

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	Troxell Communications, Inc.
Address	1527 W State Hwy 114 #500-295
City/State/Zip	Grapevine, TX 76051
Telephone No.	817-358-8701
Fax No.	817-358-8705
Email address	loretta.padilla@trox.com
Printed name	Michael Fabio
Position with company	VP of Finance
Authorized signature	

Tab 1 – Master Agreement

General Terms and Conditions

◆ Customer Support

- The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

◆ Assignment of Contract

- No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

◆ Disclosures

- Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

◆ Funding Out Clause

- Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
- Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

◆ Shipments (if applicable)

- The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

◆ Tax Exempt Status

- Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor.

◆ Pricing

- All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded 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 participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten

(10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the

demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration

- The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

- ◆ Contract Term

- The contract term will be for three (3) years starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms.

- ◆ Contract Waiver

- Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

- ◆ Products and Services additions

- Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.

- ◆ Competitive Range

- It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

- ◆ Deviations and Exceptions

- Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

- ◆ Estimated Quantities

- The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$75 - \$100 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation

- Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

◆ Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

◆ NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

◆ Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

◆ Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Customer Service



Competitive Solicitation by
Region 14 Education Service Center
For

Technology Solutions

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 11-15

NCPA

National Cooperative Purchasing Alliance

Request for Proposal (RFP) for Technology Solutions

Solicitation Number: 11-15

Publication Date: Thursday, July 30th, 2015

Notice to Respondent:

Submittal Deadline: Thursday, September 10, 2015, 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, September 3, 2015. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Technology Solutions for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Technology Solutions, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

**Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601**

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agency" or collectively "Public Agencies") is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Technology Solutions.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor's products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein "NCPA") assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

◆ Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Required Proposal Format

- Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

◆ Binder Tabs

- Tab 1 – Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

◆ Shipping Label

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From:

Company:

Address:

City, State, Zip:

Solicitation Name and Number:

Due Date and Time:

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of October 1, 2015, by and between National Cooperative Purchasing Alliance ("NCPA") and Troxell Communications, Inc. ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated October 1, 2015, referenced as Contract Number 01-48, 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 Technology Solutions;

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**

- 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:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

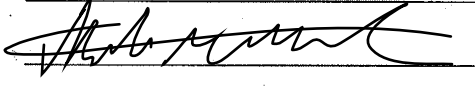
<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- 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.

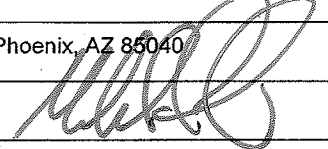
◆ General Provisions

- 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: October 1, 2015

Vendor:

Troxell Communications, Inc.
Name: Michael Fabio
Title: VP of Finance
Address: 4675 E Cotton Ctr Blvd Ste 155
Phoenix, AZ 85040
Signature: 
Date: 9/2/15

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)

*note, additional freight charges apply to Alaska and Hawaii

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

N/A

☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

☐

◆ **Residency**

- Responding Company's principal place of business is in the city of Phoenix,
State of AZ

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

☐ A publicly 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: Terra Bremer, Reports; Rosemary Fierro; Accounting

Title: Bid Coordinator; Accounting Supervisor

Company: Troxell Communications, Inc.

Address: 4675 E Cotton Ctr Blvd Ste 155

City: Phoenix

State: AZ

Zip: 85040

Phone: 800-352-7912

Email: terra.bremer@trox.com;
rosemary.fierro@trox.com

▪ Purchase Orders

Contact Person: Loretta Padilla
Title: Account Executive
Company: Troxell Communications, Inc.
Address: 1527 W State Hwy 114 #500-295
City: Grapevine State: TX Zip: 76051
Phone: 817-358-8701 Email: loretta.padilla@trox.com

▪ Sales and Marketing

Contact Person: Loretta Padilla
Title: Account Executive
Company: Troxell Communications, Inc.
Address: 1527 W State Hwy 114 #500-295
City: Grapevine State: TX Zip: 76051
Phone: 817-358-8701 Email: loretta.padilla@trox.com

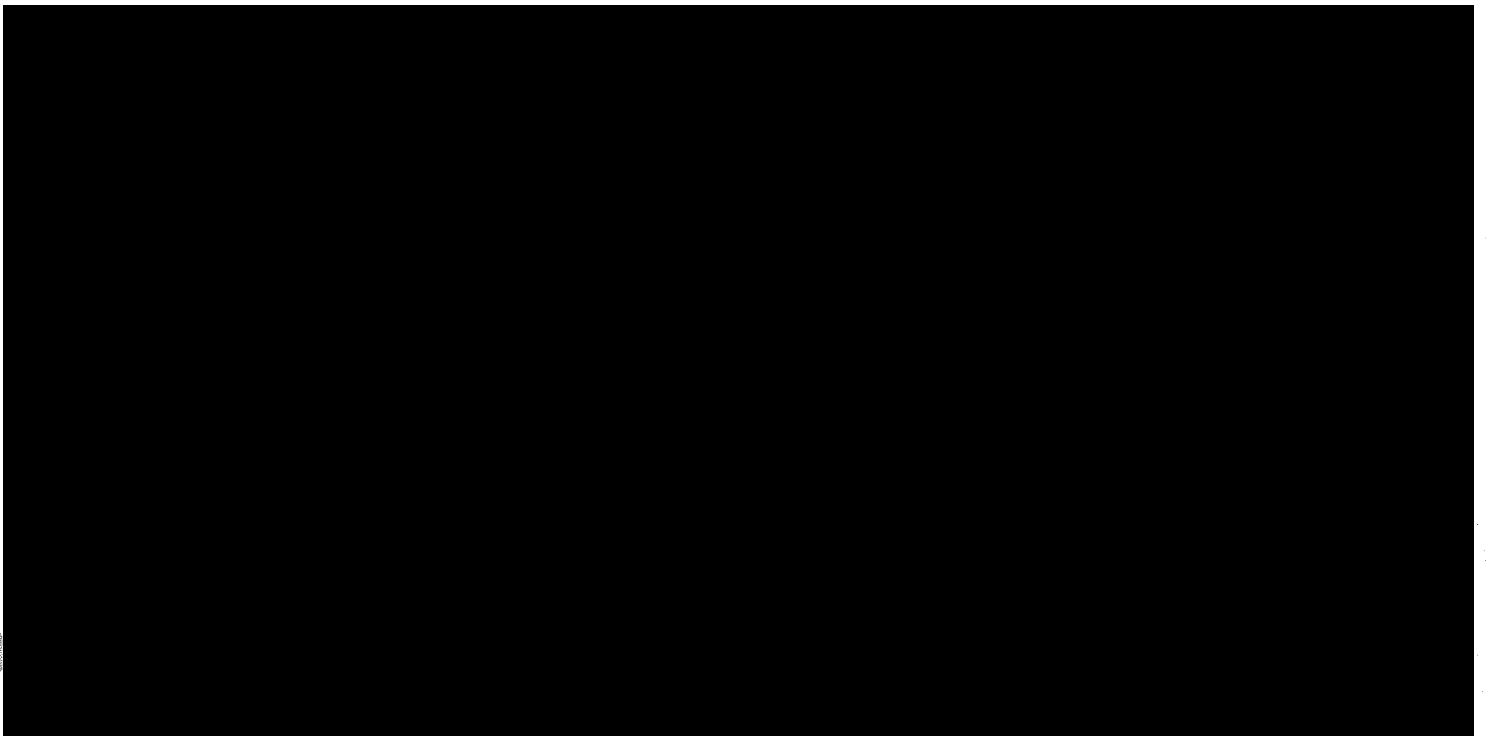
◆ Pricing Information

- 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





Tab 4 Company Profile

1. Troxell Communications, Inc.

2. Please see attached Troxell Communications in the AV Industry

3. 07-355-3331

4. Please see attached organization chart

5. Troxell Communications, Inc. Corporate Office

4675 E Cotton Ctr Blvd Ste 155

Phoenix, AZ 85040

a. Troxell Communications, Inc. has multiple Sales Offices nationwide, please see Phone List

b. Key Contacts for NCPA Contract

Loretta Padilla, Account Executive NCPA Main Contact

1527 W State Hwy 114 #500-295

Grapevine, TX 76051

loretta.padilla@trox.com

817-358-8701 Office/Cell

817-358-8705 Fax

Mark Barber, Sr. VP of Sales

mark.barber@trox.com

800-352-7912 Office

800-752-1299 Fax

Troxell Communications, Inc Customer Service 800-352-7912 option 1

6. Troxell Communications, Inc. standard terms of payment are Net 30 Days

7.

CDWG

Data Projections

B & H Photo

CCS Presentations

AFP Industries

Classroom Technology Solutions, Inc.

Pro Computing

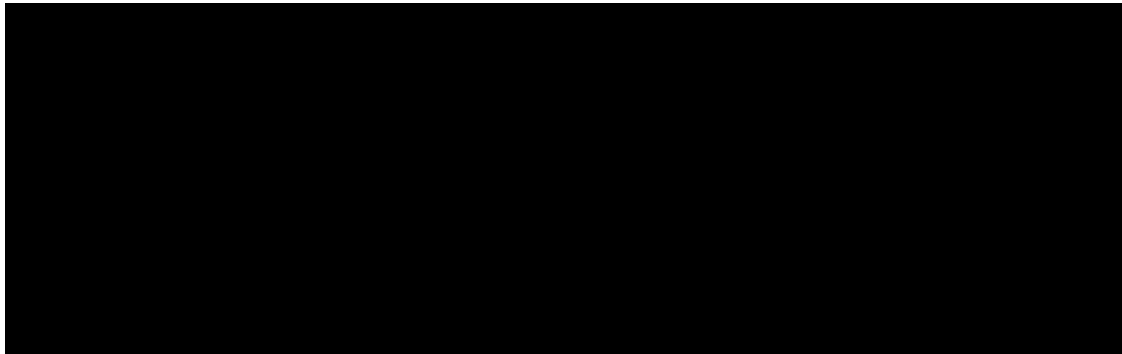
Industrial A/V

Ford A/V

Audio Visual Solutions

All Pro Sound

TASC A/V



9. Troxell Communications, Inc. is different from its' competitors by having actual, knowledgeable, experienced "feet on the street", door to door classroom service with on-site inspection team and on-site support. Also please see attached Troxell Communications in the AV Industry

10. Please see attached Marketing Plan

11. Troxell Communications has held Cooperative contracts (Texas and Nationwide) for several years & offers internal training with existing national sales teams and ongoing training with new members of our sales team.

12. Please see attached Website Advantages

13. Troxell Communications, Inc. Customer Service Department is available from 7am to 5pm Monday through Friday via phone and fax. Customer Service email is available on-line 24/7 and will be responded to typically within 24hrs of the request. Order status, Invoice copy requests, technical support is also available online.

Local Account Executive and Region Managers Phone List is attached under Tab 10 with contact information for each state/area.

14. Please see attached Green Information for Troxell Communications, Inc.

15. Please see attached Certifications, includes Texas Sales & Use Tax Permit (other states can be provided upon specific request), Dealer Letters will be supplied upon specific request.



Troxell in the AV Industry and Company Information

Troxell Communications, Inc. Headquarters located at 4675 E Cotton Ctr Blvd Ste 155 Phoenix, AZ 85040

FEIN 86-0716114

D&B # 07-355-3331

Troxell Communications, Inc. is a Delaware Corporation date 9/22/1992 and has been in business for over 30 years. Troxell Communications is the largest privately held distributor of Audio-Visual (AV) equipment to the education market in the U.S. Troxell fills customer needs by providing services associated with distributors, dealers, resellers and system integrators. The Company provides a comprehensive offering of over 100,000 stock-keeping units (SKUs) encompassing all types of AV equipment which is uniquely maintained by hundreds of leading manufacturers. Troxell's value proposition is to be the lowest cost distributor while offering innovative solutions and the highest quality service. The Company's market leadership position and reputation have earned Troxell numerous awards and accolades from its customers and vendors.

Troxell maintains a highly diversified customer base of almost 30,000 accounts, all supported by 130 dedicated employees. The Company supplies its products principally to the public education market ranging from pre-schools to colleges and universities.

Troxell is known for its innovative and proprietary sales programs and for creating an unparalleled management information system that simplifies the customer's purchase process by providing a more accurate and positive customer experience. In addition, the Company's website is best of class in its niche and allows customers to easily search for products, quickly generate quotes, and track orders. Troxell is a national dealer with more than 70 sales territories and branch offices.

Troxell has proven very effective at using internal expertise to integrate a highly sophisticated computer system into an Internet format that allows customers, vendors and staff member's direct access to information concerning their orders, account status, and all related transactional information via www.trox.com.

Troxell has a track record of profitability for over 30 consecutive years. Through multiple economic cycles, the Company's operating efficiency, services and support combined with a lack of bureaucracy in Troxell's corporate culture have allowed the Company to offer extremely competitive prices while growing the business and giving quality returns on investment.

Services & Support

Troxell provides services and support associated with distributors, dealers, resellers and system integrators.

- Design: Product/system recommendations and specifications
- Installation/Integration: Nationwide professional installer network, corporate-based systems programmers
- Customer Service: In-house customer service center and repair shop
- Technology: Unique web-based customer service program, on-line order tracking, transaction history & account status

History Timeline

The company has become the largest privately held distributor of Audio-Visual equipment serving the education marketplace with over \$140 million in revenue and 130 employees.

Troxell Communications, Inc. is headquartered in Phoenix, AZ and incorporated in the State of Delaware.

- 1983 – Troxell Communications was established from buyout of Phoenix & San Diego operations
- 1985 – Moved into new corporate headquarters
- 1987 – Began opening offices throughout the Western U.S.
- 1995 – Began opening offices throughout the Eastern U.S.
- 2001 – Troxell reports revenues in excess of \$100 million
- 2004 – Troxell and Hitachi partner on a unique school scholarship program designed and managed by Troxell
- 2006 – Troxell acquires AGS, a small California competitor
- 2006 – Technology showroom completed for marketing classroom solution program
- 2008 – Troxell Communications acquired by AEA Investors & TXL Holding Corporation as parent company is formed
- 2012 – Charlotte Crochet, named Sr. VP of Operations
- 2013 – Michael Ruprich is named CEO

Troxell Corporate Organization Chart

Mike Ruprich
President/CEO

Michael Fabio
VP of Finance

Leslie Saenz
Finance
Administrator

Rosemary Fierro
Controller

Rochelle Wells
Acct. Admin

Vanessa Bighorse
Acct. Payable

Jasmin Lazcano
Accts. Payable

Eryca Nunn
Collections

Nicole Frommel
Collections

Andrea Levario
Accounting Clerk

Lupe Ramirez
AR / Receptionist

Bob Arment
Supplier Logistics
Specialist

Kristen Podrybau
Customer Svc Lead

Michael Vallio
Customer Svc Rep

Matt Lunsford
Customer Svc Rep

Amy Zuayaremi
Customer Svc Rep

Renee Payton
Customer Svc Rep

Sandra Sanchez
Order Processing
Manager

Rita Bermudez
Order Entry

Craig Schramm
VP of Bus.
Systems

Julie Gagnon
Sr. Web Developer

Chase Hoy
Systems Admin

Al DiPilato
IT Technician

Peggy Villa
Director of
Purchasing

Irene Cuevas
Purchasing Asst.

Michelle Smith
E Commerce PDA

Anne Schindler
PDA

Susie Padilla
PDA

Chelsea Andrews
PDA

Dorri Carpenter
HR Manager

Tina Hute
Payroll & Ben.
Admin.

Karen Culver
Director of
Marketing

Jeff Loserth
Art Director

Josh Hunter
Graphic Designer

Angie Davis
Events Coordinator

Will Richards
Graphic Designer

Irving Lopez
Director of Inside
Sales

Chanel Ramirez
Inside Sales
Support Lead

Kylie Cantu
Inside Sales
Support

Tim Balduza
Inside Sales
Support

Veronica Orola
Inside Sales
Support

Liz Ruiz
Inside Sales
Support

Ryan Anderson
Outbound Sales
Specialist

Joseph Tencza
Outbound Sales
Specialist

Curtis Sanders
Outbound Sales
Specialist

Manny Gonzalez
Warehouseman

Nacho Pina
Warehouseman

Freddie Morales
Outbound Sales
Specialist

Mark Barber
Sr. VP of Sales

Flynn Kelly
Installation Mgr.

Rich Sifuentes
Project Manager

Calena O'Meara
Installation
Coordinator

Dave Vessels
Lead Installation
Tech

Wyatt Hansgaard
Installation Tech

Tim Bosgieter
Installation Tech

Leamon Wilemon
Installation Tech

Open
Sales Operations
Coordinator

Mark Duff
Corporate Trainer

Paul Champion
Bids Manager

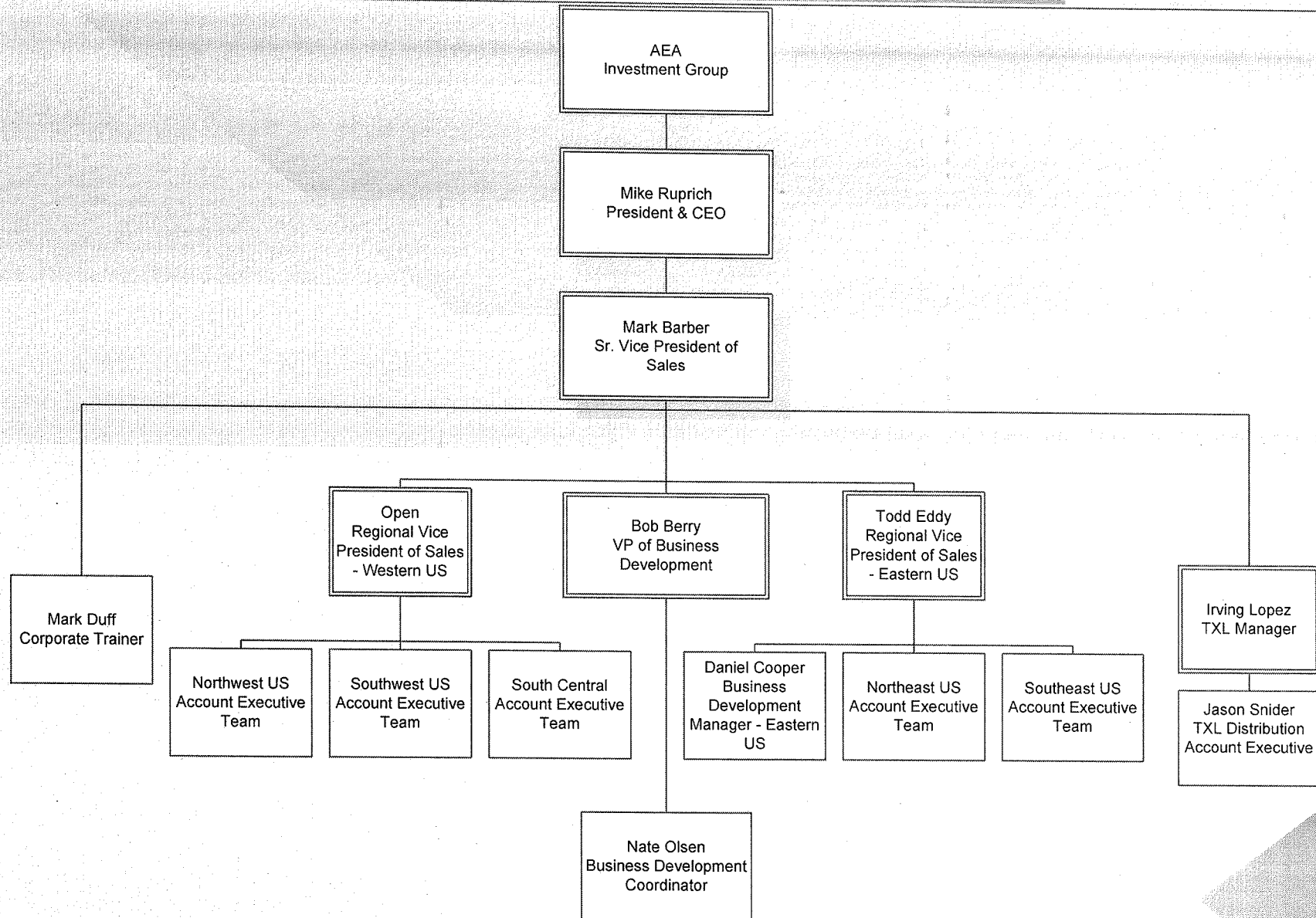
Byron Kelley
Bidder

Davina Reyburn
Bids Coordinator

Natalie Zapata
Bidder

Terra Bremer
Bids Administrator

Troxell Sales Organization Chart





TROXELL COMMUNICATIONS' WEB SITE ADVANTAGES

One of the many advantages of working with Troxell Communications is easy access to our exclusive customer web site at www.trox.com/products.htm. This is a secure, password protected, and customized web site for the NCPA that provides:

- A comprehensive database of products with model numbers, pictures, specifications, and pricing maintained directly to our database by manufacturers.
- Custom pricing for NCPA that shows manufacturer-provided list prices, your established contract price, and the percent and total dollar savings on each item.
- On-line search capabilities with product descriptions, product images, and specifications on current products.
- Updated product information selected for NCPA contract including delisting of discontinued product and adding of new product with the same discount structure as the original bid.
- Administrative functions in real time that allow you to research and track orders, access open order and purchase history reports, reprint invoices, and develop usage reports.
- The ability for all users to access pricing information at their desktop and construct quotes for approval or budgeting purposes.
- Complete Troxell Communications staff contact list for easy reference.

Accessing the web site is easy. Simply go to www.trox.com/products.htm. Click on the 'Login' heading, then enter your email address, customer number, and password. From there, select the "Products/Purchasing" menu and search by product category, brand, or model number for any item on our bid proposal.

It's a convenient, efficient, and accurate way to check the available pricing and discounts on the thousands of products we offer. Our objective is to provide the most aggressive discounts available to NCPA with visibility to all.

Please don't hesitate to contact your Account Executive with any questions.

Loretta Padilla
1527 W State Hwy 114 #500-295
Grapevine, TX 76051
817-358-8701
817-358-8705
loretta.padilla@trox.com

Please also see local Account Executive information nationwide



MARKETING PLAN:

Sales Calls:

Simply, get the word out when visiting customers that we are an awarded NCPA vendor. Educate those who are not a current participant, emphasizing the simplicity and benefits of purchasing through the co-op.

Other Communications:

Written quotes, Newsletters, Specials advertised — ability to include the NCPA Logo and also include statements that let the end-user know we are approved. i.e., Troxell Communications is an awarded NCPA Co-Op Vendor. I often find that a simple thing like that often is followed by many questions. Advertising from the Troxell Communications www.trox.com/products.htm website, email blasts, eflip catalogs, electronic promotional offerings and NCPA specials.

Trade Shows:

In Texas alone, Troxell participates in over 25 state and local trade shows, including TLA, TCEA, Local Area TCEA conferences, Technology School fairs, etc We would make sure the NCPA logo is displayed in our booths at all shows.

Upon Award:

Upon award of the contract, Troxell's Director of Marketing will engage the NCPA Management Team to implement a marketing plan to all state agencies that fulfills the scope of the contract. Our local Account Executives along with our internal sales support manage the function of actively promoting the contract by way of individual contact, phone calls, on-site visits, continued training, online ordering instruction, lunch & learns and tradeshow. In addition, our team will provide insight to new products and solutions that come to market that would benefit the NCPA and its members. Troxell Communications has a team of 4 marketing associates that reside in our corporate office in Phoenix. The responsibility of this team is to actively market, participate and manage the success of the NCPA contract. They fulfill all avenues of success by way of case studies, email blasts, social media marketing campaigns, direct mail and local PR opportunities (all contingent upon preapproval). Due to our expertise in the education sector Troxell has partnered with an organization called We Are Teachers; <http://www.weareteachers.com>. This partnership enables us to engage with education professionals on a national platform and understand their key initiatives in regards to technology within the classroom.

The bottom line is — get the word out. In this industry, especially in the education market, the best marketing is often, and simply, "word of mouth".



Troxell Communications, Inc. Community Involvement/ Initiatives

Companywide Green Initiatives

As often as possible with our customer's best interest in mind, Troxell will strive to:

- Offer and promote manufacturers' energy efficient products to end users, particularly those with energy efficiency ratings
- Offer and promote manufacturers' products containing recycled components to end users
- Support and promote manufacturers' recycling programs for lamps and other electronic components
- Utilize drop-shipping capabilities from manufacturer to end user to effect fuel savings
- Use of 30% PCW paper
- As often as possible, boxes and packing materials received in our Warehouse are re-used

Troxell works with many Manufacturers that provide products with "Green Initiatives" in mind, products that contain recycled material or packaging or are able to be recycled. The amount of recycled/recyclable parts varies by product and by manufacturer

Initiatives Specific to Corporate Headquarters

Troxell Communications is headquartered in Phoenix, Arizona, the heart of the hot and arid Southwest. As desert-dwellers, Arizonans are particularly conscious of the need to conserve resources, especially water and energy.

Water Conservation: The building's exterior landscaping is drought-resistant and requires very little water to sustain growth. All plumbing systems are regularly checked and maintained to ensure the lowest water usage possible.

Electricity Conservation: Standard filament light-bulbs have been replaced with more energy efficient bulbs. All non-emergency lights and workstations are powered off when not in use.

Digital air conditioning system controls have replaced outdated thermostats throughout the building allowing for timed programming of all AC units.

Ride-sharing: The air quality in Phoenix is an on-going environmental issue. Troxell encourages co-workers to car pool whenever possible to reduce vehicle emissions which improves air quality.

Corporate Recycling: Reverse osmosis water systems have been installed throughout the building to greatly reduce the quantity of bottled drinking water consumed by employees and visitors, thereby reducing the quantity of discarded plastic bottles. Toner cartridges are recycled.

Any computer or peripheral product such as a printer or monitor that is no longer in use but is in usable condition is donated to a local charity which supports K-12 education.

Supplies: Recyclable office supplies and promotional items are purchased whenever possible. (Troxell's "Think Green" tradeshow bags are made from recycled materials).

American Cancer Society

- "Climb to Conquer Cancer" and "Making Strides Against Breast Cancer"

Habitat for Humanity

- participation in build

Arizona Veterans Hospital

- volunteering and donations / holiday drives

Salvation Army Christmas Angels

- donations

Phoenix Rescue Mission

- participation in water drives and donations

United Blood Services

- blood drive participation

Newborns In Need

- donations and drives



CUSTOMER FAQs

How do I locate my Troxell Account Executive?

Go to the **Information Center** located on the left side of the home page. You will see a pull-down menu entitled "**Choose A Troxell Location**". Use this menu to select the appropriate state. All contact information for the Troxell sales person(s) located in your area will be listed.

Who do I call with questions or problems on my order?

Order tracking can easily be done on line. Go to the **Information Center** located on the left side of the home page. Go to the **Customer Service** section and click on **Order Status**. You will need to enter your **customer number** (Troxell acct. number) and your **PO number** to get the status of your shipment.

Any other issues related to your order should be directed to Troxell's **Customer Service Team at 800-352-7912 Ext. 200**. You can also contact your Account Executive with any questions or concerns.

How long do I have to file a freight claim?

With most freight carriers you have 15 calendar days from the date of delivery to report any concealed damage. If you have a freight claim, please Troxell's **Customer Service Team at 800-352-7912 Ext. 200**. They will work through the claim on your behalf.

How do I get my user ID and password to log into Order Status?

If you already have a Troxell account number, please contact your Account Executive. They will email you a link to help you quickly establish your user ID and password.

If you don't have a Troxell account number, you can contact the Account Executive in your area for assistance. Or you can locate the "**Click Here For Your Login**" link on the right side of the home page. You will be prompted to enter a valid email address. We encourage you to use your official organizational email address. For verification purposes a confirmation email will be sent to the address you provide. It will contain a clickable link that will help you easily complete the registration process.

How do I apply for credit with Troxell?

The Credit Application is located in the home page **INFORMATION CENTER** under the **Customer Service** heading. Complete the form on line and mail or fax it to your Troxell Account Executive for review. They will forward it to the Corporate Office for approval and will inform you once your credit has been approved.

How do I sign up for the Education Scholarship/Grant Rebate Program?

You must have a Troxell account number to enroll in the Grant Rebate Program. For additional information, please refer to the **Scholarship/Grant Rebate** section located in the **INFORMATION CENTER** on the home page, or contact your Troxell Account Executive who can assist you with enrollment.

TEXAS COMPTROLLER of PUBLIC ACCOUNTS

WWW.WINDOW.STATE.TX.US

Mike



TROXELL COMMUNICATIONS, INC.
4830 S 38TH ST
PHOENIX AZ 85040-2998

Taxpayer number 18607161140	
File number 0009544506	
WebFile number XT402200	
Report year 2011	Due date 05/16/2011

Franchise Tax Annual Report Filing Notice

This letter is your reminder that an annual Texas franchise tax report is due on the date shown above.

Texas tax law requires you to file the appropriate franchise tax report and information report each year, even if no tax is due or you have no activity to report. For help deciding which forms to file, visit www.window.state.tx.us/taxinfo/franchise/whichforms.html.

Save time, money and paper by visiting www.window.state.tx.us/webfile. Use WebFile to electronically submit your franchise tax report forms, extend your time to file or pay taxes due. Taxpayers using WebFile for the first time will need the WebFile number listed on this letter to create a password for future access.

Franchise tax information is available online at www.franchisetax.tx.gov. For additional assistance, e-mail us at tax.help@cpa.state.tx.us, or call (800) 252-1381 or (512) 463-4600. You can also sign up for e-mail updates on the Comptroller topics of your choice at www.window.state.tx.us/subscribe.

Passive Entities

Effective Jan. 1, 2011, passive entities that are registered or are required to be registered with either the Texas Secretary of State or the Comptroller's office must file a No Tax Due Information Report, Form 05-163, each year to affirm the entity qualifies as passive for the accounting period covered by the annual report.

Combined Reporting

Taxable entities that are part of an affiliated group engaged in a unitary business must file a combined group report (Section 171.1014, Texas Tax Code).

- The reporting entity is required to file the franchise tax report and information report on behalf of each member to avoid the affiliate's account status being negatively affected.
- A reporting entity requesting an extension of time to file the franchise tax report must file the Texas Franchise Tax Affiliate List (Form 05-165) with the Extension Request (Form 05-164).

TEXAS SALES AND USE TAX PERMIT

This permit is not transferable, and this side must be prominently displayed in your place of business.

TROXELL COMMUNICATIONS INC

TROXELL COMMUNICATIONS INC

14027 MEMORIAL DR

HOUSTON

TX 77079-6826

NAICS CODE: 443112

DESCRIPTION ON NEXT LINE:

Radio, Television, and Other Electronics Stores

WE SHOW THIS BUSINESS IN THE FOLLOWING LOCAL SALES TAX AUTHORITIES:

HOUSTON

04/01/2008

HOUSTON MTA

04/01/2008

Type of permit

SALES AND USE TAX

Taxpayer number

1-86-0716114-0

Location number

00019

First business date

04/01/2008

SUSAN COMBS

Comptroller of Public Accounts

YOU MAY NEED TO COLLECT SALES AND/OR USE TAX FOR OTHER LOCAL TAXING AUTHORITIES DEPENDING ON YOUR TYPE OF BUSINESS.

If you have any questions regarding sales tax, you may contact the Texas State Comptroller's field office in your area or call 1-800-252-5555, toll free, nationwide. The Austin number is 512/463-4600.

DETACH HERE AND PROMINENTLY DISPLAY YOUR PERMIT ONLY

IS THE INFORMATION PRINTED ON THIS PERMIT INCORRECT?

The information printed on your permit must be accurate and current. To make corrections, you may detach and complete ONLY the information on the form below which is incorrect, and mail it to COMPTROLLER OF PUBLIC ACCOUNTS

111 E. 17th Street

Austin, TX 78774-0100

01-300

MAKING CHANGES TO LOCAL TAXING AUTHORITIES OR BUSINESS DESCRIPTION LISTED ON THIS PERMIT

- You will need to contact us to correct the local taxing authorities for this business location. Contact your city/transit authority/county/special purpose district if you are unsure if your business is located within that taxing jurisdiction. We can assist you in determining your local sales and use responsibilities, and the appropriate rate for each local taxing authority. Publication 94-105, "Guidelines for Collecting Local Sales and Use Tax" Publication 96-132, "Texas Sales and Use Tax Rates" are available on the Comptroller's web site at www.window.state.tx.us/taxinfo/local/.
- Visit us online at www.window.state.tx.us/taxinfo/sales/naics_coding.html if you need to correct the description of your business printed on the front of this permit.

MORE INFORMATION ABOUT YOUR PERMIT

- You must prominently display this permit in your place of business.
- The information on your permit is public information.
- You cannot use this permit or a copy of it as a resale or exemption certificate.
- If the location specified on this permit is closed, return this permit to the Comptroller of Public Accounts and indicate the date of the last business transaction.
- Depending on your type of business, you may need to collect sales and/or use tax for other local taxing authorities not listed on this permit.

TEXAS SALES AND USE TAX PERMIT

Taxpayer name shown on the permit

TROXELL COMMUNICATIONS INC

Taxpayer number shown on the permit

18607161140

Location number shown on the permit

00019

Correct business location name

Correct business location (no P.O. Box or directions accepted)

City

State

ZIP code

Change your mailing address and phone number, add a business location, change a business address, or close one or more business locations online at <https://www.window.state.tx.us/accmaint/changeaddress.htm>

Correct taxpayer name

Daytime phone (Area code and number)

Correct mailing address

City

State

ZIP code

Federal Employer Identification number

If you are no longer in business, enter the date of your last business transaction. ---

sign here

Taxpayer or authorized agent

Date



000001194



CERTIFICATE OF LIABILITY INSURANCE

5/1/2016

DATE (MM/DD/YYYY)
5/1/2015

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

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

PRODUCER Lockton Companies
Three City Place Drive, Suite 900
St. Louis MO 63141-7081
(314) 432-0500

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Atlantic Specialty Insurance Company

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED Troxell Communications, Inc.
1363986 4675 E Cotton Center Blvd., Ste. 155
Phoenix AZ 85040

COVERAGES TROCO

CERTIFICATE NUMBER: 12312169

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> DED: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	N	N	711014790-0000	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	711014790-0000	5/1/2015	5/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$0	N	N	711014790-0000	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	406043065-0000	5/1/2015	5/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

12312169

Reference Only
Troxell Communications, Inc.
4830 S. 38th Street
Phoenix AZ 85040

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

AUTHORIZED REPRESENTATIVE

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ Green Initiatives
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.



TROXELL COMMUNICATIONS' WEB SITE ADVANTAGES

One of the many advantages of working with Troxell Communications is easy access to our exclusive customer web site at www.trox.com/products.htm. This is a secure, password protected, and customized web site for the NCPA that provides:

- A comprehensive database of products with model numbers, pictures, specifications, and pricing maintained directly to our database by manufacturers.
- Custom pricing for NCPA that shows manufacturer-provided list prices, your established contract price, and the percent and total dollar savings on each item.
- On-line search capabilities with product descriptions, product images, and specifications on current products.
- Updated product information selected for NCPA contract including delisting of discontinued product and adding of new product with the same discount structure as the original bid.
- Administrative functions in real time that allow you to research and track orders, access open order and purchase history reports, reprint invoices, and develop usage reports.
- The ability for all users to access pricing information at their desktop and construct quotes for approval or budgeting purposes.
- Complete Troxell Communications staff contact list for easy reference.

Accessing the web site is easy. Simply go to www.trox.com/products.htm. Click on the 'Login' heading, then enter your email address, customer number, and password. From there, select the "Products/Purchasing" menu and search by product category, brand, or model number for any item on our bid proposal.

It's a convenient, efficient, and accurate way to check the available pricing and discounts on the thousands of products we offer. Our objective is to provide the most aggressive discounts available to NCPA with visibility to all.

Please don't hesitate to contact your Account Executive with any questions.

Loretta Padilla
1527 W State Hwy 114 #500-295
Grapevine, TX 76051
817-358-8701
817-358-8705
loretta.padilla@trox.com

Please also see local Account Executive information nationwide



Product and Services Offerings:

Troxell Communications, Inc. provides a comprehensive offering of over 95,000 SKUs encompassing all types of AV equipment representing literally hundreds of leading manufacturers, including such names as Hitachi, Sony, Panasonic, among others. Our Company can also provide design and installation services.

Troxell Communications primary product categories include:

Classroom and Presentation Technologies including projection devices, flat panel displays, mobile learning/1:1 solutions, interactive teaching tools, classroom amplification, control systems, digital signage, videoconferencing, traditional AV equipment, professional installation and training services.

Technology Products and Installation

- Projectors LCD/DLP/LED Technology
- Mobile Learning Solutions, 1:1
- Visualizers/Document Cameras
- Flat Panel Displays/Monitors Plasma/LCD/LED Technology
- Interactive Whiteboards & Interactive Panels
- Digital Signage
- Flat Panel TVs, DVD/VCR Combos
- Classroom Response Systems
- Public Address (PA) Systems/Audio Systems & Equipment
- CCTV/CCTC Security Systems
- Teleconferencing
- Digital Cameras/Camcorders
- Broadcast Equipment, Video Editing Systems
- Classroom Tape Recorders, CD Players & Recorders
- AV/Computer Furniture & Accessories
- Control Systems & Cabling
- Mounts for Data projectors, TVs & Display Monitors
- Screens, Cases & Accessories

Professional Development Services
Design & Installation Services
Content & Curriculum

We also offer Traditional Audio Visual Products:

Digital Cameras
Camcorders
Broadcast Equipment, Video Editing Systems
Flat Panel TVs, DVD/VCR Combos
Classroom Tape Recorders, CD Players & Recorders
Projectors
AV carts & mounts for TV's, Projectors, etc.
Public Address (PA) Systems
CCTV Security Systems

Please visit www.trox.com or contact your local account executive for additional A/V products / services



SERVICE & WARRANTY

Troxell Communications, Inc. has available for customers an 800 number to facilitate service and repair issues (**800-352-7912 Ext. 220**). This service is for both "IN" and "OUT" of the warranty period specified by the individual manufacturer. Our customer Service department is staffed from 7:00 a.m. to 5:00 p.m. (Arizona Time) and the professionals in our Customer Service Department are well trained in facilitating repair, transportation, and warranty/service issues. This service is provided at NO CHARGE.

In addition to our Customer Service Department Troxell Communications, has a local sales office near you.

Phone: 800-578-8858 or 800-352-7912

Your account executive has the authority to remedy-to whatever extent is necessary-any unusual situation that may be encountered in the normal course of business.

Contact your Account Executive at 800-578-8858/800-589-5939 FAX.

For Warranty Service-the end user, or individual, or department person responsible for such within the individual districts guidelines is asked to call our customer service number at 1-800-352-7912 ext. 220. We ask that the original Purchase Order number or Invoice number be provided at this time. Troxell Communications will make arrangement for either on site service or pick up and transport within the warranty guidelines of the individual product in question.

Warranty Repairs-Various manufacturers have different levels of initial failure policies and Troxell Communications will honor and implement those policies on behalf of you the customer, however, if a manufacturer does not have an initial failure policy, the following will be in effect through Troxell Communications.

If a product fails within 15 days of date of invoice, Troxell Communications will make arrangements for the product to be picked up on a call tag by the appropriate shipper to bring back to our facilities for repair. Once repaired Troxell Communications will return the product to the customer. If not repairable, a replacement will be issued.

If a product fails outside the manufacturer's warranty, Troxell Communications will provide the customer with the closest warranty repair center. For warranty repair of televisions, most manufacturers warranty centers provide on site service.

Non Warranty Repairs-If a product fails outside the manufacturer's warranty, Troxell Communications, will provide information for the closest manufacturer's warranty center. If preferred, the customer may send the product to Troxell Communications service center in Phoenix, AZ.

Return Policy-If product is shipped incorrectly or recommended inappropriately by Troxell Communications, we will have the product picked up by UPS or Freight. If the customer has ordered product incorrectly, the customer is responsible to have the product returned to Troxell Communications or to the vendor's location. Some products may be subject to a restocking charge.

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:

Products

- Laptops / Notebooks / PDA's
- Desktop Computers
- Servers
- Software
- Accessories
- Battery Back-up / Power / Surge
- Cables
- Data Storage / Drives
- Digital Imaging – Cameras /
Scanner
- Keyboard / Mice / Input Devices
- Memory / System Components
- Office Equipment
- Printers
- Sound / Multimedia
- Telecommunications Products
- Video – Monitors / Cards /
Projector
- Interactive Whiteboards
- DVD / Books / Music / Video

Services

- Installs
- Asset Management
- Managed Services
- Telecommunications
- Product Configurations
- Product Support
- Warranty
- Insurance



Product and Services Offerings:

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- Interactive Whiteboards & Interactive Panels
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- Classroom Response Systems
- Public Address (PA) Systems/Audio Systems & Equipment
- CCTV/CCTC Security Systems
- Teleconferencing
- Digital Cameras/Camcorders
- Broadcast Equipment, Video Editing Systems
- Classroom Tape Recorders, CD Players & Recorders
- AV/Computer Furniture & Accessories
- Control Systems & Cabling
- Mounts for Data projectors, TVs & Display Monitors
- Screens, Cases & Accessories

Professional Development Services
Design & Installation Services
Content & Curriculum

We also offer Traditional Audio Visual Products:

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Classroom Tape Recorders, CD Players & Recorders
Projectors
AV carts & mounts for TV's, Projectors, etc.
Public Address (PA) Systems
CCTV Security Systems

Please visit www.trox.com or contact your local account executive for additional A/V products / services



VALUE ADDED SERVICES:

Web Site: www.trox.com/products.htm

Troxell Communications, Inc. offers these Value Added Services: installations, system design & integration, engineering, equipment specification, service & repair, training & professional development, etc.

Troxell Communications has developed a "real time" web site with its entire product line. The Team Troxell web site lists all the manufacturers contained in this proposal, their products with links to their web-sites (when available), and lists the MSRP's (*). Our product specialists keep the site current on a daily basis. The manufacturers that we represent are also assisting in our efforts to maintain our data base current by downloading their product information directly into our database as new products are released into the market. This collaboration provides accurate information, 24-7, enhancing correctness of product ordered which in turns expedites delivery, and most importantly, customer satisfaction.

In addition, as the industry leader, we provide via the Internet, "real time" tracking of your orders and shipments. NCPA customers can check on-line their order status and track shipments 24 hours a day, 7 days a week. Our normal delivery time is Stock to 30 days.

In addition to our on-line "real time" tracking program, Troxell Communications can also provide "Open Order Line Item Reports" detailing Purchase Order number, expected delivery date, en-route tracking information, backorder data, etc.

There are other reports available upon request such as reports detailing the type of products purchased, quantities purchased, and/or any other pertinent information requested which is deemed advantageous to the end user. These reports prove valuable for budget preparation, product tracking for like quantities purchased, etc.

(*) The web site is available for view by anyone, but does not show specific discounted products unless a user name and password has been assigned. Upon notification of award, we will provide this access to all NCPA customers to include equipment proposed herein reflecting the discounts proposed off MSRP.

Pricing Extension:

Troxell Communications, Inc. extends bid pricing to NCPA employees, and to any school/government employee participating in the NCPA purchasing co-op Please note that purchases for personal use may be in the form of a personal check or personal credit card, and, applicable taxes shall apply to these purchases.

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

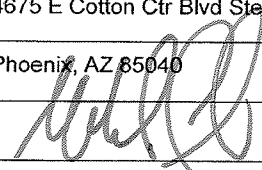
Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ 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	Troxell Communications, Inc.
Print Name	Michael Fabio
Address	4675 E Cotton Ctr Blvd Ste 155
City, State, Zip	Phoenix, AZ 85040
Authorized signature	
Date	9/4/15

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 statutes 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

Michael Fabio

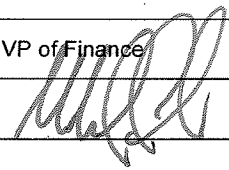
Date

9/4/15

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	Troxell Communications, Inc.
Address	4675 E Cotton Ctr Blvd Ste 155
City/State/Zip	Phoenix, AZ 85040
Telephone No.	800-578-8858
Fax No.	800-589-5939
Email address	loretta.padilla@trox.com
Printed name	Michael Fabio
Position with company	VP of Finance
Authorized signature	

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	CHILDPEACE 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 RESOUECE 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	LIFEWORCS 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 ALOHOLIC 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 WAIANAEE 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



Troxell Communications, Inc.

Loretta Padilla, Account Executive, Main Contact for Region 14
Mark Barber, Sr. VP of Sales, Secondary Contact for Region 14

Company Phone List is attached for nationwide contacts.

Troxell Communications Customer Service can also be contacted for statuses, order questions, and other information at 800-352-7912 option 1

Loretta Padilla
1527 W State Hwy 114 #500-295
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Tel 817-358-8701
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Mark Barber
800-352-7912
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mark.barber@trox.com

<u>Territory</u>	<u>Description</u>	<u>Number</u>	<u>AE Name</u>	<u>Business Address</u>	<u>City, State, Zip</u>	<u>Mobile</u>	<u>Office Phone</u>	<u>Office Fax</u>
WEST Region - Regional VP of Sales - Shawn Robinson - #4300								
California	Riverside (K12, Gov't)	4204	Paul Navarro	3245 University Ave., Ste. 1-148	San Diego, CA 92104	619-756-1457	602-437-7240	602-437-7265
	San Bernardino/LA (K12)	4205	Alex Corfar	31805 Temecula Pkwy., #224	Temecula, CA 92592	951-255-7782	951-693-0806	951-693-0796
	San Diego	4207	Teri Connolly	2500 Imperial Hwy. #201-189	Brea, CA 92821	818-480-8628	951-699-0790	951-699-5066
	Ventura/Santa Barbara/San Luis Obispo	4208	Dennis Casey	10606 Camino Ruiz #8, PMB 220	San Diego, CA 92126	619-204-4176	858-693-3280	858-693-3287
	Los Angeles/Orange County(K-12, Higher Ed)	4209	Scott Koziol	5662 Calle Real PMB 242	Goleta, CA 93117	805-452-7057	805-308-6351	888-897-6510
	San Bernardino/LA (Higher Ed, Gov't, B&I)	4211	Jim Wagner	928 N. San Fernando Blvd.-Ste. J, #661	Burbank, CA 91504	323-333-4285	818-614-3192	818-614-3193
	Fresno/Central Valley	4301	Mia Embry	700 E. Redlands Blvd., Ste. U, PMB 296	Redlands, CA 92373	909-499-8743	909-790-0296	909-790-0310
	Sacramento (K12)/Reno (Higher Ed)	4303	Bill Pitzner	438 E. Shaw Ave., #145	Fresno, CA 93710	559-360-6157	559-261-1994	559-261-9437
	San Francisco/San Mateo/Santa Clara Counties	4305	Nora Clark	11230 Gold Express Dr., #331, 310	Gold River, CA 95670	916-768-3128	916-253-3323	916-253-3353
	Marin (K12)/Bay Area (B&I)	4307	Kathy Nunn	100 N. Hill Dr. - Suite 42	Brisbane, CA 94005			
	San Francisco/San Jose/Monterey/Santa Cruz	4308	Mike Rayburn	936-B Seventh St., #325	Novato, CA 94945	925-348-5615	707-642-0166	707-642-4709
	Alameda/San Joaquin/Stanslaus	4309	Nick O'Day	100 N. Hill Dr., #42	Brisbane, CA 94005	415-902-1109	415-330-0250	415-330-0259
	Alameda/San Joaquin/Stanslaus	4310	Justin Johanson	39120 Argonaut Way, #519	Fremont, CA 94538	925-334-0736	925-400-9694	925-400-9695
Hawaii	Hawaii	4350	Lisa Jones	39120 Argonaut Way, #519	Fremont, CA 94538			
Nevada	Nevada	4502	Heather Rose	4348 Waialae Ave., #366	Honolulu, HI 96816	808-347-1410	808-982-4911	808-982-4912
				4262 Blue Diamond Rd., #102-352	Las Vegas, NV 89139	702-499-1476	702-614-0416	702-614-0796

Pacific NW/Rocky Mountain Region - Regional VP of Sales - Shawn Robinson - #4300

Utah/Idaho	Utah/Idaho	4504	Dean Knudsen	3245 University Ave., Ste. 1-148	San Diego, CA 92103	619-756-1457	602-437-7240	602-437-7265
				1905 W. 4700 S., #427	Taylorsville, UT 84129	801-803-8770	435-843-0773	435-843-0995
Colorado	Colorado	4510	Dan Mispagel	1716 Main St. - Ste. A, PMB #132	Longmont, CO 80501	307-331-9517	307-637-0348	307-637-0358
Washington	Western Washington	4605	Keith Evans	8202 State Rte.104-Ste.102 #11	Kingston, WA 98346	360-621-1402	360-638-2930	360-638-2940
	Southern/Central/Western	4606	Andy Lusk	7829 Center Blvd. SE #213	Snoqualmie, WA 98065	360-621-1755	425-831-8912	425-831-8591
Oregon	Higher Ed	4620	Charles Doyle	10121 SE Sunnyside Rd. #300B	Clackamas, OR 97015	503-830-6167	360-834-4841	360-834-4851
Arizona	Phoenix	4104	Mary Kropp	4675 E. Cotton Center Blvd.-Suite 155	Phoenix, AZ 85040	602-421-5053	602-437-7240	602-437-7265
	Phoenix	4107	Austin Hermes	4675 E. Cotton Center Blvd.-Suite 155	Phoenix, AZ 85040	602-750-6979	602-437-7240	602-437-7265
	Phoenix	4108	Terry Hixson	4675 E. Cotton Center Blvd.-Suite 155	Phoenix, AZ 85040	602-538-9844	602-437-7240	602-437-7265
	Phoenix	4105	Eric Pederson	4675 E. Cotton Center Blvd.-Suite 155	Phoenix, AZ 85040		602-437-7240	602-437-7265
	Tucson	4102	John Shotts	7850 N. Silverbell, #114, PMB 321	Tucson, AZ 85743	520-975-1723	520-579-9709	520-579-0741

SOUTHWEST Region - Regional VP of Sales - Joe De Sola - #5000

				4275 Kellway Circle, Ste. 121	Addison, TX 75001	972-672-9413	972-458-1081	
Texas	Houston	6303	Adela Briner	2951 Marina Bay Dr., #130, 415	League City, TX 77573	713-503-4896	281-538-2497	281-538-5484
	Houston	6302	Joshua Joseph	12620 FM 1960 W-Ste. A-4 #211	Houston, TX 77065	713-397-4703	281-265-6009	281-265-3102
	Houston	6314	Geoff Marolda	5440 Brittmore Road	Houston, TX 77041	713-459-2390	713-468-8699	
	Houston	6318	Kevin Salmon	5440 Brittmore Road	Houston, TX 77041	713-248-2444	713-468-8699	
	Houston	6319	Ashley Smith	5440 Brittmore Road	Houston, TX 77041	281-773-5134	713-468-8699	
	Houston	6320	Bobby Hartzog	5440 Brittmore Road	Houston, TX 77041	281-702-3014	713-468-8699	
	Ft. Worth (K12)	6305	Loretta Padilla	1527 W. Hwy. 114, Ste 500, #295	Grapevine, TX 76051	817-368-7193	817-358-8701	817-358-8705
	Dallas (K12)	6306	Dave Johnson	906 W. McDermott Dr. #116-294	Allen, TX 75013	972-795-1863	972-542-8560	972-542-8563
	Dallas	6310	Carlos Flores	4275 Kellway Circle, Ste. 121	Addison, TX 75001	214-578-9064	972-458-1081	
	Dallas	6315	Kim Ott	4275 Kellway Circle, Ste. 121	Addison, TX 75001	972-672-5911	972-458-1081	
	Dallas	6312	Deanne Lee	4275 Kellway Circle, Ste. 121	Addison, TX 75001	214-477-5734	972-458-1081	
	Corpus Christi	6307	Jim Brooks	2732 South Padre Island Dr. PMB #382	Corpus Christi, TX 78415	361-500-9320	361-500-9320	
	Austin	6309	Stephanie Cano	100 E. Whitestone Blvd., Ste 148, #307	Cedar Park, TX 78613	817-239-1484	512-259-4049	512-259-4043
	Austin	6301	Paul Venincasa	2433 Rutland Drive, Ste. 100	Austin, TX 78758	512-633-1495	512-451-7446	
	El Paso	4121	Desiree Flanagan	See New Mexico		505-301-0468	505-266-0608	505-265-5492
	El Paso	6321	Theresa Esparza	3225 Richmond Ave.	El Paso, TX 79930	214-718-0719	214-718-0719	
	San Antonio	6313	Andrew Luther	17361 Bell North Drive, Ste. 105	Schertz, TX 78154	210-834-5311	210-530-0531	
	San Antonio (K12)	6304	Trenton Brackley	20770 US 281 N, Ste. 108, PMB 427	San Antonio, TX 78258	830-480-9180	210-497-3144	210-497-3288
New Mexico	New Mexico	4121	Desiree Flanagan	11024 Montgomery Blvd, NE #298	Albuquerque, NM 87111	505-301-0468	505-266-0608	505-266-5492

<u>Territory</u>	<u>Description</u>	<u>Number</u>	<u>AE Name</u>	<u>Business Address</u>	<u>City, State, Zip</u>	<u>Mobile</u>	<u>Office Phone</u>	<u>Office Fax</u>
CENTRAL Region - Regional VP of Sales - Dottie Stewart - #7000								
Illinois	Illinois	5101	Kevin LeBlanc	2413 W. Algonquin Rd., PMB 424	Algonquin, IL 60102-9402	847-961-0249	602-437-7240	602-437-7265
	Illinois	5102		398 W. Army Trail Rd. - Ste. 124	Blommindale, IL 60108	847-626-5576	847-854-6772	847-854-6773
Iowa	Iowa/Nebraska	5150	Mark A. Jones	3775 E P True Pkwy., #269	West Des Moines, IA 50265	641-481-1414	847-805-8935	847-805-8936
Wisconsin	Wisconsin/Minnesota	5301	Chris Hunt	N112 W16298 Mequon Rd.	Germantown, WI 53022	715-316-2929	641-323-2260	641-323-2261
Michigan	Michigan	5401	Jerry Crubaugh	51194 Romeo Plank Rd., PMB 632	Malcomb, MI 48042	586-530-8562	262-228-7628	262-228-7629
	Michigan (K-12)	5402	Dave Woolson	35560 Grand River Ave. #319	Farmington Hills, MI 48335	248-798-1453	586-532-1219	586-532-1226
Ohio	Ohio	5501	Jack Finke	2692 Madison Road-Ste. N1 #327	Cincinnati, OH 45208	513-351-5487	800-589-5939	513-351-5497

NORTHEAST Region - Regional VP of Sales - Dottie Stewart - #7000								
Pennsylvania	Pennsylvania/Eastern Delaware	7301	David Wible	491 Baltimore Pike, #677	Springfield, PA 19064	215-359-5835	602-437-7240	602-437-7265
	Western PA/Eastern OH/Northern	5502	Tom Beck	3945 Forbes Ave., #443	Pittsburgh, PA 15213	412-852-1635	610-565-4686	610-565-4256
New Jersey	Central	7101		1802 Rt 31 N., #319	Clinton, NJ 08809-2006	732-608-4487	412-944-2288	412-944-2287
	Southern	7102	Lori Petersen	521 Berlin Cross Keys Rd., PMB 172	Sicklerville, NJ 08081	856-261-6570	908-238-1043	908-238-1045
	Northern	7103	Bob Bennett	576 Valley Rd., PMB #241	Wayne, NJ 07470	973-934-9288	856-254-3734	856-254-3378
Massachusetts	New England	7601	Kimberly Hunt	182 Summer St.-Ste. 1 PMB #156	Kingston, MA 02364		973-696-1728	973-696-1768
New York	Northern	7201	Joel Ryan	1623 Military Rd., #529	Niagra Falls, NY 14304	716-514-3037		
	New York City	7202	Gio Rossini	1444 Gunhill Rd. #15	Bronx, NY 10469	631-312-2138	716-754-7444	716-754-7555
	Southeastern	7203	Erik Danson	471 N. Broadway #350	Jericho, NY 11753	516-253-9551	631-472-3537	631-472-4057
	Central - Albany	7204	Peter Semon	5 Southside Dr., Suite11-207	Clifton Park, NY 12065	518-810-8779	516-681-0989	516-681-0812
Virginia	Virginia	7401	Unassigned	42395 Ryan Rd.-Ste.112 #643	Brambleton, VA 20148	703-853-5852	602-437-7240	602-437-7265
Rhode Island	Rhode Island/Connecticut	7601	Kim Hunt				410-592-1120	410-592-1121

SOUTHEAST Region - Regional VP of Sales - Randy Duet-Champagne - #6000								
				70380 Hwy. 21, Ste. 2 #231	Covington, LA 70433	504-250-7701	337-406-0480	
Tennessee	Tennessee	6102	Dan Boshers	1784 W Northfield Blvd. #332	Murfreesboro, TN 37129	615-684-6331	615-543-8446	615-543-8447
Georgia	Georgia (K-12)	6210	Dan Cooper	931 Monroe Dr., Ste. 102, #124	Atlanta, GA 30308	770-676-8477	678-792-8031	678-792-8069
	Georgia (Higher Ed)/ Eastern TN	6201	Unassigned	3651 Peachtree Pkwy., Ste. E337	Suane, GA 30024	770-312-0499	678-383-1470	678-298-5609
Louisiana	Louisiana/Arkansas	6401	Will Stone, Jr.	8814 Veteran's Memorial Blvd., Ste.#3-306	Metairie, LA 70003	318-458-4298	318-798-9366	318-798-9313
	Lafayette	6402	Scott Albarado	3639 Ambassador Caffery Pky., Ste. 402	Lafayette, LA 70503	337-278-6259	337-406-0480	
	New Orleans	6403	Allen Doiron	4500 York Street, Ste. 200	Metairie, LA 70001	504-722-0112	504-722-0112	
	New Orleans	6404	David Yaconi	4500 York Street, Ste. 200	Metairie, LA 7001	321-277-6551		
	New Orleans	6405	Kurt Roberts	4500 York Street, Ste. 200	Metairie, LA 70001	504-296-3950	504-296-3950	
Florida	Central	6606	Eric Blomquist	1971 W. Lumsden Rd., PMB 148	Brandon, FL 33511	727-424-6725	813-653-2690	813-653-2949
	Northern	6604	David Maurer	52 Tuscan Way-Ste. 202-345	St. Augustine, FL 32092	850-509-6893	904-300-1040	813-482-0533
	Southern	6608	Ian Weingold	11110 W. Oakland Park Blvd, PMB 378	Sunrise, FL 33351	954-401-0174	954-746-4831	954-746-4832
North Carolina	North Carolina	6701	Darryl Dutcher	3771 Ramsey St, Ste 109, PMB 214	Fayetteville, NC 28311	910-584-6020	910-822-0131	910-822-6156
South Carolina	South Carolina	6702	William Jacocks	3214-BB Leaphart Rd.	West Columbia, SC 29169	803-873-2091	803-926-2281	803-926-2298