



Winston F. McColl
Director

County of San Diego
Department of Purchasing and Contracting
10089 Willow Creek Road, Suite 150, San Diego, California 92131-1699

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August 11, 2010

REQUEST FOR PROPOSALS (RFP) NO. 4708
COUNTY OF SAN DIEGO, DEPARTMENT OF PURCHASING & CONTRACTING
OFFICE SUPPLIES, SCHOOL SUPPLIES, AND MULTI-PURPOSE PAPER PRODUCTS

The County of San Diego is seeking proposals from qualified firms to provide office and school supplies service in a just-in-time service environment.

The selected supplier will be awarded a contract for up to eight (8) years to provide office and school supply commodities and related delivery services and related activities including product usage reports to satisfactorily support the County of San Diego, with a just-in-time support system designed to provide the ability to establish internally stockless operations.

Additionally, the County of San Diego, CA, is acting as a Principal Procurement Agency, on behalf of itself and the National Intergovernmental Purchasing Alliance Company (National IPA), to create a nationwide contract for office and school supplies that will be available and marketed by National IPA and the selected supplier to Participating Public Agencies nationwide. The dollar volume of Office and School Supplies purchased under the Master Agreement is estimated to be \$100 million annually. While no minimum volume is guaranteed, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other government agencies that intend to utilize the resulting master agreement to be made available to them through National IPA, and volume growth into other agencies through a coordinated marketing approach between Supplier and National IPA. The selected supplier will be subject to the documents found at Exhibit D - "NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS", as part of contract with the County of San Diego. The contract for Office and School Supplies Service shall be in accordance with the County standards, conditions, and methods set forth herein.

The initial contract term will be for a period of two (2) years (01/01/2011 to 12/31/2012) with three 2-year options, through 12/31/2018. The estimated annual contract value for the County of San Diego is approximately \$5 million annually..

This RFP package includes:

- Cover Letter to the RFP
- Cover Page (P&C 600 Form) - Requests necessary Offeror information and includes the Offeror's signed authorization for the proposal
- Representations and Certifications Form - Requests additional Offeror information related to 501(c)(3) status, affirmative action and pricing
- RFP Terms and Conditions
- Evaluation and Submittal Requirements
- Draft Pro Forma Service Agreement, which includes drafts of the following:
 - Exhibit A, Statement of Work
 - Exhibit B, Insurance and Bonding Requirements
 - Exhibit C, Pricing Schedule
 - Exhibit D, National Intergovernmental Purchasing Alliance Exhibits
 - Attachment 1, Delivery Point Code Listing

PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on **Tuesday, August 24, 2010, 9:00 AM** at the offices of the County of San Diego Department of Purchasing and Contracting, 10089 Willow Creek Road, Suite 150, San Diego, CA 92131. Questions regarding the process will be addressed. Requests for clarification related to definition or interpretation of this RFP shall be made in writing and submitted via e-mail to Germaine.Howson@sdcounty.ca.gov. Oral explanations or instructions shall not be considered binding on behalf of the County.

PROPOSAL DUE DATE

Submit a completed proposal in accordance with the format provided in this solicitation to the County of San Diego, Department of Purchasing and Contracting at the address stated in the letterhead above in a sealed envelope or package no later than and prior to **3:00 PM local time on Monday, September 13, 2010**. Clearly mark the exterior of the envelope or package with "RFP 4708" and the name and address of the Offeror. If delivering your proposal on the due date, plan to arrive early, as parking may be limited.

Late submissions cannot be considered unless they are the only ones received or there was mishandling on the part of County of San Diego, Department Purchasing and Contracting staff.

QUESTIONS

Questions and requests for clarification related to definition or interpretation of this RFP shall be requested in writing prior to **Tuesday, August 31, 2010 at 5:00 PM**. Questions **MUST** be submitted in writing via e-mail to Germaine.Howson@sdcounty.ca.gov. No questions will be accepted via telephone. An addendum will be issued in response to questions, which will only be available by downloading from BuyNet.

This solicitation is available for download from the County's internet site at www.sdcounty.ca.gov. Under "Quick Links A-Z Services" – Select "BuyNet." If already registered select:

- Select "View/Respond to Solicitations"
- Select the RFP Number to access the files
- If not yet registered, please follow the instructions and register under **UNSPSC code 4410000, 4412000, or 44110000**

It is the offeror's responsibility to check for addenda on the web site. The County cannot notify those who download solicitation documents from the web site of changes or addenda. The master copy of the bid or proposal documents offered for electronic download shall be considered the original. If you are unable to download this document, you may contact Contract Clerical Support at (858) 537-2505 and a hard copy will be mailed to you.

This RFP does not commit the County of San Diego to award a contract or to pay any costs incurred in the preparation of the proposal. The County of San Diego reserves the right to cancel this solicitation, in part or in its entirety, should this be in the best interest of the County.

AWARD

This will be a competitively negotiated procurement. After evaluation of proposals, the County may request additional details/elements of the proposals. These discussions will NOT constitute negotiations. Negotiations may be conducted at the discretion of the County. The County may decide to award contract(s) without negotiation; therefore, Offeror(s) shall submit their best proposal initially. The County reserves the right to award contract(s) to the Offeror(s) submitting the proposal determined to be most advantageous to the County's best interest, price and other factors considered.

RFP 4708
Department Of Purchasing & Contracting
Office Supplies, School Supplies, and Multi-purpose Paper Products

Upon completion of clarifications/negotiations, the successful offeror will be required to submit one (1) original proposal in the following format: the proposal shall not include sections and/or documents that contain shading or are shaded, i.e. charts, tables, etc., pages with colors, colored fonts, or printed on colored paper, and documents that contain color or black and white photos.

If you have any questions or comments regarding this solicitation, please contact Germaine Howson, Contracting Officer at 858.537.2553 or via e-mail at the address listed above.

Germaine Howson for
WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

WFM:GGH

COUNTY OF SAN DIEGO REQUEST FOR PROPOSALS

THIS IS NOT AN ORDER

MAIL OR DELIVER YOUR PROPOSAL TO:

County of San Diego, Department of Purchasing and Contracting
 10089 Willow Creek Road, Suite 150, Mail Stop O32
 San Diego, California 92131-1699

FOR INFORMATION, PLEASE

E-MAIL Germaine.Howson@sdcounty.ca.govProposals shall be **received** at the above addressprior to **3:00 PM LOCAL TIME, September 13, 2010**

**SUBMIT PROPOSALS IN SEPARATE SEALED ENVELOPE OR PACKAGE MARKED
 ON THE OUTSIDE WITH THE RFP NUMBER AND THE PROPOSER'S NAME AND ADDRESS**

DESCRIPTION

The County of San Diego is seeking proposals from qualified firms to provide office and school supply commodities and related delivery services and related activities including product usage reports to satisfactorily support the County of San Diego, with a just-in-time support system designed to provide the ability to establish internally stockless operations. Additionally, the County of San Diego, CA, is acting as a Principal Procurement Agency, on behalf of itself and the National Intergovernmental Purchasing Alliance Company (National IPA), to create a nationwide contract for office and school supplies that will be available and marketed by National IPA and the selected supplier to participating public agencies nationwide.

PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on **August 24, 2010, 10:00 AM** at the offices of the County of San Diego Department of Purchasing and Contracting, 10089 Willow Creek Road, Suite 150, San Diego, CA 92131. Questions regarding process will be addressed and requests for clarification related to definition or interpretation of this RFP shall be requested in writing and submitted via e-mail to Germaine.Howson@sdcounty.ca.gov by **August 31, 2010**.

TYPE OR USE BLACK INK TO COMPLETE THE OFFEROR INFORMATION BELOW

Offeror hereby acknowledges receipt of the RFP and Addenda Number 1 through [].

OFFEROR INFORMATION:		AUTHORIZATION FOR OFFER (Must be signed):	
Firm Name:		By: _____	Signature
Street:			
City/State/Zip:			
Phone No: () Fax No: ()			
E-mail Address:			Offer Date
Contact Person (If other than above):		Name:	
Name:	Phone No: ()	Title:	
Title:			
E-Mail Address:			

NOTE: RFPs, associated documents and addenda may be obtained from the Department of Purchasing and Contracting at 10089 Willow Creek Road, Suite 150, San Diego, California 92131-1699 or by downloading from the department's Web site "BuyNet" at www.sdcounty.ca.gov. It is the Offeror's responsibility to periodically check the Web site for addendum that may be issued to implement changes or clarification to the RFP, prior to the due date.

SUBMIT THIS COMPLETED FORM AS THE COVER PAGE OF THE PROPOSAL

REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1. NOT-FOR-PROFIT ORGANIZATIONS

Attach proof of status and omit Paragraph 3.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) below and the contract must be approved by the Board of Supervisors

List of for-profit
entity(ies): _____

If more than 1, attach a separate sheet listing them all.

3. BUSINESS REPRESENTATION

3.1. DEFINITION OF A DISABLED VETERANS BUSINESS ENTERPRISE

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, section 999).

3.2. REPRESENTATION AS DISABLED DEBARMENT, SUSPENSION AND RELATED MATTERS

This Offeror represents as a part of this offer that the ownership, operation and control of the business, in accordance with the specific definition in 3.1, I am currently certified by (Government Agency): _____

Certification #: _____

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

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

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

- 4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

- 4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

- 4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

- 4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

5. CERTIFICATE OF CURRENT COST OR PRICING

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

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this offer, each Offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

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

- 6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

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

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: _____ Signature: _____

Title: _____ Date: _____

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

REQUEST FOR PROPOSALS (RFP) NO. 4708
COUNTY OF SAN DIEGO, DEPARTMENT OF PURCHASING & CONTRACTING
OFFICE SUPPLIES, SCHOOL SUPPLIES, AND MULTI-PURPOSE PAPER PRODUCTS

PROPOSAL TERMS AND CONDITIONS

1 RFP PROCESS

- 1.1 RFP's shall normally be made available on the County of San Diego's BuyNet site. Firms may request a hard copy from Purchasing and Contracting Clerical Section.
- 1.2 The County reserves the right to host pre-proposal conference(s). If scheduled, the date, time, and location for the first pre-proposal conference can be found in the Cover Letter to this RFP and on the County BuyNet site under NOTICES on the Request for Bid or Proposals page.
- 1.3 Diligence Material, if provided, is subject to the following disclaimer: Neither the County nor any of its agents, advisors, or representatives has made or makes any representation or warranty, express or implied, as to the accuracy or completeness of the Diligence Material. Without limiting the generality of the foregoing, the Diligence Material may include certain assumptions, statements, estimates, and projections provided by or with respect to the County. Such assumptions, statements, estimates, and projections reflect various assumptions made by the County, which assumptions may or may not prove to be correct. No representations are made by the County as to the accuracy of such assumptions, statements, estimates, or projections.
- 1.4 Offerors Inquiries and County Responses - All contacts from your organization related to this RFP or your Proposal must be directed in writing exclusively to the County's Contracting Officer. You should not attempt to contact any other County personnel about this RFP unless authorized by the Contracting Officer.
- 1.5 Written addenda to the RFP may be issued to provide clarifications, corrections, or to answer questions.
- 1.6 Proposals must be submitted by the time and Date specified in the PC Form 600 and/or the Cover Letter. Late submissions cannot be reviewed unless it is the only one received or there was mishandling on the part of County staff.
- 1.7 Proposals will be evaluated by a Source Selection Committee (SSC) appointed by a Source Selection Authority(s) (SSA).
- 1.8 The County's Contracting Officer may seek clarifications for the SSC. The Contracting Officer shall determine the appropriate means of clarification: telephonic, e-mail, letter, or oral interviews.
- 1.9 Upon recommendation of the SSA, negotiations may be held with one or more offerors. Negotiations will be concluded with those firms remaining in the competitive range, which shall conclude with a request for best and final offer.
- 1.10 The County of San Diego, Contracting Officer will notify all Offerors and post a Notice of Intent to Award for five workdays after receipt and approval of the Source Selection Authority(s) recommendation to award.
- 1.11 The Department of Purchasing and Contracting will notify all Offerors of the status of each Proposal, prior to posting the Notice of Intent to Award.
- 1.12 Below is the County's **anticipated** timeline for award of this contract:

Event Description	Target Date(s)	
RFP Issued	August 11, 2010	
Pre-Proposal Conference	August 24, 2010	
Final Deadline for questions due	August 31, 2010	
County issues answers to all questions	September 8, 2010	
Proposals due	September 13, 2010	
Source Selection Committee evaluates RFP's	September 2010	
Source Selection Authority Approval	October 2010	
Notice of Intent to Award Published	November 2010	
Award Contract(s)	November 2010	
Implementation Begins	January 1, 2011	

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PROPOSAL TERMS AND CONDITIONS

1 SUBMISSION OF PROPOSAL

- 1.1 RFPs, associated documents and addenda may be obtained from the Department of Purchasing and Contracting at 10089 Willow Creek Rd, Ste.150, San Diego, CA, 92131-1699 or by downloading from the department's Web site "BuyNet" at <http://buynet.sdcounty.ca.gov/>. It is the Offeror's responsibility to periodically check the Web site for addendum that may be issued to implement changes or clarification to the RFP, prior to the due date.
- 1.2 It is understood and agreed upon by the Offeror in submitting a Proposal that the County has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number received; competitive technical information; competitive price information; and the County evaluation concerns about competing Proposals. Information releasable after award is subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following.
- 1.3 Offerors shall submit an original prior to the date and time specified. In addition the offeror may be requested to submit additional copies; these copies should be submitted along with the original. Failure to submit the required number of copies may result in finding of non-conformance. Originals should be clearly marked.
- 1.4 Unless otherwise specified proposals shall be on 8-1/2" x 11" white bond paper with no less than 1/2" margins and ten (10) point font. Pages shall be consecutively numbered within the bottom or top margin of each page, including attachments, such that if the document became separated, it could easily be put back together. Ensure that each copy is securely fastened and original and all copies are submitted in a sealed envelope or box with the RFP number and the name and address of the offeror on the outside of the package/container. Note: There does not need to be a separate envelope or package for each of the copies.
- 1.5 Unless other specified the Proposal shall conform to the following format:
 - 1.5.1 A completed and signed PC 600 Form shall be submitted as the cover of your proposal.
 - 1.5.2 A completed and signed Representations and Certifications form shall be submitted as the second page of your Proposal.
 - 1.5.3 A table of contents listing, by page number and all other contents of the Proposal shall be submitted after the Representations and Certifications form.
 - 1.5.4 The proposal shall be in the required format with all forms, answers and attachments sequentially numbered to correspond to the applicable question or requirement.
 - 1.5.5 Each Proposal shall be typed and be concise but comprehensive. Proposal shall not include promotional material. Proposal shall be in accordance with the requirements discussed herein.
 - 1.5.6 All information provided shall be verifiable by telephone. The County may, but is not obligated to, use only those telephone numbers and names of contacts provided in the Proposal.
 - 1.5.7 No document shall contain any shading.

2 EVALUATION AND SELECTION

- 2.1 Proposals will be evaluated based upon the information provided in response to the RFP "Evaluation and Submittal Requirements" and other information known to the County. This information may be provided by written material, electronic means, or oral presentations.
- 2.2 The County reserves the right to request clarification and/or request additional information from Offerors if necessary. Such clarifications and/or additional information shall be submitted by the Offerors as an Addendum to the Proposal upon request of the Contracting Officer. However, since no additional input may be requested, Offerors are advised to submit complete information in the Proposal.
- 2.3 The "Evaluation and Submittal Requirements" may authorize the use of presentations and/or interviews as a method of presenting the offeror proposal or obtaining additional information. The Source Selection Committee (SSC) may invite competitive Offerors to make a presentation to, or participate in interviews with the County at a date, time and location determined by the County. The purpose of such presentations or interviews would be to allow the Offerors to present their proposed solutions to the County and for the SSC to obtain additional information; the key points in the Proposals will be evaluated by the SSC.

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- 2.4 The evaluation to determine the competitive range shall use the non-exclusive list of criteria contain in “Evaluation and Submittal Requirements.”
- 2.5 The overall total cost to the County will be considered in evaluation. Although cost may be of lesser importance as an evaluation factor, it should not be ignored. The degree of importance will increase with the degree of quality of the proposals with respect to the other evaluation factors.
- 2.6 It is in the best interest of the County to have a contract portfolio that is not too heavily dependent upon one or a few contractors. Maintaining a balanced portfolio will be considered in the evaluation process. The degree of importance of this factor will increase along with the number of contracts an offeror has or proposes to have with the County.
- 2.7 The County has an interest in a competitive contractor environment. This means that it is to the County’s advantage to have multiple contractors within the County that are qualified and willing to provide the services sought. To insure a continuing competitive environment, the County will take into consideration the number of existing contracts and proposed contracts a particular contractor entity has or may have with the County when evaluating the proposals. The degree of importance of this factor will increase along with the number of contracts an offeror has or proposes to have with the County.
- 2.8 The Source Selection Authority may, at its sole discretion, authorize the Contracting Officer to enter into negotiations with any Offerors found to be in the competitive range.
- 2.9 Best and Final Offer request will be issued at the conclusion of negotiations and may contain additional selection discriminators. The Source Selection Committee shall review best and final Offer responses and make an award recommendation to the SSA.
- 2.10 Upon Posting of the Notice of Intent to Award, the Contracting Officer will enter into contract finalization negotiations and upon the successful completion, award an Agreement with the Offeror who’s Proposal has been ranked first by the County on the basis of best value to the County.
- 3 SIGNATURE** All Proposals shall be signed by an authorized officer or employee of the submitting organization. The title of the authorized officer or employee, the name, e-mail, address and phone and fax number of the organization shall be included. Obligations committed by such signatures shall be fulfilled.
- 4 COST COMPARISONS** The County Charter requires a finding of economy and efficiency prior to award of contracts for service that can be performed by persons employed in the Classified Service to an independent contractor. It is the intent, subject to a finding of economy and efficiency, to contract for these services. The cost comparison is subject to review and approval by the Chief Administrative Officer.
- 5 PROPRIETARY INFORMATION** All proposals become the property of the County of San Diego unless return is specifically requested as specified in Paragraph 9. The County is a public agency subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following. These requirements include an exemption for “trade secrets”. If any proprietary information is contained in or attached to the written proposal, it must be clearly identified. In order to protect trade secrets from disclosure, pursuant to a public Records Acts request, you must agree in writing to defend and indemnify the County if litigation results.
- 6 INTERLOCKING DIRECTORATE** In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated on the Representations and Certifications form, paragraph 2 , Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this bid or proposal, Offeror certifies he will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on the Representations and Certifications form, and any resulting contract must be approved by the Board of Supervisor.
- 7 UNNECESSARILY ELABORATE INFORMATION** Unnecessarily elaborate brochures, visual or other presentations, art work and paper and binding beyond those sufficient to present a complete and effective Proposal are neither necessary nor desired.

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PROPOSAL TERMS AND CONDITIONS

8 COUNTY COMMITMENT

- 8.1 County shall have the right to reject or accept any Proposal or offer, or any part thereof (e.g., any component of any proposed solution) for any reason whatsoever and to accept other than the lowest offer, at its sole discretion.
- 8.2 This RFP does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- 8.3 The County reserves the right to accept or reject any or all proposals received as a result of this solicitation, or to negotiate with any qualified source, or to cancel in part or in its entirety this solicitation if it is in the best interest of the County.
- 8.4 The County reserves the right to terminate this RFP at anytime prior to contract execution.
- 8.5 No prior, current, or post award verbal conversation or agreement(s) with any officer, agent, or employee of the County shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

9 LATE, MODIFIED, OR WITHDRAWN PROPOSAL

- 9.1 Any Proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made; and
- 9.2 It was sent by mail, and it is determined by the County that the late receipt was due solely to mishandling by the County after receipt at the County; or
- 9.3 It is the only Proposal received.
- 9.4 Any modification of a Proposal, except a modification resulting from the Contracting Officer's request for "best and final offer," is subject to the same conditions as the initial submission.
- 9.5 Proposals may be withdrawn by written notice received at any time prior to Notice of Intent to Award. Thereafter, all Proposals constitute firm offers, subject to negotiation and execution of definitive documents that will remain open and cannot be revoked, withdrawn, or modified for a period of six (6) months thereafter. Proposals may be withdrawn in person by an Offeror or an authorized representative, provided the authorized representative's identity is made known and the representative signs a receipt for the Proposal prior the posting of Notice of Intent to Award a contract.

- 10 NON-CONFORMING SUBMISSIONS** Any submission may be construed as a non-conforming Proposal and ineligible for consideration if it does not comply with the requirements of the Request for Proposal. Failure to comply with the technical features, and acknowledgment of receipt of amendments, are common causes for holding a Proposal non-conforming.

- 11 KNOWLEDGE OF RFP AND PROPOSAL CONDITIONS** Before submitting a Proposal, Offerors shall carefully read all sections of this RFP, including all forms, schedules and exhibits, and shall fully inform themselves as to all existing conditions and limitations.

- 12 DUTY TO INQUIRE** Should an Offeror find discrepancies in or omissions from the RFP, plans, specifications or other documents, or should the Offeror be in doubt as to their meaning, the Offeror shall at once notify the Contracting Officer in writing. If the point in question is not clearly and fully set forth, a written addendum will be issued and posted on the County's web site "BUYNET." **It is the Offerors responsibility to periodically check the Web site for such addenda.** The County will not be responsible for any oral instructions nor for any written materials provided by any County personnel that are not also posted on the BuyNet web site.

- 13 EXPLANATION TO PROPOSERS** Any explanation desired by an Offeror regarding the meaning or interpretation of the Proposal must be directed in writing exclusively to the County's Contracting Officer. The preferred method of delivering written questions is by e-mail or by an internationally recognized courier to the address listed in the Cover Letter. Telephone calls will not be accepted. In no event will the County be responsible for ensuring that prospective Offerors' inquiries have been received by the County. You should not attempt to contact any other County personnel about this RFP solicitation. Oral explanations or instructions will not be binding. Any explanation concerning a solicitation will be provided to all prospective Offerors through posting on Buynet in the form of an addendum to the solicitation. **No response will be provided to questions received after the date stated in the Cover Letter.**

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PROPOSAL TERMS AND CONDITIONS

- 14 PROTEST PROCEDURE** County policy A-97 requires that contracts resulting from a negotiated procurement shall be awarded only after a notice of the proposed award has been posted in a public place.
- All protests shall be made in writing, and shall be filed with the Contracting Office identified in the solicitation package. A protest shall be filed on the earliest of the following dates: (i) within five business days after a notice of Intent to award the contract has been posted in a public place in the County's Contracting Office or County Internet website, (ii) within five business days after the County provides notification that the proposal is no longer under consideration, or (iii) by noon on the day before the Board of Supervisors is scheduled to consider the matter.
- Copies of the Board Policy are available from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101, or on the County's Web site at <http://www.sdcountry.ca.gov/> under the Clerk of the Board's page.
- 15 DEBRIEF AND REVIEW OF CONTRACT FILES** When an Offeror has been notified by the Contracting Officer, that the proposal is no longer being considered for award, the Offeror may request a "debriefing" from the Contracting Officer on the findings about that one proposal (with no comparative information about proposals submitted by others).
- After contract award, any interested party may make an appointment to review the files to look at all Proposals, the Source Selection Committee Report and any other information in the file. Copies of any documents desired by the reviewer will be prepared and sold to the requestor at current County prices for such information.
- 16 NEWS RELEASES** Offerors shall not issue any news release pertaining to this RFP without prior written approval of the County's Contracting Officer, which may be withheld in such Officer's sole discretion. A minimum of two- (2) business day's notice is required for approval.
- 17 CLAIMS AGAINST THE COUNTY** Neither your organization nor any of your representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive Agreement with your organization in accordance with the terms thereof).
- 18 EMPLOYMENT OFFERORS** Until contract award, Offerors shall not, directly or indirectly, solicit any employee of the County to leave the County's employ in order to accept employment with the Offeror, its affiliates, actual or prospective contractors, or any person acting in concert with the Offeror, without prior written approval of the County's Contracting Officer. This paragraph does not prevent the employment by an Offeror of a County employee who has initiated contact with the Offeror.
- 19 TIMING AND SEQUENCE** of events resulting from this RFP shall ultimately be determined by the County.

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REQUEST FOR PROPOSALS (RFP) NO. 4708
COUNTY OF SAN DIEGO, DEPARTMENT OF PURCHASING & CONTRACTING
OFFICE SUPPLIES, SCHOOL SUPPLIES, AND MULTI-PURPOSE PAPER PRODUCTS

EVALUATION AND SUBMITTAL REQUIREMENTS

Proposal Submittal and Evaluation

The submittal requirements listed below are in descending order of importance by paragraph, not subparagraphs, and will be weighted in the evaluation of the Offerors' written proposals accordingly. The proposal should give clear, concise information in sufficient detail and in the order presented below to allow an evaluation based on these requirements. Although some of the elements listed below will be weighted more heavily than others, all requirements are considered necessary for evaluation. An Offeror must, therefore, be acceptable in all three areas to be eligible for award of a contract. The expectation is that those proposals in the competitive range and considered for contract award will exceed the minimum requirements.

All responses and attachments shall be sequentially numbered to correspond to the applicable question or requirement. Submit a CD containing two PDF files: the technical proposal with no price information and the pricing proposal. Submit an **original and 7 copies of each technical proposal**, and an **original of the pricing proposal**, prior to the date and time specified in the cover letter and PC600 form. Upon completion of clarifications/negotiations, the successful Offeror will be required to submit one (1) original proposal in the following format: the proposal shall not include sections and/or documents that contain shading or are shaded, i.e. charts, tables, etc., pages with colors, colored fonts, or printed on colored paper, and documents that contain color or black and white photos.

To assist in clearly describing how the work specified in the Statement of Work will be accomplished, samples, literature, program description attachments such as flow charts, tables, and other graphic aids and other materials supporting the program description may be submitted. All appendices must be in separately bound volumes. It is good practice, if you choose to provide the extra volume(s), to include information in your proposal that tells the evaluators what items they should look for in the extra volume(s) and the purpose for each particular inclusion. Offerors are cautioned that evaluations may be made solely on the information provided in the proposal and without review of the appendices.

1. EXPERIENCE & REFERENCES:

- 1.1. **Executive Summary / Mission and History.** Include a overview of your firm's products and services. Provide the Offeror's mission statement and brief description of the Offeror's mission. Explain why Offeror is interested in operating the same or similar programs being proposed and how Offeror's experience and programs would benefit the County by the County awarding a contract to your firm (do not exceed 1 page).
- 1.2. **Experience.** The County is seeking proposals from experienced business organizations with the capacity, resources, and systems to service multiple organizations and multiple geographic areas with a large variety of products. Qualified offerors must have a minimum portfolio of office and school supply contracts of at least \$25 million in total annual sales. Provide a description of the Offeror's experience within the last three (3) years in providing services that are the same or comparable to the services described in Exhibit A - Statement of Work, to government or private institutions of a similar size and scope to the County of San Diego, (do not exceed 2 pages).
- 1.3. **References** - Provide a minimum of three (3) but no more than five (5) business references for projects or work performed by the Offeror within the last three (3) years. References for projects or work performed that is the same or similar to the services specified in Exhibit A -Statement of Work from current and past client's for whom your firm has received contracts of \$5 million or more annually (for single contracts) where "just-in-time" delivery feature was used. The County will contact references as part of the evaluation of the Offeror's proposal. Each reference should not exceed one (1) page and should **include:**
 - 1.3.1. Reference's organization's name and type of business.
 - 1.3.2. Reference's organization's address, phone and fax numbers, and e-mail address.
 - 1.3.3. Information for a contact person representing the reference (name, title, phone number, and e-mail address). The reference contact person should be familiar with the Offeror and the Offeror's experience and performance.
 - 1.3.4. Brief statement of the reference's relationship to the Offeror and the period of the relationship.
 - 1.3.5. The County must receive favorable references from three (3) accounts commercial and/or government, similar in size and complexity to the County of San Diego, for which the firm has provided just-in-time office and school supply services.

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- 1.3.6. An unfavorable response is any response where the reference states either that the service that it received was substandard and/or where the responding party states that they would not engage the company to provide services again in the future, or any other negative comments. The offeror will be disqualified if it receives a majority of unfavorable responses from such sources.
- 1.3.7. The County will make no more than three attempts to contact any reference, and the inability to contact a reference will be treated as an unfavorable reference for evaluation purposes.
- 1.3.8. The County reserves the right to make its own inquiries from sources not listed in the response to this RFP for which this type of service has been previously performed, but not listed in this response.
- 1.4. Explain if Offeror or any of its officers are presently the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body as certified in Paragraph 4.5 of the Representations and Certifications form.

2. STATEMENT OF WORK

- 2.1. State each item in the Statement of Work sections 5 – 19.4 and indicate your ability to perform or meet each requirement. Proposals will be evaluated on an offerors ability to perform or meet each requirement. This RFP has been provided in Word file format to assist offerors in responding to this requirement.
- 2.2. **Implementation Plan** - Provide an implementation plan for the proposed services. Include a Gantt chart (or a similar type of chart) with start dates and completion dates for actions and tasks required to fully implement the proposed services. For purposes of the Implementation Plan, Offerors should assume a full program implementation and start date by January 1, 2011.

3. PRICING AND FISCAL MANAGEMENT

The County is committed to obtaining optimal cost efficiency, i.e.; lowest overall price for the highest overall performance. Cost/price proposals will be evaluated for best overall value to the County. The degree of importance will increase with the degree of quality of the proposals and the other evaluation factors. Therefore, with equal or near equal proposals, cost/price is the deciding factor.

- 3.1. **Pricing Schedule** – Offerors shall utilize the Excel file provided in Exhibit C Pricing Schedule. Exhibit C shall be completed in its entirety. Instructions and clarifications regarding completing the Pricing Schedule are included within the Exhibit C Excel file. Offerors must provide alternate product options for discontinued items, as appropriate. Offerors must provide pricing for 100% of the listed products in Lots 1-3 and respond to Lots 4 & 5 as instructed. NOTE: detailed instructions are provided within the Excel file.
- 3.2. **Reports** – Provide sample reports as described in SOW 15.1 & 15.2.
- 3.3. **Financial Information** - Submit your FEIN and Dunn & Bradstreet “Live Report”. (NIPA Exhibit D)

4. COUNTY REQUIREMENTS

- 4.1. Should you have any exceptions with the draft ProForma, the Insurance Requirements, and/or the Statement of Work, state your exception in writing. Either provide the following information: the section and item number, your exception with the item, and your proposed revision OR, this RFP file has been provided in a Word file format to allow offerors to provide the exceptions as redlined versions of these documents. If you have no exceptions with any or all of these sections, make a statement to that effect.

5. NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY – The intent of this Request for Proposal is that any contract resulting from this Request for Proposal be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit, through National IPA’s cooperative purchasing program.

- 5.1. State each item in Exhibit D where a response is requested and provide a description of how you will meet the requirement. Proposals will be evaluated on an offerors ability to perform or meet each requirement. This RFP has been provided in Word file format to assist offerors in responding to this requirement.
- 5.2. Should you have any exceptions with any part of Exhibit D of this RFP state your exception in writing. Either provide the following information: the section and item number, your exception with the item, and your proposed

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EVALUATION AND SUBMITTAL REQUIREMENTS

revision OR, this RFP file has been provided in a Word file format to allow offerors to provide the exceptions as redlined versions of this document. If you have no exceptions with any or all of the sections, make a statement to that effect.

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RFP 4708

OFFICE SUPPLIES, SCHOOL SUPPLIES, AND MULTI-PURPOSE PAPER PRODUCTS

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PRO FORMA SERVICE AGREEMENT

Includes:

Exhibit A: Statement of Work

Exhibit B: Insurance and Bonding Requirements

Exhibit C: Pricing Schedule

**Exhibit D: National Intergovernmental
Purchasing Alliance Exhibits**

Attachment 1: Delivery Point Code Listing

COUNTY AGREEMENT NUMBER _____
AGREEMENT WITH [CONTRACTOR'S NAME] FOR
OFFICE SUPPLIES, SCHOOL SUPPLIES, AND MULTI-PURPOSE PAPER PRODUCTS

This Agreement ("Agreement") is made and entered into on the date shown on the signature ("Effective Date") by and between the County of San Diego, a political subdivision of the State of California ("County") and Contractor **[enter full corporate title, describe company, located at (complete address)]** ("Contractor"), with reference to the following facts:

RECITALS

- A. The County, by action of the Board of Supervisors August 3, 2010, Minute Order No. 14 authorized the Director of Purchasing and Contracting, to award a Contract for office supplies, school supplies, and multi-purpose paper products.
- B. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to [Section 703.10 of the County Charter](#)
- D. The Agreement shall consist of this pro forma Agreement, Exhibit A Statement of Work, Exhibit A-1 Contractor's proposal and BAFO, Exhibit B Insurance Requirements and Exhibit C, Pricing Schedule. In the event that any provision of the Pro Forma Agreement or its Exhibits, A, A-1, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Pro Forma: Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; and fifth (5th), Exhibit A-1.

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

ARTICLE 1
PERFORMANCE OF WORK

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

Any subcontract which is in excess of five thousand dollars (\$5,000) or a combination of subcontracts to the same individual or firm for the Agreement period must have prior concurrence of the Contracting Officer Technical Representative. Contractor shall provide Contracting Officer Technical Representative with copies of all other

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subcontracts relating to this Agreement entered into by Contractor within 30 days after the effective date of the subcontract. Such subcontractors of Contractor shall be notified of Contractor's relationship to County. "Subcontractor" means any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

- 1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into which has a term extending beyond the ending date of this Agreement.
- 1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor herein.
- 1.4.3 County Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the Contracting Officer Technical Representative.

ARTICLE 2
SCOPE OF WORK

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right To Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility For Equipment. For cost reimbursement Agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.

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

- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property, which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Technical Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition. Inventory records on expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition.

ARTICLE 3
DISENTANGLEMENT

3.1 General Obligations

Contractor shall accomplish a complete transition of the Services being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Services or any other services provided by third parties (the "Disentanglement"). Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing all requested information, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information regarding the Services or as otherwise needed for Disentanglement, including data conversion, files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition

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to County or the County's designee. All services related to Disentanglement shall be performed by Contractor at no additional cost to County beyond what County would pay for the services absent the performance of the Disentanglement services. Contractor's obligation to provide the Services shall not cease until the Disentanglement is satisfactory to County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed.

3.2 Disentanglement Process

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Paragraph 7.2; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Contract Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Paragraph 7.1. Subject to Exhibit A Contractor's obligation to perform Services, and County's obligation to pay for Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Paragraphs 7.1 and 7.2; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Contract Term; or (C) on the Termination Date, pursuant to this Agreement, Paragraphs 7.1 and 7.2 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"); provided, however, that Contractor shall remain obligated to provide Disentanglement services for up to twelve (12) months after any such Expiration Date, at rates that are the lower of the applicable rates set forth in Schedule Exhibit C for the applicable Services. Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of Services in process provided, however, that Contractor's obligation under this Agreement to provide all Services necessary for Disentanglement shall not be lessened in any respect. Contractor shall be required to perform its Disentanglement obligations on an expedited basis, as determined by County, if County terminates the Term pursuant to the Agreement, Paragraphs 7.1 and 7.2.

3.3 Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Services, no adverse impact on the provision of Services or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party contracts, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party contracts between Contractor and third-party contractors used to provide the Services, pending their assignment to County.

3.3.3 Return, Transfer and Removal of Assets

3.3.3.1 Contractor shall return to County all County assets in Contractor's possession, pursuant to Paragraph 2.4 of the Agreement.

3.3.3.2 County shall be entitled to purchase at net book value those Contractor assets used for the provision of Services to County, other than those assets expressly identified by the Parties from time to time as Shared Resources, such Contractor assets as County may select. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.4 Transfer of Leases, Licenses, and Contracts

Contractor, at its expense, shall convey or assign to County or its designee such leases, licenses, and other contracts used by Contractor, County, or any other Person in connection with the Services, as County may select, when such leases, licenses, and other contracts have no other use by Contractor. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other contracts to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any Losses resulting from any claim that Contractor did not perform any such obligations.

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3.3.5 Delivery of Documentation

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including the County Data, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

ARTICLE 4
COMPENSATION

The Payment Schedule, and/or budget are in Exhibit C and the compensation is on the signature page. County will pay Contractor the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A, Statement of Work. The County is precluded from making payments prior to receipt of services (advance payments). Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure the Agreements completion. Invoices are subject to the requirements below.

4.1 Fiscal for Fixed Pricing.

- 4.1.1 General Principles. Contractor shall, comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the Federal Office of Management and Budget, which can be viewed at <http://www.whitehouse.gov/omb/circulars>. Contractor shall comply with all federal, State and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by County.
- 4.1.2 Invoices. Payment for the services performed under this Agreement shall be in accordance with Exhibit C, unless other payment methodologies are negotiated and agreed to by both Contractor and County. Contractor shall submit approved invoices monthly to the Department Representatives for items delivered in the monthly period, accordingly.
- 4.1.3 Payments. County agrees to pay Contractor in arrears only after receipt and approval by Department Representatives of properly submitted, detailed and itemized original invoice referencing the Agreement number pursuant to Exhibit C. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.

4.2 Full Compensation. Pending any adjustments by the Department Representative, each invoice approved and paid shall constitute full and complete compensation to the Contractor for all work completed during the billing period pursuant to Exhibit A and Exhibit C. Contractor shall be entitled only to compensation, benefits, reimbursements or ancillary services specified in this Agreement.

4.3 Prompt Payment for Vendors and Subcontractors

4.3.1 Prompt payment for vendors and subcontractors.

- 4.3.1.1 Unless otherwise set forth in this Paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.
- 4.3.1.2 Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.3.1.1 of this Agreement in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.

4.3.2 If Contractor, after submitting a claim for payment to County but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then the Contractor shall:

- 4.3.2.1 Furnish to the vendor or subcontractor and the COTR within three (3) business days of withholding funds from its vendor or subcontractor a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement; and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld.
- 4.3.2.2 Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.3.2.1 of this Agreement and

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Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;

4.3.2.3 Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after the Contractor claims and receives such funds from County.

4.3.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COTR with the notice set forth in Paragraph 4.3.2.13 of this Agreement and shall follow Paragraph 4.3.2.3 of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.

4.3.4 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COTR and request instructions for disposition of the overpayment.

4.4 Conditions Prerequisite To Payments. County may elect not to make a particular payment if any of the following exists:

4.4.1 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.

4.4.2 Unauthorized Actions by Contractor. Contractor took any action pertaining to this Agreement, which required County approval, without having first received said County approval.

4.4.3 Default. Contractor was in default under any terms and conditions of this Agreement.

4.5 Withholding Of Payment. County may withhold payment until reports, data, audits or other information required for Agreement administration or to meet County or State reporting or auditing requirements are received and approved by COTR or designee. The County may also withhold payment if, in the County's opinion, Contractor is in non-compliance with this Agreement.

4.6 Availability of Funding. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.

County shall, in its sole discretion, have the right to terminate or suspend Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.

In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.

4.7 Disallowance. In the event the Contractor receives payment for services under this Agreement which is later disallowed by the County, Contractor shall promptly refund the disallowed amount to County on request, or at its option, County may offset the amount disallowed from any payment due or to become due to Contractor under any Agreement with the County.

4.8 Maximum Price. During the performance period of this Agreement, the maximum price for the items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

ARTICLE 5
AGREEMENT ADMINISTRATION

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- 5.1 County's Agreement Administrator. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Technical Representative ("COTR")
- 5.1.1 County's COTR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COTR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COTR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.
- 5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COTR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements, which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement period or the total Agreement price. Each AA shall be in writing and signed by COTR and Contractor. All inquiries about such AA will be referred directly to the COTR.
- 5.2 Agreement Progress Meeting. The COTR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COTR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COTR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6
CHANGES

- 6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc.) and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by an such order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly
- 6.2 Claims. Contractor must assert any claim for adjustment under this clause within 30 days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

ARTICLE 7
TERMINATION

- 7.1 Termination For Default. Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor 10 days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above,

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Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

- 7.2 Full Cost Recovery Of Investigation And Audit Costs. Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement. Reimbursement for such costs shall be withheld from any amounts due to Contractor pursuant to the payment terms of the Agreement, or from any other amounts due to Contractor from County.
- 7.3 Termination For Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Contract until such termination:
- 7.3.1 The unit or pro rata price for any delivered and accepted portion of the work.
 - 7.3.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
 - 7.3.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
 - 7.3.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
 - 7.3.4.1 Improperly submitted claims, or
 - 7.3.4.2 Any failure to perform the work in accordance with the Statement of Work, or
 - 7.3.4.3 Any breach of any term or condition of the Agreement, or
 - 7.3.4.4 Any actions under any warranty, express or implied, or
 - 7.3.4.5 Any claim of professional negligence, or
 - 7.3.4.6 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.4 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, and County laws and regulations.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of [Title VII of the Civil Rights Act of 1964](#) in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in [Article IIIk \(commencing at Section 84\)](#) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy

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of this Affirmative Action Program will be furnished upon request by COTR or from the County of San Diego Internet web-site (www.co.san-diego.ca.us).

- 8.5 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use [Policy C-25](#). This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.
- 8.5.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
- 8.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.5.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 8.5.1.3 Shall not sell, offer, or provide alcohol or a drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.5.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 8.5.3 The County may terminate for default or breach this Agreement, and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
- 8.6 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors: *[Note: Add Other Policies That May Apply for Certain Types of Services]* Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements.
- 8.7 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under [Section 4 of the Clayton Act \(15 U.S.C. Sec. 15\)](#) or under the [Cartwright act \(Chapter 1\) \(commencing with Section 16700\) of Part 2 of Division 7 of the Business and Professions Code](#), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 8.8 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County Facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.

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- 8.9 Debarment and Suspension. As a sub-grantee of federal funds under this Agreement, Contractor certifies that it, its principals, its employees and its subcontractors:
- 8.9.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency.
 - 8.9.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 8.9.3 Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - 8.9.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent Agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement.
- 9.2 Conduct of Contractor; Privileged Information.
- 9.2.1 Contractor shall inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
 - 9.2.2 The Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
 - 9.2.3 Contractor shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
 - 9.2.4 The Contractor, or employees thereof, shall not offer directly or indirectly gifts, gratuity, favors, entertainment, or other items of monetary value to an employee or official of the County.
- 9.3 Prohibited Agreements. As required by [Section 67 of the San Diego County Administrative Code](#), Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:
- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body.
 - 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
 - 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
 - 9.3.4. Profit-making firms or businesses in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

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ARTICLE 10
INDEMNITY AND INSURANCE

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
- 10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

ARTICLE 11
AUDIT AND INSPECTION OF RECORDS

The County shall have the audit and inspection rights described in this section.

- 11.1 Audit And Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized Federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. . If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accounting Office.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by Agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

- 11.2 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 11.3 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.3.1 and 11.3.2, below:
- 11.3.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.

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- 11.3.2 Record which relate to appeals under the “Disputes” clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.4 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontract hereunder except altered as necessary for proper identification of the Contracting parties and the Contracting officer under the County’s prime Agreement.

ARTICLE 12
INSPECTION OF SERVICE

- 12.1 Subject to Inspection All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor’s performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor’s performance.
- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor’s cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by Agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- 13.2 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.
- 13.3 Confidentiality. County and Contractor agree to maintain confidentiality and take industry appropriate and legally required measures to protect the confidentiality of any information regarding applicants, project participants or their immediate families which may be obtained through application forms, interviews, tests, reports, from public agencies or counselors or any other source. Without the written permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the audit and evaluation of the Agreement and then only to persons having responsibilities under the Agreement, including those furnishing services to Project under subcontract. County and Contractor agree that all information and records obtained in the course of providing services to project clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. However, at County’s request, Contractor shall permit County access to all records and information regarding the project and confidentiality shall not be a bar to County’s access to all records and information. Contractor shall take industry appropriate and legally required measures to safeguard information regarding applicants, project participants or their immediate families including, but not limited to, the transfer of this information electronically or in hard copy format, verbal transfer of information, and staff training and monitoring regarding safeguards. Contractor shall evaluate their internal processes and practices for areas of potential

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vulnerability and take actions to put controls in place. Examples for management of confidential information can be found at www.cosdcompliance.org.

ARTICLE 14
RESERVED

ARTICLE 15
DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law.

ARTICLE 16
GENERAL PROVISIONS

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no Agreement with any party for furnishing any of the work or services herein contained without the prior written prior concurrence of the COTR, pursuant to Paragraph 1.4.
- 16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.
- 16.3 Entire Agreement. This Agreement, together with all Sections attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 Sections and Exhibits: All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 Further Assurances: Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 Governing Law: This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.7 Headings: The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modification: Waiver Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement: The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail, as the case may be to the COTR and Contractor's Representative identified on the signature page.

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- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence of each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Public Agency Participation. It is intended that any other public agency (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in San Diego County shall have the option to participate through National IPA in any award made as a result of this solicitation. Any agency located outside of San Diego County shall have the option to participate, but shall incur all freight charges from location of awarded vendor to delivery point. The County of San Diego shall incur no financial responsibility in connection with orders issued under the authority of this provision or in making payments to the vendor. This paragraph is not be construed to restrict usage by any Participating Public Agency through National IPA.
- 16.18 County Contractor Participation. It is intended that any educational institution or non profit organization that is currently under contract with the County of San Diego to provide direct support to the County with reimbursement for such support coming directly from the County shall have the option to participate through National IPA in any award made as a result of this solicitation. The contractor agrees to provide the items called for in the schedule of this contract to educational institutions or non profit organization under the authority of this provision. The contractor is responsible for confirming that any educational institution or non profit organization has a current contract with the County of San Diego. The County shall incur no financial responsibility in connection with orders issued under the authority of this provision. The ordering organization shall be solely responsible for verifying they are currently under contract with the County, placing orders, and making payments to the contractor. This paragraph is not be construed to restrict usage by any Participating Public Agency through National IPA.

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SIGNATURE PAGE

AGREEMENT TERM. This Agreement shall be effective this first day of January 2011 ("Effective Date") and end on December 31, 2012 ("Initial Term") period of two (2) years. |

OPTION TO EXTEND. The County's option to extend is for three (3) increments of two (2) years each for a total of six (6) years beyond the expiration of the Initial Term, not to exceed December 31, 2018, pursuant to Exhibit C Pricing Schedule. Unless County notifies Contractor in writing, not less than 30 days prior to the expiration date that they do not intend to renew the Agreement, the Agreement will be automatically renewed for another year.

Options To Extend For One To Six Additional Months At End Of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. Each extension shall be effected by written Agreement amendment delivered to Contractor no less than fifteen (15) calendar days prior to expiration of any Agreement term.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to "Availability of Funds." |

COMPENSATION: County agrees to pay Contractor Pursuant to Exhibit C in accordance with the method of payment stipulated in Article 4.

COTR. The County has designated the following individual as the Contracting Officer's Technical Representative ("COTR")

Name and Title
Address
Address
Phone, FAX and email |

CONTRACTOR'S REPRESENTATIVE. The Contractor has designated the following individual as the Contractor's Representative.

Name and Title
Address
Address
Phone, FAX and email |

IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date first set forth above

COUNTY OF SAN DIEGO

[CONTRACTOR NAME]

By: _____
WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

By: _____
Name and Title

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

By: _____ Date: _____
Senior Deputy County Counsel

COUNTY AGREEMENT NUMBER _____
AGREEMENT WITH [CONTRACTOR'S NAME] FOR
OFFICE SUPPLIES, SCHOOL SUPPLIES, AND MULTI-PURPOSE PAPER PRODUCTS

EXHIBIT A – STATEMENT OF WORK

1 INTRODUCTION

- 1.1 The purpose of this solicitation is to provide the County of San Diego and other public agencies, whether specifically named in the contract or included by agreement under the public agency provisions of the contract, with total package procurement support for office and school supplies. The Supplier shall provide office and school supplies and related delivery services and related activities, including product usage reports, to satisfactorily support the County of San Diego and other public agencies supported under this contract with a just-in-time (JIT) support system designed to provide the agencies with the ability to establish internally stockless operations. The Supplier is responsible for providing the resources or functions necessary to meet the intent of the contract.
- 1.2 Additionally, the County of San Diego, CA, is acting as a Principal Procurement Agency, on behalf of itself and the National Intergovernmental Purchasing Alliance Company (National IPA), to create a nationwide contract for office and school supplies that will be available and marketed by National IPA and the selected supplier to Participating Public Agencies nationwide. The dollar volume of Office and School Supplies purchased under the Master Agreement is estimated to be \$100 million annually. While no minimum volume is guaranteed, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other government agencies that intend to utilize the resulting master agreement to be made available to them through National IPA, and volume growth into other agencies through a coordinated marketing approach between Supplier and National IPA. The selected supplier will be subject to the documents found at Section D - "NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE EXHIBITS", as part of contract with the County of San Diego. The contract for Office and School Supplies Service shall be in accordance with the County standards, conditions, and methods set forth herein and the requirements of RFP 4708.

2 OBJECTIVE

- 2.1 The purpose of this contract is to provide the County of San Diego, and other public agencies, whether specifically named in the contract or included by agreement under the public agency provisions of the contract, with total package procurement support for office and school supplies.

3 BACKGROUND

- 3.1 **The County of San Diego has an employee population of approximately seventeen thousand (17,000)** located throughout eighteen cities and the unincorporated areas of the County. The Contractor will be required to make inside deliveries of office supply and school supplies, on a weekly basis. These locations are subject to change. The annual purchases by the County of San Diego are estimated to be approximately 5 million dollars annually. This amount is based on prior years' purchases of office and school supply items and provides general magnitude information only. It does not constitute any commitment by the County of San Diego.

4 DEFINITIONS

- 4.1 County: Wherever in the contract the word "County" appears, it includes all participating agencies, except as follows:
- 4.1.1 When formally expressed as "County of San Diego."

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4.1.2 When appearing and used in conjunction with Section C, Standard Terms and Conditions.

4.1.3 When used in conjunction with administration of the contract. Only the County of San Diego has contract administration authority. The administrative responsibility of other public agencies is limited to administration actions related to the orders they place under the contract.

4.2 General: MSRP (Lots 1, 2, 3, 4, and 5) is defined as the Manufacturers Suggested Retail Price.

5 MINIMUM REQUIREMENTS

5.1 The Contractor shall have a minimum portfolio of office and school supply contracts of at least \$25 million in total annual sales with formal supporting documentation.

5.2 The Contractor shall have a minimum of three (3) years of experience in providing office and school supply items to government or private institutions of a similar size and scope to the County of San Diego.

5.3 Contractor acknowledges the program will be marketed on a national basis by National IPA. The terms and conditions found in Section D must be agreed to by the firm.

6 PHASE IN PERIOD

6.1 Except as otherwise specified, the Contractor will be required to provide the following items within sixty (60) calendar days from date of award: Distribution of ordering instructions, catalogs, price lists and all other resources in order to be in compliance and perform in accordance with the contract requirements identified herein. These items are to be provided at no cost to the County and Participating Public Agencies using this contract.

6.2 The date of complete compliance for contract support to Participating Public Agencies using this contract, but not specifically named in the contract at the time of award shall be the date agreed to by such Participating Public Agencies and the Contractor.

7 LOTS 1 - 5

7.1 The following Lots have been constructed for this contract:

7.1.1 LOT 1: Office & School Supplies Core List

7.1.2 LOT 2: Printer & Toner Cartridges

7.1.3 LOT 3: Copy Paper

7.1.4 LOT 4: Annual published proprietary catalog excluding items specifically listed in Lots 1 - 3

7.1.5 LOT 5: Non-Stock /Sourced items listed in annual published proprietary catalog and/or any other County approved sourcing catalogs from manufacturers and/or distributors

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EXHIBIT A – STATEMENT OF WORK

- 7.2 The County anticipates the best pricing to be for those items specifically identified in Lot 1, 2, and 3, accordingly should the same item(s) be available in Lot 4 or Lot 5 at a higher price, the County is to receive the lowest price for that identical item as identified in Lot 1, 2, or 3.
- 7.3 For Participating Agencies other than the County of San Diego, Contractor shall offer the option of a Customizable Core Item List with a minimum of 100 items. Note: this feature is desirable, not mandatory.
- 7.4 The County may add or delete items under Lot 1 - 3 during the initial or County option periods. Discontinued items, addition of like and/or unlike items shall be as follows:
 - 7.4.1 Discontinued items shall be replaced with like items, at the option of the County, using the same percentage discount provided on like items offered in Lots 1 – 3, Exhibit C, Pricing Schedule.
 - 7.4.2 Adding of like items shall be priced using the same percentage discount offered in Lot 1 – 3, Exhibit C, Pricing Schedule.
 - 7.4.3 Adding of unlike items shall be priced based on the County and the Contractor's mutual agreement.
- 7.5 The County has the right to remove any item from the Lot 1 – 3, Exhibit C, Pricing Schedule during the term of this contract.

8 ESTIMATED QUANTITIES

- 8.1 The quantities and/or value of supplies stated in Exhibit C, Pricing Schedule are estimates only and are not guaranteed purchases by this contract and except as this contract may otherwise provide, or if the County of San Diego's requirements or those of any other Participating Public Agency do not result in orders in the quantities described as "estimated" in the respective price schedule, that fact shall not constitute the basis for an equitable price adjustment. The estimated quantities and/or values in the respective price schedule may not include all the additional potential quantities and/or values as contemplated by the Participating Public Agency provision. The Contractor is required to comply with all contract requirements to the same extent as if the additional potential quantities and/or values had been included in the estimated quantities and/or values stated in the respective price schedules.

9 BRAND NAME OR EQUAL

- 9.1 Offerors submitting alternate product items should select items with care. In the event the County of San Diego determines during the contract periods that the alternate items are not equal to the proposal items, the Contractor will be required to provide the proposal product items at the same price submitted on the alternate product item. The County of San Diego's determination that the alternate product is not equal to the proposal product shall be conclusive.
- 9.2 If items called for in this solicitation have been identified in the Schedule by a "brand name or equal" description such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products (including products of the brand name manufacturer other than the one described by the brand name) that will be considered for award if such products are determined by the County of San Diego to meet fully the salient characteristic requirements listed in the request.

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EXHIBIT A – STATEMENT OF WORK

- 9.3 Unless the offeror clearly indicates in the response that an "or equal" product is being offered, the proposal shall be considered as offering the brand name product specified.
- 9.4 If the offeror proposes to furnish an "equal product", the brand name, if any, of the product to be furnished shall be clearly identified in the response. The evaluation of the proposals and the determination as to equality of the product offered shall be the responsibility of the County of San Diego and will be based upon the information furnished by the offeror, or identified in the response to the solicitation as well as other information reasonably available to the Purchasing Activity. CAUTION TO OFFERORS: The Purchasing Activity is not responsible for locating or securing any information that is not identified in the response to the solicitation and reasonably available to the Purchasing Activity.
- 9.5 The offeror understands and agrees by submitting a response to this solicitation that the determination of the County of San Diego of "or equal" shall be conclusive.

10 ORDERING AND DELIVERY

- 10.1 There are approximately 700 ordering departments and offices in the County of San Diego. A Blanket Purchase Order will be issued to the Contractor by the Contracting Officer, which will allow authorized County of San Diego departments and offices to issue releases for items in Lots 1 - 5. Each ordering department or office must reference the Blanket Purchase Order on their release when placing an order. County departments will also use a County of San Diego Procurement card (P-Card) as method of payment. Procurement card expense incurred by accepting Procurement Card, such as Visa, shall be at the expense of the Contractor.
- 10.2 The Contractor shall provide, at no charge to the County, a toll free telephone number that all departments and offices can dial to place orders, obtain inventory availability, cancel orders, and obtain information on delivery or shortage problems. The Contractor shall also provide, at no charge to the County, a toll free facsimile telephone number that County departments and offices can use to place orders.
- 10.3 The County will place orders under this contract directly with the Contractor. Orders may be placed by electronic transmission, US Mail, facsimile, and telephone. Facsimile and U.S. Mail Orders will be submitted to the Contractor using a Contractor provided order form. The Contractor shall accept all orders for items placed under this contract during the hours of 8:00 AM through 5:00 PM, Pacific Standard Time, Monday through Friday, excluding County holidays. The Contractor shall annotate each packing slip with the date the order was received.
- 10.4 County ordering departments and offices will provide the Contractor with the name of the contact person authorized to place orders and/or use Procurement Cards. Other Participating Public Agencies will provide the Contractor with their authorized delivery points and the names of individuals authorized to place orders.
- 10.5 Deliveries will only be made to authorized delivery points. Office and School Supplies will be delivered "in place" in coordination with the delivery point unless the "in place" requirement is waived by the delivery point. The County of San Diego has the right to add, delete or change authorized delivery points listed in Attachment 1, Delivery Point Code (DPC) List of Locations. The Contractor shall make no additions, deletions or changes to the County Delivery Point Master Listing without the written approval of the Contracting Officer's Technical Representative (COTR). The Contractor will be solely responsible for

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any deliveries made to a location other than those included in the County Delivery Point Master Listing or authorized by another Participating Public Agency. The County will not be responsible for payment for deliveries to unauthorized delivery points.

- 10.6 The Contractor shall deliver Lot 3 Copy Paper desktop if ordered by the carton and to the facility loading dock if ordered by the pallet.
- 10.7 Items ordered shall be packaged, marked and delivered to the authorized delivery point code requested in the order. Ordered items shall be packaged in such a way as to secure items from breakage and pilferage.
- 10.8 If a delivery day falls on a County of San Diego holiday, the Contractor shall make delivery on the first following workday. The Contractor may provide more frequent delivery at no additional cost to the County.
- 10.9 The Contractor shall satisfactorily deliver no later than the Required Delivery Date (RDD) those Lots 1, 2, 3, and 4 items that were placed on order, which are to be delivered next day. Lot 5, non-stock items are to be delivered in not more than three (3) business days.
- 10.10 Satisfactory performance includes compliance with Provision 15, Fill Rates, which applies to Lots 1 - 5.
- 10.11 Contractor shall provide two (2) legible copies of the priced packing list with each order. Packing slip shall be either hand delivered to the County employee accepting the order or included in Box 1. Each box in the order shall be clearly numbered (Example: Box 2 of 5). Each box in the order shall display the designated delivery point code address, purchase order/order number, and number of boxes in the shipment. County will indicate acceptance of order by either signing a hard copy of the priced packing slip or through an electronic signature; either method is acceptable. Upon request, Contractor shall provide proof of delivery through a copy of signed packing slip or the electronic signature.
- 10.12 The packing slip shall reflect the following minimum information:
 - 10.12.1 Contractor's name, address and telephone number.
 - 10.12.2 Contractor's invoice number and date.
 - 10.12.3 Purchase Order/Order Number/Procurement Card holder's name
 - 10.12.4 Ship to address.
 - 10.12.5 Bill to address.
 - 10.12.6 Sales tax amount.
 - 10.12.7 Total invoice amount
 - 10.12.8 For Lot 1, 2, 4 & 5 items: manufacturer stock number, item description, unit of measure, quantity ordered, quantity shipped, quantity back ordered, MSRP, discount %, unit price, and total extended price for each line item ordered and shipped.
 - 10.12.9 For Lot 3 items: manufacturer stock number, item description, unit of measure, quantity ordered, quantity shipped, quantity back ordered, unit price, and total extended price for each line item ordered and shipped.
- 10.13 The ordering departments shall have ten (10) working days following receipt of order to notify the Contractor of order discrepancies (wrong item, shortage, overage, etc). After such notification, the Contractor shall correct the discrepancy no later than the next scheduled delivery to the ordering department and at no additional cost to the County.

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11 RETAIL STORE PURCHASES

11.1 Although the majority of office supplies will be ordered and delivered to departments, departments also need the option of picking up office supplies from retail locations. Purchases at retail locations will be paid by County Procurement Card (P-Card). County will provide P-Card numbers to Contractor prior to the start of the contract so credit card numbers can be pre-loaded into the Contractor's system. County will provide updated list of P-Card numbers to Contractor quarterly. Contractor shall have the ability to accommodate retail purchases and charge County of San Diego contract pricing. Note: this feature is desirable, not mandatory.

12 ORDER LIMITATIONS

- 12.1 Minimum Order Value: The minimum order value is \$50.00, not including sales tax, for each individual delivery point. No freight charges will be allowed for orders in excess of \$50.00, not including sales tax. If an individual delivery point requires supplies covered by this contract and the total value of the order(s) involved is less than \$50.00, not including sales tax, the Contractor is not obligated to accept the order(s). However, the Contractor may accept orders under \$50.00, and in so doing may charge a separate delivery fee not to exceed \$25.00. The individual placing the order or first order, if more than one order is involved, must be advised by the Contractor of the application of the delivery fee at the time the order is accepted, and the delivery charge must be shown on the order as a separate line item.
- 12.2 Contractor shall not accept an order from the County of San Diego which contains any item which has a unit price of \$1,000 or more, excluding tax.
- 12.3 Contractor shall not accept any order from the County of San Diego for a combination of items in excess of \$5,000, excluding tax.
- 12.4 Contractor shall not accept any order from the County of San Diego, regardless of cost, for microcomputers and related peripherals, software, modular furniture, and any items not explicitly included in the County of San Diego approved Contractor's published proprietary Office and School Supply catalog or other approved catalogs. In the event that a County Department inadvertently places an order for these items, the Contractor shall reject such order. If the Contractor accepts and delivers the order, the County shall not reimburse the Contractor for any cost associated with these commodities including restocking charges and any payment.
- 12.5 There shall be no limitations on orders issued by Participating Public Agencies other than the County of San Diego unless specified by such Participating Public Agencies.

13 CATALOGS, ELECTRONIC ORDERING AND ORDER FORMS

13.1 Unless otherwise accepted by the County, the Contractor shall provide each authorized delivery point code location with a current copy of the County approved Office and School Supply Catalog and any other County approved sourcing catalogs from manufacturers and/or distributors covering items in Lots 1 – 5. Additional catalogs, as required, are to be provided at no additional cost to the County.

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13.2 Software and access to an electronic catalog and electronic ordering, as described herein shall be provided at no cost to the County. The Contractor's electronic catalog shall include the approved items for Lots 1–5. The electronic catalog must be available for inquiry and placement of orders sixty (60) days after date of contract award and display the following minimum information:

- 13.2.1 Manufacturer Stock Number
- 13.2.2 Item description including pictures (where possible)
- 13.2.3 Unit of Measure
- 13.2.4 Unit Price
- 13.2.5 Available units in stock

13.3 At the expense of the Contractor, the Contractor shall design and provide the County with order forms to use for placing orders so that orders may be sent directly to the Contractor via fax, email, or postal mail. A copy of the current Order Form will be provided to the Contractor upon request. The COTR shall be provided a proof of the new Order Form for review and approval prior to implementation.

13.4 Unless otherwise accepted by the County, the Contractor shall provide each authorized delivery point code location with an ordering package consisting of the following: instructions on how to use the electronic ordering system; delivery requirements and other pertinent details; Order Form for fax, email, or postal mailed orders; and current price schedule for Lots 1 – 5.

14 RETURNS

14.1 Contractor shall accept returns of goods in saleable condition with complete and original manufacturer's packaging intact and undamaged within sixty (60) days of purchase. Contractor shall provide full credit for such items. Contractor shall not assess a restocking fee. Returns may be accepted after 60 days at the discretion of the Contractor.

14.2 Defective items: Contractor shall accept returns of defective items within one (1) year of order delivery. Contractor shall provide full credit for such items. Contractor shall not assess a restocking fee.

15 CONTRACTOR PERFORMANCE MEASUREMENT AND FILL RATES APPLICABLE TO LOTS 1, 2, 3, 4, and 5

15.1 Orders will be complete at the time of delivery. All items must be shipped exactly as ordered. Items not available shall be indicated on the packing slip. Partial deliveries will be allowed. Back orders will be allowed for any quantities not delivered on their Required Delivery Date (RDD). Rentals or leases are not allowed. The Contractor must apply the diligence and resources to ensure items on orders are delivered on the RDD, and in compliance with contract provisions. In accordance with the Default Clause of the contract, the minimum acceptable Fill Rate for completion of each Suborder is as follows:

15.2 The cumulative Contractor performance on orders for any individual month must not be less than 100% complete delivery of the total items within each individual line item, on not less than 97% of the total line items ordered that month. For example, if an order is placed for 100 line items and one line item is partially filled with the balance put on back-order, the entire line item is considered a back-order, thereby achieving a 99% fill rate.

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- 15.3 The cumulative Contractor performance on orders for any six (6) consecutive months must not be less than 100% complete delivery of the total items within each individual line item, on not less than 98% of the total line items ordered that six consecutive month period.

16 PAYMENTS AND INVOICES

- 16.1 A copy of the invoice must accompany the delivery. Accounts Payable will make payment upon receipt of the invoice and related approval from order receiver in accordance with 1.2 and 1.3 of the Pro Forma. Invoices shall include the following minimum information:
- 16.1.1 Contractor's name, address and telephone number.
 - 16.1.2 Contractor's invoice number and date.
 - 16.1.3 Purchase Order/Order Number/Procurement Card holder's name
 - 16.1.4 Ship to address.
 - 16.1.5 Bill to address.
 - 16.1.6 Sales tax amount.
 - 16.1.7 Total invoice amount
 - 16.1.8 Lots 1, 2, 4 & 5 items: manufacturer stock number, item description, unit of measure, quantity ordered, quantity shipped, quantity back ordered, MSRP, discount %, unit price, and extended price for each line item ordered and shipped.
 - 16.1.9 Lot 3 items: manufacturer stock number, item description, unit of measure, quantity ordered, quantity shipped, quantity back ordered, unit price and total extended price for each line item ordered and shipped.
- 16.2 Orders may be paid with a County approved Procurement Card P-Card) via telephone, fax, or internet.
- 16.3 The Contractor may contact the County of San Diego, Auditor and Controller regarding invoices over forty-five (45) days old supported by proof of delivery signature. The Contractor may reject orders from delinquent ordering delivery points. The Contractor shall provide the COTR two working days advance notice of anticipated order rejection action.

County of San Diego, Auditor and Controller
Accounts Payable Division (Room 306)
1600 Pacific Highway
San Diego, Ca 92101

County of San Diego, Department of Purchasing and Contracting
COTR - JIT Office and School Supply Service Contract
10089 Willow Creek Rd. STE 150,
San Diego, CA 92131-1699

- 16.4 The Contractor and the other Public Agencies will determine payment and invoice provisions for public agencies other than the County of San Diego.

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17 PRODUCT USAGE REPORTS

- 17.1 The County will at a minimum require the following quarterly reports to be submitted to the COTR, County of San Diego within (30) calendar days from the end of the reporting period. All reports are to be provided in electronically in Excel format acceptable to the County.
- 17.1.1 Lot 1 - 5 purchases in order by; Lot Number, Item Number, Product Description, Manufacturer Stock Number, Unit of Measure, Total Quantity Ordered, Unit price, and Total Extended Price.
- 17.1.2 Contractor's performance measurement and fill rates in accordance with requirements identified in Section 15, Contractor Performance Measurements and Fill Rates Applicable to Lots 1, 2, 3, 4, and 5.
- 17.2 Contractor shall provide semi-annual reports for Lot 3, Copy Paper to assist County departments in tracking paper usage. Report shall list usage by delivery point code (DPC) and separate 8-1/2 x 11 white copy paper purchases by virgin paper, 30% recycled paper, and 100% recycled paper. Reports shall be provided electronically in Excel format by January 15 (for usage June 1 – December 31) and July 15 (for usage January 1 – June 30).
- 17.3 Additionally, the County will require the successful Contractor to provide annually or on an "as required basis" reports listing the following. These reports are to be provided within (30) days of County request.
- 17.3.1 Individual Department Reports listing the same information as identified in quarterly reports.
- 17.3.2 Individual Department Reports listing credits and returns on Lot 1 though 5.
- 17.4 All of the above reports are to be provided during the contract periods at no cost to the County. All reports are to be provided in electronic format acceptable to the County.

18 REMANUFACTURED PRINTER AND TONER CARTRIDGES

- 18.1 As used in this procurement, the term "Remanufactured Print and Toner Cartridge" is defined as a cartridge which has been completely disassembled and inspected to determine any problem areas. Worn components are replaced with new parts; all sections are completely cleaned and a fresh supply of ink or toner is added before the cartridge is resealed.
- 18.2 The Contractor shall guarantee the proper functioning of each remanufactured cartridge and shall replace any unacceptable cartridge within 2 (two) business days.
- 18.3 The Contractor shall warrant that the use of the remanufactured cartridges will not void any manufacturer's warranty on printers or faxes.
- 18.4 The Contractor shall warrant the remanufactured cartridges against defects in material and workmanship for a minimum of one (1) year from the date of installation.
- 18.5 All remanufactured print and toner cartridges shall be guaranteed to perform to the original equipment manufacturer's (OEM) specifications and to the satisfaction of the County. Cartridges shall equal or exceed the yield of the OEM specification.

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- 18.6 Any remanufactured cartridge found defective shall be replaced free of charge regardless of the amount of ink or toner remaining in the cartridge. The Contractor shall replace the defective cartridge with either another remanufactured cartridge or an OEM cartridge at the discretion of the department. Defective cartridges shall be replaced within two (2) business days after the Contractor is notified.
- 18.7 If the defective cartridge cause damage to the equipment, the Contractor shall be responsible for the payment of the repair.

19 RECYCLING PRINTER AND TONER CARTRIDGES

- 19.1 The Contractor shall provide in-person or third party collection of all used and empty printer and toner cartridges.
- 19.2 The Contractor shall recycle end-of-life printer and toner cartridges and provide the County with details of its recycling program upon request.
- 19.3 The Contractor shall ensure that remaining ink and toner in used cartridges, and all cartridges, casings, and parts not remanufactured or used to create a remanufactured cartridge, are recycled or disposed of in a manner that complies with all environmental and human health and safety laws and regulations.
- 19.4 At the County's request, the Contractor shall provide manifests and any other documentation needed to confirm the proper disposal of material.

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JUST-IN-TIME OFFICE AND SCHOOL SUPPLIES SERVICE

EXHIBIT B – INSURANCE AND BONDING REQUIREMENTS

ARTICLE 1

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability required if Contractor provides or engages any type of professional services, including but not limited to medical professionals, counseling services, or legal services.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Liability: \$1,000,000 per claim with an aggregate limit of not less than \$2,000,000. Any self-retained limit shall not be greater than \$25,000 per occurrence/event without County's Risk Manager's approval. Coverage shall include contractual liability coverage. If policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit has been paid or reserved, County will require additional coverage to be purchased by Contractor to restore the required limits. This coverage shall be maintained for a minimum of two years following termination of completion of Contractor's work pursuant to the Contract.

3. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the County's Risk Manager. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

A. Additional Insured Endorsement

Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.

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EXHIBIT B – INSURANCE AND BONDING REQUIREMENTS

B. Primary Insurance Endorsement

For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each required insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County at the address shown in section of Contract entitled "Notices".

D. Severability of Interest clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

GENERAL PROVISIONS

5. Qualifying Insurers

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

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Contractor shall furnish certified copies of the actual required insurance policies within thirty days after commencement of Contract. Thereafter, copies of renewal policies, certificate and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any policies of insurance, which Contractor has not delivered to County.

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

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

8. No Limitation of Obligations

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

9. Review of Coverage

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

10. Self-Insurance

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

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EXHIBIT B – INSURANCE AND BONDING REQUIREMENTS

11. Claims Made Coverage

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

- A. The policy retroactive date coincides with or precedes Contractor’s commencement or work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insureds.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors’ Insurance

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractors failure to maintain required coverage.

13. Waiver of Subrogation

Contractor and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled “Indemnity” of the Pro Forma Contract), but only to the extent that the proceeds received from any policy of insurance carried by County or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies.

ARTICLE 2

(reserved)

(Remainder of this page left blank)

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EXHIBIT C – PRICING SCHEDULE

1 PRICING AND PRICE ADJUSTMENTS

- 1.1 The prices and pricing of Lot 1, Lot 2, Lot 3, Lot 4, and Lot 5 are to include inside delivery, and no payment or reimbursement other than the prices of the delivered items and applicable taxes will be made to the Contractor for performing under this contract. Any price adjustments authorized by this article will not be retroactive.
- 1.2 Pricing submitted is to include all Contractors costs in performing on the contract excluding applicable taxes.
- 1.3 Pricing for Lot 1 and Lot 2 is based on current MSRP less discount submitted by the Contractor. Pricing for Lot 3 is based on firm fixed price submitted by Contractor. Pricing for Lot 4 and Lot 5 is based on current MSRP blended discount submitted by the Contractor. Discounts shall remain firm for all contract term periods.
- 1.4 Prices for items in Lots 1 and 2 are firm fixed through December, 31, 2011. Price adjustments will be allowed on the anniversary date of the contract. Price adjustments will be based on increases or decreases in the MSRP. Contractor must make request to increase or decrease prices based on change in MSRP at least thirty (30) days prior to anniversary date of contract. Upon request, Contractor shall provide County written documentation supporting MSRP increases or decreases for all affected items. Documentation shall be in the form of a letter from the manufacturer or other forms of documentation deemed acceptable to the County. To assist the County in auditing and tracking price fluctuations, Contractor shall submit new MSRPs in the same format as Exhibit C, Pricing Schedule.
- 1.5 Prices for items in Lot 3 are firm fixed from January 1, 2011 through June 30, 2011. On a semi-annual basis, Contractor may increase the purchase price of copy paper by either the maximum semi-annual percent increase bid in Exhibit C, Pricing Schedule or by the actual cumulative RISI percentage increase during the preceding six months, whichever is lower. If the RISI index is negative, purchase price of paper will decrease. The increase or decrease will be effective on July 1 and January 1 of each calendar year beginning July 1, 2011.
 - 1.5.1 Contractor shall be responsible for providing the County of San Diego a copy of the most current RISI listed in the Paper Trader at least thirty (30) days prior to July 1 and January 1 of each calendar year. **Note:** Cumulative RISI shall be based on the most current Paper Trader, Uncoated Freesheet Papers, Std. No. 4, 92 Brt, Xerog.
- 1.6 Prices for items in Lot 4 are firm fixed through December 31, 2011. Price adjustments will be allowed on the anniversary date of the contract. Price adjustments will be based on increases or decreases in the MSRP. Contractor must make request to increase or decrease prices based on change in MSRP at least thirty (30) days prior to anniversary date of contract.
 - 1.6.1 Maximum coverage of the Contractor's current published proprietary Office and school Supply Catalog is required. Unless otherwise excluded, all items in that catalog shall be in Lot 1, Lot 2, Lot 3, or Lot 4. The price list requirement for Lot 4, listed in number 4 above, shall cover all items in the published proprietary Office and School Supply Catalog except items specifically listed in Lot 1, Lot 2, Lot 3, and non-stock items.

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EXHIBIT C – PRICING SCHEDULE

- 1.6.2 As supporting documentation to annual price adjustment, thirty (30) days prior to the anniversary date of the contract, Contractor shall submit an updated Lot 4 price list in Excel format. For each item, the price list must include the manufacturer stock number, item description, the current MSRP, discount percent, and unit price. The unit price shall be based on the MSRP less the percentage (%) discount offered. The average discount for the Lot 4 price list must match the blended discount bid for Lot 4.
- 1.6.3 At least thirty (30) days prior to the anniversary date of the contract, Contractor must submit a copy of their current published proprietary Office and School Supply Catalog.
- 1.7 Prices for items in Lot 5 are firm fixed through December 31, 2011. Price adjustments will be allowed on the anniversary date of the contract. Price adjustments will be based on increases or decreases in the MSRP. Contractor must make request to increase or decrease prices based on change in MSRP at least thirty (30) days prior to anniversary date of contract.
- 1.7.1 Maximum coverage of office and school supplies in the Contractor's current published proprietary Office and school Supply Catalog, other company catalogs, other manufacturers catalog and/or other distributors catalog is desired. At least thirty (30) days prior to the anniversary date of the contract, Contractor must submit copies of any approved and applicable catalogs listing items for Lot 5.
- 1.7.2 As supporting documentation to annual price adjustment, thirty (30) days prior to the anniversary date of the contract, Contractor shall submit an updated Lot 5 price list with a minimum of 10,000 items in Excel format. For each item, the price list must include the manufacturer stock number, item description, the current MSRP, discount percent, and unit price. The unit price shall be based on the MSRP less the percentage (%) discount offered. The average discount for the Lot 5 price list must match the blended discount bid for Lot 5. Upon request, Contractor shall provide County written documentation supporting MSRP increases or decreases for all affected items. Documentation shall be in the form of a letter from the manufacturer or other forms of documentation deemed acceptable to the County.



Exhibit C – Pricing Schedule Template
Double click icon to open file

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EXHIBIT D - National Intergovernmental Purchasing Alliance Exhibits

Requirements for National Cooperative Contract

To be Administered by

National Intergovernmental Purchasing Alliance Company



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EXHIBIT D - National Intergovernmental Purchasing Alliance Exhibits

Exhibit 1-NATIONAL IPA REQUEST FOR PROPOSAL

1.0 Scope of National Cooperative Contract

1.1 Requirement

The COUNTY OF SAN DIEGO (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for OFFICE AND SCHOOL SUPPLIES. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit, through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit 3) and as a result is acting as the contracting agency for any other public agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any public agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by public agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit 2. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc, will occur directly between the Supplier and each public agency (Principal Procurement Agency and Participating Public Agencies) individually, and none of National IPA, Principal Procurement Agency nor any Participating Public Agency nor their respective agents, directors, employees or representatives shall be liable to Supplier for any acts, liabilities, damages, etc. incurred by any other Participating Public Agency.

This Exhibit 1 defines the expectations for qualifying companies based on National IPA's requirements to market the resulting Master Agreement nationally to Participating Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing companies on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. Responses to this RFP that do not adequately address the requirements and qualifications of the cooperative program through National IPA will be considered non-responsive and as such shall be disqualified from further evaluation by the Principal Procurement Agency. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies

1.2 Marketing and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to public agencies on a national basis.

The National IPA marketing teams will work in conjunction with the successfully awarded Supplier to promote the Master Agreement to both existing Participating Public Agencies and perspective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings

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D. Advertising

The National IPA sales teams will work in conjunction with the successfully awarded supplier to promote the Master Agreement to both existing Participating Public Agencies and perspective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Participating Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with the successfully awarded supplier to promote the Master Agreement to both existing Participating Public Agencies perspective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Participating Public Agency teams
- C. Training sessions for Supplier teams
- D. Quarterly business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 2% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Successful Supplier(s) will be required to execute the National IPA Administration Agreement (refer to Exhibit 2).

Further due to the initial launch and scale of such agreement, Supplier is requested to provide up front marketing dollars to National IPA, which will be amortized over the life of the agreement by both parties. Supplier agrees to provide \$_____ to National IPA within 10 days of execution of the Master Agreement. Any such upfront marketing dollars remaining unamortized at the termination of the Master Agreement will be returned to supplier.

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other public agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other public agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency.

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1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program;

- A. Provide a comprehensive competitively solicited and awarded national agreement offering OFFICE AND SCHOOL SUPPLIES to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to public agencies nationwide;
- C. Achieve cost savings for Suppliers and public agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of public agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement which would be available to all public agencies, Supplier must make certain commitments to both the Principal Procurement Agency and National IPA. These commitments are designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for public agencies, (3) the Master Agreement will be promoted to all public agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response who will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to public agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to public agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to public agencies under the Master Agreement in a consistent or better manner compared to sales to public agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA. Companies will not be eligible to be awarded a Master Agreement if these qualifications are not met to the satisfaction of the Principal Procurement Agency.

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3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy, and any fees, if applicable associated with returns.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan following the effective date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for public agencies to your teams nationwide, to include, but not limited to:
 - a. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - b. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
- B. Provide a detailed ninety-day plan following the effective date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing customers of responding supplier, as well as to prospective public agencies nationwide immediately upon award, to include, but not limited to:
 - a. Creation and distribution of a co-branded press release to trade publications within first 10 days
 - b. Announcement, contract details and contact information published on the company website within first 30 days
 - c. Design, publication and distribution of co-branded marketing materials within first 90 days
 - d. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - e. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - f. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - g. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
 - h. Dedicated National IPA internet web-based homepage with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and supplier;
 - Summary of products and pricing;
 - Marketing Materials

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EXHIBIT D - National Intergovernmental Purchasing Alliance Exhibits

- Electronic link to National IPA's online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how the Master Agreement will be marketed to your existing public agency customers, and how your company will transition any such accounts to the Master Agreement available nationally through National IPA.
- D. Please acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to public agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- a. Contract was competitively solicited by a Principal Procurement Agency;
 - b. Best government pricing
 - c. No cost to participate
 - d. Non-exclusive contracts
- F. Supplier is responsible for the training of its national sales force on the National IPA contract. At a minimum, sales training should include:
- a. Key features of National IPA contract
 - b. Working knowledge of the Solicitation Process
 - c. Awareness of the range of public agencies that can access National IPA
- G. Please provide contact information for the person(s), who will be responsible for:
- a. Marketing
 - b. Sales
 - c. Sales Support
 - d. Financial Reporting
 - e. Contracts
- F. Please describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- G. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- H. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new participant account set-up, etc.
- I. Explain how your company will market and transition the Master Agreement into the **primary go to market strategy** to public agencies.
- J. State the amount of your company's public agency sales for the previous fiscal year. Provide a list of your top 10 public agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Explain how your company plans to market the Master Agreement to existing public agency customers and transition these customers to the Master Agreement. Please provide the Contract Sales that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.
- \$ _____.00 in year one
\$ _____.00 in year two
\$ _____.00 in year three
- M. Even though it is anticipated that many public agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where agencies will

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EXHIBIT D - National Intergovernmental Purchasing Alliance Exhibits

issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.

- a. Respond with Master Agreement pricing (sale reported to National IPA).
- b. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales to National IPA under the Master Agreement.
- c. Respond with pricing higher than Master Agreement only in the unlikely event that the agency refuses to utilize Master Agreement.
- d. If alternative permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate.

Please detail your strategies under these options when responding to a solicitation.

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EXHIBIT D - National Intergovernmental Purchasing Alliance Exhibits

Exhibit 2-NATIONAL IPA ADMINISTRATION AGREEMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT is made this ____ day of _____, 20____, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof the "Master Agreement"), for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies; including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit, that register with National IPA or otherwise execute a Participating Public Agency Certificate (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, National IPA serves as the contract administrator for Principal Procurement Agencies with regard to Master Agreements offered through National IPA to public agencies;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

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

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

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EXHIBIT D - National Intergovernmental Purchasing Alliance Exhibits

TERMS AND CONDITIONS

2. The Master Agreement, as 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. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail. Supplier acknowledges and agrees that the covenants and agreements of the Supplier set forth in the solicitation and resulting Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby acknowledges and agrees that National IPA shall act in the capacity of contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to public agencies and such agencies' verified employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of 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 Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion.

8. A copy of the Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit _____. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at www.nationalipa.org prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested public agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such public agencies to evaluate potential purchases. In addition, Supplier shall provide the marketing and administrative support set forth in the solicitation and resulting

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Master Agreement assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

QUARTERLY FEES & MONTHLY REPORTING

10. Supplier shall pay National IPA an administrative fee in the amount of 2% of the total purchase price paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in a format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the reporting format appears at Exhibit D.

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by the Principal Procurement Agency or National IPA at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with interest on such amount in accordance with paragraph 12, and shall be obligated to reimburse National IPA's costs and expenses for such audit.

12. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Administrative fee payments are due within thirty (30) days after the end of each calendar quarter for Contract Sales during such quarter. Failure to provide a monthly report and/or payment of the administrative fees within the time and manner specified 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 Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

13. National IPA or its designee may, in National IPA's sole discretion, compare public agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

GENERAL PROVISIONS

14. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

15. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

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16. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

17. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
1600 Westgate Circle
Suite 275
Brentwood, TN 37027

B. Principal Procurement Agency

C. Supplier

18. 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.

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

20. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY

By: _____

Title: _____

Date: _____

SUPPLIER: _____

By: _____

Title: _____

Date: _____

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**Exhibit 3- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT**

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Intergovernmental Purchasing Alliance Company ("National IPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

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

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.
2. That the procurement of Products 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 Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

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8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

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PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

I hereby acknowledge, on behalf of INSERT NAME OF PPA HERE ("Principal Procurement Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company ("National IPA").

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, INSERT NAME OF PPA HERE agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Principal Procurement Agency

Date

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Exhibit 4- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

Participating Agency #	Participating Agency Name	City	State	Zip Code	Contract Sales	Cumulative Contract Sales	Admin Fee %
{Assigned by National IPA and provide to Supplier}							

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Exhibit 5- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <http://www.usa.gov/Agencies/Local.shtml>

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages and Boroughs including but not limited to:

CITY OF ADAIR VILLAGE
CITY OF ASHLAND
CITY OF AUMSVILLE
CITY OF AURORA
CITY OF BEAVERTON
CITY OF BOARDMAN
CITY OF BURNS
CITY OF CANBY
CITY OF CANYONVILLE
CITY OF CLATSKANIE
CITY OF COBURG
CITY OF CONDON
CITY OF LA GRANDE
CITY OF LEBANON
CITY OF MILL CITY

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CITY OF MILWAUKIE
CITY OF MOSIER
CITY OF NORTH PLAINS
CITY OF OREGON CITY
CITY OF PILOT ROCK
CITY OF PORTLAND
CITY OF POWERS
CITY OF RIDDLE
CITY OF SANDY
CITY OF SCAPPOOSE
CITY OF SHADY COVE
CITY OF SHERWOOD
CITY OF ST. PAUL
CITY OF TIGARD, OREGON
CITY OF TUALATIN, OREGON
CITY OF WARRENTON
CITY OF WILSONVILLE
CITY OF WINSTON
LEAGUE OF OREGON CITIES
PORTLAND DEVELOPMENT COMMISSION

Counties including but not limited to:

ASSOCIATION OF OREGON COUNTIES
BENTON COUNTY
CLACKAMAS COUNTY DEPT OF TRANSPORTATION
CLATSOP COUNTY
COLUMBIA COUNTY, OREGON
COOS COUNTY HIGHWAY DEPARTMENT
CROOK COUNTY ROAD DEPARTMENT
CURRY COUNTY OREGON
DESCHUTES COUNTY
DOUGLAS COUNTY
GILLIAM COUNTY
GILLIAM COUNTY OREGON
HARNEY COUNTY SHERIFFS OFFICE
HOOD RIVER COUNTY
JEFFERSON COUNTY
LAKE COUNTY
LINCOLN COUNTY
LINN COUNTY
MARION COUNTY, SALEM, OREGON
MORROW COUNTY
MULTNOMAH COUNTY
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES
MULTNOMAH LAW LIBRARY
NAMI LANE COUNTY
POLK COUNTY
SHERMAN COUNTY
UMATILLA COUNTY, OREGON
UNION COUNTY
WALLOW A COUNTY
WASCO COUNTY
WASHINGTON COUNTY

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YAMHILL COUNTY
BOARD OF WATER SUPPLY
COUNTY OF HAWAII
MAUI COUNTY COUNCIL

K-12 including but not limited to:

BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CANYONVILLE CHRISTIAN ACADEMY
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MULTISENSORY LEARNING ACADEMY
MUL TNOMAH EDUCATION SERVICE DISTRICT
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES

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NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH WASCO CTY SCHOOL DISTRICT 21
NORTHWEST REGIONAL E.DUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
PHOENIX-TALENT SCHOOL DISTRICT NOA
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
WEST LINN WILSONVILLE SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32

Higher Education

BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
CENTRAL OREGON COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLUMBIA GORGE COMMUNITY COLLEGE
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIV.
REED COLLEGE
ROGUE COMMUNITY COLLEGE
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE

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WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
ARGOSY UNIVERSITY
BRIGHAM YOUNG UNIVERSITY - HAWAII
COLLEGE OF THE MARSHALL ISLANDS
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
UNIVERSITY OF HAWAII AT MANOA

State Agencies

BOARD OF MEDICAL EXAMINERS
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
ADMIN. SERVICES OFFICE
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII HEALTH SYSTEMS CORPORATION
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION

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ATTACHMENT 1 – Delivery Point Codes



Attachment 1.pdf

Double click icon to open file