY COUNTY SHERIFFS OFFICE	OR
HOOD RIVER COUNTY	OR
jackson county	OR
josephine county	OR
klamath county	OR
LANE COUNTY	OR
LINN COUNTY	OR
MARION COUNTY , SALEM, OREGON	OR
MULTNOMAH COUNTY	OR
SHERMAN COUNTY	OR
WASCO COUNTY	OR
YAMHILL COUNTY	OR
WALLOWA COUNTY	OR
ASSOCIATION OF OREGON COUNTIES	OR
NAMI LANE COUNTY	OR
BENTON COUNTY	OR
DOUGLAS COUNTY	OR
JEFFERSON COUNTY	OR
LAKE COUNTY	OR
LINCOLN COUNTY	OR
POLK COUNTY	OR
UNION COUNTY	OR
WASHINGTON COUNTY	OR
MORROW COUNTY	OR
Mckenzie Personnel Services	OR
Washington County Facilities & Park Services	OR
Multnomah County Department of Community Justice	OR
NORCOR Juvenile Detention	OR
Tillamook County Estuary	OR
Job Council	OR
BAKER CNTY GOVT	OR
TILLAMOOK CNTY	OR
CLACKAMS COUNTY COMMUNITY CORRECTIONS	OR
Multnomah County Dept of County Assets	OR
Wheeler County	OR
Clackamas County Service District # 1/Tri-City Service District	OR
Resource Connections of Oregon	OR
Lane County Sheriff's Office	OR
Clatsop County Sheriff's Office	OR
Harney County Community Corrections	OR
Grant County Economic Developement	OR

EXHIBIT 8

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Baker County	OR
Josephine County Public Works	OR
Clackamas County Juvenile Dept	OR
Columbia Basin Care Facility	OR
Clackamas County Disaster Management	OR
City of Seaside Police Department	OR
Best Care Treatment Center	OR
Boys & Girls Clubs of Emerald Valley	OR
MSB	OR
Church of Christ	OR
GWPMS	OR
Operation Christmas	OR
Dove Medical	OR
Literary Expectations dba Moore Academy	OR
Love Thy Neighbor services	OR
Tamarack Aquatic Center	OR
Seven Feathers Casino	OR
Direction Service, Inc.	OR
Oliver P Lent PTA	OR
Kairos	OR
Willamette Valley Rehab Center	OR
St Paul Baptist Church	OR
Long Tom Watershed Council	OR
San Martin Deporres Catholic Church	OR
Portland Parks Foundation	OR
Sweet Home United Methodist Church	OR
Math Learning Center, The	OR
Maranatha Church	OR
Cedar Hills Baptist Church	OR
Good Samaritan Ministries	OR
New Hope Christain College	OR
Unitarian Universalist Church in Eugene	OR
Emmanuel Bible Church	OR
Portland Community Media	OR
La Pine Chamber of Commerce	OR
Stone Creek Christian Church	OR
Rogue Valley Youth Football	OR
Bend Elks Lodge 1371	OR
Friendly House, Inc.	OR
Klamath Siskiyou Wildlands Center	OR
Grace Christian Fellowship	OR
Reliance eHealth Collaborative	OR
Wild Rogue Youth Foundation, Inc.	OR
Grants Pass Seventh-day Adventist Church	OR
Corvallis Waldorf School	OR
Farmworkers Housing Development Corporation	OR
World Forestry Center	OR
Adapt	OR
Kid Time	OR
Oregon Farm Bureau	OR
Mt Emily Safe Center	OR
Salem First Presbyterian Church	OR
Rolling Hills Baptist Church	OR
Baker Elks	OR
Gates Community Church of Christ	OR
PIP Corps LLC	OR
Turtle Ridge Wildlife Center	OR
Grande Ronde Model Watershed Foundation	OR
Western Environmental Law Center	OR
Oregon District 7 Little League	OR
Mercy Flights, Inc.	OR
Metropolitan Contractor Improvement Partnership	OR
The Christian Church of Hillsboro Oregonb	OR
Congregation Neveh Shalom	OR
My Fathers House	OR
Step Forward Activities Inc	OR
HHoly Trinity Greek Orthodox Cathedral	OR
MECOP Inc.	OR
Workforce Northwest Inc	OR
Lane Arts Council	OR
Building Healthy Family	OR
Intergral Youth Services	OR
Children Center At Trinity	OR
OUR SAVIOR'S LUTHERAN CHURCH	OR
Beaverton Christians Church	OR
Oregon Humanities	OR
St. Pius X School	OR
Community Connection of Northeast Oregon, Inc.	OR

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St Mark Presbyterian Church	OR
Living Opportunities, Inc.	OR
Coos Art Museum	OR
OETC	OR
Blanchet House of Hospitality	OR
Garten Services Inc	OR
Incite Incorporated	OR
Merchants Exchange of Portland, Oregon	OR
Coalition for a Livable Future	OR
West Salem United Methodist	OR
Rogue River Watershed Council	OR
Central Oregon Visitors Association	OR
Soroptimist International of Gold Beach, OR	OR
Real Life Christian Church	OR
Milwaukie-Portland Lodge No.142 Benevolent and Protective Order of Elk	OR
Mainstage Theatre Company	OR
Dayton Christian Church	OR
Delphian School	OR
AVON	OR
EPUD-Emerald People's Utility District	OR
Human Solutions, Inc.	OR
The Wallace Medical Concern	OR
Boys & Girls Club of Salem, Marion & Polk Counties	OR
The Ross Ragland Theater and Cultural Center	OR
Girl Scouts of Oregon and SW Washington, Inc.	OR
Cedar Sinai Park-Robison Jewish Healthcare	OR
Cascade Health Solutions	OR
Umpqua Community Health Center	OR
ALZHEIMERS NETWORK OF OREGON	OR
NATIONAL WILD TURKEY FEDERATION	OR
TILLAMOOK ESTUARIES PARTNERSHIP	OR
LIFEWORKS NW	OR
Independent Development Enterprise Alliance	OR
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	OR
HALFWAY HOUSE SERVICES, INC.	OR
REDMOND PROFICIENCY ACADEMY	OR
OHSU FOUNDATION	OR
SHELTERCARE	OR
PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR
PACIFIC INSTITUTES FOR RESEARCH	OR
Mental Health for Children, Inc.	OR
The Dreaming Zebra Foundation	OR
LAUREL HILL CENTER	OR
THE OREGON COMMUNITY FOUNDATION	OR
OCHIN	OR
WE CARE OREGON	OR
SE WORKS	OR
ENTERPRISE FOR EMPLOYMENT AND EDUCATION	OR
OMNIMEDIX INSTITUTE	OR
PORTLAND BUSINESS ALLIANCE	OR
GATEWAY TO COLLEGE NATIONAL NETWORK	OR
FOUNDATIONS FOR A BETTER OREGON	OR
GOAL ONE COALITION	OR
ATHENA LIBRARY FRIENDS ASSOCIATION	OR
Coastal Family Health Center	OR
CENTER FOR COMMUNITY CHANGE	OR
STAND FOR CHILDREN	OR
ST. VINCENT DEPAUL OF LANE COUNTY	OR
EAST SIDE FOURSQUARE CHURCH	OR
CORVALLIS MOUNTAIN RESCUE UNIT	OR
InventSuccess	OR
SHERIDAN JAPANESE SCHOOL FOUNDATION	OR
The Blosser Center for Dyslexia Resources	OR
MOSAIC CHURCH	OR
HOUSING AUTHORITY OF LINCOLN COUNTY	OR
RENEWABLE NORTHWEST PROJECT	OR
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OR
CONSERVATION BIOLOGY INSTITUTE	OR
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.	OR

EXHIBIT 8

SERIAL 180233-RFP

BLACHLY LANE ELECTRIC COOPERATIVE	OR
MORNING STAR MISSIONARY BAPTIST CHURCH	OR
NORTHWEST FOOD PROCESSORS ASSOCIATION	OR
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	OR
OREGON EDUCATION ASSOCIATION	OR
HEARING AND SPEECH INSTITUTE INC	OR
SALEM ELECTRIC	OR
MORRISON CHILD AND FAMILY SERVICES	OR
JUNIOR ACHIEVEMENT	OR
CENTRAL BIBLE CHURCH	OR
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL	OR
TRILLIUM FAMILY SERVICES, INC.	OR
YWCA SALEM	OR
PORTLAND ART MUSEUM	OR
SAINT JAMES CATHOLIC CHURCH	OR
SOUTHERN OREGON HUMANE SOCIETY	OR
VOLUNTEERS OF AMERICA OREGON	OR
CENTRAL DOUGLAS COUNTY FAMILY YMCA	OR
METROPOLITAN FAMILY SERVICE	OR
OREGON MUSUEM OF SCIENCE AND INDUSTRY	OR
FIRST UNITARIAN CHURCH	OR
ST. ANTHONY CHURCH	OR
Good Shepherd Medical Center	OR
Salem Academy	OR
GEN CONF OF SDA CHURCH WESTERN OR	OR
PORTLAND ADVENTIST ACADEMY	OR
ST VINCENT DE PAUL	OR
OUTSIDE IN	OR
UNITED CEREBRAL PALSY OF OR AND SW WA	OR
WILLAMETTE VIEW INC.	OR
PORTLAND HABILITATION CENTER, INC.	OR
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR
ROSE VILLA, INC.	OR
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	OR
ROGUE FEDERAL CREDIT UNION	OR
Oregon Research Institute	OR
WILLAMETTE LUTHERAN HOMES, INC	OR
LANE MEMORIAL BLOOD BANK	OR
PORTLAND JEWISH ACADEMY	OR
LANECO FEDERAL CREDIT UNION	OR
GRANT PARK CHURCH	OR
ST. MARYS OF MEDFORD, INC.	OR
US CONFERENCE OF MENONNITE BRETHREN CHURCHES	OR
FAITHFUL SAVIOR MINISTRIES	OR
OREGON CITY CHURCH OF THE NAZARENE	OR
OREGON COAST COMMUNITY ACTION	OR
EDUCATION NORTHWEST	OR
COMMUNITY ACTION TEAM, INC.	OR
EUGENE SYMPHONY ASSOCIATION, INC.	OR
STAR OF HOPE ACTIVITY CENTER INC.	OR
SPARC ENTERPRISES	OR
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	OR
SALEM ALLIANCE CHURCH	OR
Lane Council of Governments	OR
FORD FAMILY FOUNDATION	OR
TRAILS CLUB	OR
NEWBERG FRIENDS CHURCH	OR
WOODBURN AREA CHAMBER OF COMMERCE	OR
CONTEMPORARY CRAFTS MUSEUM AND GALLERY	OR
CITY BIBLE CHURCH	OR
OREGON LIONS SIGHT & HEARING FOUNDATION	OR
PORTLAND WOMENS CRISIS LINE	OR
THE SALVATION ARMY - CASCADE DIVISION	OR
WILLAMETTE FAMILY	OR
WHITE BIRD CLINIC	OR

EXHIBIT 8

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GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	OR
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	OR
HOUSING NORTHWEST	OR
OREGON ENVIRONMENTAL COUNCIL	OR
MEALS ON WHEELS PEOPLE, INC.	OR
FAITH CENTER	OR
OREGON CHILD DEVELOPMENT COALITION	OR
Bob Belloni Ranch, Inc.	OR
GOOD SHEPHERD COMMUNITIES	OR
SACRED HEART CATHOLIC DAUGHTERS	OR
HELP NOW! ADVOCACY CENTER	OR
TENAS ILLAHEE CHILDCARE CENTER	OR
SUNRISE ENTERPRISES	OR
LOOKING GLASS YOUTH AND FAMILY SERVICES	OR
SERENITY LANE	OR
EAST HILL CHURCH	OR
LA GRANDE UNITED METHODIST CHURCH	OR
COAST REHABILITATION SERVICES	OR
Edwards Center Inc	OR
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	OR
NEW HOPE COMMUNITY CHURCH	OR
KLAMATH HOUSING AUTHORITY	OR
QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.	OR
SPONSORS, INC.	OR
COLUMBIA COMMUNITY MENTAL HEALTH	OR
ADDICTIONS RECOVERY CENTER, INC	OR
METRO HOME SAFETY REPAIR PROGRAM	OR
OREGON SUPPORTED LIVING PROGRAM	OR
SOUTH COAST HOSPICE, INC.	OR
ALLFOURONE/CRESTVIEW CONFERENCE CTR.	OR
The International School	OR
REBUILDING TOGETHER - PORTLAND INC.	OR
PENDLETON ACADEMIES	OR
PACIFIC FISHERY MANAGEMENT COUNCIL	OR
DOGS FOR THE DEAF, INC.	OR
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	OR
EMMAUS CHRISTIAN SCHOOL	OR
DELIGHT VALLEY CHURCH OF CHRIST	OR
SAINT CATHERINE OF SIENA CHURCH	OR
PORT CITY DEVELOPMENT CENTER	OR
VIRGINIA GARCIA MEMORIAL HEALTH CENTER	OR
CENTRAL CITY CONCERN	OR
CANBY FOURSQUARE CHURCH	OR
EMERALD PUD	OR
VERMONT HILLS FAMILY LIFE CENTER	OR
BENTON HOSPICE SERVICE	OR
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	OR
COMMUNITY CANCER CENTER	OR
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	OR
CASCADIA BEHAVIORAL HEALTHCARE	OR
WILD SALMON CENTER	OR
BROAD BASE PROGRAMS INC.	OR
SUNNYSIDE FOURSQUARE CHURCH	OR
TRAINING EMPLOYMENT CONSORTIUM	OR
RELEVANT LIFE CHURCH	OR
211INFO	OR
SONRISE CHURCH	OR
LIVING WAY FELLOWSHIP	OR
Women's Safety & Resource Center	OR
SEXUAL ASSAULT RESOURCE CENTER	OR
IRCO	OR
NORTHWEST YOUTH CORPS	OR
TILLAMOOK CNTY WOMENS CRISIS CENTER	OR
SECURITY FIRST CHILD DEVELOPMENT CENTER	OR
CLASSROOM LAW PROJECT	OR
YOUTH GUIDANCE ASSOC.	OR
PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND	OR

EXHIBIT 8

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ELMIRA CHURCH OF CHRIST	OR
JASPER MOUNTAIN	OR
ACUMENTRA HEALTH	OR
WORKSYSTEMS INC	OR
COVENANT CHRISTIAN HOOD RIVER	OR
OREGON DONOR PROGRAM	OR
NAMI OREGON	OR
OLIVET BAPTIST CHURCH	OR
SILVERTON AREA COMMUNITY AID	OR
CONFEDERATED TRIBES OF GRAND RONDE	OR
NEIGHBORIMPACT	OR
CATHOLIC COMMUNITY SERVICES	OR
NEW AVENUES FOR YOUTH INC	OR
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	OR
DECISION SCIENCE RESEARCH INSTITUTE, INC.	OR
WESTERN STATES CENTER	OR
HIV ALLIANCE, INC	OR
PARTNERSHIPS IN COMMUNITY LIVING, INC.	OR
FANCONI ANEMIA RESEARCH FUND INC.	OR
BLIND ENTERPRISES OF OREGON	OR
OREGON BALLET THEATRE	OR
SMART	OR
All God's Children International	OR
FARMWORKER HOUISNG DEV CORP	OR
UMPQUA COMMUNITY DEVELOPMENT CORPORATION	OR
REGIONAL ARTS AND CULTURE COUNCIL	OR
THE EARLY EDUCATION PROGRAM, INC.	OR
MACDONALD CENTER	OR
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.	OR
SELF ENHANCEMENT INC.	OR
FRIENDS OF THE CHILDREN	OR
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE	OR
COMMUNITY VETERINARY CENTER	OR
PORTLAND SCHOOLS FOUNDATION	OR
SUSTAINABLE NORTHWEST	OR
OREGON DEATH WITH DIGNITY	OR
BIRCH COMMUNITY SERVICES, INC.	OR
BAY AREA FIRST STEP, INC.	OR
OSLC COMMUNITY PROGRAMS	OR
EN AVANT, INC.	OR
ASHLAND COMMUNITY HOSPITAL	OR
NORTHWEST ENERGY EFFICIENCY ALLIANCE	OR
BONNEVILLE ENVIRONMENTAL FOUNDATION	OR
SUMMIT VIEW COVENANT CHURCH	OR
SALMON-SAFE INC.	OR
BETHEL CHURCH OF GOD	OR
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL	OR
SAINT ANDREW NATIVITY SCHOOL	OR
BARLOW YOUTH FOOTBALL	OR
SPOTLIGHT THEATRE OF PLEASANT HILL	OR
FAMILIES FIRST OF GRANT COUNTY, INC.	OR
TOUCHSTONE PARENT ORGANIZATION	OR
CANCER CARE RESOURCES	OR
CASCADIA REGION GREEN BUILDING COUNCIL	OR
SHERMAN DEVELOPMENT LEAGUE, INC.	OR
SCIENCEWORKS	OR
WORD OF LIFE COMMUNITY CHURCH	OR
SOCIAL VENTURE PARTNERS PORTLAND	OR
OREGON PROGRESS FORUM	OR
CENTER FOR RESEARCH TO PRACTICE	OR
WESTERN RIVERS CONSERVANCY	OR
UNITED WAY OF THE COLUMBIA WILLAMETTE	OR
EUGENE BALLET COMPANY	OR
EAST WEST MINISTRIES INTERNATIONAL	OR
SISKIYOU INITIATIVE	OR
EDUCATIONAL POLICY IMPROVEMENT CENTER	OR
North Pacific District of Foursquare Churches	OR

EXHIBIT 8

SERIAL 180233-RFP

CATHOLIC CHARITIES	OR
FIRST CHURCH OF THE NAZARENE	OR
WESTSIDE BAPTIST CHURCH	OR
Housing Development Center	OR
Hoodview Christian Church	OR
Child Evangelism Fellowship	OR
Little Promises Chlildren's Program	OR
UNION GOSPEL MISSION	OR
GRACE BAPTIST CHURCH	OR
COMMUNITY ACTION ORGANIZATION	OR
OUTSIDE IN	OR
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	OR
ELAW	OR
COMMUNITY HEALTH CENTER, INC	OR
Greater Portland INC	OR
Eugene Builders Exchange	OR
Boys & Girls Club of Corvallis	OR
Southeast Uplift Neighborhood Coalition	OR
First United Presbyterian Church	OR
PDX Wildlife	OR
Friends of the Opera House	OR
Jackson-Josephine 4-C Council	OR
North Coast Family Fellowship	OR
P E C I	OR
Childswork Learning Center	OR
Portland Schools Alliance	OR
New Artists Performing Arts Productions, Inc.	OR
Relief Nursery	OR
St. Mary's Episcopal Church	OR
Viking Sal Senior Center	OR
Boys and Girls Club of the rogue valley	OR
Lincoln City Chamber of Commerce	OR
DrupalCon Inc., DBA Drupal Association	OR
Albany Partnership for Housing and Community Development	OR
SEED OF FAITH MINISTRIES	OR
Hermiston Christian Center & School	OR
SALEM FREE CLINICS	OR
Dress for Success Oregon	OR
Beaverton Rock Creek Foursquare Church	OR
St Paul Catholic Church	OR
St Mary's Catholic School and Parish	OR
Polk Soil and Water Conservation District	OR
Street Ministry	OR
La Grande Church of the Nazarene	OR
Spruce Villa, Inc.	OR
OREGON SCHOOL BOARDS ASSOCIATION	OR
House of Prayer for All Nations	OR
Sacred Heart Catholic Church	OR
African American Health Coaliton, Inc.	OR
Happy Canyon Company	OR
Village Home Education Resource Center	OR
Monet's Children's Circle	OR
Cascade Housing Association	OR
Dayspring Fellowship	OR
Northwest Habitat Institute	OR
Winding Waters Medical Clinic	OR
Sacred Heart-St Louis Parish	OR
First Baptist Church	OR
The Nature Conservancy, Willamette Valley Field Office	OR
Serenity Lane Health Services	OR
Portland Community Reinvestment Initiatives, Inc.	OR
Christians As Family Adovates	OR
GeerCrest Farm & Historical Society	OR
College United Methodist Church	OR
The Collins Foundation	OR
Prince of Peace Lutheran Church & School	OR
NEDCO	OR
Salem Evangelical Church	OR
Wild Lilac Child Development Community	OR
Daystar Education, Inc.	OR
Oregon Social Learning Center	OR
Pain Society of Oregon	OR
environmental law alliance worldwide	OR
Eugene Country Club	OR
Community in Action	OR
Willamette Valley Baptist Church	OR

EXHIBIT 8

SERIAL 180233-RFP

Curry County Habitat for Humanity	OR	Sunny Oaks Inc	OR
Northwood Christian Church	OR	Hospice Center Bend La Pine	OR
Tuality Healthcare	OR	Westside Foursquare Church	OR
Safe Harbors	OR	Relief Nursery Inc	OR
FIRST CHRISTIAN CHURCH	OR	Morning Star Community Church	OR
Pacific Classical Ballet	OR	MULTNOMAH DEFENDERS INC	OR
Depaul Industries	OR	Providence Health System	OR
African American Health Coalition	OR	Holy Trinity Catholic Church	OR
Jesus Prayer Book	OR	Holy Redeemer Catholic Church	OR
Coalition Of Community Health	OR	Alliance Bible Church	OR
River Network	OR	CARE OREGON	OR
CCI Enterprises Inc	OR	Mid Columbia Childrens Council	OR
Oregon Nurses Association	OR	HUMANE SOCIETY OF REDMOND	OR
GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE	OR	Our Redeemer Lutheran Church	OR
		Kbps Public Radio	OR
Mount Angel Abbey	OR	Skyball Salem Keizer Youth Bas	OR
YMCA OF ASHLAND	OR	Open Technology Center	OR
YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION SERVICES	OR	Grace Chapel	OR
		CHILDREN'S MUSEUM 2ND	OR
Multnomah Law Library	OR	Solid Rock	OR
Friends Of Tryon Creek State P	OR	West Chehalem Friends Church	OR
Ontrack Inc.	OR	Guide Dogs For The Blind	OR
Calvin Presbyterian Church	OR	Aldersgate Camps and Retreats	OR
HOLT INTL CHILD	OR	St. Katherine's Catholic Church	OR
St John The Baptist Catholic	OR	The Alliance NW of the Christian &	
Portland Foursquare Church	OR	Missionary Alliance	OR
Portland Christian Center	OR	Bags of Love	OR
Church Extension Plan	OR	Grand View Baptist Church	OR
Occu Afghanistan Relief Effort	OR	Green Electronics Council	OR
EUGENE FAMILY YMCA	OR	Scottish Rite	OR
Christ The King Parish and School	OR	Western Wood Products Association	OR
Newberg Christian Church	OR	Grace Baptist Church of St. Helens, Lil	
First United Methodist Church	OR	Learners Preschool	OR
Zion Lutheran Church	OR	THE NEXT DOOR	OR
Southwest Bible Church	OR	NATIONAL PSORIASIS FOUNDATION	OR
Community Works Inc	OR	NEW BEGINNINGS CHRISTIAN CENTER	OR
Masonic Lodge Pearl 66	OR	HIGHLAND UNITED CHURCH OF CHRIST	OR
Molalla Nazarene Church	OR	OREGON REPERTORY SINGERS	OR
Transition Projects, Inc	OR	HIGHLAND HAVEN	OR
St Michaels Episcopal Church	OR	FAIR SHARE RESEARCH AND	
Saint Johns Catholich Church	OR	EDUCATION FUND	OR
Community Learning Center	OR	Oregon Satsang Society, Inc., A	
Old Mill Center for Children and Families	OR	chartered Affiliate of ECKANKAR , ECKA	OR
		First Baptist Church of Enterprise	OR

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The Canby Center	OR
REDMOND FIRE & RESCUE	OR
Instituto de Cultura y Arte In Xochitl In Cuicatl	OR
McKenzie Personnel Systems	OR
OSLC COMMUNITY PROGRAMS OCP	OR
Oregon Nikkei Endowment	OR
Grace Community Church	OR
Eastern Oregon Alcoholism Foundation	OR
Grantmakers for Education	OR
The Spiral Gallery	OR
The ALS Association Oregon and SW Washington Chapter	OR
Children's Relief Nursery	OR
Home Builders	OR
New Life Baptist Church	OR
Feral Cat Awareness Team	OR
Florence United Methodist Church	OR
World of Speed	OR
SW Community Health Center	OR
Energy Trust of Oregon	OR
St. Vincent de Paul Church	OR
Fr. Bernard Youth Center	OR
Oregon Psychoanalytic Center	OR
Store to Door	OR
Oregon Translational Research and Development Insitute	OR
Depaul Industries	OR
OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH ALBANY OREGON	OR
SELCO Community Credit Union	OR
Prairie Baptist Church	OR
North Coast Christian Church	OR
Union County Economic Development Corp.	OR
Camelto Theatre Company	OR
Camp Fire Columbia	OR
TAKE III OUTREACH	OR
Rolling Hills Community Church	OR
Eugene Swim and Tennis Club	OR
Summa Institute	OR
Amani Center	OR
Billy Webb Elks lodge #1050	OR
Silverton Senior Center	OR
First Evangelical Presbyterian Church of Oregon City	OR
Joyful Servant Lutheran Church	OR
Sandy Seventh-day Adventist Church	OR
Muddy Creek Charter School	OR
A FAMILY FOR EVERY CHILD	OR
PORT OF CASCADE LOCKS	OR
1000 FRIENDS OF OREGON	OR
OREGON PEDIATRIC SOCIETY	OR
NONPROFIT ASSOCIATION OF OREGON	OR
LUKE DORF INC	OR
FAMILY CARE INC	OR
MEDICAL TEAMS INTL	OR
Clean Slate Canine Rescue & Rehabilitation	OR
St. Martins Episcopal church	OR
Tower Theatre Foundation, Inc	OR
Food for Lane County	OR
Clatsop Behavioral Healthcare	OR
West Coast Haunters Convention	OR
columbia gorge discovery center and museum	OR
NAMI of Washington County	OR
American Legion Aloha Post 104	OR
The Dalles Art Association	OR
Temple Beth Israel	OR
Willamette Leadership Academy/Pioneer Youth Corps Of Oregon	OR
Rose Haven	OR
Dallas Church	OR
OREGON STATE UNIVERSITY BOOKSTORE INC	OR
NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY	OR
FAIRFIELD BAPTIST CHURCH	OR
Sexual Assault Support Services	OR
Neskowin Valley School	OR
RON WILSON CENTER FOR EFFECTIVE LIVING INC	OR
St. Joseph Shelter	OR
The Inn Home for Boys, Inc.9138	OR
MCKENZIEWATERSHED COUNCIL	OR
Opportunity Connections	OR

EXHIBIT 8

SERIAL 180233-RFP

MENNONITE HOME OF ALBANY INC	OR
Oregon Technical Assistance Corporation	OR
Oregon And Southern Idaho Laborers Employers Training School	OR
New Life Fellowship Church of God	OR
Gladstone Senior Center	OR
Education Travel & Culture, Inc.	OR
Rural Development Initiatives	OR
Jason Lee Manor/UMRC	OR
Jesus Pursuit Church	OR
YMCA of Marion and Polk Counties	OR
Urban Gleaners	OR
PacificSource Health	OR
Faith Christian Fellowship	OR
Brookings Elks Lodge	OR
Tualatin Lacrosse Club	OR
Tillamook Seventh Day Adventist Church	OR
Oregon Jewish Community Foundation	OR
East River Fellowship	OR
Holy Family Academy	OR
FIRST BAPTIST CHURCH OF EUGENE	OR
PORTLAND METRO RESIDENTIAL SERVICES	OR
Peace Lutheran Church	OR
Living Word Christian Center	OR
Housing Authority of Douglas County	OR
Vietnamese Christian Community Church	OR
Forest Park Conservancy	OR
Friends for Animals	OR
Family Building Blocks	OR
Greenleaf Industries	OR
Ananda Center at Laurelwood	OR
Goodwill Industries of Lane and South Coast	OR
RB Pamplin Corportaion	OR
Agia Sophia Academy	OR
Friends of Driftwood Library	OR
Consumers Power Inc.	OR
A. C. Gilbert's Discovery Village	OR
First Lutheran Church of Astoria	OR
Fund For Christian Charity	OR
Deer Meadow Assisted Living	OR
Oregon Laborers-Employer Administrative Fund, LLC	OR
Umpqua Basin Water Association	OR
Alpha Lambda House Corporation	OR
St John Fisher Catholic Church Portland Oregon	OR
Eugene Creative Care	OR
VFW POST 4248	OR
The Church of Christ of Latter Day Saints	OR
Cascade Height Public Charter School PTA	OR
G.O.B.H.I	OR
Association of Oregon Corrections EMployees, Inc.	OR
A Jesus Church Family	OR
300 Main Inc	OR
Southwestern Oregon Public Defender Services, Inc.	OR
Albertina Kerr Centers	OR
Dufur Christian Church	OR
St. Matthew Catholic School	OR
Serendipity Center Inc	OR
Yellowhawk Tribal Health	OR
CASA of Marion County	OR
Oregoinans for Food & Shelter	OR
Westside Church of Christ Inc	OR
Northwest Family Services	OR
Network Charter School	OR
Ride Connecton	OR
Parenting Now!	OR
Christian Church of Woodburn	OR
Verde	OR
Native American Youth and Family Center Early College Academy	OR
USO Northwest	OR
Norkenzie Christian Church	OR
Little Flower Development Center	OR
TLO Farms	OR
Evergreen Wings and Waves	OR
Ascension Episcopal Parish	OR
Center for Family Development	OR
West Salem Foursquare Church	OR

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Good Samaritan Ministry	OR
Grace Lutheran Church of Molalla	OR
Trinity Lutheran	OR
HOPE LUTHERAN CHURCH	OR
Mount Pisgah Arboretum	OR
Redeemer Lutheran Church	OR
Disjecta Contemporary Art Center	OR
Korean Central Covenant Church of Eugene	OR
Yankton Baptist Church	OR
BioGift Anatomical	OR
Lower Columbia Estuary Partnership	OR
Fur Footed Rescue, Inc.	OR
Mt Hood Hospice	OR
Opportunity Foundation of central Oregon	OR
Constructing Hope	OR
Sprinkfield Elks #2145	OR
Abuse Recovery Ministry & Services	OR
Oasis Shelter Home	OR
ST HENRYS CHURCH	OR
Nehalem Bay House	OR
UNITED METHODIST CHURCH	OR
p:ear	OR
Health Share of Oregon	OR
St. Peter Catholic Church	OR
Mid Willamette Valley Community Action	OR
A Hope For Autism Foundation	OR
NW Sport Fishing	OR
Breast Friends	OR
ScienceWorks Museum	OR
Willamette Neighborhood Housing Services	OR
South Salem High Music Boosters	OR
SEPTL Southeast Portland Tool Library	OR
Kids Unllimited Academy	OR
Cappella Romana	OR
National Christian Community Foundation	OR
Legal Aid Services of Oregon LITC	OR
The Sunriver Owners Association	OR
Willamette Valley Babe Ruth	OR
Center For Continuous Improvement	OR
Northwest Center for Alternatives to Pesticides	OR
Junction City/Harrisburg/Monroe Habitat for Humanity	OR
The Followers of Christ Church of Oregon City	OR
SEIU Local 49	OR
Emerald Media Group	OR
West Hills Christian School	OR
Trillium Sprigs	OR
Smith Memorial Presbyterian Church	OR
Western Arts Alliance	OR
Youth Dynamics	OR
Ashland Art Center	OR
Apostolic Church of Jesus Christ	OR
DOUGLAS FOREST PROTECTIVE	OR
Echo Theater Company	OR
Corvallis Caring Place	OR
Oregon Lyme Disease Network	OR
Ecotrust	OR
SPECIAL MOBILITY SERVICES	OR
Bethlehem Christian Pre-School	OR
Historical Outreach Foundation	OR
Teras Interventions and Counseling Inc	OR
Brooklyn Primary PTO	OR
Mountain View Academy	OR
Salem Area Chamber of Commerce	OR
First Congregational Chrch	OR
OREGON STATE FAIR	OR
Tri-County Chamber of Commerce Inc	OR
Ronald McDonald House Charities of Oregon & Southwest Washington	OR
Center for Human Development	OR
God's Storehouse Pantry	OR
Clackamas River Trout Unlimited	OR
SafeHaven Humane Society	OR
Rainier Assembly of God	OR
Tilikum Center for Retreats and Outdoor Ministries	OR
Washington Park Transportation Management Association	OR
Travel Lane County	OR
Hinson Baptist Church	OR
Alvord Taylor	OR

EXHIBIT 8

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EUGENE CHRISTIAN FELLOWSHIP	OR	Bridgeport Community Chapel	OR
Bridges to Change	OR	Oswego Lake Country Club	OR
Risen Records	OR	Urban League of Portland	OR
DePaul Treatment Centers, Inc.	OR	La Grande Foursquare Church	OR
Ministerio International Casa	OR	Portland Oregon Visitors Association	OR
New Paradise Worship Center	OR	Barter Union International	OR
Mission Increase Foundation	OR	Southern Oregon Project Hope	OR
Curry Public Transit Inc	OR	Our United Villages	OR
THREE RIVERS CASINO	OR	Sunset Presbyterian Church	OR
Brookings Harbor Christian School	OR	Youth M.O.V.E. Oregon	OR
Local 290	OR	Samaritan Health Services Inc.	OR
Hope Church of The Assemblies of God Albany Oregon	OR	St. Mary's Church	OR
		Santiam Assembly of God	OR
Sherwood Community Friends Church	OR	CASCADES WEST FINANCIAL SERVICES IN	OR
Bethesda Lutheran Church	OR		
Legacy Mt. Hood Medical Center	OR	Kilchis House	OR
Adelante Mujeres	OR	Calvary Assembly of God	OR
Yamhill Community Care Organization	OR	Lake Grove Presbyterian Church	OR
Trinity United Methodist Church	OR	Grace Lutheran School	OR
Portland Japanese Garden	OR	Western Mennonite School	OR
Ike Box Cafe	OR	OEA CHOICE TRUST	OR
The Madeleine Parish	OR	American Tinnitus Association	OR
The Tucker-Maxon Oral School	OR	Oregon Coast Aquarium, Inc.	OR
Southwest Neighborhoods, Inc	OR	HOPE POINT CHURCH	OR
Wallowa Valley Center For Wellness	OR	Unitus Community Credit Union	OR
KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR	St John the Baptist Greek Orthodox Church	OR
Joy Church Eugene	OR	Parkinson's Resources of Oregon	OR
Portland Yacht Club	OR	Oregon Independent Automobile Dealers Association	OR
League of Women Voters	OR		
Oregon & Southern Idaho District Council of Laborers'	OR	COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON	OR
Portland Police Sunshine Division	OR	St. Elizabeth Ann Seton Church	OR
Curry Health Network	OR	St Andrews Presbyterian	OR
United Way of Lane County	OR	Oregon Rural Electric Cooperative Association	OR
The Lighthouse School	OR		
Olive Plaza	OR	THE MILL CASINO	OR
Rogue Valley Humane Society	OR	Gateway Prebyterian Church	OR
Willamette Carpenters Training Center, Inc	OR	Oregon Jewish Museum and Center for Holoacust Education	OR
Great Portland Bible	OR	Northwest Opening	OR
College Possible	OR	Oregon State University	OR
Unithed Way	OR	Treasure Valley Community College	OR
Community Energy Project	OR	Institute of Technology	OR

EXHIBIT 8

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Unviersity of Oregon	OR
OREGON UNIVERSITY SYSTEM	OR
University of Western States	OR
GEORGE FOX UNIVERSITY	OR
LEWIS AND CLARK COLLEGE	OR
PACIFIC UNIVERSITY	OR
REED COLLEGE	OR
WILLAMETTE UNIVERSITY	OR
LINFIELD COLLEGE	OR
MULTNOMAH BIBLE COLLEGE	OR
NORTHWEST CHRISTIAN COLLEGE	OR
NATIONAL COLLEGE OF NATURAL MEDICINE	OR
BLUE MOUNTAIN COMMUNITY COLLEGE	OR
PORTLAND STATE UNIV.	OR
CLACKAMAS COMMUNITY COLLEGE	OR
MARYLHURST UNIVERSITY	OR
OREGON HEALTH AND SCIENCE UNIVERSITY	OR
BIRTHINGWAY COLLEGE OF MIDWIFERY	OR
pacific u	OR
UNIVERSITY OF OREGON	OR
CONCORDIA UNIV	OR
Marylhurst University	OR
Corban College	OR
NORTH MARION SCHL DIST	OR
University of Oregon - Purchasing and Contracting Services	OR
Oregon Center For Advanced T	OR
UNIVERSITY OF PORTLAND	OR
OSU Deschutes County Extension Service	OR
Portland Actors Conservatory	OR
University Of Oregon Athletics Department	OR
Ecola Bible School	OR
Tokyo Int'l University of America, Inc	OR
WARNERPACIFIC COLG	OR
Beta Omega Alumnae	OR
Oregon Institute of Technology	OR
SOUTHERN OREGON UNIVERSITY	OR
EASTERN OREGON UNIVERSITY	OR
Wilco Farmers	OR
Harvest Church	OR
Sociecty of American Foresters	OR
Clackamas River Water Providers	OR
eickhoff dev co inc	OR
Cornerstone Association Inc	OR
The Klamath Tribe	OR
advocate care	OR
Cannon Beach Fire	OR
Life Flight Network LLC	OR
OREGON DEPT OF FISH & WILDLIFE-SAUVIE	OR
COVENANT RETIREMENT COMMUNITIES	OR
PENTAGON FEDERAL CREDIT UNION	OR
SAIF CORPORATION	OR
GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR
USAGENCIES CREDIT UNION	OR
PACIFIC CASCADE FEDERAL CREDIT UNION	OR
LOCAL GOVERNMENT PERSONNEL INSTITUTE	OR
GRANTS PASS MANAGEMENT SERVICES, DBA	OR
SPIRIT WIRELESS	OR
Kartini Clinic	OR
Astra	OR
Beit Hallel	OR
Cvalco	OR
Elderhealth and Living	OR
OREGON CORRECTIONS ENTERPRISES	OR
OREGON STATE HOSPITAL	OR
OFFICE OF PUBLIC DEFENSE SERVICES	OR
Clatskanie People's Utility District	OR
PIONEER COMMUNITY DEVELOPMENT	OR
MARION COUNTY HEALTH DEPT	OR
Ricoh USA	OR
Heartfelt Obstetrics & Gynecology	OR
Coquille Economic Development Corporation	OR
CITY/COUNTY INSURANCE SERVICE	OR
COMMUNITY CYCLING CENTER	OR
Shangri La	OR

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Portland Impact	OR
Eagle Fern Camp	OR
KLAMATH FAMILY HEAD START	OR
RIVER CITY DANCERS	OR
Oregon Permit Technical Association	OR
KEIZER EAGLES AERIE 3895	OR
Pgma/Cathie Bourne	OR
Sunrise Water	OR
Burns Paiute Tribe	OR
Oregon Public Broadcasting	OR
La Grande Family Practice	OR
Linn Benton Lincoln Educational Services District	OR
SHERMAN COUNTY SCHOOL DISTRICT	OR
Ricoh USA	OR
Sphere MD	OR
BIENESTAR, INC.	OR
MEDFORD WATER COMMISSION	OR
Solutins Yes	OR
sunrise water authority	OR
Mountain Valley Therapy	OR
EAstern Oregon Trade and Event Center	OR
Waste-Pro	OR
QUEEN OF PEACE SCHOOL	OR
Columbia River Inter-tribal Fish Commission	OR
NPKA	OR
IBEW280	OR
Confederated Tribes of Warm Springs	OR
Point West Credit Union	OR
Oregon State Credit Union	OR
PIONEER TELEPHONE COOPERATIVE	OR
Halsey-Shedd Fire District	OR
Northwest Power and Conservation Council	OR
Oregon Funeral Directors Association	OR
Nez Perce Tribe	OR
Obsidian Urgent Care, P.C.	OR
First Presbyterian Church of La Grande	OR
CONFLUENCE ENVIRONMENTAL CENTE	OR
A&I Benefit Plan Administrators, Inc.	OR
K Churchill Estates	OR
CSC HEAD START	OR
NORTHWEST VINTAGE CAR AND MOTORCYCLE	OR
crescent grove cemetery	OR
IONE HIGH SCHOOL	OR
Port of Toledo	OR
Roseburg Police Department	OR
Molalla Rural Fire Protection District	OR
MONMOUTH - INDEPENDENCE NETWORK	OR
EUGENE WATER & ELECTRIC BOARD	OR
MALIN COMMUNITY PARK AND RECREATION DISTRICT	OR
TILLAMOOK PEOPLES UTILITY DISTRICT	OR
GLADSTONE POLICE DEPARTMENT	OR
GOLD BEACH POLICE DEPARTMENT	OR
THE NEWPORT PARK AND RECREATION CENTER	OR
RIVERGROVE WATER DISTRICT	OR
TUALATIN VALLEY FIRE & RESCUE	OR
GASTON RURAL FIRE DEPARTMENT	OR
CITY COUNTY INSURANCE SERVICES	OR
SOUTH SUBURBAN SANITARY DISTRICT	OR
SOUTH FORK WATER BOARD	OR
SUNSET EMPIRE PARK AND RECREATION	OR
SPRINGFIELD UTILITY BOARD	OR
Tillamook Urban Renewal Agency	OR
Netarts Water District	OR
OAK LODGE SANITARY DISTRICT	OR
Boardman Rural Fire Protection District	OR
Tualatin Soil and Water Conservation District	OR
Silverton Fire District	OR
Lewis and Clark Rural Fire Protection District	OR
Rainbow Water District	OR
Illinois Valley Fire District	OR
Clatskanie RFPD	OR
PORT OF TILLAMOOK BAY	OR
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	OR
METROPOLITAN EXPOSITION-RECREATION COMMISSION	OR

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REGIONAL AUTOMATED INFORMATION NETWORK	OR
OAK LODGE WATER DISTRICT	OR
THE PORT OF PORTLAND	OR
WILLAMALANE PARK AND RECREATION DISTRICT	OR
TUALATIN VALLEY WATER DISTRICT	OR
UNION SOIL & WATER CONSERVATION DISTRICT	OR
LANE EDUCATION SERVICE DISTRICT	OR
TUALATIN HILLS PARK AND RECREATION DISTRICT	OR
PORT OF SIUSLAW	OR
CHEHALEM PARK AND RECREATION DISTRICT	OR
PORT OF ST HELENS	OR
LANE TRANSIT DISTRICT	OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR
HOODLAND FIRE DISTRICT NO.74	OR
MID COLUMBIA COUNCIL OF GOVERNMENTS	OR
WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT	OR
SALEM AREA MASS TRANSIT DISTRICT	OR
Banks Fire District #13	OR
KLAMATH COUNTY 9-1-1	OR
GLENDALE RURAL FIRE DISTRICT	OR
COLUMBIA 911 COMMUNICATIONS DISTRICT	OR
CLACKAMAS RIVER WATER	OR
NW POWER POOL	OR
Lowell Rural Fire Protection District	OR
TriMet Transit	OR
Estacada Rural Fire District	OR
Keizer Fire District	OR
State Accident Insurance Fund Corporation	OR
Bend Metro Park & Recreation District	OR
Port of Hood River	OR
La Pine Park & Recreation District	OR
Brookings- HArbor School District 17c	OR
Siuslaw Public Library District	OR
Tri-County Metropolitan Transportation District of Oregon ("TriMet")	OR
Columbia River Fire & Rescue	OR
Fern Ridge Library District	OR
Bend Park and Recreation District	OR
Port of Garibaldi	OR
Seal Rock Water District	OR
Rockwood Water P.U.D.	OR
Gollux	OR
Tillamook Fire District	OR
Tillamook County Transportation Dist	OR
Central Lincoln People's Utility District	OR
Jefferson Park and Recreation	OR
City of Monmouth / Public Works	OR
McMinnville Police Department	OR
Long Creek School District	OR
City of Salem Fire Department	OR
City of Sublimity	OR
City of Central Point Parks and Recreation	OR
Gearhart Fire Department	OR
Woodburn City Of	OR
Brookings Fire / Rescue	OR
City of Veneta	OR
CITY OF DAMASCUS	OR
Hermiston Fire & Emergency Svcs	OR
CEDAR MILL COMMUNITY LIBRARY	OR
CITY OF LAKE OSWEGO	OR
LEAGUE OF OREGON CITIES	OR
CITY OF SANDY	OR
CITY OF ASTORIA OREGON	OR
CITY OF BEAVERTON	OR
CITY OF BOARDMAN	OR
CITY OF CANBY	OR
CITY OF CANYONVILLE	OR
CITY OF CENTRAL POINT POLICE DEPARTMENT	OR
CITY OF CLATSKANIE	OR
CITY OF CONDON	OR
CITY OF COOS BAY	OR
CITY OF CORVALLIS	OR
CITY OF CRESWELL	OR
CITY OF ECHO	OR

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CITY OF ESTACADA	OR	CITY OF NORTH PLAINS	OR
CITY OF EUGENE	OR	CITY OF GERVAIS	OR
CITY OF FAIRVIEW	OR	CITY OF YACHATS	OR
CITY OF GEARHART	OR	FLORENCE AREA CHAMBER OF	
CITY OF GOLD HILL	OR	COMMERCE	OR
CITY OF GRANTS PASS	OR	PORTLAND DEVELOPMENT	
CITY OF GRESHAM	OR	COMMISSION	OR
CITY OF HILLSBORO	OR	CITY OF CANNON BEACH OR	OR
CITY OF HOOD RIVER	OR	CITY OF ST. PAUL	OR
CITY OF JOHN DAY	OR	CITY OF ADAIR VILLAGE	OR
CITY OF KLAMATH FALLS	OR	CITY OF WILSONVILLE	OR
CITY OF LA GRANDE	OR	CITY OF HAPPY VALLEY	OR
CITY OF MALIN	OR	CITY OF SHADY COVE	OR
CITY OF MCMINNVILLE	OR	CITY OF LAKESIDE	OR
CITY OF HALSEY	OR	CITY OF MILLERSBURG	OR
CITY OF MEDFORD	OR	CITY OF GATES	OR
CITY OF MILL CITY	OR	KEIZER POLICE DEPARTMENT	OR
CITY OF MILWAUKIE	OR	CITY OF DUNDEE	OR
CITY OF MORO	OR	Pendleton Police Department	OR
CITY OF MOSIER	OR	CITY OF AURORA	OR
CITY OF NEWBERG	OR	THE CITY OF NEWPORT	OR
CITY OF OREGON CITY	OR	CITY OF ALBANY	OR
CITY OF PILOT ROCK	OR	CITY OF ASHLAND	OR
CITY OF POWERS	OR	CITY OF LEBANON	OR
RAINIER POLICE DEPARTMENT	OR	CITY OF PORTLAND	OR
CITY OF REEDSPORT	OR	CITY OF SALEM	OR
CITY OF RIDDLE	OR	CITY OF SPRINGFIELD	OR
CITY OF SCAPPOOSE	OR	METRO	OR
CITY OF SEASIDE	OR	CITY OF BURNS	OR
CITY OF SILVERTON	OR	CITY OF COTTAGE GROVE	OR
CITY OF STAYTON	OR	CITY OF DALLAS	OR
City of Troutdale	OR	CITY OF FALLS CITY	OR
CITY OF TUALATIN, OREGON	OR	CITY OF PHOENIX	OR
CITY OF WARRENTON	OR	CITY OF PRAIRIE CITY	OR
CITY OF WEST LINN/PARKS	OR	CITY OF REDMOND	OR
CITY OF WOODBURN	OR	CITY OF SHERWOOD	OR
CITY OF TIGARD, OREGON	OR	City of junction city	OR
CITY OF AUMSVILLE	OR	City of Florence	OR
CITY OF PORT ORFORD	OR	Columbia Gorge Community	OR
CITY OF EAGLE POINT	OR	West Linn Police Department	OR
CITY OF WOOD VILLAGE	OR	City of Dayton	OR
St. Helens, City of	OR	City of Carlton	OR
CITY OF WINSTON	OR	City of Pendleton Convention Center	OR
CITY OF COBURG	OR	City of Monmouth	OR

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City of Philomath	OR
City of Sheridan	OR
Seaside Public Library	OR
City of Yoncalla	OR
La Grande Police Department	OR
City of Joseph	OR
Cove City Hall	OR
NW PORTLAND INDIAN HEALTH BOARD	OR
Portland Patrol Services	OR
City Of Bend	OR
City Of Coquille	OR
City Of Molalla	OR
ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT	OR
City of St. Helens	OR
City of North Powder	OR
City of Eugene	OR
City of Cornelius, OR	OR
Toledo Police Department	OR
Springfield Public Library	OR
City of Independence	OR
City of Cascade Locks	OR
City of Columbia City	OR
City of Baker City	OR
McMinnville Water & Light	OR
City of Pendleton Parks & Recreation	OR
CITY OF HEPPNER	OR
CITY OF HERMISTON	OR
CITY OF SWEETHOME	OR
CITY OF THE DALLES	OR
CLACKAMAS FIRE DIST#1	OR
DESCHUTES PUBLIC LIBRARY	OR
STAYTON FIRE DISTRICT	OR
Lake County Chamber of Commerce Inc	OR
City of Talent	OR
City of Ontario	OR
City of Corvallis Parks and Recreation	OR
North Lincoln Fire & Rescue #1	OR
Gresham Police Department	OR
City of Harrisburg	OR
Gladstone Public Library	OR
West Linn Police	OR
City of Portland Parks Bureau	OR
City of Astoria Parks Dept.	OR
Seaside Fire & Rescue	OR
Florence Police Department	OR
City Of North Bend	OR
City of Union	OR
City of Nehalem	OR
City of Richland	OR
CITY OF LINCOLN CITY	OR
City of Donald	OR
City of Milton-Freewater	OR
CITY OF MADRAS	OR
CITY OF SCIO	OR
City of Forest Grove	OR
City Govrnment	OR
City of Mt. Angel	OR
Albany Police Department	OR
Umatilla Electric Cooperative	OR
WATER ENVIRONMENT SERVICES	OR
Polk County Fire District No.1	OR
Clatsop Care Health District-Clatsop Retirement Village	OR
Netarts-Oceanside RFPD	OR
UIUC	OR
Rogue River Fire District	OR
Aurora Rural FIre District	OR
Tillamook County Emergency Communications District	OR
Southern Coos Hospital	OR
Oregon Cascades West Council of Governments	OR
MULTONAH COUNTY DRAINAGE DISTRICT #1	OR
PORT OF BANDON	OR
OR INT'L PORT OF COOS BAY	OR
MID-COLUMBIA CENTER FOR LIVING	OR
DESCHUTES COUNTY RFPD NO.2	OR
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT	OR
PACIFIC STATES MARINE FISHERIES COMMISSION	OR
CENTRAL OREGON IRRIGATION DISTRICT	OR
MARION COUNTY FIRE DISTRCT #1	OR
COLUMBIA RIVER PUD	OR

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SANDY FIRE DISTRICT NO. 72	OR
BAY AREA HOSPITAL DISTRICT	OR
NEAH KAH NIE WATER DISTRICT	OR
PORT OF UMPQUA	OR
EAST MULTNOMAH SOIL AND WATER CONSERVANCY	OR
Benton Soil & Water Conservation District	OR
DESCHUTES PUBLIC LIBRARY SYSTEM	OR
CLEAN WATER SERVICES	OR
North Douglas County Fire & EMS	OR
Crooked River Ranch Rural Fire Protection District	OR
PARROTT CREEK CHILD & FAM	OR
South Lane County Fire And Rescue	OR
Mill City RFPD	OR
Lake Chinook Fire & Rescue	OR
Clackamas County Water Environment Services	OR
Amity Fire District	OR
CENTRAL OREGON COMMUNITY COLLEGE	OR
UMPQUA COMMUNITY COLLEGE	OR
LANE COMMUNITY COLLEGE	OR
MT. HOOD COMMUNITY COLLEGE	OR
LINN-BENTON COMMUNITY COLLEGE	OR
SOUTHWESTERN OREGON COMMUNITY COLLEGE	OR
PORTLAND COMMUNITY COLLEGE	OR
CHEMEKETA COMMUNITY COLLEGE	OR
ROGUE COMMUNITY COLLEGE	OR
COLUMBIA GORGE COMMUNITY COLLEGE	OR
TILLAMOOK BAY COMMUNITY COLLEGE	OR
KLAMATH COMMUNITY COLLEGE DISTRICT	OR
Oregon Coast Community College	OR
Clatsop Community College	OR
North Portland Bible College	OR
OREGON COMMUNITY COLLEGE ASSOCIATION	OR
Umpqua Valley Public Defender	OR
Teacher Standards and Pracitices Commission	OR
Salem Keizer School District Purchasing	OR
Kdrv Channel 12	OR
Opta Oregon Permit Technician	OR
Oregon Forest Resources Institute	OR
Office of the Ong Term Care Ombudsman	OR
Oregon State Lottery	OR
OREGON TOURISM COMMISSION	OR
OREGON STATE POLICE	OR
OFFICE OF THE STATE TREASURER	OR
OREGON DEPT. OF EDUCATION	OR
SEIU LOCAL 503, OPEU	OR
OREGON DEPARTMENT OF FORESTRY	OR
OREGON STATE DEPT OF CORRECTIONS	OR
OFFICE OF MEDICAL ASSISTANCE PROGRAMS	OR
OREGON OFFICE OF ENERGY	OR
OREGON STATE BOARD OF NURSING	OR
BOARD OF MEDICAL EXAMINERS	OR
OREGON LOTTERY	OR
OREGON BOARD OF ARCHITECTS	OR
SANTIAM CANYON COMMUNICATION CENTER	OR
OREGON DEPT OF TRANSPORTATION	OR
OREGON TRAVEL INFORMATION COUNCIL	OR
OREGON DEPARTMENT OF EDUCATION	OR
OREGON DEPT. OF CORRECTIONS	OR
DEPARTMENT OF ADMINISTRATIVE SERVICES	OR
Oregon Board of Massage Therapists	OR
Oregon Forest Industries Council	OR
Oregon Tradeswomen	OR
Oregon Convention Center	OR
OREGON SCHL BRDS ASSOCIAT	OR
Central Oregon Home Health and Hos	OR
Oregon Health Care Quality Cor	OR
OREGON DEPARTMENT OF HUMAN SERVICES	OR
Oregon Air National Guard	OR
Training & Employment	OR

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State of Oregon - Department of Administrative Services	OR
Aging and People with Disabilities	OR
Department of Administrative Services	OR
Oregon State Treasury	OR
Oregon State Fair Council	OR
Oregon DEQ	OR
Procurement Services/DAS	OR
STATE OF OREGON	OR
OREGON JUDICIAL DEPARTMENT	OR
Oregon State Board of Architect Examiners	OR
Oregon Board of Chiropractic Examiners	OR
City of Astoria Fire Department	OR
Columbia Gorge ESD	OR
Nehalem Bay Wastewater	OR
Association of Oregon Community Mental Health Programs	OR
Klamath County Association of Realtors	OR
VA	OR
US FISH AND WILDLIFE SERVICE	OR
Bonneville Power Administration	OR
Bureau Of Land Management	OR
Oregon Army National Guard	OR
Linn County Sheriff Office	OR
USDA Forest Service	OR
123d Fighter Squadron	OR
Yellowhawk Tribal Health Center	OR
ANGELL JOB CORPS	OR
Coquille Indian Housing Authority	OR
COLLEGE HOUSING NORTHWEST	OR
HOUSING AUTHORITY OF CLACKAMAS COUNTY	OR
HOUSING AUTHORITY OF PORTLAND	OR
WEST VALLEY HOUSING AUTHORITY	OR
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OR
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	OR
MARION COUNTY HOUSING AUTHORITY	OR
HOUSING AUTHORITY OF THE CITY OF SALEM	OR
Housing Authority of Yamhill County	OR
The Housing Authority of the County of Umatilla	OR
homeforward	OR
Access Inc	OR

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EXHIBIT 9

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

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

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), County is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2. Pursuant to 44 CFR 13.36(i)(2), County may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:

a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);

b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);

c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);

d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);

e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental
Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

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

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

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

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

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

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

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EXHIBIT 10

COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

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

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EXHIBIT 11

UNIFORM ADMINISTRATIVE REQUIREMENTS

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

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EXHIBIT 12

ORACLE SOFTWARE TERMS AND CONDITIONS

ORACLE SOFTWARE PROGRAMS AND/OR SERVICES
US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818

THESE ORACLE SOFTWARE PROGRAM AND/OR SERVICES US COMMUNITIES ("USC") SUPPLEMENTAL TERMS AND CONDITIONS ("SOFTWARE STCs") SHALL APPLY TO THE ORACLE SOFTWARE PROGRAMS AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE "CONTRACTOR"). THESE SOFTWARE STCs SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTATION. THESE SOFTWARE STCs ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACTOR.

A. Definitions

"You" and "Your" refers to the ordering activity that has ordered programs, and/or services from an authorized distributor ("Contractor") under the contract.

The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term "contract" refers to the Contractor's US Communities contract.

The term "program documentation" refers to the program user manual and program installation manuals.

The term "programs" refers to the software products owned or distributed by Oracle which you have ordered, program documentation, and any program updates acquired through technical support.

The term "services" refers to annual technical support services which you have ordered.

B. Rights Granted

Upon Contractor's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of these, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with these Software STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed.

C. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under your order resulting from services. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and not under the terms of the contract or these Software STCs.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software; or
- disclose results of any program benchmark tests.

D. Warranties, Disclaimers and Exclusive Remedies

For the sake of clarity, this is the Oracle manufacturer's warranty; nevertheless, it shall be accessed by you through the Contractor.

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery. **ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.**

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALLY REASONABLE MANNER YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE DISTRIBUTED TO YOU; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES PROVIDED BY ORACLE; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THOSE SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES PROVIDED BY ORACLE TO YOU.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

E. Technical Support

Technical support consists of annual technical support services you may have ordered or will order for the programs, including support renewals. Support must be ordered pursuant to a valid End User License Agreement such as these Software STCs. Bug fixes, security fixes and any updates received shall be provided under the terms of the license agreement that You accepted upon ordering the programs.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at http://www.oracle.com/us/support/policies/index.html. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period.

Notwithstanding anything in Oracle's technical support policies to the contrary, you may discontinue technical support at the end of any current technical support term and, at any time thereafter, reinstate technical support by executing an order for such services with Contractor. If you decide to reinstate technical support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had technical support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the technical support fee for the new support period. This technical support fee for the new support period is computed as follows: (i) if technical support lapsed, then the technical support fee for a twelve month support period shall be the last annual technical support fee you paid for the relevant program; (ii) if you never acquired technical support for the relevant program, then the annual technical support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

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F. Intellectual Property Indemnification

If someone makes a claim against you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider", which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- gives the Provider control of the defense, with input from Recipient, and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid for it. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order (e.g., impairs Oracle's ability to perform due to a work statement, schedule or cost impact), then Oracle may, at its option and upon 30 days prior written notice, request termination of the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of the order and the Software STCs would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of your order with Contractor (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with Contractor.

This section provides Your and Oracle's exclusive remedy for any infringement claims or damages.

G. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDER ISSUED PURSUANT TO THESE SOFTWARE STCs, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID CONTRACTOR UNDER THE RELEVANT ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID CONTRACTOR FOR

THE DEFICIENT PROGRAM, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY.

H. Other

1. You may not assign orders or give or transfer the programs and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if you decide to finance your acquisition of programs and/or any services, you will follow Oracle's policies regarding financing which are at http://oracle.com/contracts. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.

2. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of these Software STCs.

3. **Accessibility**

The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/us/corporate/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at http://www.fcc.gov/cgb/consumerfacts/trs.html, and a list of telephone numbers is available at https://www.fcc.gov/general/telecommunications-relay-services-directory. International hearing-impaired customers should use the TRS at +1.605.224.1837. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Software STCs.

4. **Internet Protocol version 6 (IPv6).**

Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance

with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Software STCs.

5. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export laws govern your use of the programs (including technical data), and any services deliverables provided under your order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

6. Oracle, as the owner of the intellectual property of the program licensed and the technical support services, is a third party beneficiary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.

7. The Uniform Computer Information Transactions Act does not apply to these Software STCs nor any order placed pursuant to them.

8. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.

9. You may order trial programs, or Oracle may include additional programs with your order with Contractor which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and delete any such programs from your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

10. Unless otherwise agreed in an order, upon 45 days written notice, and no more than once annually, Contractor may audit your use of the programs. You agree to cooperate with Contractor's audit, provide reasonable assistance and access to information and permit Contractor to report the audit results to Oracle. Any such audit shall not unreasonably interfere with your normal business operations. Contractor shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Contractor prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for paying any underpaid fees related to use of the programs. Contractor may assign its right to audit your use of the programs to Oracle. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.

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11. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.

12. Source code maybe delivered as part of the standard delivery for particular programs; all such source code is subject to the terms of these Software STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.

13. Programs and service deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

14. For software (i) that is part of Programs, Operating Systems, Integrated Software or Integrated Software Options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from https://oss.oracle.com/sources/ or http://www.oracle.com/goto/opensourcecode. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

15. Oracle's Applications Licensing Table in effect as of the effective date of your order and is incorporated herein as Exhibit B. You may access the current version of the Applications Licensing Table at http://oracle.com/contracts.

16. Oracle's License Definitions and Rules are incorporated herein and attached hereto as Exhibit A.

17. If any document incorporated by reference into these Software STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your license rights or technical support services; or (b) allowing for the automatic renewal of services and/or fees, then, such terms shall not apply.

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EXHIBIT A

ORACLE LICENSE DEFINITIONS AND RULES v120117

The following are Oracle's standard License Definitions and Rules, some of which by their very nature may not apply to the Oracle products and services in your order. Nevertheless, the definitions for the terms enumerated herein shall control for the purposes of any order for Oracle products and/or services.

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EXHIBIT B

APPLICATIONS LICENSING TABLE
http://www.oracle.com/us/corporate/contracts

Oracle reserves the right to periodically change the information presented on the website provided above. All information on this website is provided "as-is" without warranty of any kind, either express or implied.

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EXHIBIT 13
ORACLE CLOUD TERMS AND CONDITIONS

ORACLE

ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS
v041818

THESE ORACLE CLOUD SERVICES US COMMUNITIES ("USC") SUPPLEMENTAL TERMS AND CONDITIONS ("CLOUD STCS") SHALL APPLY TO THE ORACLE CLOUD SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE "CONTRACTOR"). THESE CLOUD STCS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTION. THESE CLOUD STCS ARE CONSIDERED PART OF THE SCHEUDLE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACT.

A. Definitions

"You" and "Your" refers to the ordering activity that has ordered Oracle Services from an authorized distributor ("Contractor") under the Contract.

The term "Contract" refers to the Contractor's US Communities contract.

The term "Oracle Software" means any software agent, application or tool that Oracle makes available to You for download specifically for the purpose of facilitating Your access to, operation of, and/or use with, the Services.

The term "Program Documentation" refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at http://oracle.com/contracts or such other address specified by Oracle.

The term "Service Specifications" means the following documents, as applicable to the Services under Your order: (a) the Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in these Cloud STCs; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order as required by the Contractor. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Cloud Hosting and Delivery Policies, Program Documentation, and the Data Processing Agreement. The following do not apply to any Oracle Software: the Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

The term "Third Party Content" means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third party content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

The term "Users" means for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with these Cloud STCs and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers, or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of these Cloud STCs and Your order.

The term "Your Content" means all software, data (including Personal Data as that term is defined in the Data Processing Agreement), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under these Cloud STCs, Oracle Software,

other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content". Your content includes any Third Party Content that is brought by You into the Services, by Your use of the Services or any Oracle provided tools.

B. Use of Services

Upon Contractor's acceptance of Your order, Oracle will make the Oracle services listed in Your order (the "Services") available to You pursuant to these Cloud STCs and Your order. Except as otherwise stated in these Cloud STCs or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order (the "Service Period"), solely for Your internal business operations. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users' compliance with these Cloud STCs and the order.

The Service Specifications describe and govern the Services. During the Services Period, Oracle may update the Services and Service Specifications (with the exception of the Data Processing Agreement as described below) to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content. Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that Oracle has in these Cloud STCs and Your order, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

C. Ownership Rights and Restrictions

You and Your licensors retain all ownership and intellectual property rights in and to Your Content. Oracle or its licensors retain all ownership and intellectual property rights to the Services, derivative works thereof, and to anything developed or delivered by or on behalf of Oracle under Your order.

You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

You grant Oracle the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with these Cloud STCs and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by these Cloud STCs or Your order.

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D. Term and Termination

Services shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with these Cloud STCs. These Cloud STCs will continue to govern any order for the duration of the Services Period of such order.

If You order Services that are designated in the Service Specifications or Your order as Services that will be automatically extended, such Services will NOT automatically be extended for an additional Services Period of the same duration. To extend the Services, You must provide Contractor with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intention to renew such Services and You execute an order modification or enter into a new order to renew such Services. The preceding sentence shall not apply if Contractor provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such Services.

Oracle may suspend Your or Your Users' access to, or use of, the Services if Oracle believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, Oracle will provide You with advance notice of any such suspension. Oracle will use reasonable efforts to re-establish the Services promptly after Oracle determines that the issue causing the suspension has been resolved. During any suspension period, Oracle will make Your Content (as it existed on the suspension date) available to You. Any suspension under this paragraph shall not excuse You from Your obligation to make payments under these Cloud STCs or Your order.

If Oracle, the Contractor, or You breach a material term of Your order, including these Cloud STCs, and fails to correct the breach within 30 days of written specification of the breach, then a nonbreaching party may terminate the order under which the breach occurred. If Contractor terminates the order as specified in the preceding sentence, You must pay within thirty (30) days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching parties may agree in their sole discretion to extend the thirty (30) day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under Your order or Your contract (including these Cloud STCs) with Contractor, You may not use those Services ordered

You may terminate the Contract or Your order at any time without cause by giving Contractor 30 days' prior written notice of such termination. Termination of the Contract will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if the Contract and these Cloud STCs were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of the Contract.

For a period of no less than 60 days after the end of the Services Period of an order, Oracle will make Your Content (as it existed at the end of the Services Period) available for retrieval by You. At the end of such 60-day retrieval period, and except as may be required by law, Oracle will delete or otherwise render unrecoverable any of Your Content that remains in the Services. Oracle's data deletion practices are described in more detail in the Service Specifications.

Provisions in these Cloud STCs that survive termination or expiration of the Contract are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

E. Fees and Taxes

Fees paid for Services performed are non-refundable, except as provided in these Cloud STCs or Your order. Fees for Services offerings are invoiced in arrears of the service performance. Fees for Services listed in an order are exclusive of taxes and expenses.

You agree and acknowledge that You have not relied on the future availability of any services, programs or updates in executing Your order; however, the preceding does not relieve Oracle of its obligation during the Services Period to deliver services that You have ordered per the terms of these Cloud STCs.

F. Nondisclosure

By virtue of Your order and these Cloud STCs, Oracle, the Contractor and You may disclose to each other information that is confidential ("Confidential Information"). Confidential information shall be limited to the terms and pricing under these Cloud STCs and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

Subject to applicable law, Oracle, the Contractor and You each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Oracle will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under these Cloud STCs, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. Oracle will protect the confidentiality of Your Content resident in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

The parties acknowledge and agree that You and these Cloud STCs are subject to applicable freedom of information or open records law. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

G. Protection of Your Content

In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the following:

a. the relevant Oracle privacy policies applicable to the Services ordered, available at http://www.oracle.com/us/legal/privacy/overview/index.html; and

b. the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at http://www.oracle.com/us/corporate/contracts/cloud-services/index.html.

To the extent Your Content includes Personal Data (as that term is defined in the Data Processing Agreement), Oracle will furthermore comply with the applicable version of the *Oracle Data Processing Agreement for Oracle Cloud Services* (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (a) is available at http://www.oracle.com/dataprocessingagreement and is incorporated herein by reference, and (b) will remain in force during the Services Period of Your order. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and Oracle's processing of, Your Content (including any Personal Data) as part of the Services, (b) any

security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of these Cloud STCs. You may disclose or transfer, or instruct Oracle to disclose or transfer in writing, Your Content to a third party, and upon such disclosure or transfer, Oracleis no longer responsible for the security, integrity or confidentiality of such content outside of Oracle.

Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special data You seek to include in Your Content.

H. Warranties, Disclaimers and Exclusive Remedies

For the sake of clarity, this is Oracle's warranty; nevertheless, it shall be accessed by You through the Contractor.

Oracle warrants that during the Services Period, Oracle will perform Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to Oracle that describes the deficiency in the Services (including, as applicable, the service request number notifying Oracle of the deficiency in the Services).

ORACLE DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT ORACLE WILL CORRECT ALL SERVICE ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORAMCNE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERIVCES THAT CAUSED THE BREACH OF THE WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO CONTRACTOR THE FEES FOR THE DEFICIENT SERVICES THAT CONTRACTOR PAID TO ORACLE FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT, AND CONTRACTOR WILL IN TURN REFUND TO YOU THE FEES FOR THE DEFICIENT SERVICES THAT YOU PAID TO CONTRACTOR FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

I. Limitation of Liability

IN NO EVENT SHALL YOU, THE CONTRACTOR, ORACLE OR ANY PARTY'S AFFILIAITES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXAMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER YOUR ORDER), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION. CONTRACTOR'S MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO CONTRACTOR FOR THE SERVICES UNDER YOUR ORDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE

EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY YOUR FROM CONTRACTOR UNDER SUCH ORDER.

IN NO EVENT SHALL THE AGGREGATE LIABLITY OF ORACLE AND ORACLE'S AFFILIATES ARISING OUT OF OR RELATED TO THESE CLOUD STCS OR YOUR ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE SERVICES UNDER YOUR ORDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY CONTRACTOR FROM ORACLE UNDER SUCH ORDER.

J. Intellectual Property Indemnification

If a third party makes a claim against You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider if Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after Recipient receives notice of the claim (or sooner if required by applicable law);
b. gives the Provider sole control of the defense and any settlement negotiations; and
c. gives the Provider the information, authority, and assistance Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund the fees the Recipient may have paid for such Material. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days' prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

The Provider will not indemnify the Recipient if the Recipient (a) alter the Material or use it outside the scope of use identified in the Provider's user documentation or Service Specifications, or (b) uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon Material not furnished by the Provider. Oracle will not indemnify You to the extent that an infringement claim is based on third Party Content or any Material from a third party portal or other source that is accessible or make available to Your within or by the Services (e.g. a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from a third party data providers, etc.

This Section J provides the parties' exclusive remedy for any infringement claims or damages.

K. Third Party Content, Services and Websites

The Services may enable You to link to, transmit Your Content or Third Party Content to, or otherwise access, third parties' web sites, platforms, content, products, services, and information ("Third Parties Services"). Oracle does not control and is not responsible for Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses

or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

Any Third Party Content Oracle makes accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that Oracle is not responsible for, and has no obligation to control, monitor, or correct, Third Party Content. Oracle disclaims all liabilities arising from or related to Third Party Content.

You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). Oracle may update, change or modify the Services under the Contract, as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Oracle in its sole discretion, Oracle may cease providing access to the affected Third Party Content or third party services without any liability to You or the Contractor. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under the Contract, these Cloud STCs or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

L. Service Monitoring, Analyses and Oracle Software

Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses (i) and (ii) are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle retains all intellectual property rights in Service Analyses.

Oracle may provide You with the ability to obtain certain Oracle Software for use with the Services. If Oracle provides Oracle Software to You and does not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of these Cloud STCs and Your order (except for separately licensed elements of the Oracle Software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use Oracle Software will terminate upon the earlier of Oracle's notice (by web posting or otherwise) or the end of these Services associated with the Oracle Software. Notwithstanding the foregoing, if Oracle Software is licensed to You under separate terms, then Your use of such software is governed by the separate terms. Your right to use any part of the Oracle Software that is licensed under

the separate terms is not restricted in any way by these Cloud STCs.

M. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern Your use of the Services (including technical data) and any services deliverables provided under Your order, and You and Oracle each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

N. Force Majeure

Neither You, Contractor, nor Oracle shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. All parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either You, Contractor, or Oracle may cancel unperformed Services and affected orders upon written notice. This Section does not excuse any party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

O. Assignment

You may not assign Your order or give or transfer the Services, or an interest in the Services, to another individual or entity.

P. Other

1. Oracle is an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between You and Oracle or between Contractor and Oracle.

2. Oracle's business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as Oracle's subcontractor on an engagement ordered under these Cloud STCs and, if so, then only to the same extent as Oracle would be responsible for Oracle's resources under these Cloud STCs. The Contract (including these Cloud STCs) and Your order is entered exclusively between You and the Contractor. While Oracle has no contractual relationship with You, Oracle is a third-party beneficiary of the Contract (including these Cloud STCs) and Your order.

3. Any notice required under your order shall be provided to the other party, and Oracle, in writing. Oracle may give notices applicable to Oracle's Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in Oracle's account information or by written communication sent by first class mail or pre-paid post to Your address on record in Oracle's account information.

4. If any term of these Cloud STCs is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of these Cloud STCs.

5. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to these Cloud STCs may be brought by any party more than two years after the cause of action has accrued.

6. Prior to entering into an order governed by these Cloud STCs, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

7. Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your compliance with the terms of these Cloud STCs and Your order. You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that (i) such security rules are applicable to the performance of the audit; (ii) You make such security rules available to Oracle prior to the commencement of the audit; and (iii) such security rules do not modify or amend the terms and conditions of these Cloud STCs or the applicable order(s). You shall be responsible for paying the additional fees related to use of the Services in excess of Your rights.

8. The Uniform Computer Transactions Act does not apply to these Cloud STCs nor any order placed pursuant to them.

9. The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/us/corporate/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at http://www.fcc.gov/cgb/consumerfacts/trs.html, and a list of telephone numbers is available at https://www.fcc.gov/general/telecommunications-relay-services-directory. International hearing-impaired customers should use the TRS at +1.605.224.1837. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Services provided under these Cloud STCs.

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10. Internet Protocol version 6 (IPv6). Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the Contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements, requirements or any other such representations regarding or related to IPv6 shall apply to the Oracle products and services to be delivered pursuant to these Cloud STCs.

11. If any document incorporated by reference into these Cloud STCs contains a provision (a) allowing for the automatic termination of Your Services; or (b) allowing for the automatic renewal of Services and/or fees, then such terms shall not apply.

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EXHIBIT 14

ORACLE HARDWARE TERMS AND CONDITIONS

ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818

THESE ORACLE HARDWARE, PROGRAMS AND SERVICES US COMMUNITIES ("USC") SUPPLEMENTAL TERMS AND CONDITIONS ("HARDWARE STCs") SHALL APPLY TO THE ORACLE HARDWARE, PROGRAMS AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE "CONTRACTOR"). THESE HARDWARE STCSSHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTION. THESE HARDWARE STCS ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACTOR.

A. Definitions

"You" and "Your" refers to the ordering activity that has ordered programs, hardware and/or services from an authorized distributor ("Contractor") under the contract.

The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term "contract" refers to the Contractor's US Communities contract.

The term "integrated software" is defined as software embedded in the hardware which is essential to hardware functionality (e.g., firmware).

The term "integrated software options" refers to software or programmable code embedded in, installed on, or activated on the hardware that requires one or more unit licenses that You must separately order. Such separate order will set forth the fees for the integrated software options You are ordering. Not all hardware contains integrated software options; please refer to the Oracle Integrated Software Options License Definitions, Rules and Metrics accessible at http://oracle.com/contracts (the "Integrated Software Options License Rules") for the specific integrated software options that may apply to specific hardware. Oracle reserves the right to designate new software features as integrated software options in subsequent releases and that designation will be specified in the applicable documentation and in the Integrated Software Options License Rules.

The term "operating system" refers to the software that manages hardware for programs and other software.

The term "products" refers to programs, hardware, integrated software and operating system.

The term "program documentation" refers to the program user manual and program installation manuals.

The term "programs" refers to the software products, owned or distributed by Oracle, which you have ordered, including program documentation, and any program updates acquired through technical support.

The term "services" refers to technical support services which you have ordered.

The term "hardware" refers to the hardware equipment, including components, options and spare parts.

The term "hardware documentation" refers to the hardware specifications, user manuals, and installation manuals. Hardware documentation is delivered with the hardware and/or provided online.

B. Hardware Composition

Your hardware order consists of the following items: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and spare parts) specified on the applicable order. The hardware equipment or parts of it may be new or like new.

C. Rights Granted

Upon Contractor's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed.

You have the right to use the operating system delivered with the hardware subject to the terms of the license agreement(s) delivered with the hardware. Current versions of the license agreement(s) are located at http://oracle.com/contracts. You are licensed to use the operating system and any operating system updates acquired through technical support only as incorporated in, and as part of the hardware.

You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use integrated software options that You separately order subject to the terms of these Hardware STCs, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated in and made a part of these Hardware STCs. You are licensed to use those integrated software options and any integrated software options updates acquired through technical support only as incorporated in, and as part of, the hardware. To fully understand Your license right to any integrated software options that You separately order, You need to review the Integrated Software Options License Rules. In the event of any conflict between the Hardware STCs and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

You have the limited, non-exclusive, royalty free, non-assignable right to use integrated software delivered with the hardware subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You are licensed to use such integrated software and any integrated software updates acquired through technical support only as incorporated in, and as part of the hardware.

The operating system and/or integrated software may include separate works, identified in a readme file, notice file, or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the operating system and integrated software under such terms are not restricted in any way by these Hardware STCs. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the operating system and integrated software.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code received by you as binaries on physical media, if you would like to receive a copy of the source code ("source code") on media via postal service, submit your written request at <http://oss.oracle.com/systems-opensourcecode >. Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-5OP10, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media. Should this be the case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of Oracle's last delivery of the

applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

The hardware shall be installed in the country that you specify as the delivery location on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified in the order.

D. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs, the operating system, and integrated software. Oracle or its licensors retain all intellectual property rights to the hardware. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under your order resulting from services. Unless otherwise stated in your order with Contractor, title to hardware, excluding the operating system, integrated software and any other programs, and risk of loss or damages to the hardware will pass from Oracle upon delivery in accordance with the relevant Incoterms 2010. Title to and ownership of the programs, the operating system and integrated software shall not pass to you or to a third party; title to and ownership of the programs, the operating system and integrated software shall remain with Oracle. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation or readme files or notice files. The parties acknowledge that the terms of the contract or these Hardware STCs do not apply to such third party technology.

The hardware is not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility. Use of the hardware for these purposes is prohibited.

You acknowledge that to operate certain hardware your facility must meet a minimum set of requirements as described in the hardware documentation. Such requirements may change from time to time, as communicated by Oracle to you in the applicable hardware documentation.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program or hardware markings or any notice of Oracle's or its licensors' proprietary rights;
- remove any copyright notices or labels on the operating system or integrated software;
- make the programs, operating system, integrated software or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license, operating system, integrated software or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the operating system, integrated software, or programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software;
- make copies of the operating system or integrated software except for archival purposes, to replace a defective copy, or for program verification; or
- disclose results of any program and/or hardware benchmark tests.

E. Warranties, Disclaimers and Exclusive Remedies

For the sake of clarity, this is the Oracle manufacturer's warranty; nevertheless, it shall be accessed by you through the Contractor.

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic

download). You must notify Oracle of any program warranty deficiency within one year from delivery. **ORACLE DOES NOT GUARANTEE THAT (i) THE HARDWARE PRODUCTS, (ii) OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND (iii) THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL HARDWARE PRODUCTS, OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND PROGRAM ERRORS.**

Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the hardware, (ii) the operating system and the integrated software and the integrated software options, and (iii) the operating system media, the integrated software media and the integrated software options media ("media", and (i), (ii) and (iii) collectively, "Hardware Items"). Oracle warrants that the hardware will be free from, and using the operating system and integrated software and integrated software options will not cause in the hardware, material defects in materials and workmanship for one year from the date the hardware is delivered to You. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to You. You may access a more detailed description of the Oracle Hardware Warranty at http://www.oracle.com/us/support/policies/index.html ("Warranty Web Page"). Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The hardware may be new or like new. The Oracle Hardware Warranty applies to hardware that is new and hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

Oracle hardware products may be new or like new. The Oracle Hardware Warranty applies to hardware products that are new and hardware products that are like-new which have been remanufactured and certified for warranty by Oracle.

You may access a more detailed description of the limited hardware warranty at http://www.oracle.com/us/support/policies/index.html ("the warranty web page"). Any changes to the hardware warranty details specified on the warranty web page will not apply to hardware ordered prior to such change.

Parts or components which are replaced under the applicable warranty may not be new. Title in all defective parts which are removed from the hardware under applicable warranty shall transfer back to Oracle.

No warranty will apply to the hardware products, operating system, integrated software or media which has been:

i. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware);
ii. maltreated or used in a manner other than in accordance with the relevant documentation;
iii. repaired by any third party in a manner which fails to meet Oracle's quality standards;
iv. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
v. used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;
vi. relocated, to the extent that problems are attributable to such relocation;
vii. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
viii. used by parties appearing on the most current U.S. export exclusion list;
ix. relocated to countries subject to U.S. trade embargo or restrictions;
x. used remotely to facilitate any activities in the countries referenced in (viii) and (ix) above; or
xi. purchased from any entity other than Oracle or an Oracle authorized reseller.

This Oracle Hardware Warranty does not apply to normal wear of the hardware products or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the hardware product and may be void in the event that title to the hardware product is transferred.

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

To the extent not addressed in your order for the Hardware Products and media to which this Oracle Hardware Warranty applies, the following Limitations apply:

NEITHER ORACLE NOR YOU WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING OUT OF OR RELATED TO THIS WARRANTY HOWEVER THEY ARISE, WHETHER IN CONTRACT OR TORT, OR OTHERWISE.

YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY FOR BREACH OF WARRANTY SHALL BE: (A) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES PAID TO ORACLE FOR THE DEFFECTIVE PRODUCT; OR (B) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, (C) IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. Technical Support

Technical support consists of annual technical support services you may have ordered or will order for the programs and/or hardware, including support renewals. Support must be ordered pursuant to a valid End User License Agreement such as these Hardware STCs. With respect to technical support for software products, bug fixes, security fixes and any updates received shall be provided under the terms of the license agreement that You accepted upon ordering the programs.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at http://www.oracle.com/us/support/policies/index.html. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you

decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the services. The Oracle Hardware and Systems Support Policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which Oracle Hardware and Systems Support has been ordered. You should review the policies prior to entering into an order. You may access the current version of the Oracle Hardware and Systems Support Policies at http://www.oracle.com/us/support/policies/index.html. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request.

Oracle Hardware and Systems Support acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your Oracle Hardware and Systems Support fee for the first renewal year should you renew Oracle Hardware and Systems Support for the same systems and same configurations as contained in the original order; your Oracle Hardware and Systems Support fee for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the hardware is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for hardware is effective upon delivery of hardware or upon the effective date of the order if shipment of hardware is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period.

Notwithstanding anything in Oracle's technical support policies or Oracle's Hardware and Systems Support Policies to the contrary, you may discontinue support at the end of any current support term and, at any time thereafter, reinstate support by executing an order for such services with Contractor. If you decide to reinstate such support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had such support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the support fee for the new support period quarterly in arrears in accordance with the order. This technical support fee for the new support period is computed as follows: (i) if support lapsed, then the support fee for a twelve month support period shall be the last annual support fee you paid for the relevant program and/or hardware system; (ii) if you never acquired technical support for the relevant program and/or hardware system, then the annual support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program and/or hardware system per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

G. Intellectual Property Indemnification

If someone makes a claim against you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material) that any information, design, specification, instruction, software, data, hardware or material ("Material") furnished by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material) and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- Gives the Providercontrol of the defense, with input from Recipient, and any settlement negotiations; and
- Gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material. If you are the Provider and such return materially affects Contractor's ability to meet its obligations under the relevant order (e.g., impairs Contractor's ability to perform due to a work statement, schedule or cost impact), then Contractor may, at its option and upon 30 days prior written notice, request termination of the order. . The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient, , or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of the order and these Hardware STCs would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of your order with Contractor (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with Contractor.

Notwithstanding the provisions of the paragraph above and with respect to hardware only, if Oracle believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, Oracle may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may remove the applicable hardware (or portion thereof) and refund the net book value.

In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the license for, and require return of, the program associated with that Separately Licensed Third Party Technology and shall refund any program license fees You may have paid to Oracle for the program

For claims related to hardware, if you are a current subscriber to Oracle technical support services for the operating system (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which you are/were a subscriber to the applicable Oracle technical support services (i) the phrase "Material" under this section shall include the operating system and the integrated software and (ii) the phrase "program(s)" in this section is replaced by the phrase "program(s) or the operating system or integrated software (as applicable)" (i.e., Oracle will not indemnify you for your use of the operating system and/or integrated software when you are/were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Oracle Linux operating system, Oracle will not indemnify you for Materials that are not part of the Oracle Linux covered files as defined at http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf.

This section provides your and Oracle's exclusive remedy for any infringement claims or damages.

H. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDER ISSUED PURSUANT TO THESE HARDWARE STCs, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID CONTRACTOR UNDER THE RELEVANT ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID CONTRACTOR FOR THE DEFICIENT PROGRAM, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY.

I. Other

1. You may not assign orders or give or transfer the programs, the operating system, the integrated software and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs, the operating system, the integrated software and/or any services deliverables, the secured party has no right to use or transfer the programs, the operating system, the integrated software and/or any services deliverables, and if you decide to finance your acquisition of hardware, programs and/or any services , you will follow Oracle's policies regarding financing which are at http://oracle.com/contracts. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.

2. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any hardware, program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of these Hardware STCs.

3. **Accessibility**
The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/us/corporate/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at http://www.fcc.gov/cgb/consumerfacts/trs.html, and a list of telephone numbers is available at https://www.fcc.gov/general/telecommunications-relay-services-directory. International hearing-impaired customers should use the TRS at +1.605.224.1837. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the

availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Hardware STCs.

4. **Internet Protocol version 6 (IPv6)**
Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements, requirements or any other such representations regarding or related to IPv6 shall apply to the Oracle products and services to be delivered pursuant to these Hardware STCs.

5. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under your order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents involved in the transfer, export or re-export of the programs and hardware (including any integrated software and operating system(s)): 'These commodities, technology, software, or hardware (including any integrated software and operating system(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited.

6. Oracle, as the owner of the intellectual property of the program licenses and the technical support services, is a third party beneficiary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.

7. The Uniform Computer Information Transactions Act does not apply to these Hardware STCs nor any order placed pursuant to them.

8. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.

9. You may order trial programs, or Oracle may include additional programs with your order with Contractor which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and delete any such programs from your computer

systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

10. Oracle may include additional programs on the hardware (e.g., Exadata Storage Server software). You are not authorized to use those programs unless you have a license specifically granting you the right to do so; however, you may use programs for trial, non-production purposes for up to 30 days from the date of delivery provided that such use is subject to the terms for trial programs in the contract, including these Hardware STCs.

11. Unless otherwise agreed in an order, upon 45 days written notice and no more than once annually, Oracle may audit your use of the programs. You agree to cooperate with Oracle's audit, provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for paying any underpaid fees related to use of the programs. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.

12. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.

13. Source code may be delivered as part of the standard delivery for particular programs, operating system or integrated software; all such source code is subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.

14. Oracle's Applications Licensing Table in effect as of the effective date of your order and is incorporated herein as Exhibit B. You may access the current version of the Applications Licensing Table at http://oracle.com/contracts.

15. Oracle's License Definitions and Rules are incorporated herein and attached hereto as Exhibit A. Oracle's Integrated Software Options License Definitions, Rules and Metrics are incorporated herein as Exhibit C. Terms for Oracle Solaris are incorporated herein as Exhibit D.

16. If any provision herein or document incorporated by reference into these Hardware STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your technical support services; or (b) allowing for the automatic renewal of services and/or fees, then, such terms shall not apply.

17. Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

18. For software (i) that is part of programs, operating systems, integrated software or integrated software options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from https://oss.oracle.com/sources/ or http://www.oracle.com/goto/opensourcecode. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

SERIAL 180233-RFP

SERIAL 180233-RFP

EXHIBIT A

ORACLE LICENSE DEFINITIONS AND RULES v120117

The following are Oracle's standard License Definitions and Rules, some of which by their very nature may not apply to the Oracle products and services in your order. Nevertheless, the definitions for the terms enumerated herein shall control for the purposes of any order for Oracle products and/or services.

SERIAL 180233-RFP

EXHIBIT B

APPLICATIONS LICENSING TABLE
http://www.oracle.com/us/corporate/contracts

Oracle reserves the right to periodically change the information presented on the website provided above. All information on this website is provided "as-is" without warranty of any kind, either express or implied.

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EXHIBIT C

ORACLE INTEGRATED SOFTWARE OPTIONS LICENSE DEFINITIONS, RULES AND METRICS
http://www.oracle.com/us/corporate/contracts

Oracle reserves the right to periodically change the information presented on the website provided above. All information on this website is provided "as-is" without warranty of any kind, either express or implied.

SERIAL 180233-RFP

EXHIBIT D

TERMS FOR ORACLE SOLARIS

http://www.oracle.com/us/corporate/contracts

Oracle reserves the right to periodically change the information presented on the website provided above. All information on this website is provided "as-is" without warranty of any kind, either express or implied.

ATTACHMENT A
PRICING

SERIAL 180233-RFP
NIGP CODE: 20655
RESPONDENT'S NAME:
COUNTY VENDOR NUMBER :
ADDRESS:
P.O. ADDRESS:
TELEPHONE NUMBER:
FACSIMILE NUMBER:
WEB SITE:
CONTACT (REPRESENTATIVE):
REPRESENTATIVE'S E-MAIL ADDRESS:

	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[ ]	[ ]

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.
FAILURE TO INDICATE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.
RESPONDENT MUST INITIAL THEIR SELECTION BELOW.

[ ] NET 10 DAYS	[ ] NET 45 DAYS	[ ] 1% 10 DAYS NET 30 DAYS
[ ] NET 15 DAYS	[ ] NET 60 DAYS	[ ] 2% 30 DAYS NET 31 DAYS
[ ] NET 20 DAYS	[ ] NET 90 DAYS	[ ] 1% 30 DAYS NET 31 DAYS
[ ] NET 30 DAYS	[ ] 2% 10 DAYS NET 30 D	[ ] 5% 30 DAYS NET 31 DAYS

	Product Discount	Support Discount
1.3.1 Perpetual License Recap		
TOTAL DISCOUNTS	**0%**	**0%**
AVERAGE DISCOUNTS	**0.000%**	**0.000%**
1.3.2 Engineered Systems Recap		
TOTAL DISCOUNTS	**0%**	
AVERAGE DISCOUNTS	**0%**	
1.3.3 Hardware Recap		
TOTAL DISCOUNTS	**0%**	
AVERAGE DISCOUNTS	**0%**	
1.3.4 Cloud Services Recap		
TOTAL DISCOUNTS	**0%**	
AVERAGE DISCOUNTS	**0%**	
1.3.5 Professional Services Recap		
TOTAL DISCOUNTS	**$** -	
AVERAGE DISCOUNTS	**$** -	
1.3.6 Support Services Recap		
TOTAL DISCOUNTS	**NA**	**NA**
AVERAGE DISCOUNTS	**NA**	**NA**
1.3.7 Training Recap		
TOTAL DISCOUNTS	**0%**	
AVERAGE DISCOUNTS	**0%**	
1.3.8 Financing Recap		
TOTAL DISCOUNTS	**NA**	**NA**
AVERAGE DISCOUNTS	**NA**	**NA**

ATTACHMENT A
PRICING

Reseller:

1.3.1 Perpetual Licenses Catalog Products

Global Price List - shown in dark grey	Metric	Insert Percentage Below Min. Discount for Licenses XX%	Insert Percentage Below First Year Maintenance Percentage based on discounted license Cost
Technology Global Price List Products			
Oracle Enterpise Edition Database	Processor		
Oracle Enterpise Edition Database	Processor		
Database Vault	Processor		
Advanced Security	Processor		
Oracle Fusion Applications Component Global Price List			
Application Management Suite for Oracle Fusion Applications	Named User Plus		
Application Management Suite for Oracle Fusion Applications	Processor		
Oracle E-Business Suite Applications Global Price List Component Pricing			
Purchasing	Application User		
*Option: Sourcing	Application User		
*Option: Sourcing Optimization	Application User		
iProcurement	Application User		
Oracle Business Intelligence Applications Global Price List Component Pricing			
Supply Chain and Order Management Analytics, Fusion Edition	Application User		
Financial Analytics, Fusion Edition	Application User		
Procurement & Spend Analytics, Fusion Edition	Application User		
Peoplesoft Component Global Price List			
Absence Management	Employee		
Benefits Administration	Employee		
JD Edwards Component Global Price List			

Reseller:

1.3.1 Perpetual Licenses Catalog Products

Global Price List - shown in dark grey	Metric	Insert Percentage Below Min. Discount for Licenses XX%	Insert Percentage Below First Year Maintenance Percentage based on discounted license Cost
CRM Foundation	Application User		
CRM Foundation	Connected Device		
Oracle Construction & Engineering Global Price List			
Primavera P6 Enterprise Project Portfolio Management	Application User		
Primavera P6 Progress Reporter	Application User		
Primavera P6 Professional Project Management	Application User		
TOTALS		**0%**	**0%**
AVERAGE DISCOUNTS		**0.000%**	**0.000%**

Reseller:

1.3.1 Perpetual Licenses Catalog Products

Global Price List - shown in dark grey	Metric	Insert Percentage Below Min. Discount for Licenses XX%	Insert Percentage Below First Year Maintenance Percentage based on discounted license Cost
ORACLE PRODUCTS TRANSACTION BANDS FOR PRODUCT			
		DISCOUNT END USER WITH BUDGET LESS THAN $100 MILLION	DISCOUNT END USER WITH BUDGET MORE THAN $100 MILLION
0-$25000			
$25000-$100,000			
$100,000-$250,000			
$250,000-$1,000,000			
$1,000,000- PLUS			
TOTALS		0%	0%
AVERAGE DISCOUNTS		0%	0%

Reseller:

1.3.2 Engineered Systems Catalog Products

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Oracle Engineered Systems Global Price List	Insert Percentage Below Min. Discount Eng Systems Hardware%	Insert Percentage Below First Year Oracle Premier Support for Systems Percentage based on discounted Hardware Cost	Insert Percentage Below First Year Oracle Premier Support for Operating SystemsPercentage based on discounted Hardware Cost	Insert Percentage Below First Year Oracle Customer Data and Device Retention Percentage based on discounted Hardware Cost	Insert Percentage Below Min. Discount for Licenses XX%	Insert Percentage Below First Year SULS Percentage based on discounted license Cost
Product						
Exadata						
Exadata Storage Server X7-2 Extreme Flash (EF) plus Infiniband Infrastructure						
Exadata Storage Server X7-2 High Capacity (HC) plus Infiniband Infrastructure						
Exadata Eighth Rack Storage Server X7-2 High Capacity (HC) plus InfiniBand Infrastructure						
Exadata Storage Server Software						
TOTALS	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**
AVERAGE DISCOUNTS	**0.000%**	**0.000%**	**0.000%**	**0.000%**	**0.000%**	**0.000%**
	TOTAL	0%				
	AVERAGE TOTAL	0%				

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Reseller:

1.3.3 Hardware, Servers, Storage and Networking Catalog Products

	Insert Percentage Below	Insert Percentage Below	Insert Percentage Below	Insert Percentage Below	Insert Percentage Below	Insert Percentage Below
Global Price List - shown in dark grey	**Min. Discount Hardware%**	**First Year Oracle Premier Support for Systems Percentage based on discounted Hardware Cost**	**First Year Oracle Premier Support for Operating SystemsPercentage based on discounted Hardware Cost**	**First Year Oracle Customer Data and Device Retention Percentage based on discounted Hardware Cost**	**Min. Discount for Licenses XX%**	**First Year SULS Percentage based on discounted license Cost**
Systems Hardware and Software Global Price List						
SPARC S7-2 server: base with 1 SPARC S7 8-core 4.27 GHz processor (for factory installation)						
StorageTek Availability Suite Software						
TOTALS	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**
AVERAGE DISCOUNTS	**0.000%**	**0.000%**	**0.000%**	**0.000%**	**0.000%**	**0.000%**
TOTAL	0%					
AVERAGE TOTAL	0%					

Reseller:

1.3.4 Cloud Services Catalog Products

Global Price List - shown in dark grey	Metric	Insert Percentage Below Min. Discount for Service XX%
Oracle Cloud Software as a Service (SaaS)		
Oracle RightNow Global Price List		
Oracle RightNow Standard Dynamic Agent Desktop Cloud Service	Hosted Named User	
Oracle Policy Automation Agent Cloud Service	Hosted Named User	
Oracle Taleo Cloud Service Global Price List		
Oracle Talent Acqusition Cloud Service	Hosted Employee	
Taleo Scheduling Cloud Service	Hosted Employee	
Oracle Fusion Cloud Service Global Price List		
Fusion CRM Base Premim Offering Cloud Service	Hosted Named User	
Fusion Human Capital Management Base Cloud Service	Hosted Employee	
Oracle Cloud Platform as a Service and Infrastructure as a Service (PaaS and IaaS)		
Oracle Cloud Platform as a Service and Infrastructure as a Service - Public Cloud Global Price List		
Oracle Analytics Cloud - Enterprise - Government	OCPU Per Hour	
Oracle Database Cloud Service - Standard Edition - General Purpose - Non-metered - Public Sector	Hosted Environment	
Oracle Storage Cloud Service - Non-metered - Public Sector	TB of Storage Capacity	
TOTALS		**0%**
AVERAGE DISCOUNTS		**0%**

Oracle Proprietary for Official Use Only. Distribution limited to DON ESL Working Group.

Reseller:

1.3.5 Consulting/Professional Services

	Labor Rate(s)				
Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5
Application Developer					
Associate Consultant					
Consulting/Engineer					
Director/Engineer					
Installation Engineer					
Managing Principal Consultant					
Practice Director					
Practice Manager					
Principal Consultant					
Project Manager/Engineer					
Senior Consultant/Engineer					
Senior Project Manager					
Sr. Application Developer					
Sr. Practice Director					
Sr. Principal Consultant					
Sr. Systems Engineer					
Staff Consultant					
Systems Engineer					
TOTAL	$ -	$ -	$ -	$ -	$ -
AVERAGE	$ -	$ -	$ -	$ -	$ -
TOTAL	$ -				
TOTAL AVERAGE	$ -				

Reseller:

1.3.6 Technical Support Services and/or Maintenance Support Services

Technical Support Services and/or Mainentance Support Services fees are calculated as a factor of fees paid on net new licenses and/or harware, renewal of services thereafter are priced based on a percentage increase over prior years fees and provided in accordance with then current Technical Support Policies.

Reseller:

1.3.7 Oracle Training and University Products

Oracle University Training Services	
Customer Transaction Band	E-Business License and Technical Support Discounts (Enter Discount off of list price. List price detailed at www.oracle.com/education
$0 - $10,000	0%
$10,001 - $25,000	0%
$25,001 - $50,000	0%
$50,001 - $100,000	0%
$100,001 - $250,000	0%
$250,001 +	0%
TOTAL	0%
AVERAGE	0%

Reseller:

1.3.8 Financing Services

PARTNERS TO INSERT FINANCIING SERVICES TAB

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EXHIBIT 4

(*DRAFT CONTRACT*)

ORACLE PRODUCTS AND SERVICES

This Contract is entered into this _____ day of _____, 20__ by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and _____, a _____ corporation ("Contractor") for the purchase of Oracle Products and Services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of Five (5) years, beginning on the day of , 2018 and ending the day of , 2023.

1.2 The products and services which are the subject of this Master Agreement ("County Contract") may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.

1.3 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of Five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

1.4 CONTRACT COMPLETION:

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to the preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

2.0 PRICE ADJUSTMENTS (applies to percentages in contract):

Any requests for reasonable price adjustments must be submitted one hundred and twenty (120) calendar days prior to the Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the Contract. The new change shall not be in effect until the date stipulated on the Contract.

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3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."

3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Project name and/or number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the Department as listed on the Purchase Order.

3.3.3 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (http://www.maricopa.gov/922/Vendors).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 PAYMENT RETENTION:

3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by Contractor related to work under this Contract shall be retained by County until Final Completion of the services herein described in any project Exhibit B Scope of Work. County may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this Contract by County through no fault of Contractor, Contractor shall be entitled to the refund of any funds in the retention account.

3.4.2 After fifty percent (50%) of the work has been completed, the Maricopa County Executive Steering Committee may reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage shall be in the discretion of the Maricopa County Executive Steering Committee. Any interest earned on retainage shall accrue solely to the benefit of County.

3.4.3 The Contractor shall have the right, pursuant to Arizona Revised Statues, to submit securities in lieu of retention for all work completed. The Contractor is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The Contractor shall request and obtain securities forms through County. The County must identify either securities option or retention option prior to first Application for Payment.

3.5 APPLICABLE TAXES:

3.5.1 Payment of Taxes: The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.5.2 State and Local Transaction Privilege Taxes: To the extent any State and local transaction privilege taxes apply to sales made under the terms of this Contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.5.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or State and local laws and regulations, and any other costs including; transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

3.6 TAX (SERVICES):

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes.

3.7 TAX (COMMODITIES):

Tax shall not be invoiced against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

County currently holds ICPA's with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the Contract under its procurement rules, processes and procedures.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit “B”, or as otherwise directed in writing by the issuance of a project scope of work or Purchase Order by the Procurement Officer.

5.2 During the Contract term, County may provide Contractor’s personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS AND CONDITIONS:

6.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence,

misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

6.2 INFRINGEMENT DEFENSE INDEMNIFICATION:

6.2.1 Defense and Indemnity: Contractor shall defend, Participate and Share in the Cost, as defined below, in the full defense of the County against any Claim, as defined below, and will indemnify and hold harmless the County as provided for in this Section for any judgments, settlements and court awarded attorney's fees resulting from a Claim where the claimant is adjudged the successful party in the Claim. Contractor's obligations under this Section are conditioned on the following: (i) County promptly notifies Contractor of the Claim in writing upon being made aware of the Claim; (ii) County gives Contractor lead authority and County being control of the defense and (if applicable) settlement of the Claim, provided that County's legal counsel may participate in such defense and settlement, at County's expense, and (iii) County provides all information and assistance reasonably requested by Contractor to handle the defense or settlement of the Claim. For purposes of this Section, "Claim" means any cause of action in a third party action, suit or proceeding against County alleging that Contractor software, or its upgrades, modifications, or revisions, as of its delivery date under this Contract, infringes a valid U.S. patent, copyright or trademark. For the purposes of this section, "Participate and Share in the Costs" means Contractor will assist the County in the defense of the claim, to the extent agreed to by the parties, except that Contractor shall be solely responsible for any and all costs adjudged in a successful Claim against the County.

6.2.2 Remedial Measures: If software becomes, or Contractor reasonably believes use of software may become the subject of a Claim, Contractor may, at its own expense and option: (i) procure for County the right to continue use of the Product; (ii) replace or modify the software; or to the extent that neither (i) nor (ii) are deemed commercially practicable, (iii) refund to County a pro-rated portion of the applicable fees for software based on a linear depreciation monthly over 10 year useful life, in which case County will cease all use of software and return it to Contractor.

6.2.2.1 Exceptions: Contractor will have no defense or indemnity obligation for any Claim based on: (i) modifications by someone other than Contractor; (ii) software has been modified by Contractor in accordance with County-provided specifications or instructions; (iii) use or combination by the County of software with Third Party Products, open source or freeware technology; (iv) Third Party Products, open source or freeware technology; (v) a product that is used or located by County in a country other than the country in which or for which it was supplied by Contractor; (vi) possession or use of a product after Contractor has informed County of modifications or changes required to avoid such Claim and offered to implement those modifications or changes, if such Claim would have been avoided by implementation of Contractor's suggestions and to the extent County did not provide Contractor with a reasonable opportunity to implement Contractor's suggestions; or (vii) the amount of revenue or profits earned or other value obtained by the use of Products, or the amount of use of the Products. "Third Party Products" means any products made by a party other than Contractor, and may include, without limitation, products ordered by County from third parties. However, components of Contractor branded Products are not Third Party Products if they are both: (i) embedded in Third Party Products (i.e., not recognizable as standalone items); and (ii) not identified as separate items on Contractor's price list, quotes, order specifications forms or documentation.

6.2.3 The foregoing states Contractor's entire liability, and County's sole and exclusive remedy except as provided at law or equity, with respect to any infringement or misappropriate of any intellectual property rights of another party.

6.3 SOURCE CODE ESCROW REQUIREMENT (IF APPLICABLE):

6.3.1 The Contractor shall provide all source code and any updates or fixes for the Contractor Commercial off the Shelf ("COTS") application software that Maricopa County has purchased from Contractor for safekeeping with a mutually acceptable escrow agent within thirty (30) days of award. The software source deposited with the escrow agent will be a snapshot of all source code maintained by Contractor in the form of a Microsoft Visual Source Safe Archive. In this way, as beneficiary of the escrow agreement between Contractor and escrow agent, Maricopa County will have access to all source code of the products that they license for all versions of the software. Furthermore, the escrowed code shall include all code specifically developed for Maricopa County including, but not limited to: interfaces, Extraction-Transformation-Loading (ETL) routines for data conversion, and all custom code. Upon taking possession of the source code, Maricopa County will have the right to use the source for products that they license in the versions currently installed on the System or any subsequent versions in the archive. Contractor will make a deposit of the Source Safe Archive with the escrow agent upon the release of version release or once every six (6) months, whichever occurs first.

6.3.2 Maricopa County hereby agrees to pay the yearly standard fee for a beneficiary of the source code.

6.3.3 Maricopa County shall have access to the source code in the event any of the following circumstances:

6.3.3.1 the sale, assignment, or transfer to any third party of any of Contractor's rights in the licensed product (or any portion thereof) if such sale, assignment, or transfer would prevent Contractor from fully performing any of its obligations under any agreement with Maricopa County;

6.3.3.2 Contractor becomes insolvent or commits any affirmative act of insolvency, or generally fails to pay, or admits in writing its inability to pay, debts as they become due, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under, or case in, any bankruptcy or insolvency law, or Contractor takes any action to authorize, or in the furtherance of, any of the foregoing;

6.3.3.3 Contractor discontinues providing full support and maintenance services for the licensed product in accordance with its obligations pursuant to any agreement with Maricopa County;

6.3.3.4 Contractor has ceased to do business or improperly refuses to provide any services pursuant to any agreement with Maricopa County;

6.3.3.5 Contractor has breached (and if subject to a cure period, has not cured such breach within such period) any material term or condition of any agreement with Maricopa County;

6.3.3.6 Any change of control of Contractor or Contractor's parent company, where such party is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of such party are acquired by any entity, or such party is merged with or into another entity to form a new entity; or

6.3.3.7 Any other circumstance in which Maricopa County is entitled to access or use the applicable deposit materials (including, but not limited to, the source code) under the express terms of any agreement between Contractor and Maricopa County.

6.3.4 Upon Maricopa County taking possession of the source code, Maricopa County hereby agrees as follows:

6.3.4.1 Maricopa County accepts full and total responsibility for the safekeeping of the source code. Maricopa County agrees that such source code shall be subject to the restrictions of transfer, sale, and reproduction placed on the software itself as stated in the software license signed by all parties.

6.3.4.2 Maricopa County agrees to only use source code related to applications for which they own a license. There will be source from other applications in the archive.

6.3.4.3 Maricopa County agrees, if so ordered by a court of competent jurisdiction, to compensate Contractor for any and all damages Contractor suffers, to include reasonable attorney's fees, resulting directly or indirectly from, but not limited to, the mishandling, misuse, or theft of the source code, regardless of intent, or the absence thereof, by Maricopa County, its employees, agents and third-party contractors.

6.3.4.4 No license under any trademark, patent, copyright, or any other intellectual property right, is either granted or implied by the disclosure of the source code to Maricopa County. The Contractor's disclosure of the source code to Maricopa County shall not constitute any representation, warranty, assurance, guarantee or inducement by the Contractor to Maricopa County of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, or any other intellectual property rights, or other rights of third persons or of Contractor.

6.3.4.5 Contractor will not be responsible for maintaining the source code. Furthermore, Contractor will not be liable for any consequences related to the use of source code modified by Maricopa County.

6.4 INSURANCE:

6.4.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.4.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.4.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.4.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.4.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its

option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.4.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.4.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.4.8 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.4.9 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this Contract.

6.4.10 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.4.11 Errors and Omissions (Professional Liability) Insurance:

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the Contractor, with limits of no less than $2,000,000 for each claim.

6.4.12 Crime:

Contractor shall maintain Commercial Crime Liability Insurance with a limit of not less than $500,000 for each occurrence. The policy shall include, but not be limited to, coverage for employee dishonesty, fraud, theft, or embezzlement.

6.4.13 Cyber:

Policy Limit:

6.4.13.1 The policy shall be issued with minimum limits of $100,000.
6.4.13.2 The policy shall include coverage for all directors, officers, agents and employees of the Contractor.
6.4.13.3 The policy shall include coverage for third party fidelity.
6.4.13.4 The policy shall include coverage for theft.
6.4.13.5 The policy shall contain no requirement for arrest and conviction.
6.4.13.6 The policy shall cover loss outside the premises of the Named Insured.
6.4.13.7 The policy shall endorse (Blanket Endorsements are not acceptable) the Department as Loss Payee as our interest may appear.

6.4.14 Technology Errors & Omission Insurance:

- Each claim $2,000,000
- Annual Aggregate $2,000,000

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this Contract.

In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

6.4.15 Network Security (Cyber) and Privacy Liability (IF APPLICABLE TO PROJECT):

- Each Claim $2,000,000
- Annual Aggregate $2,000,000

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation, and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

6.4.16 County shall be a Certificate Holder:

Before providing the services as defined above, Developer shall furnish County with Certificates of Insurance evidencing coverage required by this Article. The certificates shall identify County as additional insured and shall be signed by a person authorized by that insurer to bind coverage on its behalf.

All obligations for occurrence coverage shall survive termination of this Agreement. Other insurance policies required hereby shall expressly provide that such policies shall

not be canceled, terminated or materially altered without thirty (30) days prior written notice to County.

All insurance obligations of this Article shall survive termination of this Agreement.

It is understood that the County is "Self-Insured" and a Certificate of Insurance shall be provided by County upon approval of this Agreement by the Parties.

6.4.17 Certificates of Insurance:

6.4.17.1 Prior to Contract award, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.4.17.2 In the event any insurance policy(ies) required by this Contract is(are) written on a claims made basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.4.17.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) calendar days prior to the expiration date.

6.4.18 Cancellation and Expiration Notice:

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two (2) business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to the Procurement Officer noted in the solicitation.

6.5 BOND REQUIREMENT (IF REQUIRED FOR ANY PROJECT):

6.5.1 Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

6.5.1.1 Performance Bond equal to the full Contract amount ($_____or as specified) conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.

6.5.1.2 A Payment Bond equal to the full Contract amount ($_____or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract.

6.5.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

6.5.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the

Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.6 FORCE MAJEURE:

6.6.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.6.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.6.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.6.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.7 WARRANTY (IF APPLICABLE):

6.7.1 The minimum warranty for products shall be 90-days, or the manufacturers' warranty, whichever is greater. Warranty replacement shall be done at no additional cost to the County. This includes special order or non-stock parts. Freight charges, transportation charges, etc. are all incurred by the Contractor. The effective date on all warranties shall commence upon the date of installation.

6.7.2 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

6.7.3 The warranty period for workmanship shall be for an initial period of twelve (12) months and commence upon acceptance by County.

6.7.3.1 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

6.7.3.2 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

6.7.4 Contractor shall respond to all warranty requests within 24-hours of notification.

6.8 DELIVERY:

6.8.1 Delivery shall be made within 48 hours after receipt of order (ARO)

6.8.2 Exceptions to delivery schedule will be special order items that must be identified.

6.8.3 Maricopa County reserves the right to obtain material on the open market in the event Contractors fail to make delivery and charge any price differential to the Contractor.

6.8.4 Delivery shall be F.O.B. Destination, Freight Prepaid.

6.9 EXPEDITED DELIVERY:

6.9.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the County.

6.9.2 The County shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

6.9.3 Upon receipt of material(s) and invoicing, the County shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The County shall retain all documents related to these costs within the agency purchase file.

6.10 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

6.10.1 Contract Serial number.

6.10.2 Contractor's name and address.

6.10.3 Using Agency name and address.

6.10.4 Using Agency purchase order number.

6.10.5 A description of product(s) shipped, including item number(s), quantity(ies), number of containers and package number(s), as applicable.

6.11 PERFORMANCE:

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform and any price differential will be charged against the Contractor.

6.12 SHIPPING CHARGES:

6.12.1 Shipping costs will be borne by the Contractor. FOB: Destination.

6.12.2 Exceptions to normal shipping charges:

Expedited freight will be pre-paid by the Contractor and added to invoice if the normal shipping schedule does not meet County requirements. These requirements will be made in writing to the contractor.

6.13 PACKAGING/PACKING:

Unless otherwise stated, commercial packages and packing, suitable for the type, size, and kind of product, commonly used in the industry for the purpose, so constructed as to ensure acceptance and safe delivery, at the lowest rate, to the point of delivery specified in the bid document is acceptable.

6.14 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Department. These may be provided in hard copy or electronically.

6.15 INSTALLATION:

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

6.16 ACCEPTANCE (IF APPLICABLE):

6.16.1 **Perpetual Licenses** – Software is made available via a web link provided by the Licensor; there is no acceptance period for perpetual licenses.

6.16.2 **Engineered Systems and Hardware** - For Customer's Initial purchase of each Engineered Systems or Hardware the Contractor shall provide an acceptance test period (the "Test Period ") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base server(s) and/or personal computer(s); and c.) implementation team training, if any, is complete. During the Test Period, County shall determine whether the Equipment and Software meet the Contractor published electronic documentation, ("Specifications"). The Test Period shall be for at least ninety (90) calendar days, or as negotiated for that specific project. If County has not given Contractor a written deficiency statement specifying how the Equipment or Software fails to meet the Specification ("Deficiency Statement') within the Test Period, the Equipment and Software shall be deemed accepted. If County provides a Deficiency Statement within the Test Period, Contractor shall have thirty (30) calendar days to correct the deficiency, and the Customer shall have an additional sixty (60) calendar days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second thirty (30) calendar day period, the County may terminate this Contract. Upon any such termination, Contractor shall, at Contractor's cost, remove all equipment and software from County premises and equipment. County shall return all Equipment and Software to Contractor, and Contractor shall refund any monies paid by County to Contractor. Upon completion of these terms, neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

6.16.3 **Cloud Services – Cloud services are provisions via a web link provided by the cloud service** provider; there is no acceptance period for cloud services.

6.17 RETURN POLICY:

The Bidders shall state their return policy, time limitations, or restocking charges (if any) for such returns. Products will not be accepted in damaged or broken/unsealed packages. Credit memos shall be issued, in accordance with the Contractor's return policy. If a restocking charge is applied, the credit memo must reflect the full credit amount of each item returned and the restocking charge shall be a separate line.

6.18 INSPECTION OF SERVICES (IF APPLICABLE):

6.18.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during Contract performance and for as long afterwards as the Contract requires.

6.18.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.18.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

6.18.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.18.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.18.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.18.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.18.4.2 Terminate the Contract for default.

6.19 ORDERING AUTHORITY:

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

6.20 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:

This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.

6.21 PURCHASE ORDERS:

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.22 BACKGROUND CHECK (IF REQUIRED BY PROJECT):

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the Contractor, subcontractors and employees.

6.23 SUSPENSION OF WORK:

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

6.24 STOP WORK ORDER:

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either:

6.24.1 Cancel the stop work order; or

6.24.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience clause of this Contract.

6.24.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or Contract price, or otherwise, and the Contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.25 TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.26 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:

6.26.1 Deliver the supplies or to perform the services within the time specified in this Contract or any extension;

6.26.2 Make progress, so as to endanger performance of this Contract; or

6.26.3 Perform any of the other provisions of this Contract.

The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within ten (10) business days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.27 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the Contract, if any person

significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County from any other party to the Contract arising as the result of the Contract.

6.28 CONTRACTOR LICENSE REQUIREMENT:

6.28.1 The Contractor shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Contractor shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the Department of any and all changes concerning permits, insurance or licenses.

6.28.2 Contractor furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the Contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.29 SUBCONTRACTING:

6.29.1 The Contractor may not assign to another contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Contract Number and identify the job project.

6.29.2 The subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the Prime Contractor's invoice.

6.30 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.31 ADDITIONS/DELETIONS OF REQUIREMENTS:

The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.32 STRICT COMPLIANCE:

Acceptance by County of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the Contract.

6.33 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.34 SEVERABILITY:

The removal, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.35 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.36 NON-DISCRIMINATION:

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona website (http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.37 ISRAEL BOYCOTT:

By signing this Contract, the Contractor certifies that they are in compliance with Article 9, A.R.S. § 35-393 *et seq*.

6.38 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

6.38.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, it's current officers and directors;

6.38.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;

6.38.1.2 have not within three (3) year period preceding this Contract;

6.38.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and

6.38.1.2.2 been convicted of violation of any Federal or State antitrust statues or conviction for embezzlement, theft, forgery, bribery, falsification or

destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

6.38.1.2.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.

6.38.1.3 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

6.38.2 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.39 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.39.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.39.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.39.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the Contract and may pursue any and all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.40 INFLUENCE:

As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.40.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy,

6.40.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARDS TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

6.41 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS:

6.41.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;

6.41.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

6.41.3 Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold ($150,000 as of September 2013).

6.42 UNIFORM ADMINISTRATIVE REQUIREMENTS:

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

6.43 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.43.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.43.2 If the Contractor’s books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and

document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.44 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.45 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the Contract.

6.46 CONFIDENTIAL INFORMATION:

Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) business days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

6.47 PUBLIC RECORDS:

Under Arizona law, all Contracts are public records and must be retained by the Records Manager at the Office of Procurement Services. Contracts shall be open to public inspection and copying after Contract award and execution, except for such Contracts or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services.

6.48 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.49 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

SERIAL 180233-RFP

6.50 RELATIONSHIPS:

6.50.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.50.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.51 GOVERNING LAW:

This Contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court, Phoenix, Arizona.

6.52 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.53 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.53.1 Exhibit A, Pricing;

6.53.2 Exhibit B, Scope of Work;

6.53.3 Exhibit C, Oracle Standard Terms and Conditions for Products and Services; and

6.53.4 Exhibit D, Office of Procurement Services Contractor Travel and Per Diem Policy

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

SERIAL 180233-RFP

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS DATE

ATTESTED:

CLERK OF THE BOARD DATE

APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY DATE

Question and Answers for Bid #180233-RFP - ORACLE PRODUCTS AND SERVICES

Overall Bid Questions
There are no questions associated with this bid.