



April 29, 2015

Region 14 Education Service Center
1850 Highway 351
Abilene, TX 79601

RFP# 03—15:

To whom it may concern:

SecureWatch24, LLC (SW24) thanks you for the opportunity to submit a response and be considered for admission to such a prestigious contract. SW24 is a growth-oriented company; the government, hospitality, commercial and healthcare verticals have each grown by at least 20% year-to-year over the past 2 years. The single largest area of growth has been government sales, but there has always been a limitation – SW24's current state contract limits purchases to counties south of Albany. SW24's focus on government sales has led to the recent acquisition of a Pennsylvania State contract (CoStars 33) and a tentative award for the Hazardous Incident Response (HIRE) contract, as well as expansion of the existing New York State contract to include the entire state. But that is not enough – SW24 recognizes the need for a national contract and NCPA is the perfect option.

SW24 has an interest in promoting the NCPA relationship to the widest possible audience. To that end, the dedicated marketing team will ensure that the use of the NCPA logo and promulgation of the contract's purchasing details are maximized through trade shows, industry publications and included in every presentation to eligible agencies.

Marketing doesn't end with exposure – the customer experience must be easy. To facilitate usage of the NCPA contract among state purchasing officials, SW24 is currently in the process of developing a dedicated B2B portal for government sales. This web portal will allow multiple users attached to a single agency to have multiple roles and approval levels. It will provide historic purchasing, allow administrators to approve purchases and upload POs directly to the B2B portal. This will also simplify reporting required under the NCPA and other state contracts.

Although SW24 has only seen explosive growth over the past few years, the past ten years have been spent creating a solid foundation upon which to grow our business to a national level. Should you have any questions or require clarification on any points, please contact me at your earliest convenience.

Thank you for your consideration.



Neil Wiener
EO

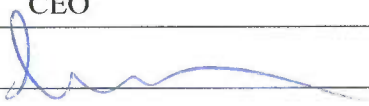
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Signature Form

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

Prices are guaranteed: **120 days**

Company name	SecureWatch24, LLC.
Address	1 Penn Plaza, #4000
City/State/Zip	New York, NY 10119
Telephone No.	212-729-5400
Fax No.	212-729-5401
Email address	Neil@SecureWatch24.com
Printed name	Neil Wiener
Position with company	CEO
Authorized signature	 4/29/15

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of May 11, 2015, by and between National Cooperative Purchasing Alliance (“NCPA”) and SecureWatch24, LLC. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 11, 2015, referenced as Contract Number 12-06, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Security Solutions Products and Services;

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

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

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

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

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

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

◆ General Terms and Conditions

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

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Administrative Fee to be negotiated following award, but not to exceed the below figures.

Administrative Fee may be negotiated one (1) year after award.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.
- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the **fifteenth (15th)** day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under

the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Vendor Name

NCPA Report

Month or Quarter

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273

Houston, TX 77270

Signature: 

Date: May 11, 2015

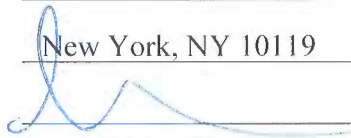
Vendor: Secure Watch24, LLC.

Name: Neil Wiener

Title: CEO

Address: 1 Penn Plaza, #4000

New York, NY 10119

Signature: 

Date: 4/29/15

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

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

☒ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Samoa

☐ Northern Mariana Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE ☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB ☐

◆ **Residency**

- Responding Company's principal place of business is in the city of New York,
State of NY

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

- ☐ A publically held corporation; therefore, this reporting requirement is not applicable.
☒ Is not owned or operated by anyone who has been convicted of a felony.
☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

- ☒ Manufacturer Direct ☐ Certified education/government reseller
☒ Authorized Distributor ☐ Manufacturer marketing through reseller
☒ Value-added reseller ☐ Other: _____

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Noemi Panama

Title: Accounts Payable

Company: SecureWatch24, LLC.

Address: 1 Penn Plaza, #4000

City: New York

State: New York

Zip: 10119

Phone: 212-729-5400

Email: NPanama@SecureWatch24.com

▪ Purchase Orders

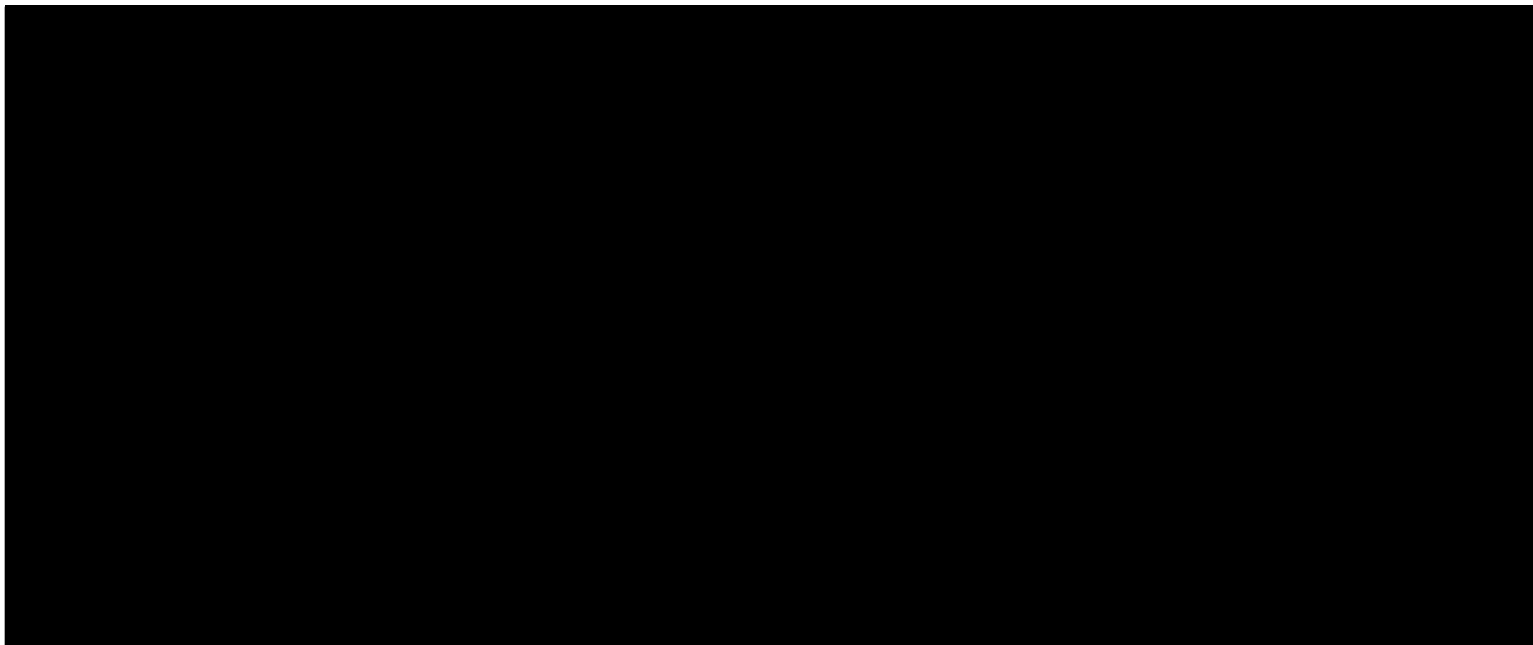
Contact Person: Ed Bloom
Title: Government Contract Administrator
Company: SecureWatch24, LLC.
Address: 1 Penn Plaza, #4000
City: New York State: New York Zip: 10119
Phone: 212-729-5400 Email: EBloom@SecureWatch24.com

▪ Sales and Marketing

Contact Person: Ed Bloom
Title: Government Contract Administrator
Company: SecureWatch24, LLC.
Address: 1 Penn Plaza, #4000
City: New York State: New York Zip: 10119
Phone: 212-729-5400 Email: EBloom@SecureWatch24.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
☒ Yes ☐ No
 - Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
☒ Yes ☐ No
 - Vendor will provide additional discounts for purchase of a guaranteed quantity.
☒ Yes ☐ No





Company's Official Registered Name: SecureWatch24, LLC.

Brief History: SecureWatch24 (SW24) was founded in 2004 by two NYPD officers with a dream to provide immediate, actionable intelligence to the end-user. Over the past eleven years, the dream has been realized and SW24 is now a recognized industry leader in security installations, consultation, investigation, programming and system design.

Duns and Bradstreet #: 18-450-7387

Standard Payment Terms: All work performed requires a purchase order or contract. Unless noted otherwise in the proposal, payment terms are net-30 upon receipt of invoice. Additional billing options may include: payment upon receipt/delivery of equipment, monthly cycle billing or progress payments. Additional discounts may be available for prompt payment. Service and extended warranty agreements may be invoiced monthly, quarterly or annually. Pre-payment of service and extended warranty agreements may warrant additional customer discounts.

Competition in the marketplace: Diebold, Henry Brothers, Johnson Controls

External Marketing:

SW24's dedicated marketing will maximize exposure to the NCPA contract.

- SW24 currently participates in several industry publications' and trade associations' marketing programs. SW24 advertising in these publications may be modified to include the NCPA logo/affiliation.
- SW24 attends over 30 trade shows per year throughout the country. The NCPA logo/affiliation may be added to SW24 displays and booths.
- SW24 has a robust selection of vertical market-specific cut sheets. The NCPA logo/affiliation may be added to all literature targeting eligible end-users.
- SW24 may develop end-user literature with instructions on how to attach to the NCPA contract.
- SW24 may prominently display the NCPA logo/affiliation on its corporate website.
- SW24 may create a B2B portal to simplify ordering and account management for government agencies.
- SW24 invites NCPA participation in collaborative events such as trade show exhibition, A&E education seminars and a host of other initiatives.

Internal Marketing:

SW24 may develop specific collateral to educate the dedicated government sales team

- Proper use and benefits of the dedicated eCommerce portal
- Vertical market-specific training on proper use of the NCPA contract
- Dedicated literature and training on how to get an agency to attach to the NCPA contract
- SW24 may incent sales personnel to use the NCPA contract

Functionality of on-line catalog: Complete B2B portal; create users and roles, approve orders, upload POs, fully integrated accounting and processing system



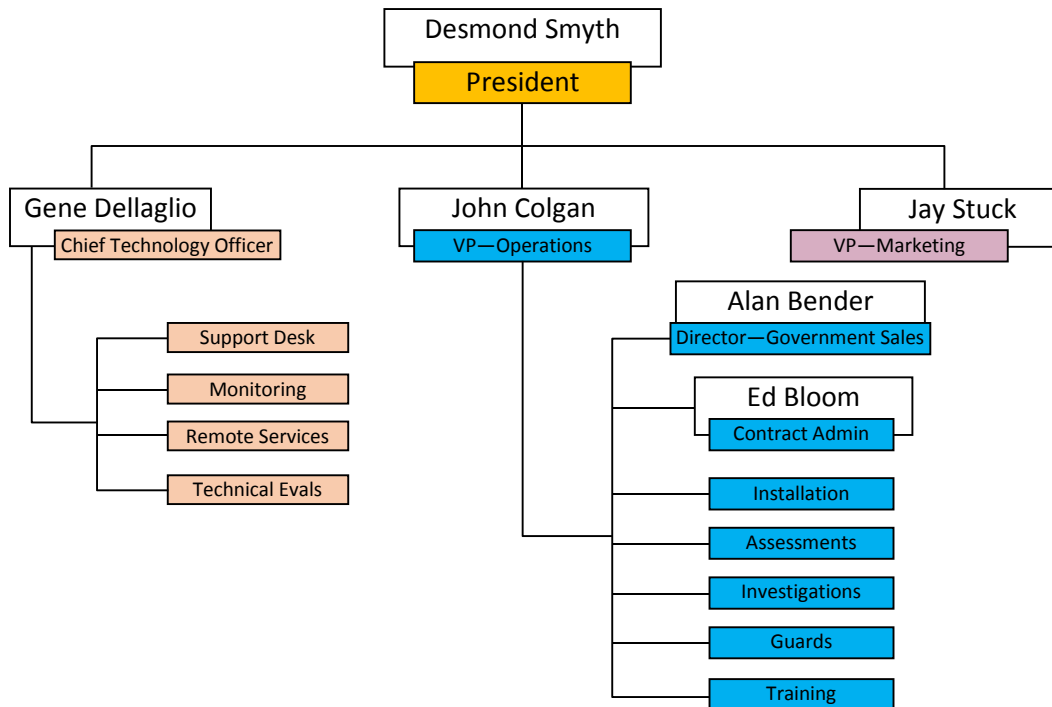
Support Department:

- 24/7 call-in support center
 - o Remote troubleshooting
 - o Remote programming
 - o System Health Check
- Nationwide team of support partners
 - o 24/7 options available for on-site repairs.

Key Personnel:

Neil Wiener	CEO	212-729-5400	Neil@SecureWatch24.com
Desmond Smyth	President	212-729-5400	Des@SecureWatch24.com
Gene Dellaglio	CTO	212-729-5400	Gene@SecureWatch24.com
John Colgan	EVP – Ops	212-729-5400	John@SecureWatch24.com
Alan Bender	Director – Gov’t Sales	212-729-5400	ABender@SecureWatch24.com
Ed Bloom	Gov’t Contract Admin	212-729-5400	EBloom@SecureWatch24.com

Company's Organizational chart of those individuals that would be involved in the contract:



Company History and Differentiation from Competition:

SecureWatch24, LLC. (SW24), a New York City-based, privately held, full-service security company, was established in 2004 and now provides integrated security services to clients across twenty-five states and four countries. SW24 is a recognized leader in the security industry, providing technology-based security services and specializing in electronic surveillance design and installation, personal and property protection, intrusion signal monitoring, video management systems, access control, integrated enterprise-level security design, RFID-based asset tracking, license plate recognition and a host of security project management and consulting services. SW24 provides its clients with custom-tailored security solutions to meet their specific needs and exacting standards. Over the past decade, the company has created a robust Network Operations Center (NOC) which currently manages in excess of 26,000 cameras securing approximately 2,500 locations across the United States.

SW24 has distinguished itself in the professional security integrator community by providing the following products and services:

Risk Assessments and Security Consultations:

The government sector provides an interesting case study in security integration. Most often, these large agencies employ multiple offices in disparate geographic regions; as a result, each site may utilize different brands and manufacturers, as piecemeal expansion is the norm. The SW24 consulting team is comprised of former law enforcement officials ranging from the former chief of the New York City Police Department's Counterterrorism Bureau to a former Supervisory Special Agent with the FBI. These risk assessments and security consultations involve two



different aspects – threat identification and threat mitigation. The assessment begins with a study of current conditions and perceived threats to the institution through analysis of crime reporting data and interviews with key community stakeholders. SW24 then examines the physical structures to identify potential security concerns.

The end-user has the option to receive the findings in a simple written form, or, if preferred, SW24 can develop in-depth CAD drawings and equipment lists to enable a successful bid and project implementation.

Technological Innovations

The security world continues to rapidly evolve, requiring an agile workforce capable of keeping pace with the increasing specialization of the security landscape. An indicator of future success is examining a company's track record to determine if they were merely able to capitalize on a single wave or if there is a pattern of repeated innovation and successful implementations. SW24's engineering team is second to none and has pushed the envelope from the beginning on.

Original SW24 DVR

2001

This landmark unit marked the birth of SW24 as a force within the security industry. Developed from a conversation by two former NYPD officers, this Digital Video Recorder was one of the first connected to the WAN. The system was developed to enable property managers to "watch" their properties and provide immediate, actionable intelligence about troubling issues. This system continues to report to SW24's Network Operations Center (NOC) that handles user authentication and provides a clear chain of evidence. The system has grown from four cameras in a single building to over 26,000 cameras on what is believed to be the largest private camera network in New York.

Hospitality Industry Staff Duress Systems

2013

Following an alleged sexual assault against a hotel housekeeping staff member by a hotel guest in 2011, the health and safety of hospitality workers was called into question and the New York Hotel Trade Council (NYHTC) responded with a requirement that hotels provide in-room staff with panic buttons. None of the existing systems capable of meeting the NYHTC requirements had ever been tested in an environment with a footprint as difficult as a Midtown Manhattan high-rise hotel. Through thousands of hours of testing, SW24 has been able to provide consistent test results and comprehensive security programming of these panic systems.

SecureWatchman

2014

This novel technology builds upon SW24's previous experience in the multifamily residential arena. The SecureWatchman is a combination of multiple Commercial Off-the-Shelf (COTS) technologies designed to provide a versatile, non-proprietary platform. The system uses a Megapixel IP camera, advanced digital analytics and an integration to SW24's monitoring software. The camera's analytics can detect a person who's been loitering, generating an alarm at the SW24 Fusion Center, at which time the operator opens up voice communication and advises the person to leave the area. This system has fostered a dramatic increase in quality of life within those residential buildings within which it has been deployed and has acted as a force multiplier for property owners/managers with increasingly reduced budgets.

Remote Lockdown

2014

A key aspect of SW24's success is the ability to rapidly integrate disparate systems. SW24 recently piloted an integration at the Fusion Center showing the ELERTS mobile notification system completely integrated with a Genetec Access Control and Video System. In case of alarm, one of the designated responders is notified via the



ELERTS app of a potential situation. The responder can access the cameras via the Genetec Video Platform and, if required, initiate a lockdown of the entire facility via the ELERTS application. This also triggers secondary responses inside the facility such as lights and alarms.

Fusion Center

SW24 has created one of the most advanced commercial central station/alarm monitoring facilities in the country, the Fusion Center. The Fusion Center was designed from the onset to fill multiple roles from simply monitoring incoming alarm signals and housing SW24's dedicated server farm to providing a remote/backup command center for municipalities in case of emergency.

Certifications:

- UL-Certified (Burglary & Fire)
- CSAA Five Diamond

Monitoring:

SW24 utilizes an MAS/Sureview back-end to process incoming alarms, prioritize alarms and document responding actions. This system is compatible with almost every alarm panel on the market. The facility is also large enough to accommodate dedicated remote support staff and monitoring personnel for top-tier clients.

Real Time Escort

SW24 has partnered with ELERTS, a mobile phone-based app that allows users to trigger an alarm at the central station if and when they feel threatened. The user's GPS coordinates are then relayed to the monitoring center and the operator has the option to communicate with the end user, the client's internal security staff or dispatch police based on an agreed upon response metric. This service is increasingly being requested by SW24's customers in the higher education and home healthcare verticals.

Video Verification

The Fusion Center is equipped with a massive 11' x 40' video wall connected to the alarm monitoring backend. SW24 has developed a strong partnership with the providers of two remote alarm systems. These battery-powered alarm systems are capable of sending a video clip to the end user and the Fusion Center when the alarm is triggered. Operators now have actionable intelligence and are able to make split second decisions and dispatch law enforcement, if required. This solution is of great interest to managers of water and power authorities with unmanned, remote facilities and a need to eliminate false emergency dispatches.

Up-Time Capabilities

To comply with the various certification requirements, SW24 has installed multiple redundant systems. The backup power system is comprised of dual failover generators with dual-fuel capabilities. The incoming WAN connection is dual-fiber circuits with opposite side of the building penetrations. This allows near 100% uptime capabilities.

Dedicated Servers

Due to many end-user requirements, SW24 created an internal server farm that allows for the remote backup of security databases, hosted video and access control solutions and failover capabilities for SW24's clients. This architecture gives SW24 complete control over the solution from design to execution to hosting.

Backup Command Centers

In 2012, New York and New Jersey were hit by Hurricane Sandy. The SW24 Fusion Center, located in Moonachie, NJ, is in an area that experienced severe damage and extreme flooding during the storm. The Police Department, 911 Operations Center and Fire Dispatch were flooded and completely inoperable. Within 24



hours, all of Moonachie's municipal emergency calls were being routed through the Fusion Center. 911 Dispatchers worked alongside SW24 operators and the 40+ seat conference room was utilized for emergency response planning. The lessons learned from this experience allowed SW24 to construct failover operations systems to route critical aspects of government continuity to the Fusion Center and provide a cost-affordable backup solution for smaller townships across the country.

High-Level Technologies

The security space is difficult to navigate, owing to the sheer volume of products, technologies and manufacturers. SW24 helps simplify the process. Knowledge that can only come from decades of experience allows SW24 to provide real-world performance feedback and product comparisons to its clients to aid in product selection. This selection, however, is only the first part of the process. As systems grow more complex, the breadth of technological knowledge required to perform a trouble-free installation increases exponentially. SW24 has been able to continually define itself in this field, due in part to the following technologies:

License Plate Recognition (LPR)

The use of License Plate Recognition (LPR) cameras has increased dramatically in recent years. There are several manufacturers that offer LPR products, but Genetec has separated itself from the field. The AutoVu line of LPR software and hardware is completely integrated to the Security Center platform, allowing a single system to handle cameras, access control, LPR, ticketing and panic alarms. SW24 is the largest Genetec AutoVu partner in the United States, with numerous systems successfully installed and utilized by police officers to provide information on passing vehicles while they drive. This includes being able to check every scanned license plate against stolen car databases, amber alerts or silver alerts. These systems can also be further developed to link disparate databases and can potentially provide law enforcement personnel information on the registered owner of the vehicle prior to the stop. This situational awareness at the beginning of a traffic stop can save lives. Higher Education clients have also started to deploy these systems in greater numbers. SW24 has installed fixed systems that grant and/or deny access to parking areas and vehicle-mounted systems capable of issuing and printing tickets. This allows Higher Education clients to greatly increase their revenue stream while decreasing time required to certify vehicles. Municipalities have expressed tremendous interest in the ticketing capabilities of the AutoVu LPR system. Several options are available, including installation on street sweepers to ticket violators on alternate-side parking days.

In-Vehicle and Body-Worn Video Systems

The increased focus on law enforcement has seen a complementary rise in the usage of in-vehicle and body-worn cameras. These systems provide objective evidence that can be used to easily resolve disputes. SW24 has partnered with some of the largest providers of these systems and can leverage years of design experience to provide a holistic package that brings these video feeds into the overarching security system.

Genetec Resource Partner: Genetec is recognized as one of the premier Video Management Systems (VMS) available today. This system is utilized by some of the largest government agencies in America. SW24 is the only Genetec Resource Partner in the United States. This designates SW24 as the intermediary agent for smaller integrators lacking the capacity and capabilities to install and service Genetec systems. It also designates SW24 as the premier Genetec dealer in the United States.

Command Centers

As internal security networks continue to expand, end-users are increasingly electing to create their own Network Operations Centers (NOCs). These NOCs are expansive and include many disparate components.



SW24 is able to utilize the Fusion Center as a beta-platform for integration of new components prior to release or installation at customer sites. SW24 is able to leverage this experience to design and install video walls and NOCs that meet the client's specific needs and concern. SW24's internal development continually improves the performance and reach of these systems.

Public-Private Partnerships

Security has grown into a universal need and concern. Just as neighborhood watches of the past provided no-cost additional surveillance to police, existing electronic security infrastructure can be leveraged to benefit the law enforcement community with no additional expenditure on its part. SW24 has been one of the leading advocates for this process and has pushed for greater partnership opportunities.

Real Time Crime Center (RTCC)

The RTCC represents the cornerstone of a far-thinking plan bringing advanced technology to combat crime and provide the NYPD with the tools to meet the challenges of modern policing. The RTCC opened on July 18, 2005 and provides 24/7 support. The center was built at a cost of \$11 million and is capable of providing this critical information to the 37,000 police officers of the [New York City Police Department](#). The RTCC was funded in part by grants from the non-profit [New York City Police Foundation](#). Data that once took weeks to process—such as arrest records, mug shots, warrant information—can now be transmitted to investigators in the field in “real time.”

SW24 plays a major role in providing the RTCC “real-time” video. Many private citizens purchased SW24 DVRs. In a desire to augment the NYPD's capabilities and assist the DVRs' owners, SW24 received permission from the owners to stream 11,000 cameras to the RTCC. With zero additional investment from either the private citizens or the Police Department, the city now has 11,000 additional cameras to utilize in preventing and resolving crimes.

FiRST/CSI

As part of the SW24 Citywide Safety Initiative, SW24 has created ***FiRST: First Responder Systems & Technologies Program***, authorizing fire departments, EMS, police and other emergency responders to access its private security technology in the event of an emergency.

The SW24 FiRST Program combines smart technologies to give first responders a critical advantage with immediacy, accuracy, integration, and reach through previously untapped private networks of security devices. When participating agencies respond to an incident at a CSI/FiRST location, SW24 has the capability to transmit live video to remote workstations or field devices. This immediacy of actionable intelligence can help save lives in the event of fire or other emergency response.

Leiby Ketsky Security Initiative

The Leiby Ketsky Security Initiative utilizes the newest advances in surveillance technology to safeguard community residents. The pilot program places high-tech security cameras in strategic places throughout the community, allowing for a wide blanket of surveillance. Working with the NYPD and community leaders, New York State Assemblyman Hikind's office identified key locations throughout the Borough Park and Midwood areas that would offer the broadest surveillance coverage. These include commercial districts, schools and institutions, as well as residential areas. 80 units containing 4 (four) cameras each, for a total of 320 cameras, work together to create a security blanket—a virtual eye that can see what has occurred on the streets of the community in the event of a crime.



At the project's installation, Assemblyman Hikind also thanked Agudath Israel, and in particular, Rabbi Chaim Dovid Zweibel and Dovid Tannenbaum, for partnering with his office, as well as JP Morgan Chase for their role in advancing funding for the initiative; SecureWatch24 for their technical guidance and expertise in creating a system and topography that would best serve the community; Joseph Palmieri, Brooklyn Borough Commissioner of the NYC Department of Transportation; and the NYPD, in particular Mike Deddo, Commanding Officer of the 66th Precinct and Eric Rodriguez, Commanding Officer of the 70th Precinct.

Geographic Capabilities:

While SW24 started in New York, the projects certainly aren't confined to a single geographic area. Over the past 10 years, SW24 has developed a proven method for handling national accounts. It would be impossible for a single integrator to have a physical presence in every city. Rather, through a multi-faceted approach, SW24 ensures that, regardless of location, SW24 will be capable of meeting a client's need.

Distributors:

Many of the products utilized in a security system installation are available through distribution. SW24 has a strong partnership agreement with Anixter and Communications Supply Corp, including shared State Contracts. Through these two distributors, SW24 is able to provide a physical location to receive and consolidate job specific equipment in all 50 states and most mid-size cities. The relationship with distributors goes one step further. For specific clients with multi-state locations, SW24 will work with the client and the distributor to develop a standard Bill of Materials (BOM). This BOM is saved internally with the distributor and streamlines ordering and fulfillment, providing a consistent installation experience regardless of location.

Initial Assessments

For larger projects, SW24 sends a technical team to the site to perform an initial survey. This survey includes compilation of existing drawings, installed equipment and performance-based outcomes. This information is synthesized and a proposal for goods, services, installation, design or a combination thereof is developed. Following acceptance of this proposal, SW24 creates a complete set of installation drawings, including equipment location, wiring diagrams and wiring labels that a subcontractor can easily follow.

Subcontractors:

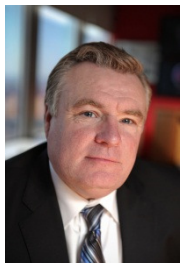
SW24 has existing relationships with multiple, highly-qualified subcontractors. These subcontractors have been vetted and many have done work with SW24 in the past. They are familiar with the process and can install a job from start to finish using the plans and equipment provided by SW24.

Programming:

The two most crucial elements of an installation are the initial design and the programming. SW24 has a team of dedicated engineers that are able to fly to any site and supervise the installation, complete final programming, and certify the system.

SW24 Management Team

Desmond Smyth - President and Founder



Desmond "Des" Smyth, the company's President and founder, developed the SecureWatch24 (SW24) concept over five years prior to his 2006 retirement from the NYPD's Detective Bureau. Des' remarkable success within both the public sector as a highly accomplished Detective and the private sector as a residential security expert provided the impetus necessary to create SW24 as it exists today. Des began his NYPD career cultivating a productive relationship with the residential communities of Central Harlem, utilizing daily patrol interactions to positively impact the quality of life on the streets and in the properties he patrolled. Commitment to a proactive community-based approach to crime prevention facilitated Des' efforts to enhance the effectiveness of an interactive security platform serving the local police, the local community, and local property owners.

Gene Dellaglio - Chief Technology Officer



After many years of law enforcement service to the City of New York, Gene retired from the Evidence Collection Division of NYPD to join the SW24 Management Team. While with NYPD, Gene created the database currently utilized by citywide units to track Evidence Collection cases from inception to prosecution. Gene has labored to build, from the ground up, the camera and software network utilized by SW24 today. His intimate understanding of how networks function and why the SW24 system is beneficial to SW24 customers represents the culmination of twenty years of development, installation, and utilization of surveillance systems, alarm systems, and access control features as integrated technologies. Gene's broad wealth of Information Technology experience was evidenced by the success of his own business, SoHo Technologies, from which he launched innovative joint ventures with major real estate management and accounting software designers to provide a fully integrated global enterprise-level management interface. His bold vision and commitment to progress continually direct SW24 into new and uncharted territories, ensuring that SW24 remains the premier security provider for clients seeking to protect their investment properties and associated assets.

John Colgan – Executive Vice President - Operations



John, a twenty-eight year veteran of the New York City Police Department (NYPD), retired in 2008 at the rank of Assistant Chief. In his last assignment within the NYPD, he served as Commanding Officer of the Counterterrorism Bureau, overseeing the Joint Terrorism Task Force; all Citywide Counterterrorism Initiatives; and all risk assessment, threat reduction/infrastructure protection, and counterterrorism training activities within the purview of the NYPD. Earlier in his NYPD career, John oversaw the legal training of NYPD Police Academy recruits and served as Executive Officer of the 83rd Precinct and as Commanding Officer of both the Administrative Services Division and the Department's Office of Management and Budget. In these assignments, he was responsible for administering a significant portion of the Department's operating expense and capital budgets. In these assignments, John distinguished himself as both a problem solver and program manager with a reputation for completing complex projects on time and within budget. This reputation and experience figured prominently in John's assignment to the NYPD Counterterrorism Bureau at its inception in 2002. In this assignment, he was directly responsible for many of the security

enhancements currently in place throughout New York City and oversaw a number of initiatives designed to effectively assess the risks to our citizens and provide workable solutions to reduce the terrorist threat. He also served as Co-Chair of the New York State Police Executive Committee on Terrorism and as a member of the Executive Committee of the Port of New York/New Jersey's Area Maritime Security Committee. John holds a Bachelor of Arts degree and is a 1994 graduate of the Police Management Institute at Columbia University.

Jay Stuck- Executive Vice President –Marketing



Jay has more than 30 years' experience in consumer and business-to-business advertising and sales promotion. Jay is charged with spearheading SecureWatch24's penetration into new vertical markets, enhancing its brand recognition in areas such as the residential intrusion detection market, and managing the SW24 corporate profile across all advertising and social networking media. He most recently served as Vice President, Residential Marketing for Guardian Protection Services in Pittsburgh, PA. He was awarded Sales Leader of the Year by Honeywell/First Alert in 2009 and 2010. Prior to managing his own sales support and marketing agency in Palm Beach, Florida, Stuck was responsible for all worldwide advertising, Internet marketing and corporate communications functions for ADT Security Services, Inc. Stuck has degrees in journalism and mass communications, and was a Teaching Fellow at the University of Michigan while pursuing a graduate degree in television. Jay is a veteran of hundreds of interviews and has appeared on numerous live TV shows, including Fox News. He is a member of the advisory Board of Directors of the National Crime Prevention Council. Jay was also extensively quoted in *The New PR (An Insider's Guide to the Changing Face of Public Relations)*, a book by Phil Hall, 2007, Larson Publishing. He is a frequent and popular security industry speaker at venues such as ESX and the ESA.

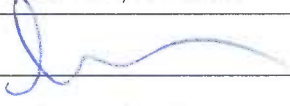
Tab 9 – Required Documents

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

Clean Air and Water Act & Debarment Notice

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

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	SecureWatch24, LLC.
Print Name	Neil Wiener
Address	1 Penn Plaza, #4000
City, State, Zip	New York, NY 10119
Authorized signature	
Date	4/15/15

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature



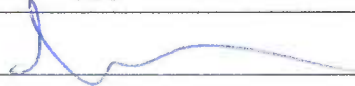
Date

4/15/15

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

Company name	SecureWatch24, LLC.
Address	1 Penn Plaza, #4000
City/State/Zip	New York, NY 10119
Telephone No.	212-729-5400
Fax No.	212-729-5401
Email address	Neil@SecureWatch24.com
Printed name	Neil Wiener
Position with company	CEO
Authorized signature	

ARRA Standard Terms and Conditions Addendum for Contracts and Grants

If a contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("Recovery Act"), the following terms and conditions apply. As used in this Section, "Contractor/Grantee" means the contractor or grantee receiving Recovery Act funds under this agreement.

1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.
2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.

AVAILABILITY OF FUNDING

Contractor/Grantee agrees that programs supported with temporary federal funds made available from the Recovery Act may not be continued once the temporary federal funds are expended.

BUY AMERICA REQUIREMENT

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

CONFLICTING REQUIREMENTS

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

FALSE CLAIMS ACT

Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. §§3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of Recovery Act funds, the participating agency may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to participating agency under all applicable state and federal laws.

INSPECTION OF RECORDS

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve

transactions relating to, this contract; and (2) interview any officer or employee of Contractor/Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

JOB POSTING REQUIREMENTS

Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to post jobs created and retained as a result of stimulus funds.

PROHIBITION ON USE OF RECOVERY ACT FUNDS

Contractor/Grantee agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

REPORTING REQUIREMENTS

Pursuant to Section 1512 of Title XV of the Recovery Act, entities receiving Recovery Act funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Contractor/Grantee agrees to provide the County with the following information in a timely manner:

- a. The total amount of Recovery Act funds received by Contractor/Grantee during the Reporting Period;
 - b. The amount of Recovery Act funds that were expended or obligated during the Reporting Period;
 - c. A detailed list of all projects or activities for which Recovery Act funds were expending or obligated, including:
 - i. the name of the project or activity;
 - ii. a description of the project or activity;
 - iii. an evaluation of the completion status of the project or activity; and
 - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
 - d. For any subcontracts or subgrants equal to or greater than \$25,000:
 - i. The name of the entity receiving the subaward;
 - ii. The amount of the subaward;
 - iii. The transaction type;
 - iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
 - v. Program source;
 - vi. An award title descriptive of the purpose of each funding action;
 - vii. The location of the entity receiving the subaward;
 - viii. The primary location of the subaward, including the city, state, congressional district and country; and
 - ix. A unique identifier of the entity receiving the sub-award and the parent entity of Contractor/Grantee, should the entity be owned by another.
 - x. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
 - e. For any subcontracts or subgrants of less than \$25,000 or to individuals, the information required in d may be reported in the aggregate and requires the certification of an authorized officer of Contractor/Grantee that the information contained in the report is accurate.
 - f. Any other information reasonably requested by the County or required by state or federal law or regulation.
- Standard data elements and federal instructions for use in complying with reporting requirements under Section

1512 of the Recovery Act, are pending review by the federal government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1, 2009), and are to be provided online at www.FederalReporting.gov.

SEGREGATION OF FUNDS

Contractor/Grantee agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the Recovery Act may be comingled with any other funds or used for a purpose other than that of making payments for costs specifically allowable under the Recovery Act.

Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the Recovery Act.

WAGE REQUIREMENTS

Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code

WHISTLEBLOWER PROTECTION

Contractor/Grantee agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the Recovery Act, which prohibits all non-federal Contractor/Grantees of Recovery Act funds from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

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

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

Other States: Cities, Towns, Villages, and Boroughs

No.

Cities, Towns, Villages and Boroughs in Oregon

- 1 CEDAR MILL COMMUNITY LIBRARY
- 2 CITY COUNTY INSURANCE SERVICES
- 3 CITY OF ADAIR VILLAGE
- 4 CITY OF ALBANY
- 5 CITY OF ASHLAND
- 6 CITY OF ASTORIA OREGON
- 7 CITY OF AUMSVILLE
- 8 CITY OF AURORA
- 9 CITY OF BEAVERTON
- 10 CITY OF BOARDMAN
- 11 CITY OF BURNS
- 12 CITY OF CANBY
- 13 CITY OF CANNON BEACH OR
- 14 CITY OF CANYONVILLE
- 15 CITY OF CENTRAL POINT POLICE DEPARTMENT
- 16 CITY OF CLATSKANIE
- 17 CITY OF COBURG
- 18 CITY OF CONDON
- 19 CITY OF COOS BAY
- 20 CITY OF CORVALLIS
- 21 CITY OF COTTAGE GROVE
- 22 CITY OF CRESWELL
- 23 CITY OF DALLAS
- 24 CITY OF DAMASCUS
- 25 CITY OF DUNDEE
- 26 CITY OF EAGLE POINT
- 27 CITY OF ECHO
- 28 CITY OF ESTACADA
- 29 CITY OF EUGENE
- 30 CITY OF FAIRVIEW
- 31 CITY OF FALLS CITY
- 32 CITY OF GATES
- 33 CITY OF GEARHART
- 34 CITY OF GERVAIS
- 35 CITY OF GOLD HILL
- 36 CITY OF GRANTS PASS
- 37 CITY OF GRESHAM
- 38 CITY OF HAPPY VALLEY
- 39 CITY OF HILLSBORO
- 40 CITY OF HOOD RIVER
- 41 CITY OF JOHN DAY
- 42 CITY OF KLAMATH FALLS
- 43 CITY OF LA GRANDE
- 44 CITY OF LAKE OSWEGO
- 45 CITY OF LAKESIDE
- 46 CITY OF LEBANON
- 47 CITY OF MALIN
- 48 CITY OF MCMINNVILLE
- 49 CITY OF MEDFORD
- 50 CITY OF MILL CITY
- 51 CITY OF MILLERSBURG
- 52 CITY OF MILWAUKIE
- 53 CITY OF MORO

- 54 CITY OF MOSIER
- 55 CITY OF NEWBERG
- 56 CITY OF NORTH PLAINS
- 57 CITY OF OREGON CITY
- 58 CITY OF PHOENIX
- 59 CITY OF PILOT ROCK
- 60 CITY OF PORT ORFORD
- 61 CITY OF PORTLAND
- 62 CITY OF POWERS
- 63 CITY OF REDMOND
- 64 CITY OF REEDSPORT
- 65 CITY OF RIDDLE
- 66 CITY OF SALEM
- 67 CITY OF SANDY
- 68 CITY OF SANDY
- 69 CITY OF SCAPPOOSE
- 70 CITY OF SEASIDE
- 71 CITY OF SHADY COVE
- 72 CITY OF SHERWOOD
- 73 CITY OF SPRINGFIELD
- 74 CITY OF ST. PAUL
- 75 CITY OF STAYTON
- 76 CITY OF TIGARD, OREGON
- 77 CITY OF TUALATIN, OREGON
- 78 CITY OF WARRENTON
- 79 CITY OF WEST LINN/PARKS
- 80 CITY OF WILSONVILLE
- 81 CITY OF WINSTON
- 82 CITY OF WOOD VILLAGE
- 83 CITY OF WOODBURN
- 84 CITY OF YACHATS
- 85 FLORENCE AREA CHAMBER OF COMMERCE
- 86 GASTON RURAL FIRE DEPARTMENT
- 87 GLADSTONE POLICE DEPARTMENT
- 88 HOUSING AUTHORITY OF THE CITY OF SALEM
- 89 KEIZER POLICE DEPARTMENT
- 90 LEAGUE OF OREGON CITIES
- 91 MALIN COMMUNITY PARK AND RECREATION DISTRICT
- 92 METRO
- 93 MONMOUTH - INDEPENDENCE NETWORK
- 94 PORTLAND DEVELOPMENT COMMISSION
- 95 RAINIER POLICE DEPARTMENT
- 96 RIVERGROVE WATER DISTRICT
- 97 SUNSET EMPIRE PARK AND RECREATION
- 98 THE NEWPORT PARK AND RECREATION CENTER
- 99 TILLAMOOK PEOPLES UTILITY DISTRICT
- 100 TUALATIN VALLEY FIRE & RESCUE
- 101 WEST VALLEY HOUSING AUTHORITY

No. Counties and Parishes

- 1 ASSOCIATION OF OREGON COUNTIES
- 2 BENTON COUNTY
- 3 CLACKAMAS COUNTY DEPT OF TRANSPORTATION
- 4 CLATSOP COUNTY
- 5 COLUMBIA COUNTY, OREGON
- 6 COOS COUNTY HIGHWAY DEPARTMENT
- 7 CROOK COUNTY ROAD DEPARTMENT

8 CURRY COUNTY OREGON
9 DESCHUTES COUNTY
10 DOUGLAS COUNTY
11 GILLIAM COUNTY
12 GILLIAM COUNTY OREGON
13 GRANT COUNTY, OREGON
14 HARNEY COUNTY SHERIFFS OFFICE
15 HOOD RIVER COUNTY
16 HOUSING AUTHORITY OF CLACKAMAS COUNTY
17 JACKSON COUNTY HEALTH AND HUMAN SERVICES
18 JEFFERSON COUNTY
19 KLAMATH COUNTY VETERANS SERVICE OFFICE
20 LAKE COUNTY
21 LANE COUNTY
22 LINCOLN COUNTY
23 LINN COUNTY
24 MARION COUNTY , SALEM, OREGON
25 MORROW COUNTY
26 MULTNOMAH COUNTY
27 MULTNOMAH COUNTY
28 MULTNOMAH LAW LIBRARY
29 NAMI LANE COUNTY
30 POLK COUNTY
31 SHERMAN COUNTY
32 UMATILLA COUNTY, OREGON
33 UNION COUNTY
34 WALLOWA COUNTY
35 WASCO COUNTY
36 WASHINGTON COUNTY
37 YAMHILL COUNTY
1 BOARD OF WATER SUPPLY
2 COUNTY OF HAWAII
3 MAUI COUNTY COUNCIL

No. Higher Education

1 BIRTHINGWAY COLLEGE OF MIDWIFERY
2 BLUE MOUNTAIN COMMUNITY COLLEGE
3 CENTRAL OREGON COMMUNITY COLLEGE
4 CHEMEKETA COMMUNITY COLLEGE
5 CLACKAMAS COMMUNITY COLLEGE
6 COLUMBIA GORGE COMMUNITY COLLEGE
7 GEORGE FOX UNIVERSITY
8 KLAMATH COMMUNITY COLLEGE DISTRICT
9 LANE COMMUNITY COLLEGE
10 LEWIS AND CLARK COLLEGE
11 LINFIELD COLLEGE
12 LINN-BENTON COMMUNITY COLLEGE
13 MARYLHURST UNIVERSITY
14 MT. HOOD COMMUNITY COLLEGE
15 MULTNOMAH BIBLE COLLEGE
16 NATIONAL COLLEGE OF NATURAL MEDICINE
17 NORTHWEST CHRISTIAN COLLEGE
18 OREGON HEALTH AND SCIENCE UNIVERSITY
19 OREGON UNIVERSITY SYSTEM
20 PACIFIC UNIVERSITY
21 PORTLAND COMMUNITY COLLEGE
22 PORTLAND STATE UNIV.
23 REED COLLEGE
24 ROGUE COMMUNITY COLLEGE
25 SOUTHWESTERN OREGON COMMUNITY COLLEGE
26 TILLAMOOK BAY COMMUNITY COLLEGE
27 UMPQUA COMMUNITY COLLEGE
28 WESTERN STATES CHIROPRACTIC COLLEGE
29 WILLAMETTE UNIVERSITY
1 ARGOSY UNIVERSITY
2 BRIGHAM YOUNG UNIVERSITY - HAWAII
3 COLLEGE OF THE MARSHALL ISLANDS
4 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
5 UNIVERSITY OF HAWAII AT MANOA

No. K - 12

1 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
2 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD

3 BAKER SCHOOL DISTRICT 5-J
4 BANDON SCHOOL DISTRICT
5 BANKS SCHOOL DISTRICT
6 BEAVERTON SCHOOL DISTRICT
7 BEND / LA PINE SCHOOL DISTRICT
8 BEND-LA PINE SCHOOL DISTRICT
9 BROOKING HARBOR SCHOOL DISTRICT NO.17-C
10 CANBY SCHOOL DISTRICT
11 CANYONVILLE CHRISTIAN ACADEMY
12 CASCADE SCHOOL DISTRICT
13 CASCADES ACADEMY OF CENTRAL OREGON
14 CENTENNIAL SCHOOL DISTRICT
15 CENTRAL CATHOLIC HIGH SCHOOL
16 CENTRAL POINT SCHOOL DISTRICT NO. 6
17 CENTRAL SCHOOL DISTRICT 13J
18 CLACKAMAS EDUCATION SERVICE DISTRICT
19 COOS BAY SCHOOL DISTRICT
20 COOS BAY SCHOOL DISTRICT NO.9
21 COQUILLE SCHOOL DISTRICT 8
22 COUNTY OF YAMHILL SCHOOL DISTRICT 29
23 CRESWELL SCHOOL DISTRICT
24 CROSSROADS CHRISTIAN SCHOOL
25 CULVER SCHOOL DISTRICT NO.
26 DALLAS SCHOOL DISTRICT NO. 2
27 DAVID DOUGLAS SCHOOL DISTRICT
28 DAYTON SCHOOL DISTRICT NO.8
29 DE LA SALLE N CATHOLIC HS
30 DESCHUTES COUNTY SD NO.6 - SISTERS SD
31 DOUGLAS COUNTY SCHOOL DISTRICT 116
32 DOUGLAS EDUCATION SERVICE DISTRICT
33 DUFUR SCHOOL DISTRICT NO.29
34 ELKTON SCHOOL DISTRICT NO.34
35 ESTACADA SCHOOL DISTRICT NO.108
36 FOREST GROVE SCHOOL DISTRICT
37 GASTON SCHOOL DISTRICT 511J
38 GEN CONF OF SDA CHURCH WESTERN OR
39 GLADSTONE SCHOOL DISTRICT
40 GLENDALE SCHOOL DISTRICT
41 GLIDE SCHOOL DISTRICT NO.12
42 GRANTS PASS SCHOOL DISTRICT 7
43 GREATER ALBANY PUBLIC SCHOOL DISTRICT
44 GRESHAM-BARLOW SCHOOL DISTRICT
45 HARNEY COUNTY SCHOOL DIST. NO.3
46 HARNEY EDUCATION SERVICE DISTRICT
47 HEAD START OF LANE COUNTY
48 HERITAGE CHRISTIAN SCHOOL
49 HIGH DESERT EDUCATION SERVICE DISTRICT
50 HOOD RIVER COUNTY SCHOOL DISTRICT
51 JACKSON CO SCHOOL DIST NO.9
52 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
53 JEFFERSON SCHOOL DISTRICT
54 KLAMATH FALLS CITY SCHOOLS
55 LA GRANDE SCHOOL DISTRICT
56 LAKE OSWEGO SCHOOL DISTRICT 7J
57 LANE COUNTY SCHOOL DISTRICT 4J
58 LANE COUNTY SCHOOL DISTRICT 69
59 LEBANON COMMUNITY SCHOOLS NO.9
60 LINCOLN COUNTY SCHOOL DISTRICT
61 LINN CO. SCHOOL DIST. 95C - SCIO SD
62 LOST RIVER JR/SR HIGH SCHOOL
63 LOWELL SCHOOL DISTRICT NO.71
64 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
65 MCMINNVILLE SCHOOL DISTRICT NO.40
66 MEDFORD SCHOOL DISTRICT 549C
67 MITCH CHARTER SCHOOL
68 MOLALLA RIVER ACADEMY
69 MOLALLA RIVER SCHOOL DISTRICT NO.35
70 MONROE SCHOOL DISTRICT NO.1J
71 MORROW COUNTY SCHOOL DISTRICT
72 MT. ANGEL SCHOOL DISTRICT NO.91
73 MT.SCOTT LEARNING CENTERS
74 MULTISENSORY LEARNING ACADEMY

75	MULTNOMAH EDUCATION SERVICE DISTRICT	16	BONNEVILLE ENVIRONMENTAL FOUNDATION
76	MYRTLE POINT SCHOOL DISTRICT NO.41	17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
77	NEAH-KAH-NIE DISTRICT NO.56	18	BROAD BASE PROGRAMS INC.
78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	19	CANBY FOURSQUARE CHURCH
79	NOBEL LEARNING COMMUNITIES	20	CANCER CARE RESOURCES
80	NORTH BEND SCHOOL DISTRICT 13	21	CASCADIA BEHAVIORAL HEALTHCARE
81	NORTH CLACKAMAS SCHOOL DISTRICT	22	CASCADIA REGION GREEN BUILDING COUNCIL
82	NORTH SANTIAM SCHOOL DISTRICT 29J	23	CATHOLIC CHARITIES
83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	24	CATHOLIC COMMUNITY SERVICES
84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	25	CENTER FOR RESEARCH TO PRACTICE
85	NYSSA SCHOOL DISTRICT NO. 26	26	CENTRAL BIBLE CHURCH
86	ONTARIO MIDDLE SCHOOL	27	CENTRAL CITY CONCERN
87	OREGON TRAIL SCHOOL DISTRICT NO.46	28	CENTRAL DOUGLAS COUNTY FAMILY YMCA
88	OUR LADY OF THE LAKE SCHOOL	29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
89	PHILOMATH SCHOOL DISTRICT	30	CHILDEAPEACE MONTESSORI
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4	31	CITY BIBLE CHURCH
91	PORTLAND ADVENTIST ACADEMY	32	CLACKAMAS RIVER WATER
92	PORTLAND JEWISH ACADEMY	33	CLASSROOM LAW PROJECT
93	PORTLAND PUBLIC SCHOOLS	34	COAST REHABILITATION SERVICES
94	RAINIER SCHOOL DISTRICT	35	COLLEGE HOUSING NORTHWEST
95	REDMOND SCHOOL DISTRICT	36	COLUMBIA COMMUNITY MENTAL HEALTH
96	REEDSPORT SCHOOL DISTRICT	37	COMMUNITY ACTION ORGANIZATION
97	REYNOLDS SCHOOL DISTRICT	38	COMMUNITY ACTION TEAM, INC.
98	ROGUE RIVER SCHOOL DISTRICT NO.35	39	COMMUNITY CANCER CENTER
99	ROSEBURG PUBLIC SCHOOLS	40	COMMUNITY HEALTH CENTER, INC
100	SALEM-KEIZER PUBLIC SCHOOLS	41	COMMUNITY VETERINARY CENTER
101	SCAPPOOSE SCHOOL DISTRICT 1J	42	CONFEDERATED TRIBES OF GRAND RONDE
102	SEASIDE SCHOOL DISTRICT 10	43	CONSERVATION BIOLOGY INSTITUTE
103	SEVEN PEAKS SCHOOL	44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
104	SHERWOOD SCHOOL DISTRICT 88J	45	CORVALLIS MOUNTAIN RESCUE UNIT
105	SILVER FALLS SCHOOL DISTRICT	46	COVENANT CHRISTIAN HOOD RIVER
106	SIUSLAW SCHOOL DISTRICT	47	COVENANT RETIREMENT COMMUNITIES
107	SOUTH COAST EDUCATION SERVICE DISTRICT	48	DECISION SCIENCE RESEARCH INSTITUTE, INC.
108	SOUTH LANE SCHOOL DISTRICT 45J3	49	DELIGHT VALLEY CHURCH OF CHRIST
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	50	DOGS FOR THE DEAF, INC.
110	SOUTHWEST CHARTER SCHOOL	51	DOUGLAS ELECTRIC COOPERATIVE, INC.
111	SPRINGFIELD SCHOOL DISTRICT NO.19	52	EAST HILL CHURCH
112	STANFIELD SCHOOL DISTRICT	53	EAST SIDE FOURSQUARE CHURCH
113	SWEET HOME SCHOOL DISTRICT NO.55	54	EAST WEST MINISTRIES INTERNATIONAL
114	THE CATLIN GABEL SCHOOL	55	EDUCATIONAL POLICY IMPROVEMENT CENTER
115	TIGARD-TUALATIN SCHOOL DISTRICT	56	ELMIRA CHURCH OF CHRIST
116	UMATILLA-MORROW ESD	57	EMERALD PUD
117	VERNONIA SCHOOL DISTRICT 47J	58	EMMAUS CHRISTIAN SCHOOL
118	WEST HILLS COMMUNITY CHURCH	59	EN AVANT, INC.
119	WEST LINN WILSONVILLE SCHOOL DISTRICT	60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
120	WHITEAKER MONTESSORI SCHOOL	61	EUGENE BALLET COMPANY
121	YONCALLA SCHOOL DISTRICT NO.32	62	EUGENE SYMPHONY ASSOCIATION, INC.
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	63	EUGENE WATER & ELECTRIC BOARD
2	EMMANUEL LUTHERAN SCHOOL	64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
3	HANAHAU'OLI SCHOOL	65	FAIR SHARE RESEARCH AND EDUCATION FUND
4	HAWAII TECHNOLOGY ACADEMY	66	FAITH CENTER
5	ISLAND SCHOOL	67	FAITHFUL SAVIOR MINISTRIES
6	KAMEHAMEHA SCHOOLS	68	FAMILIES FIRST OF GRANT COUNTY, INC.
7	KE KULA O S. M. KAMAKAU	69	FANCONI ANEMIA RESEARCH FUND INC.
8	MARYKNOLL SCHOOL	70	FARMWORKER HOUSING DEV CORP
9	PACIFIC BUDDHIST ACADEMY	71	FIRST CHURCH OF THE NAZARENE
No.	Nonprofit & Other	72	FIRST UNITARIAN CHURCH
1	211INFO	73	FORD FAMILY FOUNDATION
2	ACUMENTRA HEALTH	74	FOUNDATIONS FOR A BETTER OREGON
3	ADDICTIONS RECOVERY CENTER, INC	75	FRIENDS OF THE CHILDREN
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	76	GATEWAY TO COLLEGE NATIONAL NETWORK
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	77	GOAL ONE COALITION
6	ALZHEIMERS NETWORK OF OREGON	78	GOLD BEACH POLICE DEPARTMENT
7	ASHLAND COMMUNITY HOSPITAL	79	GOOD SHEPHERD COMMUNITIES
8	ATHENA LIBRARY FRIENDS ASSOCIATION	80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
9	BARLOW YOUTH FOOTBALL	81	GRANT PARK CHURCH
10	BAY AREA FIRST STEP, INC.	82	GRANTS PASS MANAGEMENT SERVICES, DBA
11	BENTON HOSPICE SERVICE	83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
12	BETHEL CHURCH OF GOD	84	HALFWAY HOUSE SERVICES, INC.
13	BIRCH COMMUNITY SERVICES, INC.	85	HEARING AND SPEECH INSTITUTE INC
14	BLACHLY LANE ELECTRIC COOPERATIVE	86	HELP NOW! ADVOCACY CENTER
15	BLIND ENTERPRISES OF OREGON	87	HIGHLAND HAVEN

88	HIGHLAND UNITED CHURCH OF CHRIST	160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
89	HIV ALLIANCE, INC	161	PORT CITY DEVELOPMENT CENTER
90	HOUSING AUTHORITY OF LINCOLN COUNTY	162	PORTLAND ART MUSEUM
91	HOUSING AUTHORITY OF PORTLAND	163	PORTLAND BUSINESS ALLIANCE
92	HOUSING NORTHWEST	164	PORTLAND HABILITATION CENTER, INC.
93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	165	PORTLAND SCHOOLS FOUNDATION
94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	166	PORTLAND WOMENS CRISIS LINE
95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	167	PREGNANCY RESOUCCE CENTERS OF GRETER PORTLAND
96	IRCO	168	PRINGLE CREEK SUSTAINABLE LIVING CENTER
97	JASPER MOUNTAIN	169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
98	JUNIOR ACHIEVEMENT	170	QUADRIPLLEGICS UNITED AGAINST DEPENDENCY, INC.
99	KLAMATH HOUSING AUTHORITY	171	REBUILDING TOGETHER - PORTLAND INC.
100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	172	REGIONAL ARTS AND CULTURE COUNCIL
101	LA GRANDE UNITED METHODIST CHURCH	173	RELEVANT LIFE CHURCH
102	LANE ELECTRIC COOPERATIVE	174	RENEWABLE NORTHWEST PROJECT
103	LANE MEMORIAL BLOOD BANK	175	ROGUE FEDERAL CREDIT UNION
104	LANECO FEDERAL CREDIT UNION	176	ROSE VILLA, INC.
105	LAUREL HILL CENTER	177	SACRED HEART CATHOLIC DAUGHTERS
106	LIFEWORKS NW	178	SAIF CORPORATION
107	LIVING WAY FELLOWSHIP	179	SAINT ANDREW NATIVITY SCHOOL
108	LOAVES & FISHES CENTERS, INC.	180	SAINT CATHERINE OF SIENA CHURCH
109	LOCAL GOVERNMENT PERSONNEL INSTITUTE	181	SAINT JAMES CATHOLIC CHURCH
110	LOOKING GLASS YOUTH AND FAMILY SERVICES	182	SALEM ALLIANCE CHURCH
111	MACDONALD CENTER	183	SALEM ELECTRIC
112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	184	SALMON-SAFE INC.
113	METRO HOME SAFETY REPAIR PROGRAM	185	SCIENCEWORKS
114	METROPOLITAN FAMILY SERVICE	186	SE WORKS
115	MID COLUMBIA COUNCIL OF GOVERNMENTS	187	SECURITY FIRST CHILD DEVELOPMENT CENTER
116	MID-COLUMBIA CENTER FOR LIVING	188	SELF ENHANCEMENT INC.
117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	189	SERENITY LANE
118	MORNING STAR MISSIONARY BAPTIST CHURCH	190	SEXUAL ASSAULT RESOURCE CENTER
119	MORRISON CHILD AND FAMILY SERVICES	191	SEXUAL ASSAULT RESOURCE CENTER
120	MOSAIC CHURCH	192	SHELTERCARE
121	NATIONAL PSORIASIS FOUNDATION	193	SHERIDAN JAPANESE SCHOOL FOUNDATION
122	NATIONAL WILD TURKEY FEDERATION	194	SHERMAN DEVELOPMENT LEAGUE, INC.
123	NEW AVENUES FOR YOUTH INC	195	SILVERTON AREA COMMUNITY AID
124	NEW BEGINNINGS CHRISTIAN CENTER	196	SISKIYOU INITIATIVE
125	NEW HOPE COMMUNITY CHURCH	197	SMART
126	NEWBERG FRIENDS CHURCH	198	SOCIAL VENTURE PARTNERS PORTLAND
127	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	199	SOUTH COAST HOSPICE, INC.
128	NORTHWEST FOOD PROCESSORS ASSOCIATION	200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY	202	SOUTHERN OREGON HUMANE SOCIETY
131	NORTHWEST YOUTH CORPS	203	SPARC ENTERPRISES
132	OCHIN	204	SPIRIT WIRELESS
133	OHSU FOUNDATION	205	SPONSORS, INC.
134	OLIVET BAPTIST CHURCH	206	SPOTLIGHT THEATRE OF PLEASANT HILL
135	OMNIMEDIX INSTITUTE	207	SPRINGFIELD UTILITY BOARD
136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	208	ST VINCENT DE PAUL
137	OREGON BALLET THEATRE	209	ST. ANTHONY CHURCH
138	OREGON CITY CHURCH OF THE NAZARENE	210	ST. ANTHONY SCHOOL
139	OREGON COAST COMMUNITY ACTION	211	ST. MARYS OF MEDFORD, INC.
140	OREGON DEATH WITH DIGNITY	212	ST. VINCENT DEPAUL OF LANE COUNTY
141	OREGON DONOR PROGRAM	213	STAND FOR CHILDREN
142	OREGON EDUCATION ASSOCIATION	214	STAR OF HOPE ACTIVITY CENTER INC.
143	OREGON ENVIRONMENTAL COUNCIL	215	SUMMIT VIEW COVENANT CHURCH
144	OREGON MUSUEM OF SCIENCE AND INDUSTRY	216	SUNNYSIDE FOURSQUARE CHURCH
145	OREGON PROGRESS FORUM	217	SUNRISE ENTERPRISES
146	OREGON REPERTORY SINGERS	218	SUSTAINABLE NORTHWEST
147	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	219	TENAS ILLAHEE CHILDCARE CENTER
148	OREGON SUPPORTED LIVING PROGRAM	220	THE EARLY EDUCATION PROGRAM, INC.
149	OSLC COMMUNITY PROGRAMS	221	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
150	OUTSIDE IN	222	THE NEXT DOOR
151	OUTSIDE IN	223	THE OREGON COMMUNITY FOUNDATION
152	PACIFIC CASCADE FEDERAL CREDIT UNION	224	THE SALVATION ARMY - CASCADE DIVISION
153	PACIFIC FISHERY MANAGEMENT COUNCIL	225	TILLAMOOK CNTY WOMENS CRISIS CENTER
154	PACIFIC INSTITUTES FOR RESEARCH	226	TILLAMOOK ESTUARIES PARTNERSHIP
155	PACIFIC STATES MARINE FISHERIES COMMISSION	227	TOUCHSTONE PARENT ORGANIZATION
156	PARALYZED VETERANS OF AMERICA	228	TRAILS CLUB
157	PARTNERSHIPS IN COMMUNITY LIVING, INC.	229	TRAINING EMPLOYMENT CONSORTIUM
158	PENDLETON ACADEMIES	230	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
159	PENTAGON FEDERAL CREDIT UNION		

231 TRILLIUM FAMILY SERVICES, INC.
 232 UMPQUA COMMUNITY DEVELOPMENT CORPORATION
 233 UNION GOSPEL MISSION
 234 UNITED CEREBRAL PALSY OF OR AND SW WA
 235 UNITED WAY OF THE COLUMBIA WILLAMETTE
 236 US CONFERENCE OF MENONNITE BRETHREN CHURCHES
 237 US FISH AND WILDLIFE SERVICE
 238 USAGENCIES CREDIT UNION
 239 VERMONT HILLS FAMILY LIFE CENTER
 240 VIRGINIA GARCIA MEMORIAL HEALTH CENTER
 241 VOLUNTEERS OF AMERICA OREGON
 242 WE CARE OREGON
 243 WESTERN RIVERS CONSERVANCY
 244 WESTERN STATES CENTER
 245 WESTSIDE BAPTIST CHURCH
 246 WILD SALMON CENTER
 247 WILLAMETTE FAMILY
 248 WILLAMETTE VIEW INC.
 249 WOODBURN AREA CHAMBER OF COMMERCE
 250 WORD OF LIFE COMMUNITY CHURCH
 251 WORKSYSTEMS INC
 252 YOUTH GUIDANCE ASSOC.
 253 YWCA SALEM
 1 ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
 2 ALOHACARE
 3 AMERICAN LUNG ASSOCIATION
 4 BISHOP MUSEUM
 5 BUILDING INDUSTRY ASSOCIATION OF HAWAII
 6 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
 7 EAH, INC.
 8 EASTER SEALS HAWAII
 9 GOODWILL INDUSTRIES OF HAWAII, INC.
 10 HABITAT FOR HUMANITY MAUI
 11 HALE MAHAOLU
 12 HAROLD K.L. CASTLE FOUNDATION
 13 HAWAII AGRICULTURE RESEARCH CENTER
 14 HAWAII EMPLOYERS COUNCIL
 15 HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
 16 HONOLULU HABITAT FOR HUMANITY
 17 IUPAT, DISTRICT COUNCIL 50
 18 LANAKILA REHABILITATION CENTER INC.
 19 LEEWARD HABITAT FOR HUMANITY
 20 MAUI COUNTY FCU
 21 MAUI ECONOMIC DEVELOPMENT BOARD
 22 MAUI ECONOMIC OPPORTUNITY, INC.
 23 MAUI FAMILY YMCA
 24 NA HALE O MAUI
 25 NA LEI ALOHA FOUNDATION
 26 NETWORK ENTERPRISES, INC.
 27 ORI ANUENUE HALE, INC.
 28 PARTNERS IN DEVELOPMENT FOUNDATION
 29 POLYNESIAN CULTURAL CENTER
 30 PUNAHOU SCHOOL
 31 ST. THERESA CHURCH
 32 WAIANAE COMMUNITY OUTREACH
 33 WAILUKU FEDERAL CREDIT UNION
 34 YMCA OF HONOLULU

No. Special/Independent Districts

1 BAY AREA HOSPITAL DISTRICT
 2 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 3 CENTRAL OREGON IRRIGATION DISTRICT
 4 CHEHALEM PARK AND RECREATION DISTRICT
 5 CITY COUNTY INSURANCE SERVICES
 6 CLEAN WATER SERVICES
 7 COLUMBIA 911 COMMUNICATIONS DISTRICT
 8 COLUMBIA RIVER PUD

9 DESCHUTES COUNTY RFPD NO.2
 10 DESCHUTES PUBLIC LIBRARY SYSTEM
 11 EAST MULTNOMAH SOIL AND WATER CONSERVANCY
 12 GASTON RURAL FIRE DEPARTMENT
 13 GLADSTONE POLICE DEPARTMENT
 14 GLENDALE RURAL FIRE DISTRICT
 15 HOODLAND FIRE DISTRICT NO.74
 16 HOODLAND FIRE DISTRICT #74
 17 HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
 18 KLAMATH COUNTY 9-1-1
 19 LANE EDUCATION SERVICE DISTRICT
 20 LANE TRANSIT DISTRICT
 21 MALIN COMMUNITY PARK AND RECREATION DISTRICT
 22 MARION COUNTY FIRE DISTRICT #1
 23 METRO
 24 METROPOLITAN EXPOSITION-RECREATION COMMISSION
 25 MONMOUTH - INDEPENDENCE NETWORK
 26 MULTONAH COUNTY DRAINAGE DISTRICT #1
 27 NEAH KAH NIE WATER DISTRICT
 28 NW POWER POOL
 29 OAK LODGE WATER DISTRICT
 30 OR INT'L PORT OF COOS BAY
 31 PORT OF ST HELENS
 32 PORT OF UMPQUA
 33 REGIONAL AUTOMATED INFORMATION NETWORK
 34 RIVERGROVE WATER DISTRICT
 35 SALEM AREA MASS TRANSIT DISTRICT
 36 SANDY FIRE DISTRICT NO. 72
 37 SUNSET EMPIRE PARK AND RECREATION
 38 THE NEWPORT PARK AND RECREATION CENTER
 39 THE PORT OF PORTLAND
 40 TILLAMOOK PEOPLES UTILITY DISTRICT
 41 TUALATIN HILLS PARK AND RECREATION DISTRICT
 42 TUALATIN VALLEY FIRE & RESCUE
 43 TUALATIN VALLEY WATER DISTRICT
 44 UNION SOIL & WATER CONSERVATION DISTRICT
 45 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
 46 WEST VALLEY HOUSING AUTHORITY
 47 WILLAMALANE PARK AND RECREATION DISTRICT
 48 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

No. State Agencies

1 BOARD OF MEDICAL EXAMINERS
 2 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 3 OFFICE OF THE STATE TREASURER
 4 OREGON BOARD OF ARCHITECTS
 5 OREGON CHILD DEVELOPMENT COALITION
 6 OREGON DEPARTMENT OF EDUCATION
 7 OREGON DEPARTMENT OF FORESTRY
 8 OREGON DEPT OF TRANSPORTATION
 9 OREGON DEPT. OF EDUCATION
 10 OREGON LOTTERY
 11 OREGON OFFICE OF ENERGY
 12 OREGON STATE BOARD OF NURSING
 13 OREGON STATE POLICE
 14 OREGON TOURISM COMMISSION
 15 OREGON TRAVEL INFORMATION COUNCIL
 16 SANTIAM CANYON COMMUNICATION CENTER
 17 SEIU LOCAL 503, OPEU
 1 ADMIN. SERVICES OFFICE
 2 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 3 HAWAII HEALTH SYSTEMS CORPORATION
 4 SOH- JUDICIARY CONTRACTS AND PURCH
 5 STATE DEPARTMENT OF DEFENSE
 6 STATE OF HAWAII
 7 STATE OF HAWAII
 8 STATE OF HAWAII, DEPT. OF EDUCATION